

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, October 3, 2016**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 3, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PROCLAMATION**

Breast Cancer Awareness Month

**PRESENTATIONS**

Service Awards for Employees

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Authorizing New York State Master Contract Grant, Drinking Water Fluoridation Project
  
- Resolution No. 2 - Amendment No. 109 to the Management and Management Confidential Pay Plan
  
- Resolution No. 3 - Approving Professional Services Agreement for City Court Expansion Project, Bernier, Carr & Associates, P.C.
  
- Resolution No. 4 - Approving Change Order No. 8 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.
  
- Resolution No. 5 - Approving Change Order No. 9 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.

- Resolution No. 6 - Approving Franchise Agreement for Installation of Telecommunications Conduit in the City's Right-of-Way, WESTELCOM Network, Inc.
- Resolution No. 7 - Approving the Site Plan for the construction of a 3,466 square-foot building addition and a parking lot expansion at 123 Coleman Avenue, Parcel Number 9-15-110.001
- Resolution No. 8 - Accepting Bid for Hydro Guard Automatic Flushing and Monitoring System, Mueller Company, LLC
- Resolution No. 9 - Authorizing Application for Assistance to Firefighters Grant (AFG)
- Resolution No. 10 - Authorizing Professional Services Agreement for Preliminary Design of the Western Boulevard Reconstruction Project, PIN 783002, Barton and Loguidice
- Resolution No. 11 - Approving Construction Phase Services Supplemental Agreement #2 with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.
- Resolution No. 12 - Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Resolution No. 13 - Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

## **ORDINANCES**

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

## **LOCAL LAW**

## **PUBLIC HEARING**

## **OLD BUSINESS**

Laid Over Under the Rules A Local Law adopting Chapter 177 of the Code of the City of Watertown Entitled Rental Properties

## **STAFF REPORTS**

1. Proposed 2017 Sidewalk Program District #12
2. Transportation Alternatives Program (TAP) Grant Funding
3. Request for Abate – 148 Bellew Avenue

## **NEW BUSINESS**

## **EXECUTIVE SESSION**

1. To Discuss Proposed, Pending or Current Litigation

## **WORK SESSION**

Next Work Session is scheduled for Tuesday, October 11, 2016, at 5:30 p.m.

## **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, OCTOBER 17, 2016.**

Res No. 1

September 26, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing New York State Master Contract Grant,  
Drinking Water Fluoridation Project

On September 19, 2016, City Council directed Staff to proceed on the New York State Master Contract Grant for the Drinking Water Fluoridation Project. As stated in the attached report of Water Superintendent Vicky Murphy, the NYS Department of Health has made a State of New York Master Contract Grant available to the City of Watertown.

The funding amount of \$15,968.60 will provide the City with financial support to upgrade the City's current manual fluoride feeding system. All work to install the equipment will be done in-house.

Attached for City Council consideration is a resolution authorizing the Master Contract for Grants. Also attached is the full Contract, along with the electronic application.

# RESOLUTION

Page 1 of 1

Authorizing New York State Master Contract Grant,  
Drinking Water Fluoridation Project

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS City Council deems fluoridated drinking water to be of the utmost importance to the citizens and water customers it serves, and

WHEREAS the NYS Department of Health has made a State of New York Master Contract Grant available to the City of Watertown, and

WHEREAS the purpose of this Contract is to provide funding to upgrade the City of Watertown’s current manual fluoride feeding system, and

WHEREAS the entire amount available will fully fund the project with no required match,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes entering into the State of New York Master Contract Grant, a copy of which is attached and made part of this Resolution, for the amount of \$15,968.60 to fund the upgrade of the current manual fluoride feeding system, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign the Contract on behalf of the City of Watertown.

**Seconded by**

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>Department of Health</p> <p>Department of Health                  Corning Tower                  Empire State Plaza                  Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01</p> <p>CONTRACT NUMBER: DOH01-T31720GG-3450000</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>WATERTOWN CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>City of Watertown</p>	<p>PROJECT NAME:</p> <p>Drinking Water Fluoridation (Projects less than or equal to \$50,000) Component 2: Implementation Projects</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002584</p> <p>Federal Tax ID Number: 156000419</p> <p>DUNS Number (if applicable): 071600076</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>245 WASHINGTON ST STE 203                  WATERTOWN, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-T31720GG-3450000

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 07/01/2016                      To: 06/30/2017</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 07/01/2016                      To: 06/30/2017</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>            \$15,968.00</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> State</p> <p style="padding-left: 40px;"><input type="checkbox"/> Federal</p> <p style="padding-left: 40px;"><input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:*

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DOH01-T31720GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants

Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

**CONTRACTOR:**

WATERTOWN CITY OF

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

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

**STATE AGENCY:**

Department of Health

\_\_\_\_\_

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

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

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

Printed Name

Title: \_\_\_\_\_

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

Title: \_\_\_\_\_

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DOH01-T31720GG-3450000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup>As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

**B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

**2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## **C. Termination:**

### **1. Grounds:**

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### **2. Notice of Termination:**

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

**3. *Effect of Notice and Termination on State's Payment Obligations:***

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

**4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:***

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
  - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
  4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
  5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
  6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
  7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

**D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
  - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
  - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
  - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
  - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

## **3. Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. 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 Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said 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, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**

**Part A. Agency Specific Clauses**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**A. 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 Contractor agrees, as a material condition of the contract, that neither the Contractor 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 Contractor, or any of the aforesaid affiliates of Contractor, 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 State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**B. Prohibition on Purchase of Tropical Hardwoods:**

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that

the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

**E. Procurement Lobbying:** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors:** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

**N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

**R.** The CONTRACTOR shall submit to the STATE (*quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**Submit electronically to: [dfh.boa@health.ny.gov](mailto:dfh.boa@health.ny.gov)**

**S.** If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

**T. Certification Regarding Environmental Tobacco Smoke:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name: Marlana Cummins

Title: HPA

Address: NYS Department of Health

ESP/Corning Tower room 859

Albany NY 12237

Telephone Number: 518-474-4569

Facsimile Number: 518-473-3391

E-Mail Address: Marlana.cummins@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1 Part B  
PROGRAM SPECIFIC CLAUSES

A. SUBCONTRACTS

1. In addition to those terms set forth in the Master Contract concerning subcontractors, the following terms shall also apply:

- a. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
- b. The Department shall have the right to contact any subcontractor directly concerning the Performance of the obligations contained herein and to require the attendance of the Subcontractor at any or all meetings between the Contractor and Department, at which the performance of the Contractor pursuant to this Master Contract will be discussed.
- c. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractors request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this Master Contract , or at the direction of the Department, used to provide additional services provided for under this Master Contract.

B. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this Master Contract. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.

C. PUBLICATIONS AND COPYRIGHTS

- 1. The Contractor agrees that any and all materials, publications, videos or curricula

conceived, produced and/or reduced to practice pursuant to this Master Contract, or with monies supplied pursuant to this Master Contract, shall become property of the Department.

2. Pursuant to Section IV(G)(2)(a) of the Master Contract, the Contractor shall acknowledge the support of the State and Department of Health with the following language: “Produced with funding from The New York State Department of Health, Division of Family Health.”
3. Except as otherwise provided in Section IV(G)(3) of the Master Contract, the Department and the State of New York expressly reserve the right to reproduce, publish distribute, copyright or otherwise use, in perpetuity, any and all materials, publications, videos or curricula conceived and produced pursuant to this Master Contract and all the activities supported thereunder.
4. The Contractor agrees that unless otherwise provided by the terms of this Master Contract, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this Master Contract, or permitting others to do so without the prior written consent of the Department.
5. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

#### D. PURCHASING

1. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide , to the maximum extent practicable, open and free competition.
2. In addition to the requirements of Section IV (D) of the Master Contract, procurement records and files for purchases in excess of \$5,000 shall include the following:

- a. basis for selection;
  - b. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
  - c. justification for lack of competition when competitive bids or offers are not obtained;
  - d. basis for award cost or price.
- E. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this Master Contract and shall be reimbursed pursuant to the terms of Section III (5) of the Master Contract.

F. EQUIPMENT/INVENTORY REPORT

1. In addition to the requirements contained in Section IV (c) (1) and Section IV (D) (2) of the Master Contract, A complete inventory of all property as defined in Section IV (D) (1) shall be maintained by the Contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the Contractor and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this Master Contract. Disposition of the inventoried property will be made in accordance with the Master Contract and applicable provisions of law.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

***SUMMARY***

PROJECT NAME: Drinking Water Fluoridation (Projects less than or equal to \$50,000) Component 2: Implementation Projects

CONTRACTOR SFS PAYEE NAME: WATERTOWN CITY OF

CONTRACT PERIOD: From: 07/01/2016  
To: 06/30/2017

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$15,968.00	\$0.00	0 %	\$0.00	\$15,968.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$15,968.00	\$0.00	0 %	\$0.00	\$15,968.00
TOTAL	\$15,968.00	\$0.00	0 %	\$0.00	\$15,968.00

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET**

***PERSONAL SERVICES DETAIL***

<b>SALARY</b>					
<b>POSITION TITLE</b>	<b>ANNUALIZED SALARY PER POSITION</b>	<b>STANDARD WORK WEEK (HOURS)</b>	<b>PERCENT OF EFFORT FUNDED</b>	<b>NUMBER OF MONTHS FUNDED</b>	<b>TOTAL</b>
NA	\$0.00				\$0.00
				Subtotal	\$0.00
<b>TOTAL FRINGE</b>					
					\$0.00
				PERSONAL SERVICES TOTAL	\$0.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***NON-PERSONAL SERVICES DETAIL***

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
NA	\$0.00
TOTAL	\$0.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**  
***NON-PERSONAL SERVICES DETAIL***

TRAVEL - TYPE/DESCRIPTION	TOTAL
NA	\$0.00
TOTAL	\$0.00

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
Chemical metering pump	\$2,646.00
Chemical metering pump	\$2,646.00
Process Logic Control	\$2,064.00
Laboratory bench top analyzer	\$8,612.00
TOTAL	\$15,968.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
NA	\$0.00
TOTAL	\$0.00

SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
Own	\$0.00
TOTAL	\$0.00

TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
NA	\$0.00
TOTAL	\$0.00

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
NA	\$0.00
TOTAL	\$0.00

OTHER - TYPE/DESCRIPTION	TOTAL
NA	\$0.00
TOTAL	\$0.00

**ATTACHMENT C - WORK PLAN**

***SUMMARY***

PROJECT NAME: Drinking Water Fluoridation (Projects less than or equal to \$50,000) Component 2: Implementation Projects

CONTRACTOR SFS PAYEE NAME: WATERTOWN CITY OF

CONTRACT PERIOD: From: 07/01/2016

To: 06/30/2017

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

The overall goal of the project is the upgrade to the equipment, the control component, and increased precision in fluoride dosing. The replacement of diaphragm pumps with peristaltic pumps will provide greater repeatability in dose control. The upgrade to the electronic process control system will increase reliability and serviceability to maintain efficient fluoride dosing. While the laboratory component will allow tighter quality assurance and controls.

The current design and dose control are a continuation of the antiquated system performance and fluoride standards. Improvements to the distribution system, changes in water use and a change in the demographics of the City have reduced the daily demands for water complicating the delivery of fluoridated water with the current equipment. Factoring the reduction in the fluoride standard with the availability of the funding opportunity make these improvements a timely occurrence. The population served by the City of Watertown continues to grow, ever expanding the influence of the fluoridation program's impact upon its customers. Large components of the population served by the City of Watertown are military which typically have a station assignment of 2-3 years. The soldiers and their families are from all over the country and may not have had access to fluoridated water in the past. Due to the young age of the soldiers and their families the exposure to adequate fluoridation is critical to the prevention of dental caries. The narrow window to provide fluoridation to the young soldiers and their families further displays the necessities for optimized dose control.

The heart of any program is being able to efficiently manage components that are necessary to fulfill the objectives. The City desires the continued fluoridation but at the most efficient means available. Balancing economics with water treatment in today's environment is not only ethical but essential. As the stewards for the City of Watertown's water supply we are always diligent in the pursuit of improved efficiency and process control. The proposed project will allow the City to obtain these current goals while being flexible to accommodate future demands and changes.

**ATTACHMENT C - WORK PLAN**

***DETAIL***

**Objective**

- 1 Engineer's Report

**Tasks**

- 1 Obtain Bureau of Water Supply approval of the project scope described in the engineering report before any work begins.

Performance Measures

- 1 Project approval from DOH within 90 days of contract execution. - Once awarded funding, formal written approval from the DOH will be obtained.
- 2 Performance Measure 1a: The project scope is approved within 90 days of DOH contract execution. - Performance Measure 1a: Project approval by DOH. As of 8/23/2016 the local DOH has given approval of the requested upgrades to the City of Watertown fluoridation equipment. The City is poised to proceed once funding is finalized.
- 3 Performance Measure 1b: Obtain bids for equipment within 180 days of contract execution - Performance Measure 1b: Obtain bids for equipment within 180 days of contract execution. The City has the appropriate sole source documentation for the equipment and the overall cost of the project is less than \$20,000 releasing it from the need to pursue the bidding process.

**Tasks**

- 2 Solicit appropriate bids/quotes from vendors

Performance Measures

- 1 Quotes from vendors. - The City has quotes from vendors that are sole source due to the efforts to standardize equipment used throughout the plant. Since the scope of the project is less than \$20,000 no bids are necessary under the City of Watertown's purchasing policy.

**ATTACHMENT C - WORK PLAN**

***DETAIL***

**Objective**

2 Fluoride Distribution

**Tasks**

1 Obtain a certificate of project completion from the engineer that the work was executed as previously described and accepted by DOH.

Performance Measures

- 1 Certificate of completion - Once upgrades have been completed a letter detailing all completed tasks will be submitted to the DOH.
- 2 Performance Measure 2: Delivery of fluoridated water - Performance Measure 2: Delivery of fluoridated water is to be provided by the new or updated public water system within 180 days of final invoice to DOH. The exact time line will be determined once funding is made available.





## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 45 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-T31720GG-3450000

## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>		<b>Due Date</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

This modifies Attachment M, Section II.A for this contract and changes the total combines MWBE goal from 30% to 0% of eligible expenditures. (0%MBE and 0% WBE)

## Attachment M

### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of **30%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. **Form #4 - Staffing Plan**

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**V. Waivers**

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

Organization	Grant Opportunity	Document #	Document Role	Current Status
City of Watertown	Drinking Water Fluoridation (Projects less than or equal to \$50,000) Component 2: Implementation Pro	DOH01-DWFC2-2015-00005	Grantee	Application in Process

### **PROJECT/SITE ADDRESSES**

#### **Instructions:**

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the **Save** button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

**Name/Description:** City of Watertown Fluoridation Upgrades  
Project Statewide No

**Address 1** 1707 Huntington St.  
Address 2

**City** Watertown  
**County** Jefferson County  
**State** NY  
**Zip** 13601  
**Regional Council:** North Country  
**Agency Specific Region:**(N/A)

### **PROGRAM SPECIFIC QUESTIONS**

#### **Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

**Project Title** Upgrade to City of Watertown's Fluoridation Equipment

Please refer to the Quick Start Guide for assistance in applying for this procurement through the NYS Grants Gateway. This guide is available on the Grants Reform website at: [www.grantsreform.ny.gov/Grantees](http://www.grantsreform.ny.gov/Grantees).

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT/CONTENT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

- 1 Program Summary (1a-1c) The purpose of this section is to summarize the entire project. (10 points)

1a Provide a brief description of the proposed work to be done and the reason why it is necessary.

The City is proposing to upgrade its current fluoride delivery system to one that will allow greater precision and control over a range of system demands. The City's current fluoride feeding system is a manually controlled diaphragm pump that relies upon the operator to adjust the pump speed based upon the plant output. The design of the fluoride dosing system was to accommodate the greater system demands and higher fluoride standard. The reduced fluoride standard, reduced system demands, and increasing chemical costs have demonstrated the need for improved precision in fluoride dose control. Upgrading the process logic control with improved pump technologies will assure that a consistent fluoride dose is being delivered.

1b Briefly describe the process or internal controls that will be used to control project costs and maintain economic efficiency.

The upgrades will be completed using City personnel to make the upgrades. No outside contractors will be necessary. For all purchases the City's purchasing policy will be adhered to For supplies that are greater than \$500 will require at least two quotes unless the equipment is sole source which will require a letter from the supplier.

1c Describe and/or upload documentation indicating how the water system has met the following eligibility criteria: Currently is fluoridating the water supply; or Has the necessary approvals in place to add fluoride to the public water supply in accordance with New York State Public Health Law §1100-a. Applicants should provide documentation of this. Documentation may include: a resolution, local ordinance or letter from the water system's Authorizing Official or an Approval of Plans for Public Water Supply Improvement form (form DOH-1017) issued to the municipality by the NYSDOH or your Local Health Department.

City of Watertown is currently fluoridating. Uploaded file includes a copy of the December 2015 monthly fluoride sample results from Wadsworth Laboratory, DOH fluoridation improvement recommendations and a award for 50 years of system fluoridation.

Upload [FileNetDocRetrieval.aspx?docID={6AE1E4EA-5053-4BA3-A40C-11566D8435F8}](http://FileNetDocRetrieval.aspx?docID={6AE1E4EA-5053-4BA3-A40C-11566D8435F8})

## 2 Statement of Need (2a-2d) (30 points)

### 2a Upload Attachment 2, Community Needs Assessment Table

Attachment 2 uploaded.

Upload \*FileNetDocRetrieval.aspx?docID={DF4CE966-D250-4B05-A759-B5AA53C3F5C5}

### 2b Describe any additional considerations about the data reported in the Community Needs Assessment Table (Attachment 2) or other concerns that supports the Statement of Need.

A significant percentage of the population that is service by the City's water is a military population rotating out every 2-3 years. The fluoridation that the military personnel and their families receive might be their only exposure to fluoridated water. Some of the municipalities that purchase water from the City cover multiple school districts resulting in the varying needs assessment.

### 2c Describe of the need for new or replacement equipment and how this will impact the community. Please include:

Name(s) of equipment being upgraded, replaced, repaired or added;

Age and condition of equipment being upgraded, replaced, or repaired;

Detailed description of any equipment problems/issues resulting from age, poor condition of, or lack of, proper equipment. Note challenges or inability to provide optimal Fluoride concentrations or to accurately monitor Fluoride concentrations or if equipment is currently offline for health and safety reasons; and Other infrastructure needs beyond equipment such as construction of new room for fluoridation equipment or fluoride additive storage. (If this is not applicable, state so within the description.)

Replace two Grundfos pumps: DME 12-6 pump (August 2010) and DDA 12-10 (August 2015) with two peristaltic pumps of similar output capacities. current status: one operational one in stand-by

Replacement of the Control Micro Systems process logic controllers(installed 1997, operational but no longer supported by manufacture) with Mitsubishi FX units the will allow for the fluoride feed system to be flow paced current status: operational

Eliminate the use of the potentiometer controller(installed 1997) for fluoride pump speed control, will be replaced /incorporated with PLC upgrade current status: operational

Replace current Hach DR 5000 bench top analyzer with new unit (July 2012) current status: operational

Upgrades would size the equipment so that the level of precision and control would be improved and allow for easier verification of process controls

The new Grundfos pump is the compatibility with the old system set-up. The configuration of the new pump is different and requires modification in order to be used.

The Control Micro systems logic control units are only compatible with Windows 98 operating systems. Limiting the adaption and system configuration options

Fluoridation program was designed to be feed at greater system demands, Due to infrastructure improvements, water conservation efforts, and a decline in the number of industrial accounts have reduced the average daily demand. Average Day 2015 4.77MGD with the maximum day 6.63 MGD Average Day 1998 5.77 MGD with a maximum day 7.80 MGD

Currently fluoridating at a range of 0.6-0.9 mg/l over the course of a 24 hour period. Averaged 0.775 mg/l based upon the average of the results from monthly samples analyzed by NYS DOH's Wadsworth Center Laboratory.

Upgrading will allow for the City's fluoridation program to provide better dosing control and efficient use of fluoridation chemical

### 2d Upload a one page statement and justification from the water supply owner or the water system's operator/engineer in charge that verifies the age and condition of existing fluoridation equipment and the need for replacement and/or new equipment.

Justification letter uploaded.

Upload \*FileNetDocRetrieval.aspx?docID={32624CCE-7A37-40A0-A031-711C45F14C30}

## 3 Description of Project (3a-3e) (20 points)

### 3a Describe any efforts the municipality has taken to discuss, promote or maintain fluoridation in the community.

The City of Watertown began its water fluoridation program in the early 1960's and has continued the commitment to fluoridation to this day. 2013 the City underwent a \$73,000 upgrade to the HFS storage and tank filling system. The storage and day tank vessels that were placed into service in May 1997 were replaced with atmospheric tanks with leak detection along with the tank fill piping and day tank scale. The capital project did not have provisions for the replacement of the fluoride dosing pumps or electronic controls. The continuous fluoride monitor was replaced in the lab March 2013 and was not part of the capital project. During this time there was an anti-fluoridation movement partitioning the City Council to stop the addition of fluoride to

the water.

3b Upload any documentation showing commitment or support for fluoridation. This may include resolutions, laws, awards, letters of support, community-level fluoridation promotion activities, etc. Please note: All documents must be combined into one pdf no larger than 10MB

50 years of fluoridation award uploaded.

Upload \*FileNetDocRetrieval.aspx?docID={665E0A1E-C605-4966-8461-33A173888B39}

3c Provide a detailed description of proposed work to be done. Include a list of proposed feed, monitoring, overfeed prevention, laboratory and safety equipment and appurtenances. Describe if/how upgrades will improve system's ability to provide and monitor optimal fluoride concentrations and prevent overfeed.

Replace two Grundfos DDA 12-10 pumps (August 2008 and August 2015) with two peristaltic pumps with a dose range of 0.005-7.9 gal/hr.

Replacement of the Control Micro Systems process logic controllers with Mitsubishi FX units that will allow for the fluoride feed system to be flow paced

Eliminate the use of the potentiometer control for fluoride pump speed control

Replace current Hach DR 5000 bench top analyzer with new unit

Upgrades would size the equipment so that the level of precision and control would be improved and allow for easier verification of process controls

Currently fluoridating at a range of 0.6-0.9 mg/l over the course of a 24 hour period.

Upgrading will allow for the City's fluoridation program to provide better dosing control and efficient use of fluoridation chemical

3d Please indicate in the description which of the following best describes your current fluoridation status:

System has not been fluoridating due to faulty or broken fluoridation equipment; System is fluoridating at the optimal level but the equipment is in need of repair or the system is being switched to a new fluoride additive; System was fluoridated in the past but has discontinued and wishes to restart; System has never been fluoridated but has been approved to initiate a fluoridation program.

The City is currently fluoridating near the current optimum standard.

3e Describe if this project is a Type I or Type II action under NYS Department of Environmental Conservation (DEC) State Environmental Quality Review Act (SEQR). If it is a Type I action, upload the documentation from NYS DEC that all provisions of SEQR have been met.

Project is a Type II and does not require an Environmental Impact Statement.

Upload

4 Program Activities (4a-4c) (10 points)

4a Please state the timeline for the project. include: Solicitation of bids or quotes from vendors; Selection of vendor; Purchase of equipment; Installation of equipment; Certification of project completion.

Order items (4-8 weeks for delivery)

Once components are on site:

2 days to program PLC's

3 days to install all components and test operation

The upgrades will be installed in parallel to the existing system therefore avoiding the need to suspend fluoridation during the upgrade.

All work will be performed in house

4b Describe how you will ensure that new equipment will be in place and in use for administering appropriate levels of fluoride into the drinking water within six months from the final invoice submission.

The City is mandated by the DOH to provide a continuous supply of fluoride, as approved by the populous decision in 1961. The City's commitment to maintaining the fluoridation program, as it has done for the past 50 years, would ensure that the equipment was in place and administering fluoride as soon as possible. Furthermore the simplicity of the upgrade, the use of City personnel and the direct replacement of equipment ensures the project completion would be completed in less than six months.

4c Upload the applicable report: Engineer's Report (Attachment 3) or Technical Submittal (Attachment 4). Please note: All sections of the Report/Submittal must be combined into one pdf no larger than 10MB. If the file size is larger, applicants should upload a condensed version. The NYSDOH reserves the right to request the full Engineering Report prior to announcing awards/executing contracts.

Technical Submittal uploaded.

Upload \*FileNetDocRetrieval.aspx?docID={ECD5F3AE-5019-46E5-A603-4B914E61028F}

5 Work Plan - This funding opportunity has a Grant Opportunity Defined work plan set in the Grants Gateway. The Objectives and Tasks cannot be removed from the work plan. The applicant will adhere to the implementation of the work plan activities per the standardized work plan. In the Work Plan Properties section of the Grants Gateway on line application, please enter the required performance measures for each work plan objective as listed in Attachment 5. (10 points)

6 Budget (6a-6c) (10 points)

6a Provide a budget narrative that includes a description for all costs including construction, installation, repair, replacement, or upgrade of fluoride equipment.

(2) Watson Marlow Qdos 30 \$5293.00  
PLC's and Flow control components Mitsubishi FX series

FX3U-16MR/ES \$	437.50
FX3U-4AD \$	334.60
FX3U-4DA \$	466.90
FX3U-ENET \$	404.60
GS-2107-WTBD \$	420.00
Total \$	2,063.60

Hach DR600 \$8612.00

\$15,968.60 in component costs

6b Provide detailed cost estimates for proposed work. Cost estimates should include engineering and/or services costs as appropriate.

The only costs will be equipment, will be using City personnel to install.

6c Upload all bids, quotes and cost estimates for equipment or services related to the project.

Equipment quotes uploaded.

Upload \*FileNetDocRetrieval.aspx?docID={53245A62-1933-49E8-9CE4-2882B1A95EE1}

## PERSONAL SERVICES - SALARY

### Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Salary position has been saved successfully, select the **Add** button above to add additional Salary position.
4. Click Forms Menu to return to the navigation links.

### Salary Detail

In the Salary section only include staff positions related to the implementation and administration of the program. If Salary is not applicable leave this section blank.

#### Details

Position/Title	NA
Role/Responsibility	NA
# in Title	NA

#### Financial

Annualized Salary Per Position	\$0
STD Work Week (hrs)	
% Funded	%
# Months Funded	
Total Grant Funds	\$0
Total Match Funds	
Match %	0%
Total Other Funds	

Line Total	\$0
------------	-----

<b>Category Total</b>	<b>\$0.00</b>
-----------------------	---------------

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

### **PERSONAL SERVICES - SALARY NARRATIVE**

#### **Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

#### **Salary Narrative**

Provide an explanation of any exceptions in staffing patterns and/or annual salary costs.

### **PERSONAL SERVICES - FRINGE**

#### **Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Fringe item has been saved successfully, select the **Add** button above to add additional Fringe items.
4. Click Forms Menu to return to the navigation links.

#### **Fringe Detail**

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If fringe is not applicable, leave this section blank.

#### [Details](#)

**Fringe - Type/Description** N/A

**Justification** N/A

#### [Financial](#)

**Total Grant Funds** \$0

**Total Match funds**

**Match %** 0%

**Total Other funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

### **PERSONAL SERVICES - FRINGE NARRATIVE**

#### **Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

#### **Fringe Narrative**

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If the budgeted fringe benefits represent an exception of the current NYS rate, please explain the difference.

### **CONTRACTUAL**

**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click Forms Menu to return to the navigation links.

**Contractual Detail**

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

[Details](#)

**Contractual - Type/Description** NA  
**Justification** NA

[Financial](#)

**Total Grant Funds** \$0  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**TRAVEL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Travel item has been saved successfully, select the **Add** button above to add additional Travel items.
4. Click Forms Menu to return to the navigation links.

**Travel Detail**

This section is used to itemize travel costs. If Travel is not applicable leave this section blank.

[Details](#)

**Travel - Type/Description** NA  
**Justification** NA

[Financial](#)

**Total Grant Funds** \$0  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.

**Equipment Detail**

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

[Details](#)

**Equipment - Type/Description** Chemical metering pump  
**Justification** replacement of old equipment  
**Purchase/Rent?** Purchase\*

[Financial](#)

**Total Grant Funds** \$2,646.50  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$2,646.50</b>
<b>Category Total</b>	<b>\$15,968.60</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.

**Equipment Detail**

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

[Details](#)

**Equipment - Type/Description** Chemical metering pump  
**Justification** Equipment standarize  
**Purchase/Rent?** Purchase\*

[Financial](#)

**Total Grant Funds** \$2,646.50  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$2,646.50</b>
<b>Category Total</b>	<b>\$15,968.60</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT****Instructions:**

1. Please complete all the required fields.

2. Select the **Save** button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.

**Equipment Detail**

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

[Details](#)

**Equipment - Type/Description** Process Logic Control  
**Justification** upgrade to new system  
**Purchase/Rent?** Purchase\*

[Financial](#)

**Total Grant Funds** \$2,063.60

**Total Match Funds**

**Match %** 0%

**Total Other Funds**

<b>Line Total</b>	<b>\$2,063.60</b>
<b>Category Total</b>	<b>\$15,968.60</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the **Add** button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.

**Equipment Detail**

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

[Details](#)

**Equipment - Type/Description** Laboratory bench top analyzer  
**Justification** upgrade old equipment  
**Purchase/Rent?** Purchase\*

[Financial](#)

**Total Grant Funds** \$8,612.00

**Total Match Funds**

**Match %** 0%

**Total Other Funds**

<b>Line Total</b>	<b>\$8,612.00</b>
<b>Category Total</b>	<b>\$15,968.60</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

**EQUIPMENT NARRATIVE****Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Equipment Narrative**

Provide documentation regarding bids received for equipment purchases. This field can be used to reference additional documents that are submitted with the application/contract.

Chemical metering pumps quote from Falleson Associates, Inc. for two Watson Marlow Qdos 30 pumps

Mitsubishi PLC quote from Unique Automation

Bench top analyzer DR600 from Hach.

Provide a justification for any exceptional equipment purchase/rental costs as related to the program needs. For example, a program may have a dollar threshold whereby equipment purchases of a certain amount must be justified. For ongoing or multiyear contract, justification is required for new items of equipment only.

## SPACE/PROPERTY RENT

### Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Space/Property: Rent item has been saved successfully, select the **Add** button above to add additional Space/Property: Rent items.
4. Click Forms Menu to return to the navigation links.

### Space/Property: Rent Detail

This section is used to itemize costs associated with Space/Property: Rent. If Space/Property: Rent is not applicable leave this section blank.

[Details](#)

**Space/Property: Rent - Type/Description** NA

**Justification** NA

[Financial](#)

**Total Grant Funds** \$0

**Total Match Funds**

**Match %** 0%

**Total Other Funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

[Click here to see a summary of the detail entered for this category.](#)

[CATEGORY TOTAL SUMMARY](#)

## SPACE/PROPERTY: RENT NARRATIVE

### Instructions:

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

### Space/Property: Rent Narrative

Provide a detailed explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby space/property expenditures of a certain amount must be justified.

## SPACE/PROPERTY: OWN

### Instructions:

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Space/Property: Own item has been saved successfully, select the **Add** button above to add additional Space/Property: Own items.
4. Click Forms Menu to return to the navigation links.

### Space/Property: Own Detail

This section is used to itemize costs associated with Space/Property: Own. If Space/Property: Own is not applicable leave this section blank.

[Details](#)

**Space/Property: Own - Type/Description** Own

**Justification** NA

**Financial**

**Total Grant Funds** \$0  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

[Click here to see a summary of the detail entered for this category.](#)

[CATEGORY TOTAL SUMMARY](#)

### SPACE/PROPERTY: OWN NARRATIVE

**Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Space/Property: Own Narrative**

Provide a detailed explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby space/property expenditures of a certain amount must be justified.

### UTILITIES

**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Utility item has been saved successfully, select the **Add** button above to add additional Utility items.
4. Click Forms Menu to return to the navigation links.

**Utility Detail**

This section is used to itemize costs associated with Utilities. If Utility is not applicable leave this section blank.

**Details**

**Utilities - Type/Description** NA  
**Justification** NA

**Financial**

**Total Grant Funds** \$0  
**Total Match Funds**  
**Match %** 0%  
**Total Other Funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0.00</b>

[Click here to see a summary of the detail entered for this category.](#)

[CATEGORY TOTAL SUMMARY](#)

### UTILITIES NARRATIVE

**Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Utilities Narrative**

Provide a detailed explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby space/property expenditures of a certain amount must be justified.

**OPERATING EXPENSES****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an operating expense item has been saved successfully, select the **Add** button above to add additional operating expense items.
4. Click Forms Menu to return to the navigation links.

**Operating Expenses Detail**

This section is used to itemize costs associated with the operation of the program, including but not limited to insurance/bonding, photocopying, advertising, and supplies. If Operating Expenses are not applicable leave this section blank.

[Details](#)

**Operating Expenses - Type/Description** NA  
**Justification** NA

[Financial](#)

**Total Grant Funds** \$0  
**Total Match funds**  
**Match %** 0%  
**Total Other funds**

<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0</b>

[Click here to see a summary of the detail entered for this category.](#)

**CATEGORY TOTAL SUMMARY****OPERATING EXPENSES NARRATIVE****Instructions:**

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

**Operating Expenses Narrative**

If applicable, please provide an explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby operating expenses of a certain amount must be justified.

**OTHER EXPENSES DETAIL****Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an other expense item has been saved successfully, select the **Add** button above to add additional other expense items.
4. Click Forms Menu to return to the navigation links.

**Other Expenses Detail**

If Other Expenses is not applicable, leave this section blank.

[Details](#)

**Other Expenses - Type/Description** NA  
**Justification** NA

[Financial](#)

<b>Total Grant Funds</b>	\$0
<b>Total Match funds</b>	
<b>Match %</b>	0%
<b>Total Other funds</b>	
<b>Line Total</b>	<b>\$0</b>
<b>Category Total</b>	<b>\$0</b>

Click here to see a summary of the detail entered for this category.

[CATEGORY TOTAL SUMMARY](#)

### **OTHER NARRATIVE**

#### **Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

#### **Other Expenses Narrative**

If applicable, please provide an explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby the other cost category expenses of a certain amount must be justified.

### **EXPENDITURE SUMMARY**

#### **Instructions:**

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$0	\$0	0%	0%	\$0	\$0
b) Fringe	\$0	\$0	0%	0%	\$0	\$0
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>		<b>\$0</b>	<b>\$0</b>
2. Non Personal Services						
a) Contractual	\$0	\$0	0%	0%	\$0	\$0
b) Travel	\$0	\$0	0%	0%	\$0	\$0
c) Equipment	\$15,968.60	\$0	0%	0%	\$0	\$15,968.60
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$0	\$0	0%	0%	\$0	\$0
f) Other	\$0	\$0	0%	0%	\$0	\$0
<b>Subtotal</b>	<b>\$15,968.60</b>	<b>\$0</b>	<b>0%</b>		<b>\$0</b>	<b>\$15,968.60</b>
<b>Total</b>	<b>\$15,968.60</b>	<b>\$0</b>	<b>0%</b>	<b>0%</b>	<b>\$0</b>	<b>\$15,968.60</b>
<b>PERIOD TOTAL</b>	<b>\$0</b>					

### **WORK PLAN OVERVIEW FORM**

#### **Instructions:**

The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

**Work Plan Period** From 3/1/2016 To 6/30/2016

#### **Project Summary**

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation.

The overall goal of the project is the upgrade to the equipment, the control component, and increased precision in fluoride dosing. The replacement of diaphragm pumps with peristaltic pumps will provide greater repeatability in dose control. The upgrade to the electronic process control system will increase reliability and serviceability to maintain efficient fluoride dosing. While the laboratory component will allow tighter quality assurance and controls.

The current design and dose control are a continuation of the antiquated system performance and fluoride standards. Improvements to the distribution

system, changes in water use and a change in the demographics of the City have reduced the daily demands for water complicating the delivery of fluoridated water with the current equipment. Factoring the reduction in the fluoride standard with the availability of the funding opportunity make these improvements a timely occurrence. The population served by the City of Watertown continues to grow, ever expanding the influence of the fluoridation program's impact upon its customers. Large components of the population served by the City of Watertown are military which typically have a station assignment of 2-3 years. The soldiers and their families are from all over the country and may not have had access to fluoridated water in the past. Due to the young age of the soldiers and their families the exposure to adequate fluoridation is critical to the prevention of dental caries. The narrow window to provide fluoridation to the young soldiers and their families further displays the necessities for optimized dose control. The heart of any program is being able to efficiently manage components that are necessary to fulfill the objectives. The City desires the continued fluoridation but at the most efficient means available. Balancing economics with water treatment in today's environment is not only ethical but essential. As the stewards for the City of Watertown's water supply we are always diligent in the pursuit of improved efficiency and process control. The proposed project will allow the City to obtain these current goals while being flexible to accommodate future demands and changes.

#### **Organizational Capacity**

Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.

The City of Watertown is a 1A surface water facility that directly serves a population of 27,000. The facility is staffed by two 1A, nine 2A licensed operators providing a continuous manned coverage of the water treatment plant. All licensed operators are required to attend 30 hours of DOH approved continuing education credits every 3 years to maintain their license.

### **OBJECTIVES AND TASKS**

#### **Instructions:**

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective
<b>Objective Name</b>
Engineer's Report
<b>Objective Description</b>
The Engineer's Report clearly states the scope of the project and contains the project-relevant components listed under Section 1.1 of Recommended Standards for Water Works 2012 Edition.

### **OBJECTIVES AND TASKS**

#### **Instructions:**

1. Select the **View/Add** link next to a Task to add or edit the Performance Measures for that Task.
2. Click Forms Menu to return to the navigation links.

Objective
<b>Objective Name</b>
Fluoride Distribution
<b>Objective Description</b>
Fluoride is administered by the new or updated public water system

### **DEFINE TASKS**

#### **Objective: Engineer's Report**

##### **Task**

Obtain Bureau of Water Supply approval of the project scope described in the engineering report before any work begins.

### **DEFINE TASKS**

#### **Objective: Fluoride Distribution**

##### **Task**

Obtain a certificate of project completion from the engineer that the work was executed as previously described and accepted by DOH.

### **DEFINE TASKS**

#### **Objective: Engineer's Report**

##### **Task**

Solicit appropriate bids/quotes from vendors

### **PERFORMANCE MEASURE**

**Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

**Objective:** Fluoride Distribution**Task:** Obtain a certificate of project completion from the engineer that the work was executed as previously described and accepted by DOH.**Performance Measure Name****Certificate of completion**

Narrative

Once upgrades have been completed a letter detailing all completed tasks will be submitted to the DOH.

Upload

FileNetDocRetrieval.aspx?docID={21C80793-196B-4683-88C6-A83659853392}

**PERFORMANCE MEASURE****Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

**Objective:** Engineer's Report**Task:** Obtain Bureau of Water Supply approval of the project scope described in the engineering report before any work begins.**Performance Measure Name****Project approval from DOH within 90 days of contract execution.**

Narrative

Once awarded funding, formal written approval from the DOH will be obtained.

**PERFORMANCE MEASURE****Instructions:**

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

**Objective:** Engineer's Report**Task:** Solicit appropriate bids/quotes from vendors**Performance Measure Name****Quotes from vendors.**

Narrative

The City has quotes from vendors that are sole source due to the efforts to standardize equipment used throughout the plant.

**PRE-SUBMISSION UPLOADS****Instructions:**

1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated **Upload** row to upload the document as part of your application.

**Grant Application Cover Sheet\***

Complete and upload the grant application cover sheet

FileNetDocRetrieval.aspx?docID={BE00D25B-33FF-4B8B-A6E8-11EE98E1FCA7}

**Document Template:** [Click here](#)

**Attachment 2 Community Needs Assessment Table\***

Complete and upload the Community Needs Assessment Table

FileNetDocRetrieval.aspx?docID={41E0932A-A9C9-4089-8AFD-10DDF9633FFB}

**Document Template:** [Click here](#)

**Attachment 7 Cost Estimates Form\***

Complete and upload a Proposed Vendor for Project using separate pages for each vendor; include at least two vendors.

FileNetDocRetrieval.aspx?docID={91EF19C3-BA6C-4230-9F68-284D9DF0C4D8}

**Document Template:** [Click here](#)

**Attachment 9 Minority & Women-Owned Business Enterprise Requirement Forms\***

Complete the required forms and upload here

FileNetDocRetrieval.aspx?docID={62284B31-38B6-4719-9C7A-87D5C7FD0ABE}

**Document Template:** [Click here](#)

**Grantee User Guide**

This is for informational purposes only. It does not need to be included with an application.

**Document Template:** [Click here](#)

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor and Members of City Council

**FROM:** Vicky L. Murphy, Water Superintendent

**Date:** September 13, 2016

**RE:** NYSDOH Drinking Water Fluoridation Contract

**Background:**

The City of Watertown understands the importance of maintaining and updating equipment to better serve its' water customers. Due to a reduced fluoride standard, reduced system demand and increasing chemical costs, there is a need to upgrade the City's current manual fluoride feeding system with a dose control system with improved precision. Additionally upgrading the process logic control along with improved pump technologies will assure that a consistent fluoride dose is being delivered.

The NYSDOH through the State of New York Master Contract Grants has the authority to provide funding for such programs and the City of Watertown is able to provide the expertise to complete the program. Council approval is required to enter into an agreement with NYS for this funding.

Should Council concur with the recommendation to proceed, a resolution will be drafted for the October 3 meeting.

**Fiscal Implications:**

The total budget for the project is **\$15,968.60** and includes \$2,646.50 for chemical metering pumps, \$8,612.00 for a laboratory analyzer, and \$4,710.10 for process logic control and flow control components. The Project includes all equipment costs. The City's total cost is **\$0.00**.

Res No. 2

September 26, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Amendment No. 109 to the Management and Management Confidential Pay Plan

The position of a temporary Administrative Specialist has been approved by the Civil Service Commission.

Attached for Council consideration is an Amendment to the Management and Management Confidential Pay Plan to establish the salary.

# RESOLUTION

Page 1 of 1

Amendment No. 109 to the Management and Management Confidential Pay Plan

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

---

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves Amendment No. 109 to the Management and Management Confidential Pay Plan, for the position listed below, as follows:

Position

Salary

Temporary Administrative Specialist

\$15.00/hour

**Seconded by**

Res No. 3

September 21, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Professional Services Agreement for City Court Expansion Project, Bernier, Carr & Associates, P.C.

On December 19, 2013, Governor Andrew M. Cuomo signed legislation increasing the number of Watertown full-time City Court Judges to two, effective April 1, 2014. The City of Watertown has proceeded with plans to expand the City Court to include a Civil Courtroom and support spaces. On December 15, 2014, City Council approved a Professional Services Agreement with MRB Group. MRB Group has now been terminated from the project.

As stated in the attached report from City Engineer Justin Wood, an Agreement for Professional Services with Bernier, Carr & Associates, P.C. has been created for the purposes of performing architectural and engineering services to design the Watertown City Court expansion project. You will note that there are three options presented for City Council review.

Attached for City Council consideration is a resolution approving a Professional Services Agreement with Bernier, Carr & Associates, P.C. Funding for this Agreement will be covered by the current Bond Ordinance approved by City Council on December 15, 2014.

# RESOLUTION

Page 1 of 1

Approving Professional Services Agreement for City Court Expansion Project, Bernier, Carr & Associates, P.C.

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS New York State Governor Andrew M. Cuomo has signed legislation increasing the number of Watertown full-time City Court Judges to two effective April 1, 2014, and

WHEREAS the City is required to provide a Civil Courtroom in addition to the current City Court at the City’s expense, and

WHEREAS the previously approved Professional Services Agreement with MRB Group has been terminated, and

WHEREAS a Professional Services Agreement for the architectural and engineering design services has been developed,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with Bernier, Carr & Associates, P.C., a copy of which is attached and made part of this resolution, for the architectural and engineering design services for the Civil Courtroom and support spaces, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to execute the Professional Services Agreement on behalf of the City of Watertown.

### **Seconded by**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this \_\_\_\_ day of October, 2016, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and Bernier, Carr & Associates, P.C. a New York professional corporation with principal offices located at 327 Mullin Street, Watertown, NY 13601 (“Architect”).

### RECITALS

WHEREAS, on September 12, 2014, the City issued a Request for Proposals, providing a scope of work for the provision of professional architectural/engineering services in connection with the Watertown City Court Expansion; and

WHEREAS, Architect responded to the Request for Proposals by a document entitled “Proposal For City of Watertown, Watertown City Court Expansion” dated October 10, 2014, responding to the scope of work to be performed, containing a fee for those services; and

WHEREAS, the City hired an architect (MRB Group) in December 2014 to perform design services for the Watertown City Court Expansion, and subsequently terminated that contract in September 2016, and whereas the City now desires to enter into an Agreement with new Architect (Bernier, Carr & Associates, P.C.) for the provision of the professional services outlined in the Architect’s Fee Proposal dated September 23, 2016 that provided a lump sum fee for Schematic Design and a sliding scale fee schedule for Final Design of the project based on a percentage of the estimated construction cost; and

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

**AGREEMENT**

**1. Scope of Services.**

The scope of services to be performed by Architect for the City in connection with the Watertown City Court Expansion, and fixed fee of \$15,000 is as set forth on the proposal dated September 23, 2016, a copy of which is attached as Exhibit "A."

Services will consist of schematic design of two options, including a renovation option and a new build option, which will include preparation of schematic plans, and engineer's estimate. The professional services agreement does not include any services provided after completion of Schematic Design. The City makes no assurance that the design firm will be selected for Design Development or Construction Document services, or project management services during construction.

As such the Architect's services under this Agreement shall be deemed complete upon selection of a schematic design option with City Council's and the Unified Court System's acceptance;

Architect shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Architect's employees shall be regarded as its employees, and not City employees. Accordingly, Architect shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Architect shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Architect shall

provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

**2. City Representative.**

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Architect shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

**3. City to Provide File Documents.**

The City shall provide the Architect with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Architect shall return any original documents upon completion of the task for which they were made available.

**4. City Property.**

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Architect and provided to the City, both written and electronic, shall become the property of the City upon provision.

**5. Term of Agreement.**

The performance of services by Architect shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction, no later than January 31, 2017.

**6. Payment.**

The Architect shall submit monthly progress payments for percentage of work completed, and reimbursable expenses incurred during that monthly period.

**7. Disputes.**

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

**8. Notices.**

To the City:                      Watertown City Manager  
    City of Watertown  
    245 Washington Street  
    Watertown, New York 13601

To the Architect:                Bernier, Carr & Associates P.C.  
    Rick W. Tague, A.I.A., President  
    327 Mullin Street  
    Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this \_\_\_\_\_ day of October, 2016.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Sharon Addison  
City Manager

BERNIER, CARR AND ASSOCIATES P.C.

By: \_\_\_\_\_  
Rick W. Tague, A.I.A.  
President

**EXHIBIT "A"**  
**SCOPE OF SERVICES and FEE PROPOSAL**



September 23, 2016

**Mr. Justin Wood, P.E.**  
**City Engineer**  
**City of Watertown**  
Suite 305, City Hall  
245 Washington Street  
Watertown, New York 13601

**Re: Fee Proposal**  
**Watertown City Court Expansion**

Dear Mr. Wood:

It was a pleasure for Travis and me to meet with you on September 8, 2016, to review the status of the City of Watertown's Court Project.

It is our understanding that you are in the process of releasing your current design professionals from this project and would like BCA to succeed them moving forward. As we discussed at our meeting, you would like us to explore two (2) options for the Courts at this time.

Option 1 would be a "clean slate" option to look at how the Court and Code Enforcement spaces could be designed if the constraints of maintaining the existing Court Room was removed. This option would include a secure entrance for the whole building.

Option 2 would be to look at an entirely new building on a new site that would be dedicated solely to Court functions.

As previously submitted, we have included our fee for Basic Services on the following page. We are recommending that we begin with the Schematic Design Phase to develop the two (2) proposed options. This would be done at a firm fixed fee. Our services would include the following:

- Meetings with administrators and staff to develop the schematic floor plans of the "clean slate" and new building options.
- Schematic level exterior elevations of the proposed new building and the secure entrance addition to the existing City Hall.
- Budget cost estimates for each option.
- Presentation of the two (2) options to the City Council.

The fee for the Schematic Design Phase would be a lump sum fee of \$15,000. We would credit back \$5,000 of that fee towards our final fee for the design of the selected option. We are ready to begin immediately and would expect the Schematic Design process to take 6 to 8 weeks, depending on the availability of City staff for meetings.

WATERTOWN  
327 MULLIN STREET  
WATERTOWN, NEW YORK 13601  
TEL: 315.781.8130

SYRACUSE  
1620 7<sup>TH</sup> NORTH STREET  
LIVERPOOL, NEW YORK 13088  
TEL: 315.760.3766

ITHACA  
161 EAST STATE STREET, SUITE 200  
ITHACA, NEW YORK 14850  
TEL: 607.319.4050



# BCA ARCHITECTS & ENGINEERS

**Mr. Justin Wood**  
September 23, 2016  
Page 2

Once the preferred option is selected and a budget established, we would negotiate a firm fixed fee for the remaining phases of the project. The attached fee Schedule would be the basis for that negotiation.

Please contact me directly if you have any questions. If this proposal is acceptable, we will prepare a formal Contract for your review.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Rick W. Tague', written over a horizontal line.

Rick W. Tague, A.I.A.  
President

RWT:lr

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Enc.: Fee Schedule/Reimbursable Expenses



# BCA ARCHITECTS & ENGINEERS

## Watertown City Court Expansion

### Fee Schedule

Estimated Construction Cost	New	Renovations
\$ 750,001 to \$ 1,000,000	9.79%	11.84%
\$ 1,000,001 to \$ 1,250,000	9.68%	11.73%
\$ 1,250,001 to \$ 1,500,000	9.57%	11.62%
\$ 1,500,001 to \$ 1,750,000	9.46%	11.51%
\$ 1,750,001 to \$ 2,000,000	9.35%	11.40%
\$ 2,000,001 to \$ 2,250,000	9.24%	11.29%
\$ 2,250,001 to \$ 2,500,000	9.13%	11.18%
\$ 2,500,001 to \$ 2,750,000	9.02%	11.07%
\$ 2,750,001 to \$ 3,000,000	8.91%	10.96%
\$ 3,000,001 to \$ 3,250,000	8.80%	10.85%
\$ 3,250,001 to \$ 3,500,000	8.69%	10.74%
\$ 3,500,001 to \$ 3,750,000	8.58%	10.63%
\$ 3,750,001 to \$ 4,000,000	8.47%	10.52%
\$ 4,000,001 to \$ 4,250,000	8.36%	10.41%

### Reimbursable Expenses

The fees proposed in the Fee Schedule above include all reimbursable costs with the exception of the following:

- Hazardous materials survey, sampling, and testing services
- Boundary and/or topographic survey
- Geotechnical/subsurface exploration
- Printing

RWT:lr

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CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: September 19, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown City Court Expansion Project – Professional Services Agreement

Enclosed is a copy of the professional services agreement with *Bernier, Carr & Associates* for City Council review and approval. The agreement was created for the purposes of performing architectural and engineering services to design the Watertown City Court Expansion project, since the original design consultant, the MRB Group, was terminated from the project.

The Scope of Work for this Agreement covers Schematic Design, only, for two options: Blank Slate (1<sup>st</sup> Floor) Renovation at City Hall, and a New Build Option, for a fee of \$15,000. These two options will be compared to the current option developed by MRB, which evolved around constraints which no longer apply, due to the UCS's requirements and increased level of renovation.

A third option, to study and evaluate the feasibility of relocating City Court to the American Legion Building at 138 Sterling St can be included as a separate agreement for a fee of \$8,500 with Council's concurrence. This option is the least likely candidate for the Court facilities due to the magnitude of renovations which would have to take place to meet known UCS requirements. Existing infrastructure of substandard ceiling heights, HVAC systems, and storage spaces, could pose additional challenges with UCS.

Once the options are vetted and agreed to by City Council and the Unified Court System, a supplemental agreement for Final Design will be brought to City Council for approval. Since the ultimate solution to be designed is yet to be determined, the fee for the Supplemental Agreement (SA) will be based on a percentage of total estimated construction cost, per the included sliding scale Fee Schedule.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Manager  
Jim Mills, City Comptroller  
File



B C A A R C H I T E C T S & E N G I N E E R S

September 19, 2016

Mr. Justin Wood, P.E., City Engineer  
City of Watertown  
Suite 305, City Hall  
245 Washington Street  
Watertown, New York 13601

Re: City Courts  
American Legion Feasibility Study

Dear Mr. Wood:

As requested, we have prepared a supplemental proposal to conduct a Feasibility Study of the American Legion building. It is the intent of the City of Watertown to look at whether or not the American Legion building would be a feasible alternative for relocating the City Courts.

The scope of our work would be as follows:

Field measure the existing building to develop a floor plan suitable for planning purposes	\$ 3,000
Preliminary review of existing mechanical, electrical, and plumbing systems for adaptability and their condition for Court use	\$ 1,500
Preliminary review of the building envelope, including the roof, to determine the condition and potential work needed	\$ 1,500
Develop up to three (3) schemes with budgets for the Court relocation into the existing building	\$ 2,500

**Total Fee \$ 8,500**

The work for the Feasibility Study would be performed concurrently with the proposed study of the existing Court Facility and the option of a new facility as outlined in our letter of September 15, 2016. The City will need to provide us access to the American Legion building. We would also recommend that a hazardous materials testing firm be engaged to determine the presence of any hazardous materials.

We are ready to proceed as soon as we receive authorization from the City. Please contact me directly if you have any questions.

Respectfully submitted,

Rick W. Tague, A.I.A.  
President

RWT:lr 1:\Projects\0 Proposals\Letter Proposals\Wood-091916.docx

WATERTOWN  
327 MULLIN STREET  
WATERTOWN, NEW YORK 13601  
TEL 315 732 8139

SYRACUSE  
1020 7<sup>TH</sup> NORTH STREET  
LIVERPOOL, NEW YORK 13088  
TEL 315 760 2760

ITHACA  
491 EAST STATE STREET, SUITE 200  
ITHACA, NEW YORK 14850  
TEL 607 319 4053

Res Nos. 4 and 5

September 21, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Orders Nos. 8 and 9 for Disinfection Improvement Project, C. O. Falter Construction Inc.

On June 3, 2013, City Council accepted the bid submitted by C.O. Falter Construction Inc. for the general construction work for the Waste Water Treatment Plant Disinfection Improvement Project in the amount of \$3,923,101.

City Council approved Change Order No. 1 for C.O. Falter Inc. on January 21, 2014, and Change Orders Nos. 2 and 3 on February 18, 2014, for the General Construction work. Change Order No. 4 was approved by City Council on April 7, 2014.

In addition, Change Orders Nos. 5 and 6 were approved by City Council on June 2, 2014 and July 7, 2014, bringing the total contract amount to \$4,030,855.60. City Council approved Change Order No. 7 for a 35 day extension of time to the contract on October 6, 2014.

C.O. Falter Construction Inc. has now brought forward Change Orders Nos. 8 and 9. As detailed in City Engineer Justin Wood's attached report, this project was substantially completed in July 2015. These Change Orders represent a credit to the City to extend our contract with GHD to keep them on site through the end of the project and an increase attributed to the additional concrete repair of the walls on the Digester Building. The total increase of \$7,698.16 brings the total contract amount to \$4,038,553.76.

Resolutions are attached for City Council consideration. The current Bond Ordinance provides adequate funding for these Change Orders.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 8 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

**Introduced by**

Total .....

WHEREAS on June 3, 2013, the City Council of the City of Watertown approved a bid submitted by C.O. Falter Construction Inc. in the amount of \$3,923,101.00 for the Waste Water Disinfection Improvement Project general construction work, and

WHEREAS City Council approved Change Order No. 1 on January 21, 2014 in the amount of \$11,781.55, and

WHEREAS City Council approved Change Order No. 2 in the additional amount of \$6,491.50 and Change Order No. 3 in the additional amount of \$9,075.69 on February 18, 2014, and

WHEREAS City Council approved Change Order No. 4 in the amount of \$1,961.80 on April 7, 2014, and

WHEREAS City Council approved Change Orders Nos. 5 and 6 on June 2, 2014 and July 7, 2014, bringing the total contract amount to \$4,030,855.60, and

WHEREAS City Council approved Change Order No. 7 on October 6, 2014 for a 35 day extension of time to the contract, and

WHEREAS C. O. Falter Construction Inc. has now submitted Change Order No. 8 in the decreased amount of \$31,071.18 to reimburse the City's cost to extend our contract with GHD to keep them on site through the end of the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 8 to the contract with C.O. Falter Construction Inc., a copy of which is attached and made part of this resolution, in the decreased amount of \$31,071.18 for the general construction work for the Waste Water Disinfection Improvement Project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

**Seconded by**

# Change Order No. 08G

Date of Issuance: 09/09/2015

Effective Date: Date of Owner's Signature

Project: Disinfection Improvements Project	Owner: City of Watertown	Owner's Contract No.: N/A
Contract: Contract No. 1 – General		Date of Contract: July 19, 2013
Contractor: C.O. Falter Construction		Engineer's Project No.: 8614925

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

Description: Contract deduct for an additional 251 days of engineering services for construction administration due to delay in achieving substantial completion by the GC (current contractual date of substantial completion of October 4, 2014 to actual date of June 12, 2015).

**Attachments (list documents supporting change):**

None

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,923,101.00

Increase from previously approved Change Orders No. 01 to No. 07:

\$ 107,754.60

Contract Price prior to this Change Order:

\$ 4,030,855.60

Decrease of this Change Order:

\$ 31,071.18

Contract Price incorporating this Change Order:

\$ 3,999,784.42

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 08-06-2014 (393)

Ready for final payment (days or date): 10-15-2014 (453)

Increase from previously approved Change Orders No. 01 to No. 07:

Substantial completion (days): 49

Ready for final payment (days): 49

Contract Times prior to this Change Order:

Substantial completion (days or date): 10-04-2014 (442)

Ready for final payment (days or date): 12-03-2014 (502)

Increase of this Change Order:

Substantial completion (days or date): 251

Ready for final payment (days or date): 251

Contract Times with all approved Change Orders:

Substantial completion (days or date): 06-12-2015 (693)

Ready for final payment (days or date): 08-11-2015 (753)

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 9/9/15

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 7/25/16 received (AER)

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

**Watertown WPCP Disinfection Improvements  
General Contract (Contract No. 1)  
Change Order CO-08G  
Date: 09-09-2015**

<b>Claim Description</b>	<b>Cost</b>
Engineering Construction Admin	-\$11,000.00
Resident Project Representation	
Oct 2014 (19th - 31st)	-\$4,439.05
Nov 2014 thru June 2015	-\$15,632.13
<b>Total Change Order</b>	<b>-\$31,071.18</b>



JDG

October 23, 2014

Mr. Martin Falter  
C.O. Falter Construction Corporation  
403 West Bear Street  
Syracuse, NY 13204

Re: Contract Times  
Water Pollution Control Plant Disinfection Improvements Project  
Contract No. 1 - General  
City of Watertown, New York  
GHD No. 8614925.20.1

Dear Mr. Falter:

The purpose of this letter is to confirm our discussions onsite at the construction progress meeting that as of October 3, 2014 (date of Substantial Completion for the above-referenced contract), C.O. Falter Construction Corporation had not achieved Substantial Completion. The following major work items required under Contract No. 1 – General still remain to be completed in order to achieve Substantial Completion for the Disinfection Improvements Project at the Watertown Water Pollution Control Plant.

- a) Installation of liquid chemical feed systems (Section 11348).
- b) Chemical feed piping associated with the bulk storage tanks and pumps.
- c) Interconnection of the new Train A dechlorination channel.
- d) Interconnection of the new Train B chlorine contact tanks and dechlorination channel.
- e) Start-up of the individual process equipment items (see Section 01660):
  - Submersible Mixers (Section 11260)
  - Liquid Chemical Feed System (Section 11348)
  - Chemical Tanks (Section 11350)
  - Sample Pumps (Section 11260)
  - Sluice Gates (Section 11290)
  - Slide Gates (Section 11291)
  - FRP Enclosure (Section 13146)
- f) Start-up and successful operation of the overall disinfection and dechlorination processes (see Section 01660).
- g) All required manufacturer's services must be completed, including start-up, testing, troubleshooting, approved O&M Manuals, training and submission of corresponding reports and certifications (see Specification Sections 01640 and individual equipment sections).
- h) All specified spare parts must be turned over to the Owner in accordance with the Contract Documents.

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The City has granted three separate contract time extensions to the General Contractor to date (totaling 49 days) on this project to provide the Contractor with additional time to complete this work and obtain Substantial Completion (CO-01G, CO-04G and CO-07G) . However, this work is still incomplete. As a result of the General Contractor's failure to achieve Substantial Completion by the specified date, additional costs are being incurred by the Owner and Engineer to continue to administer construction.

It is the Owner's and Engineer's determination that the causes for delay in completing the work of Contract No. 1 – General associated with the above-referenced contract times (including contract time extensions already provided) are within the Contractor's control as defined in Article 12 of the General Conditions, and that C.O. Falter will therefore be responsible for any and all costs and expenses to the Owner associated with said delay. These costs may include liquidated damages and engineering charges for delay in completion as described in 4.03 of the Agreement.

In addition to the work needed to achieve Substantial Completion, other work items that are outstanding and which need to be completed to achieve C.O. Falter's readiness for final payment by the specified date of December 2, 2014, include:

- Sludge piping modifications associated with Change Order No. 07G
- Demobilization and site restoration must be completed
- All contract closeout documentation must be completed

Please call if you have any questions.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read 'Jason Greene', is positioned above the typed name.

Jason Greene, P.E.  
Project Manager

JDG/dlr

cc: Michael Sligar, P.E., City of Watertown  
Mark Crandall, City of Watertown  
Bruce Munn, P.E., GHD



## Project Detail Report

Time: 15:49:26  
Date: 8/26/2015

**From Period:** 04/2015      **Thru Period:** 04/2015

**Summary Selection:**      Employee Responsible

<b>Level:</b>	Project	<b>Resp Type:</b> M	<b>Co Code:</b>	<b>Use Maps:</b> N
<b>Map Code:</b>		<b>Map Level:</b>	<b>A/S Values:</b> S	<b>Value:</b> Jason Greene

**Multi Level Selection:**      None

<b>Restrict By</b>	None	<b>Budget:</b>	Current	<b>Status:</b>	Active
<b>Ind:</b>		<b>Currency:</b>	Project	<b>Chargeable:</b>	Both Chargeable and Non Chargeable
<b>Min Value:</b>		<b>Project w/o</b>	N		
<b>Max Value:</b>		<b>Activity:</b>			

**Project:** 8614925-Watertown WWTP Disinfection Improve

<b>Phase</b>	05-Watertown WPCP Disinfection - RPR	<b>Task</b>	****-Watertown WPCP Disinfection - RPR
<b>Co</b>	337-GHD Consulting Services Inc.	<b>Org</b>	86U000-NE Operations
<b>Rev Ttype</b>	01-LABOR		

**EVC:** E 86322      Grzella Mark

Year	Per	DT	Suf	Doc Nbr	Doc Date	Hours	Cost	Effort
2015	4	TC	**	86322	10/5/2014	8.00	0.00	765.58
2015	4	TC	**	86322	10/5/2014	8.00	0.00	765.58
2015	4	TC	**	86322	10/5/2014	8.00	0.00	765.58
2015	4	TC	**	86322	10/26/2014	8.00	0.00	765.58
2015	4	TC	**	86322	10/26/2014	8.00	0.00	765.58
2015	4	TC	**	86322	10/26/2014	8.00	0.00	765.58
2015	4	TC	**	86322	11/2/2014	4.00	0.00	382.79
2015	4	TC	**	86322	11/2/2014	8.00	0.00	765.58
2015	4	TC	**	86322	11/2/2014	4.00	0.00	382.79
2015	4	TC	**	86322	11/2/2014	4.00	0.00	382.79
<b>Totals</b>						68.00	0.00	6,507.43

**END OF REPORT**

## Project Detail Report

Time: 15:48:39  
Date: 8/26/2015

**From Period:** 04/2015      **Thru Period:** 04/2015

**Summary Selection:**      Employee Responsible

<b>Level:</b>	Project	<b>Resp Type:</b> M	<b>Co Code:</b>	<b>Use Maps:</b> N
<b>Map Code:</b>		<b>Map Level:</b>	<b>A/S Values:</b> S	<b>Value:</b> Jason Greene

**Multi Level Selection:**      None

<b>Restrict By</b>	None	<b>Budget:</b>	Current	<b>Status:</b>	Active
<b>Ind:</b>		<b>Currency:</b>	Project	<b>Chargeable:</b>	Both Chargeable and Non Chargeable
<b>Min Value:</b>		<b>Project w/o</b>	N		
<b>Max Value:</b>		<b>Activity:</b>			

**Project:** 8614925-Watertown WWTP Disinfection Improve

<b>Phase</b>	05-Watertown WPCP Disinfection - RPR	<b>Task</b>	****-Watertown WPCP Disinfection - RPR
<b>Co</b>	337-GHD Consulting Services Inc.	<b>Org</b>	86U000-NE Operations
<b>Rev Ttype</b>	02-EXPENSES		

**EVC:** E 86322 Grzella Mark

Year	Per	DT	Suf	Doc Nbr	Doc Date	Hours	Cost	Effort
2015	4	TU	**	86322	10/5/2014	8.00	41.52	0.00
2015	4	TU	**	86322	10/5/2014	8.00	41.52	0.00
2015	4	TU	**	86322	10/5/2014	8.00	41.52	0.00
2015	4	TU	**	86322	10/26/2014	8.00	41.52	0.00
2015	4	TU	**	86322	10/26/2014	8.00	41.52	0.00
2015	4	TU	**	86322	10/26/2014	8.00	41.52	0.00
2015	4	TU	**	86322	11/2/2014	4.00	20.76	0.00
2015	4	TU	**	86322	11/2/2014	8.00	41.52	0.00
2015	4	TU	**	86322	11/2/2014	4.00	20.76	0.00
2015	4	TU	**	86322	11/2/2014	4.00	20.76	0.00
<b>Totals</b>						68.00	352.92	0.00

**END OF REPORT**

## Project History Report

*Nov 2014 - June 2015*

Time: 15:21:48  
Date: 8/26/2015

From Period: 05/2015      Thru Period: 02/2016

Summary Selection:      Employee Responsible

Level: Project      Resp Type: M      Co Code:      Use Maps: N  
Map Code:      Map Level:      A/S Values: S      Value: Jason Greene

Multi Level Selection:      None

Restrict By Ind: None      Budget: Current      Status: Active  
Min Value:      Currency: Project      Chargeable: Both Chargeable and Non Chargeable  
Max Value:      Project w/o Activity: N

Project: 8614925-Watertown WWTP Disinfection Improve

Phase      05-Watertown WPCP Disinfection - RPR      Task  
Co           Org  
Rev Ttype

Account	EVC Code	EVC Name	Cls	Actv	L/E	R/O	B/N	Hours	Cost	Effort
225002	379027	Dienst Eric J	A10	****	L	R	B	1.50	0.00	118.11
225002	86641	Fanara, Chelsea	A10	****	L	R	B	0.00	0.00	0.00
225002	86277	Nelson Lance	A10	****	L	R	B	8.00	0.00	683.24
225002	86316	Greene Jason	A9	****	L	R	B	4.00	0.00	413.29
225002	86138	Sturtevant Robert	A9	****	L	R	B	90.00	0.00	8,757.81
235002	86322	Grzella Mark	S30	0013	L	R	B	48.00	0.00	4,593.48
256051	86322	Grzella Mark		****	E		B	0.00	387.70	387.70
256203	86138	Sturtevant Robert		****	E		B	0.00	678.50	0.00
257833	86322	Grzella Mark		0013	E		B	0.00	249.12	0.00
257833	86138	Sturtevant Robert		****	E		B	0.00	0.00	678.50
<b>Totals</b>								151.50	1,315.32	15,632.13

END OF REPORT

# RESOLUTION

Page 1 of 2

Approving Change Order No. 9 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

---

WHEREAS on June 3, 2013, the City Council of the City of Watertown approved a bid submitted by C.O. Falter Construction Inc. in the amount of \$3,923,101.00 for the Waste Water Disinfection Improvement Project general construction work, and

WHEREAS City Council approved Change Order No. 1 on January 21, 2014 in the amount of \$11,781.55, and

WHEREAS City Council approved Change Order No. 2 in the additional amount of \$6,491.50 and Change Order No. 3 in the additional amount of \$9,075.69 on February 18, 2014, and

WHEREAS City Council approved Change Order No. 4 in the amount of \$1,961.80 on April 7, 2014, and

WHEREAS City Council approved Change Orders Nos. 5 and 6 on June 2, 2014 and July 7, 2014, bringing the total contract amount to \$4,030,855.60, and

WHEREAS City Council approved Change Order No. 7 on October 6, 2014 for a 35 day extension of time to the contract, and

WHEREAS C. O. Falter Construction Inc. has now submitted Change Order No. 8 in the decreased amount of \$31,071.18 to reimburse the City’s cost to extend our contract with GHD to keep them on site through the end of the project, and

WHEREAS C. O. Falter Construction Inc. has also submitted Change Order No. 9 in the amount of \$38,769.34 for additional concrete repair of the walls on the Digester Building,

# RESOLUTION

Page 2 of 2

Approving Change Order No. 9 to Waste Water Disinfection Improvement Project, General Construction, C.O. Falter Construction Inc.

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 9 to the contract with C.O. Falter Construction Inc., a copy of which is attached and made part of this resolution, in the amount of \$38,769.34 for the general construction work for the Waste Water Disinfection Improvement Project, bringing the total contract amount to \$4,038,553.76, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

**Seconded by**

# Change Order No. 09G

Date of Issuance: 09/15/2015

Effective Date: Date of Owner's Signature

Project: Disinfection Improvements Project	Owner: City of Watertown	Owner's Contract No.: N/A
Contract: Contract No. 1 – General		Date of Contract: July 19, 2013
Contractor: C.O. Falter Construction		Engineer's Project No.: 8614925

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

Description: See attached description.

**Attachments (list documents supporting change):**

None

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,923,101.00

Increase from previously approved Change Orders  
No. 01 to No. 08:

\$ 76,683.42

Contract Price prior to this Change Order:

\$ 3,999,784.42

Increase of this Change Order:

\$ 38,769.34

Contract Price incorporating this Change Order:

\$ 4,038,553.76

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): 08-06-2014 (393)

Ready for final payment (days or date): 10-15-2014 (453)

Increase from previously approved Change Orders  
No. 01 to No. 08:

Substantial completion (days): 300

Ready for final payment (days): 300

Contract Times prior to this Change Order:

Substantial completion (days or date): 06-12-2015 (693)

Ready for final payment (days or date): 08-11-2015 (753)

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 06-12-2015 (693)

Ready for final payment (days or date): 08-11-2015 (753)

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

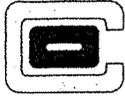
By: [Signature] - PM  
Contractor (Authorized Signature)

Date: 7/25/16 received (AER)

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

**Watertown WPCP Disinfection Improvements  
General Contract (Contract No. 1)  
Change Order CO-09G  
Date: 09-10-2015**

<b>Claim Description</b>	<b>Cost</b>
PCO-012: Bid Item No. B-3 and B-4 Quantity Overruns (Precast Concrete Repair)	\$54,573.33
PCO-013: Chem MH CRF Finish Credit	-\$5,775.00
Unused Bid Item B-1 Rock Removal	-\$29.00
Unused Bid Item B-2 Spalled Conc Repair	-\$9,999.99
<b>Total Change Order</b>	<b>\$38,769.34</b>



**FALTER**  
SYRACUSE, NEW YORK

C. O. Falter Construction Corp. · 403 West Bear St. · Syracuse, NY 13204 · Tel. (315) 422-3016  
Fax (315) 422-3539

February 25, 2015

Jason Greene  
GHD Consulting Engineers  
1 Remington Park Drive  
Cazenovia, NY 13035

**RE: Proposed Change Order # 00012 – Bid Item No. B-3 Precast Wall Stem Repair and Bid Item No. B-4  
Precast Wall Panel Deterioration Repair - Quantity Overruns**

**City of Watertown  
WPCP Disinfection Improvements  
Contract No. 1 – General  
COF Job No: 1304  
COF Letter No. 0015**

Dear Mr. Greene:

Please reference Proposed Change Order No. 00012, regarding the work associated with the quantity overruns for Bid Item No. B-3 Precast Wall Stem Repair and Bid Item No. B-4 Precast Wall Panel Deterioration Repair. The additional cost is \$54,573.33. Please review and advise.

If you have any questions or concerns, please feel free to contact our office.

Very Truly Yours,  
C.O. Falter Construction Corp.

Martin Falter  
Project Manager  
Enclosures: PCO #12  
Cc: Project File #15

**C.O. Falter Construction Corp.**

**PROPOSED CHANGE ORDER**

**No. 00012**

403 West Bear Street  
Syracuse, NEW YORK 13204

Phone: 315/422-3016  
Fax: 315/422-3539

**TITLE:** Bid Item No.B-3 & B-4 Overruns

**DATE:** 2/26/2015

**PROJECT:** Watertown WPCP

**JOB:** 1304

**TO:** Attn: Mark Crandall  
City Of Watertown  
700 William T. Field Drive  
Watertown, NY 13601  
Phone: 315/785-7840

**CONTRACT NO:** WWPCP CON 01

**RE: To: From: Number:**

**DESCRIPTION OF PROPOSAL**

Additional quantity overrun totals regarding Bid item No. B-3 Precast Wall Panel Stem Repair and Bid Item No. B-4 Precast Wall Panel Deterioration Repair.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Additional LF quantity overrun for Bid Item No. B-3 Precast Wall Panel Stem Repair		41.500	LF	\$165.00	0.00%	\$0.00	\$6,847.50
00002	Addition SF/IN quantity overrun for Bid Item No. B-4 Precast Wall Panel Deterioration Repair.		207.500	SF/IN	\$215.00	0.00%	\$0.00	\$44,612.50
00003	5% O and P		1.000	lump	\$2,573.00	0.00%	\$0.00	\$2,573.00
00004	Bond Cost		1.000	lump	\$540.33	0.00%	\$0.00	\$540.33

**Unit Cost:** \$54,573.33  
**Unit Tax:** \$0.00  
**Lump Sum:** \$0.00  
**Lump Tax:** \$0.00  
**Total:** \$54,573.33

**APPROVAL:**

**By:** \_\_\_\_\_  
Mark Crandall

**By:** Mark Falter  
Mark Falter

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

**Date:** 2-26-2015



C.O. FALTER CONSTRUCTION CORP.



EXTRA WORK ORDER

Name of Project: Water Pollution Control Plant Disinfection Improvements

DATE 2/25/2015

Customer: City Of Watertown

COF # 0012

Description of work performed: Additional Precast Wall Panel Stem Repair - Bid Item No. B-3 and Additional Precast Wall Panel Deterioration Repair- Bid Item No. B-4

LABOR	REG. HRS.	REG RATE	OVER HRS.	OVER RATE	TOTAL	EQUIPMENT	HRS	RATE	TOTAL
Formen		\$ 52.52		\$ 78.78	\$ -	Utility Truck		\$ 16.00	\$ -
Carp		\$ 45.76		\$ 68.64	\$ -	Cat 420 D		\$ 57.55	\$ -
Carp		\$ 45.76		\$ 68.64	\$ -	End Dump		\$ 155.00	\$ -
Operator A		\$ 58.15		\$ 87.23	\$ -	Loader		\$ 65.00	\$ -
Op A Crane		\$ 60.65		\$ 90.98	\$ -	110-Ton Crane		\$ 232.00	\$ -
Operator B		\$ 57.27		\$ 85.91	\$ -	Dozer		\$ 86.00	\$ -
Laborer		\$ 42.11		\$ 63.17	\$ -	Roller		\$ 47.00	\$ -
Laborer		\$ 42.11		\$ 63.17	\$ -	Compressor/ Acc.		\$45.00	\$ -
Project Manager		\$ 75.00		\$ 112.50	\$ -	Tractor w/ Trailer		\$ 120.00	\$ -
Iron Worker		\$ 48.99		\$ 73.49	\$ -	Manlift		\$30.00	
Welder		\$ 47.01		\$ 70.52	\$ -	Ranger 8 Welder		\$11.00	\$ -
Welder		\$ 47.01		\$ 70.52	\$ -	Misc. Tools			
Plumbers		\$ 48.55		\$ 72.83	\$ -	Test Pump		\$30.00	
Plumbers		\$ 48.55		\$ 72.83	\$ -	Fork Lift		\$45.00	\$ -
				\$ -		Hyd. Crane		\$150.00	\$ -
<b>TOTAL</b>					\$ -	<b>SUB TOTAL</b>			\$ -
						<b>MAINT. &amp; FUEL CHARGE</b>			
<b>MATERIAL</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>HRS</b>	<b>AMOUNT</b>	FUEL @ \$6.00 /GAL.			\$ -
					\$ -	<b>INSURANCE ON EQUIPMENT</b>			
					\$ -	\$1.85/DAY/MAJOR EQUIP.			\$ -
					\$ -				
					\$ -	<b>EQUIPMENT &amp; FUEL TOTAL</b>			\$0.00
					\$ -	<b>SUMMARY</b>			
					\$ -	<b>LABOR</b>			\$ -
					\$ -	<b>MATERIAL</b>			\$ -
					\$ -	<b>EQUIPMENT</b>			\$ -
					\$ -	<b>O &amp; P @ 15%</b>			\$ -
					\$ -	<b>Payroll Taxes &amp; Insurances @ 51% on Labor</b>			\$ -
					\$ -				
					\$ -				
					\$ -	<b>OTHER-Subcontractor</b>			\$ 51,460.00
<b>OTHER-Subcontractor</b>						<b>O &amp; P @ 5%</b>			\$ 2,573.00
P.J. Byrne	1	Lump			\$ 51,460.00	<b>Bond Cost</b>			\$ 540.33
<b>TOTAL</b>					\$ 51,460.00	<b>TOTAL</b>			\$ 54,573.33

# PJ Byrne Enterprises

C.O. Falter Constuction Corp.  
403 West Bear Street  
Syracuse, New York 13204

12/23/2014

**Project** Watertown WWTP

**Change Order #** 2014-12231

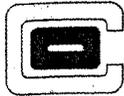
**P.O. #**

## Change Order Request

Description	Qty	Rate	Total
Additional Precast Stem Repair to date - Item B-3 491.5 lineal feet - 450 lineal feet	41.5	165.00	6,847.50
Additional Wall Panel Repair to date - Item B-4 407.5 Sqf/in - 200 Sqf/in	207.5	215.00	44,612.50
<b>Total</b>			<b>\$51,460.00</b>

P.O. Box 144 Spencer, New York 14883

(607) 589-7441 Fax (607) 589-6003



**FALTER**  
SYRACUSE, NEW YORK

C. O. Falter Construction Corp. · 403 West Bear St. · Syracuse, NY 13204 · Tel. (315) 422-3016  
Fax (315) 422-3539

August 4, 2015

Jason Greene  
GHD Consulting Engineers  
1 Remington Park Drive  
Cazenovia, NY 13035

**RE: Proposed Change Order # 00013 – Deletion of Chemical Resistant Finish on Chemical Manholes  
(CREDIT)**

**City Of Watertown  
WPCP Disinfection Improvements  
Contract No. 1- General  
COF Job No: 1304  
COF Letter No.**

Dear Mr. Greene:

Please reference the attached Proposed Change Order No. 00013, regarding GHD Engineering's RFP-08G dated 11/05/14. The proposed credit is \$5,775.00. Please review and advise.

If you have any questions or concerns; please feel free to contact our office.

Very Truly Yours,  
C.O. Falter Construction Corp.

Martin Falter  
Project Manager  
Enclosures: PCO # 13  
Cc: Project File # 15

**C.O. Falter Construction Corp.****PROPOSED CHANGE ORDER****No. 00013**403 West Bear Street  
Syracuse, NEW YORK 13204Phone: 315/422-3016  
Fax: 315/422-3539**TITLE:** Delete CRF on Chemical Manholes**DATE:** 8/4/2015**PROJECT:** Watertown WPCP**JOB:** 1304**TO:** Attn: Mark Crandall  
City Of Watertown  
700 William T. Field Drive  
Watertown, NY 13601  
Phone: 315/785-7840**CONTRACT NO:** WWPCP CON 01**RE: To: From: Number:****DESCRIPTION OF PROPOSAL**

Credit for deletion of Chemical Resistant Finish in the chemical manholes per GHD Engineerings RFP - 08G dated 11-05-2014.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Credit for deletion of Chemical Resistant Finish in the chemical manholes per GHD Engineerings RFP - 08G dated 11-05-2014		1.000	LUMP	(\$5,775.00)	0.00%	\$0.00	(\$5,775.00)

<b>Unit Cost:</b>	<b>(\$5,775.00)</b>
<b>Unit Tax:</b>	<b>\$0.00</b>
<b>Lump Sum:</b>	<b>\$0.00</b>
<b>Lump Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>(\$5,775.00)</b>

**APPROVAL:****By:** \_\_\_\_\_  
Mark Crandall**By:** \_\_\_\_\_  
Martin Falter**Date:** \_\_\_\_\_**Date:** \_\_\_\_\_



# REQUEST FOR PROPOSAL RFP-08G

TO:	C.O.Falter	DATE:	11-05-2014
FROM:	Jason Greene, P.E.	ENGINEER PROJECT NO.:	8614925
PROJECT:	Watertown Disinfection Improvements Project	PROJECT NO.:	-

**DESCRIPTION OF PROPOSED CHANGE:**

Provide a cost proposal for the construction of four (4) automatic chemical manhole leak detection systems (one for each of the four separate chemical manholes). The General Contractor shall be responsible for the piping, leak detection floats (one per manhole), pipe supports (one per manhole anticipated), core and seal conduit penetrations for each chemical manhole, and the excavation and backfill for the conduit runs. The conduit and wiring (by the Electrical Contractor) shall be routed from the Train A chemical manholes to the adjacent ductbank, and from the Train B chemical manholes directly to the Disinfection Chemical Building, located to the south. See the general conduit arrangement in the attached Electrical Site Plan

The details of this work are illustrated in the attached figures and cut sheet.

In addition to the request listed above, please provide a proposed credit for the elimination of the CRF finish requirements for the four (4) chemical manholes.

Signed: Jason Greene  
 Title: Project Manager Date: 11-05-2014

TO:		DATE:	
FROM:			

Proposed (increase/decrease) in construction cost: \_\_\_\_\_  
 Proposed (increase/decrease) in contract time: \_\_\_\_\_  
 List attachments \_\_\_\_\_

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Ecar Sandblasting & Painting Specialties Corp.*

*60 Wellwood Drive*

*Mexico, New York 13114*

*ecarcorp@yahoo.com*

*315-963-3444*

*Fax 315-963-2034*

*November 24, 2014*

*C.O. Falter Construction*

*403 West Bear Street*

*Syracuse, New York 13204*

*RE: Watertown WPCP Project*

*Description:*

*Credit for the 4 Manholes on the above mentioned project will be in the amount of \$5,500.00.*

*Peter Race*

*Ecar Corp.*

*+ \$275.00 @  
sub 5% markup*

*\$5,775 credit*



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 20 September 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: WWTP Disinfection Project, Change Orders #8G & 9G

Enclosed is a copy of Change Order #8G and #9G for the WWTP Disinfection Project, with the contractor C.O. Falter Construction, for a **total increase in contract value of \$7,698.16**. This will bring the total General Construction contract value to \$4,038,553.76. The total contract value of all four contracts for this project (General, Plumbing, Electrical, Mechanical) will be \$5,183,096.53, with approval of these change orders.

The project was substantially completed in July 2015, however, it took the contractor over a year to finally submit the close out paper work to get the change orders processed.

Change Order #8G, for a **credit** of \$31,071.18, reimburses the City's cost to extend our Clerk of the Works' contract with GHD, to keep them on site through the end of the project. The contractor is responsible for GHD's extra effort because they missed the substantial completion date, and the City was forced to extend GHD's contract to oversee the completion of the project.

Change Order #9G, for an overall increase of \$38,769.34, is largely attributed to additional concrete repair of the walls on the Digester Building, which exceeded the contract quantity. During construction the walls were found to be more severely deteriorated than readily visible. There are also credits for unused items which helped offset the cost increases.

Please prepare a resolution approving these change orders for City Council consideration.

Cc:  
Vicky Murphy, Superintendent of Water  
Jim Mills, Comptroller



July 28, 2016

Mr. Mark Crandall  
Chief Operator  
City of Watertown  
700 William T. Field Drive  
Watertown, NY 13601

Re: Contract No. 1 Change Orders and Final Payment  
Watertown WPCP Disinfection Improvements  
City of Watertown, New York  
GHD No. 8614925.21

Dear Mr. Crandall:

Enclosed are three signed originals of Change Order Nos. 8 and 9, which were received by GHD on July 25, 2016. These change orders have resulted in a net contract price increase of \$7,698.16, bringing the total contract value to \$4,038,553.76. Please sign all three originals and return two originals to GHD, retaining one for your file.

With the receipt of these final change orders, GHD is ready to recommend final payment to the General Contractor (Contract No. 1) in the amount of \$113,742.23.

If you have any questions or comments, please feel free to contact me.

Sincerely,

GHD CONSULTING SERVICES INC.

A handwritten signature in cursive script, appearing to read "Jason Greene".

Jason Greene, P.E.  
Project Manager

JDG/mrvP

cc: Marty Falter, Falter Construction Corp.  
Bruce G. Munn, P.E., BCEE, GHD

G:\8614925\WP\Letters\2016\Crandall-07-28-16-CO and Final Payment-JDG.docx

Res No. 6

September 21, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Franchise Agreement for Installation of Telecommunications Conduit, WESTELCOM Network, Inc.

WESTELCOM Network, Inc. has had a Franchise Agreement with the City of Watertown which allows them, for a fee, to install conduit on City property. I have been working with them on a two-year renewal Franchise Agreement that would allow WESTELCOM, by permit only, to install, repair and maintain conduit on City property.

This contract renewal expiration will match the Franchise Agreement for Placement of Fiber Optic Cable that we presently have in place with WESTECOM through March 31, 2018. At such time, we will renegotiate the terms of both Franchise Agreements.

A resolution authorizing approval of the Franchise Agreement with WESTELCOM Network Inc. has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Franchise Agreement for Installation of Telecommunications Conduit in the City's Right-of-Way, WESTELCOM Network, Inc.

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City is a municipal corporate organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities and other services having a public benefit, and

WHEREAS the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise, and

WHEREAS WESTELCOM Network, Inc. has expressed a desire to enter into a Franchise Agreement with the City allowing them, by permit only, to install, repair and maintain Franchisee's conduit in the City's right-of-way,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement for Installation of Telecommunications Conduit in the City's right-of-way with WESTELCOM Network, Inc., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

**Seconded by**

## **FRANCHISE AGREEMENT FOR INSTALLATION OF TELECOMMUNICATIONS CONDUIT**

This Franchise Agreement is made and is intended to be effective as of \_\_\_\_\_, 2016, for a period of two (2) years, between the City of Watertown, New York with principal offices located at 245 Washington Street; Watertown, New York 13601 (the "City") and WESTELCOM NETWORK, INC., a New York Corporation with a principal place of business located at 2 Champlain Avenue, P.O. Box 249, Westport, New York 12993-0249 ("Franchisee"). The Agreement is renewable by Westelcom, at its sole option, for a period of two (2) years upon such terms and fees as the parties may then agree. A total of three (3) two-year option periods may be exercised by the City upon notice on or about April 1 of the year in which a contract term expires.

### **INTRODUCTION**

**WHEREAS**, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns property in the City's street margins which can be utilized by the City and its franchisees for the location of utilities or other services having a public benefit; and

**WHEREAS**, the City desires to advance the public purpose of promoting, developing or expanding business within the City by permitting the location of private telecommunications conduit within the City's street margins by means of a non-exclusive franchise.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements as stated herein, the City and Franchisee agree as follows:

### **AGREEMENT**

#### **SECTION I - TERM OF FRANCHISE**

The term of this franchise shall be for the period from June 1, 2016 through March 31, 2018.

#### **SECTION II- PROPERTY FRANCHISE**

The City agrees to allow Franchisee to install limited conduit, by permit only, on City property as reasonably necessary to extend telecommunications cabling to Franchisee's customer's premises. The City grants Franchisee the right of ingress and egress over municipal property to the extent necessary to install, repair, and maintain Franchisee's conduit.

In no event shall Franchisee's conduit exceed 4" in diameter.

Nothing in this Agreement shall be construed as requiring the City to construct any conduit anywhere in the City, nor to obtain any easement or other rights from third parties in order to further Franchisee's desire or need to install conduit for its customers.

Franchisee acknowledges that improvements installed pursuant to this Agreement are subject to real property tax.

#### **SECTION III- NONASSIGNABILITY**

The City and Franchisee agree that it is the purpose of this conduit franchise to permit the limited and specifically permitted installation of conduit by Franchisee, and that this franchise may not be assigned by Franchisee to any other person or entity without the City's prior express written consent. Franchisee agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

#### **SECTION IV – COMPENSATION**

The fees for the installation of conduit pursuant to this Agreement shall be a one-time fee of \$0.35 per linear foot of conduit installed, payable upon issuance of the City Engineer's permit pursuant to Section V(J), and prior to the commencement of work. In lieu of a one-time fee of \$0.35 per linear foot, Franchisee shall install a minimum of 1.5 inch conduit for pole to pull-box installations and a minimum of 2.0 inch conduit for pull-box to pull-box installations for the City's exclusive use, at no cost to the City. In addition, the Franchisee agrees to pay all other fees as outlined in City Code.

#### **SECTION V - FRANCHISEE'S DUTIES**

A. Upon termination of this Franchise, for any reason, Franchisee shall remove all of its conduit installed pursuant to this Agreement within sixty (60) days, and will promptly repair any damage to the City's facilities and/or property, including sidewalks or streets, or to facilities of other franchisees, caused in the process. This requirement may, upon application to the City, be waived, in whole or in part, in the City's sole discretion. Such waiver must be in writing to be effective.

B. Franchisee shall obtain any and all licenses or permits required by statute, ordinance, rule or regulation of the State, County and/or City before installing conduit pursuant to this Agreement, and shall maintain all licenses or permits in current status throughout the term of this Agreement.

C. Prior to installing conduit, and throughout the term of this Franchise, Franchisee shall notify the City Manager of any proposed work and obtain written permission therefore, which approval may be withheld by the City for any reason and in the City's sole discretion. All requests by the Franchisee to install conduit on City property shall be made on the Conduit Installation Form, attached as Exhibit A to this Agreement. Request for installation, maintenance and repair shall be made 90 days in advance of proposed work. A \$500 permit fee for the processing of requests will be assessed by the City. If the City is required to be on-site for any given request, an hourly rate of \$200.00 per hour will be assessed. Requests for access for emergency repairs may be submitted at any time and will be addressed on a case-by-case basis. Such emergency requests will be subject to the same fee and hourly charges as described above.

D. If Franchisee permits the occupancy of its conduit by the City, or other utility companies, Franchisee shall, as an express condition of this Franchise Agreement, cooperate with the installation of additional cable in its conduit, coordinate its work with all parties, and notify the City of changes to occupancy. Franchisee shall be permitted to charge such other entity for the use of its conduit in accordance with reasonable industry standard rates.

E. If Franchisee, in exercising its privileges under this Franchise, damages any of the City's facilities, or any facilities belonging to another franchisee utilizing the City's conduit, Franchisee shall immediately notify the City and such other franchisee and shall proceed to effect immediate repairs to the satisfaction of the City Engineer. Franchisee shall, in the alternative, indemnify the City and any other franchisee for any and all damages caused by Franchisee to City facilities or to the facilities owned by

such other franchisee.

F. If Franchisee performs any road cuts, sidewalk cuts, excavation, or any other above-ground or underground work in pursuit of exercising its privileges under this Franchise, Franchisee shall submit a work plan to the City Engineer for approval and exercise Work Zone Safety precautions. Upon completion of such work, Franchisee shall restore the affected area to a condition satisfactory to the City Engineer.

G. Franchisee's obligations under subparagraphs E and F above shall be secured by a bond, for the term of this Agreement and for a period of one year after its termination, in favor of the City of Watertown in the penal sum of \$20,000.00, which bond must be in a form satisfactory to, and approved by, the City Attorney, before Franchisee shall be permitted to commence installation of its conduit. Any failure of the bonding company to make payment in the event of a breach of paragraphs E or F above shall result in the termination of this Franchise.

H. Franchisee shall follow American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), and Electronic Industry Association (EIA) standards for design and construction of telecommunications infrastructure. Franchisee will specifically follow recommended practices as outlined in NECA 605-2004 "Installing Underground Nonmetallic Utility Duct" when engineering and installing conduit in City rights of way.

I. Franchisee shall follow all applicable building codes, municipal codes, fire codes, state statutes and the regulations of the Occupational Safety and Health Administration (OSHA).

J. Franchisee shall obtain permit(s) from the Watertown City Engineer and, after each installation, provide the City with "as-built" engineering drawings showing the location of each installation within 3 weeks of project completion.

K. Upon reasonable notice from the City, Franchisee may be required to relocate or remove its conduit to meet a legitimate public purpose (i.e. street or sidewalk reconstruction).

L. Franchisee shall participate in the "Dig Safely New York" program, or such other program or set of regulations which may be developed to supplement or supplant it.

## **SECTION VI –AERIAL CONDUIT INSTALLATION**

As an express condition of this franchise, Franchisee acknowledges that it is the essence of the granting of this franchise that, Franchisee will seek a written waiver in any situation involving the provision of aerial based telecommunications services within the zones highlighted in Exhibit B of this agreement. Such written waiver may only be obtained from the City Manager, and may be denied in the Manager's sole discretion. Franchisee also agrees that if a reasonable opportunity exists to install conduit on any of the main arterials in lieu of utilizing existing poles, buildings, or other systems designed to carry above-ground cabling, Franchisee shall, instead, install conduit to provide services to its customers.

A waiver in any particular circumstance shall not serve to bind the City nor to affect its discretion in any other circumstance.

## **SECTION VII- MAINTENANCE**

- A. Franchisee agrees that it will keep its conduit, including any structural or capital repairs and improvements, in good repair during the term of this franchise and at its own expense.
- B. No alterations may be made to any of the City's facilities without the prior written consent of the City Engineer, which consent may be withheld for any reason at the sole discretion of the City.

## **SECTION VIII- INSURANCE**

Franchisee, or any contractor utilized by Franchisee, agrees to furnish and maintain during the term of this Franchise Agreement general liability insurance in the amount of \$500,000 per person and \$1,000,000 per occurrence, and property damage insurance in the sum of \$100,000. Franchisee's, or contractor's, policy of liability insurance shall name the City as an additional named insured without restriction to vicarious liability issues only. Franchisee shall provide the City with certificates of insurance reciting City's status as an additional named insured on the policy or policies maintained by Franchisee for this purpose. The certificates of insurance must be delivered to the City prior to Franchisee's commencement of any installation of conduit or cable during the duration of this Agreement.

## **SECTION IX - HOLD HARMLESS**

Franchisee shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from and against any and all loss, claims, costs or expenses arising out of any claim of liability for injuries or damages to persons or to property sustained by any person or entity by reason of Franchisee's installation, use or occupation of the conduit, or by or resulting from any act or omission of Franchisee, or any of its officers, agents, employees, guests, patrons or invitees. Coverage under the liability insurance in the type and amounts identified in Section VIII naming the City as an additional named insured shall be sufficient for purposes of meeting Franchisee's obligations under this paragraph.

## **SECTION X – TERMINATION**

This franchise may be terminated by the City, for cause, upon any of the following:

- A. Violation by Franchisee of any of the applicable laws and regulations of the State of New York, County of Jefferson, or City, including any failure to obtain permits for road work, cuts, sidewalk work, etc.
- B. Franchisee's failure to comply with any of the provisions of the agreement.

## **SECTION XI - NO RECOURSE**

A. Franchisee acknowledges and agrees that its conduit may be subject to being restricted or shut down for any number of reasons, including down time for repairs, and Franchisee agrees that it shall have no recourse against the City for damages in the event the conduit is unavailable for use.

B. Franchisee acknowledges and agrees that the risk of damage to its facilities due to casualty prohibiting the operation of Franchisee's facilities shall be borne by Franchisee, and that Franchisee

shall have no claim against the City for any claims of consequential damage flowing there from.

C. All requests for permits are subject to approval of the City in its sole discretion, and City shall not be liable to Franchisee for any refusal to issue a permit.

D. Franchisee shall have no claims against the City as the result of any order to relocate or remove Franchisee's facilities pursuant to Section V(K) of this Agreement.

#### **SECTION XII - VENUE AND APPLICABLE LAW**

A. The City and Franchisee agree that the venue of any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, in and for the County of Jefferson, State of New York.

B. This agreement shall be construed in accordance with the laws of the State of New York.

#### **SECTION XIII - MERGER AND SAVINGS CLAUSE**

This agreement sets forth the agreement between the parties and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. The invalidity of any severable covenant, condition or provisions of this Agreement shall not serve to invalidate any other covenant, condition or provision of this Agreement, it being the intent of the parties to preserve so much of the terms of the Agreement as possible.

#### **SECTION XIV - NOTICE AND APPROVALS**

A. All notices required to be given under this franchise shall be in writing and shall be deemed to have been duly given on the date mailed if sent by certified mail, return receipt requested to:

City:

City Manager  
245 Washington Street  
Watertown, New York 13601

Franchisee:

WESTELCOM NETWORK, INC.  
130 Park Place  
Watertown, NY 13601

B. Sections V(J), VI, and VII(B) of this Agreement require prior approvals or consents by the City. The City shall issue its decision in connection with each request for approval or consent within twenty (20) business days of Franchisee's submission of a complete application for the same.

**IN WITNESS WHEREOF**, the City and Franchisee have caused this Franchise to be executed by the parties and is to be effective as of \_\_\_\_\_, 2016.

THE CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Sharon Addison, City Manager

WESTELCOM NETWORK, INC.

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

Res No. 7

September 27, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Site Plan for the construction of a 3,466 square-foot building addition and a parking lot expansion at 123 Coleman Avenue, Parcel Number 9-15-110.001

A request has been submitted by Edward G. Olley Jr., AIA, of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration for the above subject site plan approval.

The City Planning Board reviewed the request on September 6, 2016, and voted to recommend that the City Council approve the site plan subject to the 10 conditions listed in the resolution. Attached is an excerpt from their meeting minutes.

The Staff Report prepared for the Planning Board, the Site Plan application and drawings and other related materials have all been previously sent to Council as part of the Planning Board agenda package. The complete application package can also be found in the online version of the City Council agenda.

This project is a Type II Action under SEQRA. Section 617.5(c)(7) of the SEQRA specifically identifies “construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities” as a Type II Action.

Since Type II actions do not require review under SEQR, the City Council does not need to consider a SEQR form and may proceed to vote on the resolution. The resolution prepared for City Council consideration approves the site plan submitted to the City Engineering Department on August 30, 2016, subject to the conditions recommended by the Planning Board.

# RESOLUTION

Page 1 of 3

Approving the Site Plan for the construction of a 3,466 square-foot building addition and a parking lot expansion at 123 Coleman Avenue, Parcel Number 9-15-110.001

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

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WHEREAS Edward G. Olley Jr., AIA of GYMO, DPC, on behalf of Michael Colello of Rainbow Restoration, has submitted an application for Site Plan Approval for the construction of 3,466 square-foot building addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on September 27, 2016, pursuant to General Municipal Law Section 239-m, and adopted a motion that the project does not have any significant County-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on September 6, 2016, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The applicant must provide 16 parking spaces on the site, as required by the Zoning Ordinance, or obtain a variance from the ZBA to vary the parking requirement for this site.
2. The applicant shall plant trees along the edge of the proposed parking expansion and along the Coleman Ave right-of-way in accordance with the Landscaping and Buffer Zone Guidelines.
3. The applicant must ensure that the grading does not direct drainage onto any adjacent parcels.
4. The applicant shall add the existing water main underneath Coleman Ave to the site plan, as well as depict all water and sewer laterals to the building.
5. The applicant shall submit a revised Site Plan Application form that correctly identifies the property owner's address.

# RESOLUTION

Page 2 of 3

Approving the Site Plan for the construction of a 3,466 square-foot building addition and a parking lot expansion at 123 Coleman Avenue, Parcel Number 9-15-110.001

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

6. The applicant must provide an original PE stamped Engineering Report that includes a drainage analysis.
7. The applicant must explain and depict on the plan how grading will take place around the proposed concrete pad adjacent to the south edge of the proposed building.
8. The applicant must obtain the following permits, minimally, prior to any construction: Building Permit.
9. The property owner shall maintain the vegetated buffer at the east end of the site ad infinitum, in accordance with the Zoning Ordinance, which requires said buffer where the site abuts a residential zoning district.
10. The applicant shall submit a revised site plan to the City Engineering Department that depicts all the revisions required in the applicable summary items above.

And,

WHEREAS the City Council has determined that the project, as submitted, is a Type II Action requiring no review under the State Environmental Quality Review Act (SEQRA),

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute a Type II Action for the purposes of SEQRA, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until

# RESOLUTION

Page 3 of 3

Approving the Site Plan for the construction of a 3,466 square-foot building addition and a parking lot expansion at 123 Coleman Avenue, Parcel Number 9-15-110.001

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total .....

such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended

Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Edward G. Olley Jr., AIA of GYMO, DPC and Michael Colello of Rainbow Restoration for the construction of 3,466 square-foot building addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001, as depicted on the revised site plan submitted to the City Engineer on August 30, 2016, contingent upon the applicant meeting the conditions listed above.

**Seconded by:**

**SITE PLAN APPROVAL  
123 COLEMAN AVENUE – PARCEL NUMBER 9-15-110.001**

The Planning Board then considered a request submitted by Edward G. Olley Jr., AIA of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration for the construction of a 3,466 square-foot building addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001.

Mr. Olley and Mr. Colello were in attendance to represent the project.

Mr. Olley did not give an overview of the project, and began by saying that he was ready to go over the summary items in Staff's memorandum.

Mr. Olley then asked for clarification of the first summary item, which required that the applicant provide 16 parking spaces on the site, as required by the Zoning Ordinance. Mr. Olley said that he thought that requirement for the site was 13 spaces based on his calculations. He then noted that there were more than 16 spaces available as people park all around the site.

Mr. Olley then said that the site plan proposed to add five striped spaces to what existed and that there was room for more, but that he thought that 13 required spaces was what the parking calculations yielded. He then pointed out the areas on the floor plan that he deducted from the calculations, including the garage bays, equipment storage area, hallway corridor and bathroom. Mr. Olley then asked Staff for clarification on why 16 spaces were required.

Mr. Urda replied that Staff measured themselves to generate their own parking calculations. Mr. Urda then clarified that the hallway and the bathroom cannot be deducted and that both areas counted towards the parking requirement. Mr. Olley then asked if these areas created enough additional space to generate the need for three more parking spaces. Mr. Urda replied that the all of the math was in Staff's memorandum. Mr. Olley then said that he was not disputing Staff's calculations and that he just wanted clarification, and added that he could easily fit three additional spaces.

Mr. Olley then spoke privately with Mr. Colello for a few moments. Following this discussion, Mr. Olley asked if he would need to submit a new site plan. Mr. Coburn replied that the Planning Board could only approve what was in front of it. Mr. Urda then said that the Planning Board could grant conditional approval today, but that Mr. Olley would need to submit a revised site plan to the City Engineering Department that successfully met all the conditions.

Mr. Olley then addressed the second summary item, which required the applicant to plant trees along the proposed parking expansion and along the Coleman Ave right-of-way. Mr. Olley said that the property owner had no problem planting trees, but asked if the Planning Board could define what was expected. Ms. Fields and Mr. Neddo both drew Mr. Olley's attention to page 2 of Staff's memorandum where they said he could find specific recommendations on what to plant where.

Ms. Capone then asked why a buffer requirement would not apply only to the rear of the parcel, where it abutted a residential zoning district. Mr. Urda replied that there was a difference between the Zoning Ordinance, which legally required a buffer where the property abutted a residential district, and the Landscaping and Buffer Zone Guidelines, which recommended landscaping on other parts of the site, but were not legally binding.

Mr. Olley then addressed the third summary item, which required that grading on the site not direct drainage onto adjacent parcels. Mr. Olley then said that as far as the drainage is concerned, the topography directs all runoff to the drainage ditch at the rear of the property, and that he could use topographic details on the plan to indicate as such. He then added there would be no more anticipated drainage than there is today.

Mr. Wood then said that that was hard to observe on the site plan because there was only one contour line. Mr. Wood added that he was sure that everything was relatively flat, but that it was difficult to detect that on the plan. Mr. Wood then asked if the ditch that Mr. Olley referenced was just a low point or if it actually went somewhere.

Mr. Olley replied that he thought that the ditch went somewhere, but that he was not 100 percent sure. Ms. Fields then asked if details about the ditch should appear on the site plan. Mr. Olley said that he would change the plan as appropriate.

Mr. Olley then addressed the fourth summary item, which required the applicant to depict existing utilities on the site plan, and then said that the site plan did not propose to add any utilities. Mr. Wood replied that a basic site plan requirement was to depict all existing utilities. Mr. Olley reiterated that he was not proposing to add any utilities, and said that the locations for existing utilities was something he would need to obtain from the City.

Mr. Wood then said that Engineering would have a schematic that will show a water main, but its location would not be useful and suggested that the Water Department might have information that is more accurate. Mr. Wood then noted that if someone pulls this plan up in 10 years, everything should be there on the plan. Mr. Olley replied that if a water main is there, it was probably off the area shown on the site plan; but that if they could find it, he would show it on the site plan.

Mr. Olley then addressed the fifth summary item, which required the applicant to identify the property owner's correct home address. Mr. Olley acknowledged that the property owner had moved recently and provided his new address.

Mr. Olley then addressed the sixth summary item, which required the applicant to submit a stamped engineering report that includes a drainage analysis. Mr. Coburn noted that this was somewhat linked to the third summary item discussed earlier. Mr. Olley said that the site plan did not propose to change anything, but that his team would do an analysis if needed.

Mr. Wood then said that this was a basic requirement of any site plan application, and that the City holds every applicant to the same standard of providing drainage calculations.

Mr. Wood added that Mr. Olley would need to show all calculations, and that they would not fit on the site plan and would probably take up two or three pages of letter-sized printout.

Mr. Olley then addressed the seventh summary item, which required the applicant to explain how grading would take place around the proposed concrete pad adjacent to the south edge of the proposed building. Mr. Olley said that the revised site plan would depict the elevation as 399.83 feet above sea level, which would be six inches lower than the finished floor elevation of the building.

Mr. Wood noted that the proposed concrete pad was extremely close to the property line and that the applicant might need to add some fill on the neighbor's property. Mr. Olley replied that he did not anticipate any grading. He said that the door that this pad would be underneath was more or less an exit-only door for emergencies. Mr. Olley then added that it would be a couple inches above the grass and that the revised site plan would show elevations.

Mr. Olley then addressed the final summary item, which identified the permits that he would need to obtain prior to any construction. Mr. Olley asked about the need for a fence permit. Mr. Urda replied that the fence permit was required because the site plan proposed a wooden stockade fence at the east end of the property. Mr. Urda added that if the fence were removed from the site plan, then the permit would not be required.

Mr. Lumbis then said there was no requirement for the applicant to provide a fence as part of the buffer. Mr. Lumbis acknowledged that the Zoning Ordinance did require a buffer where the parcel abutted a residential zoning district, but that the code was relatively vague about what the buffer should consist of. Mr. Lumbis then said that was why the Planning Board adopted the Landscaping and Buffer Zone Guidelines a few years ago, adding that it makes such recommendations for areas where there is a required buffer such as this one.

Mr. Lumbis then said that the recommendations were just that, recommendations, and were not legally binding, and said the composition of the buffer was up to Planning Board and City Council discretion. He added that since the site was heavily wooded, a fence might not be necessary, but that it was up to the Planning Board to make that determination. Ms. Fields and Mr. Katzman then both said that they felt a fence was unnecessary.

Mr. Wood then said that if the applicant was no longer proposing a fence, the Planning Board should add as a condition that the property owner maintain the vegetated buffer ad infinitum. Mr. Olley agreed on the need to maintain the vegetated buffer in keeping with the intent of the Zoning Ordinance.

Mr. Katzman then asked Mr. Olley if he would like the Planning Board to make a motion to approve his application subject to contingencies or if he preferred the Planning Board to table the application. Mr. Olley replied that his preference was conditional approval.

Ms. Fields then moved to recommend that the City Council approve the request for Site Plan Approval submitted by Edward G. Olley Jr., AIA of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration for the construction of a 3,466 square-foot building

addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001, contingent upon the following:

1. The applicant must provide 16 parking spaces on the site, as required by the Zoning Ordinance, or obtain a variance from the ZBA to vary the parking requirement for this site.
2. The applicant shall plant trees along the edge of the proposed parking expansion and along the Coleman Ave right-of-way in accordance with the Landscaping and Buffer Zone Guidelines.
3. The applicant must ensure that the grading does not direct drainage onto any adjacent parcels.
4. The applicant shall add the existing water main underneath Coleman Ave to the site plan, as well as depict all water and sewer laterals to the building.
5. The applicant shall submit a revised Site Plan Application form that correctly identifies the property owner's address.
6. The applicant must provide an original PE stamped Engineering Report that includes a drainage analysis.
7. The applicant must explain and depict on the plan how grading will take place around the proposed concrete pad adjacent to the south edge of the proposed building.
8. The applicant must obtain the following permits, minimally, prior to any construction:  
Building Permit.
9. The property owner shall maintain the vegetated buffer at the east end of the site ad infinitum, in accordance with the Zoning Ordinance, which requires said buffer where the site abuts a residential zoning district.
10. The applicant shall submit a revised site plan to the City Engineering Department that depicts all the revisions required in the applicable summary items above.

Mr. Katzman seconded the motion and all voted in favor.



ARCHITECTURE  
ENGINEERING  
ENVIRONMENTAL  
LAND SURVEYING

23 August 2016

Justin Wood, P.E.  
City Engineer  
Room 305, City Hall  
245 Washington Street  
Watertown, NY 13601

Re: Rainbow Restoration  
**Site Plan Application**  
File: 75-130s.02

Dear Mr. Wood:

On behalf of Michael Colello, GYMO, D.P.C. is submitting the following materials for Site Plan review for the September 6<sup>th</sup> Planning Board meeting:

- 3 full size sets of Site Plans for Department review. (Survey, Cover, C-101, C-501, A-101 & A-201)
- 13 – 11"x17" sets of Site Plans. (Survey, Cover, C-101, C-501, A-101 & A-201)
- 16 Cover Letters with applicable Engineering information
- 16 Site Plan Application Form
- 16 Short Environmental Assessment Form Part I
- \$50.00 Application Fee.

Project Location and Description:

The project is located on tax parcel 9-15-110.001 in the City of Watertown. The proposed development consists of a 3,466 S.F. building addition. This addition is to the back side of the building. 254 S.F. of additional asphalt pavement will be added to the paved lot at the back side of the property. This proposed action is located in an archeological sensitive area and listed by the State or Federal government as threatened or endangered. We feel that this is not significant due to the fact that the entire area is a predeveloped site.

Utilities and Storm water

No new utilities are planned. All utilities for the addition will be provided through the existing building. There will be no increase in storm water runoff. The area of the new addition is currently paved. Storm water runoff will continue to be directed into surrounding grassed areas.

Parking

The applicable area of the existing building plus the new addition requires 13 parking spaces in accordance with City standards.

Edward G. Olley, Jr., AIA  
William P. Plante, PLS  
Patrick J. Scordo, PE  
Ryan G. Churchill, PE  
Scott W. Soules, AIA

Gregory F. Ashley, PLS  
Hayward B. Arthur III, MPS  
Brandy W. Lucas, MBA  
Howard P. Lyndaker III, PLS

In Consultation  
Leo F. Gozalkowski, PLS  
Stephen W. Yaussi, AIA

Landscaping:

Landscaping has been designed to meet City of Watertown Standards. The landscaped buffer areas consist of two trees and grass. A 6' high wooden fence will also be installed on the property in accordance with the fencing ordinance.

Traffic:

There will be no impact on the existing street traffic.

Lighting:

Current soffit lighting at the rear of the building will be relocated to similar location on the new building addition. One existing light pole and concrete base will be removed. Other light poles and bases shall remain. Photometrics are not available for the current lighting.

If you have any questions, or require any additional information, please let me know.

Sincerely,  
GYMO Architecture, Engineering & Land Surveying, D.P.C.

A handwritten signature in blue ink, appearing to read 'E. Olley Jr.', with a stylized flourish at the end.

Edward G. Olley Jr., AIA  
*Principal, Director of Architecture*



1869

## CITY OF WATERTOWN SITE PLAN APPLICATION

**\*\* Provide responses for all sections. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. Failure to submit required information by the submittal deadline will result in **not** making the agenda for the upcoming Planning Board meeting.**

### PROPERTY LOCATION

Proposed Project Name: Rainbow Restoration

Tax Parcel Number: 9-15-110.001

Property Address: 123 Coleman Avenue

Existing Zoning Classification: Neighborhood Business

### OWNER OF PROPERTY

Name: Michael Colello

Address: 442 Flower Avenue West  
Watertown, NY 13601

Telephone Number: 778-0032

Fax Number: \_\_\_\_\_

### APPLICANT

Name: GYMO dpc

Address: 220 Sterling Street  
Watertown, NY 13601

Telephone Number: 788-3900

Fax Number: \_\_\_\_\_

Email Address: ed@gymopc.com

### ENGINEER/ARCHITECT/SURVEYOR

Name: GYMO dpc

Address: 220 Sterling Street  
Watertown, NY 13601

Telephone Number: 788-3900

Fax Number: 788-0668

Email Address: ed@gymopc.com

## OPTIONAL MATERIALS:

- PROVIDE AN ELECTRONIC (.DWG) COPY OF THE SITE PLAN WITH AS-BUILT REVISIONS. This will assist the City in keeping our GIS mapping up-to-date.**

## REQUIRED MATERIALS:

\*\* The following drawings with the listed information **ARE REQUIRED, NOT OPTIONAL**. If the required information is not included and/or addressed, the Site Plan Application will **not** be processed.

- COMPLETED ENVIRONMENTAL ASSESSMENT FORM** (Contact us if you need help choosing between the Short EAF and the Full EAF). The Complete EAF is available online at: <http://www.dec.ny.gov/permits/6191.html>
- ELECTRONIC COPY OF ENTIRE SUBMISSION (PDF)** A single, combined PDF of the entire application, including cover letter, plans, reports, and all submitted material.
- BOUNDARY and TOPOGRAPHIC SURVEY**  
(Depict existing features as of the date of the Site Plan Application. This Survey and Map must be performed and created by a Professional Land Surveyor licensed and currently registered to practice in the State of New York. This Survey and Map must be stamped and signed with an original seal and signature on at least one copy, the rest may be copies thereof.)
  - All elevations are National Geodetic Vertical Datum of 1929 (NGVD29).
  - 1' contours are shown and labeled with appropriate spot elevations.
  - All existing features on and within 50 feet of the subject property are shown and labeled.
  - All existing utilities on and within 50 feet of the subject property are shown and labeled.
  - All existing easements and/or right-of-ways are shown and labeled.
  - Existing property lines (bearings and distances), margins, acreage, zoning, existing land use, reputed owner, adjacent reputed owners and tax parcel numbers are shown and labeled.
  - The north arrow and graphic scale are shown.

NA  **DEMOLITION PLAN** (If Applicable)

All existing features on and within 50 feet of the subject property are shown and labeled.

All items to be removed are labeled in darker text.

**SITE PLAN**

Include a reference to the coordinate system used (NYS NAD83-CF preferred).

All proposed above ground features are depicted and clearly labeled.

All proposed features are clearly labeled "proposed".

All proposed easements and right-of-ways are shown and labeled.

Land use, zoning, and tax parcel number are shown.

The Plan is adequately dimensioned including radii.

The line work and text for all proposed features is shown darker than existing features.

All vehicular and pedestrian traffic circulation is shown including a delivery or refuse vehicle entering and exiting the property.

Proposed parking and loading spaces including ADA accessible spaces are shown and labeled.

NA  Sidewalks within the City Right-of-Way meet Public-Right-of-Way (PROWAG) standards.

NA  Refuse Enclosure Area (Dumpster), if applicable, is shown. Section 161-19.1 of the Zoning Ordinance states, "No refuse vehicle or refuse container shall be parked or placed within 15 feet of a party line without the written consent of the adjoining owner, if the owner occupies any part of the adjoining property".

Proposed snow storage areas are shown on the plans.

The north arrow and graphic scale are shown.

**GRADING PLAN**

All proposed below ground features including elevations and inverts are shown and labeled.

All proposed above ground features are shown and labeled.

- The line work and text for all proposed features is shown darker than existing features.
- All proposed easements and right-of-ways are shown and labeled.
- 1' existing contours are shown dashed and labeled with appropriate spot elevations.
- 1' proposed contours are shown and labeled with appropriate spot elevations.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- NA  Sediment and Erosion control are shown and labeled on the grading plan unless separate drawings have been provided as part of a Stormwater Pollution Prevention Plan (SWPPP).

NA  **UTILITY PLAN**

- NA  All proposed above and below ground features are shown and labeled.
- NA  All existing above and below ground utilities including sanitary, storm water, water, electric, gas, telephone, cable, fiber optic, etc. are shown and labeled.
- NA  All proposed easements and right-of-ways are shown and labeled.
- NA  The Plan is adequately dimensioned including radii.
- NA  The line work and text for all proposed features is shown darker than existing features.
- NA  The following note has been added to the drawings stating, "All water main and service work must be coordinated with the City of Watertown Water Department. The Water Department requirements supersede all other plans and specifications provided."

**LANDSCAPING PLAN**

- All proposed above ground features are shown and labeled.
- All proposed trees, shrubs, and other plantings are shown and labeled.
- All proposed landscaping and text are shown darker than existing features.
- All proposed landscaping is clearly depicted, labeled and keyed to a plant schedule that includes the scientific name, common name, size, quantity, etc.

For additional landscaping requirements where nonresidential districts and land uses abut land in any residential district, please refer to Section 310-59, Landscaping of the City's Zoning Ordinance.

**Site Plan complies with and meets acceptable guidelines set forth in Appendix A - Landscaping and Buffer Zone Guidelines (August 7, 2007).**

NA  **PHOTOMETRIC PLAN** (If Applicable)

All proposed above ground features are shown.

Photometric spot elevations or labeled photometric contours of the property are clearly depicted. Light spillage across all property lines shall not exceed 0.5 foot-candles.

**CONSTRUCTION DETAILS and NOTES**

All details and notes necessary to adequately complete the project including, but not limited to, landscaping, curbing, catch basins, manholes, water line, pavement, sidewalks, trench, lighting, trash enclosure, etc. are provided.

NA  Maintenance and protection and traffic plans and notes for all required work within City streets including driveways, water laterals, sanitary laterals, storm connections, etc. are provided.

NA  The following note must be added to the drawings stating:  
"All work to be performed within the City of Watertown margin will require sign-off from a Professional Engineer, licensed and currently registered to practice in the State of New York, that the work was built according to the approved site plan and applicable City of Watertown standards. Compaction testing will be required for all work to be performed within the City of Watertown margin and must be submitted to the City of Watertown Codes Department."

**PRELIMINARY ARCHITECTURAL PLANS** (If Applicable)

Floor plan drawings, including finished floor elevations, for all buildings to be constructed are provided.

Exterior elevations including exterior materials and colors for all buildings to be constructed are provided.

Roof outline depicting shape, slope and direction is provided.

**ENGINEERING REPORT**

**\*\* The engineering report at a minimum includes the following:**

Project location

Project description

NA  Existing and proposed sanitary sewer flows and summary

NA  Water flows and pressure

NA  Storm Water Pre and Post Construction calculations and summary

Traffic impacts

Lighting summary

Landscaping summary

**GENERAL INFORMATION**

ALL ITEMS ARE STAMPED AND SIGNED WITH AN ORIGINAL SIGNATURE BY A PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR SURVEYOR LICENSED AND CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.

NA  If required, a copy of the Stormwater Pollution Prevention Plan (SWPPP) submitted to the NYSDEC will also be sent to the City of Watertown Engineering Department.

NA  \*\* If required, a copy of all submittals sent to the New York State Department of Environmental Conservation (NYSDEC) for the sanitary sewer extension permit will also be sent to the City of Watertown Engineering Department.

NA  \*\* If required, a copy of all submittals sent to the New York State Department of Health (NYSDOH) will also be sent to the City of Watertown Engineering Department.

\*\* When NYSDEC or NYSDOH permitting is required, the property owner/applicant shall retain a licensed Professional Engineer to perform inspections of the proposed utility work and to certify the completed works were constructed in substantial conformance with the approved plans and specifications.

NA  Signage will not be approved as part of this submission. It requires a sign permit from the City Code Enforcement Bureau. See Section 310-52.2 of the Zoning Ordinance.

Plans have been collated and properly folded.

NA  If an applicant proposes a site plan with multiple buildings and any of those buildings front on a private drive, the City Council will name the private drive by resolution and the building(s) will be given an address number on that private drive by City staff. The applicant may propose a name for the private drive for the City Council's consideration.

Proposed Street Name: \_\_\_\_\_

For non-residential uses, the proposed Hours of Operation shall be indicated.

NA  Signature Authorization form or letter signed by the owner is submitted allowing the applicant to apply on behalf of the owner if the applicant is not the property owner.

Explanation for any item not checked in the Site Plan Checklist.

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# Short Environmental Assessment Form

## Part 1 - Project Information

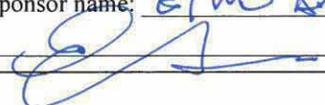
### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Name of Action or Project: Rainbow Restoration			
Project Location (describe, and attach a location map): 123 Coleman Avenue, Watertown NY 13601			
Brief Description of Proposed Action: The project is located on tax parcel 9-15-110.001 in the City of Watertown. The proposed development consists of a 3,466 S.F. building addition. 254 S.F. of asphalt paving will be added to the rear of the building.			
Name of Applicant or Sponsor: GYMO dpc		Telephone: 788-3900 E-Mail: ed@gymopc.com	
Address: 220 Sterling Street			
City/PO: Watertown		State: NY	Zip Code: 13601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action? _____ acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO   <input checked="" type="checkbox"/>	YES   <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>GYMO ANALYTICALS ENGINEERS PC</u> Date: <u>8/23/16</u> Signature: <u></u>		



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No



**PROJECT LOCATION MAP**  
**NOT TO SCALE**

**LEGEND:**

- BOLLARD
- CATCH BASIN SQUARE
- GAS METER
- ⊕ GUY WIRE
- 1/2" IRON PIPE SET
- LID
- LIGHT POLE
- MAG NAIL SET
- SEWER MANHOLE
- SIGN
- SIGN 2 POST
- UTILITY POLE
- WATER VALVE
- CONCRETE
- - - CONTOUR 1'
- - - CONTOUR 5'
- - - EASEMENT
- - - ELECTRIC LINE
- - - OVERHEAD UTILITIES
- - - PAVEMENT
- PROPERTY LINE
- SANITARY SEWER LINE

**DEED REFERENCE:**

Christopher A. Labow  
to  
Colello Car Wash Corporation  
Instrument 2003-12057  
Recorded 07/30/2003  
Area = 0.694 acres±

**NOTES:**

1. The horizontal datum referenced hereon is NAD 1983, New York State Plane, Central Zone based of the NYS CORS Network.
2. The vertical datum referenced hereon is NAVD 1988 based of the NYS CORS Network.
3. All adjoiners are per the Jefferson County Real Property Assessment Office.
4. Field location was last performed June 15, 2016.
5. Underground facilities, structures and utilities have not been plotted.

There may be other underground facilities, structures and utilities, the existence of which is presently not known and therefore not shown on this map.

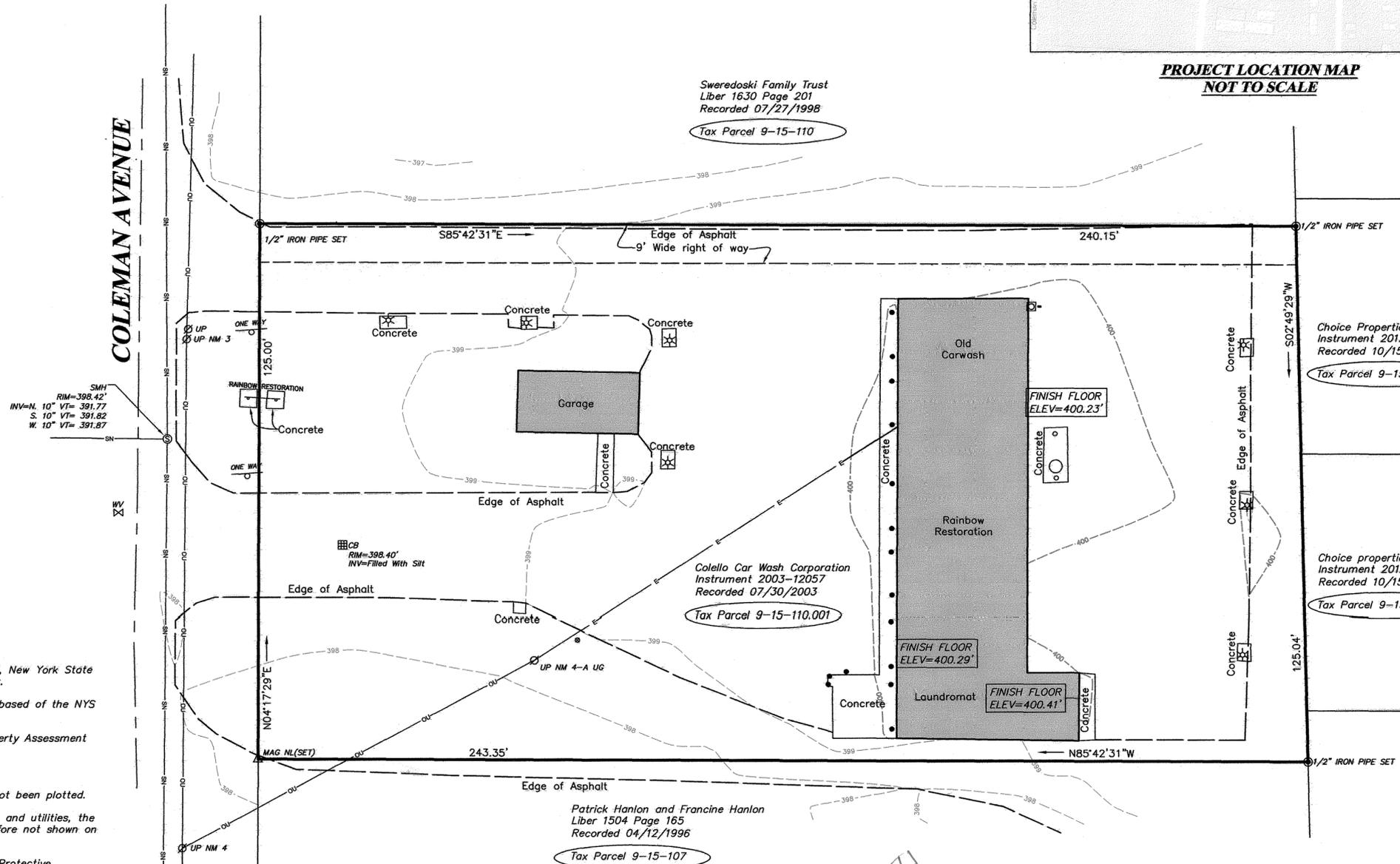
Prior to construction contact Underground Facilities Protective Organization, (UFP0) at 1-800-962-7962 for exact location of all underground utilities.

6. This survey was prepared without the benefit of an Updated Abstract of Title and is subject to any changes which may occur as a result of a complete title search.
7. Subject parcel is City of Watertown Assessment Parcel 9-15-110.001.
8. The lands shown hereon are subject to any rights, restrictions, easements or covenants of record, expressed or implied by usage or custom.

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 20 ft.



Sweredoski Family Trust  
Liber 1630 Page 201  
Recorded 07/27/1998  
Tax Parcel 9-15-110

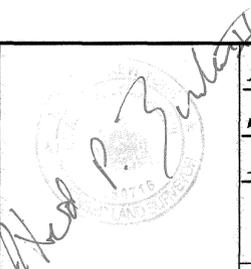
Choice Properties of NNY LLC  
Instrument 2012-15981  
Recorded 10/15/2012  
Tax Parcel 9-15-111

Colello Car Wash Corporation  
Instrument 2003-12057  
Recorded 07/30/2003  
Tax Parcel 9-15-110.001

Choice properties of NNY LLC  
Instrument 2012-15981  
Recorded 10/15/2012  
Tax Parcel 9-15-112

Patrick Hanlon and Francine Hanlon  
Liber 1504 Page 165  
Recorded 04/12/1996  
Tax Parcel 9-15-107

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ARCHITECTURE, ENGINEERING  
& LAND SURVEYING, D.P.C.  
REPRODUCTION OR COPYING OF THIS DOCUMENT MAY BE A VIOLATION OF COPYRIGHT LAWS UNLESS PERMISSION OF THE COPYRIGHT HOLDER IS OBTAINED.  
WARNING - IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER THIS DOCUMENT IN ANY WAY. IF ALTERED, SUCH LICENSEE SHALL AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE, DATE AND A SPECIFIC DESCRIPTION OF ALTERATION.  
ONLY BOUNDARY SURVEY MAPS WITH THE SURVEYOR'S SEAL AND ORIGINAL SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION.



**MAP OF TOPOGRAPHIC & BOUNDARY SURVEY OF COLELLO CAR WASH CORP. 123 COLEMAN AVENUE**

CITY of WATERTOWN COUNTY of JEFFERSON STATE of NEW YORK

File No.: 75-130S.02  
Scale: 1" = 20'  
Drawn By: Z.P.S.  
Checked By: HPL  
Date: 8/23/2016

Drwg. No. 01

ARCHITECTURE  
ENGINEERING  
LAND SURVEYING

1100 South Street  
Watertown, NY 13590  
Tel: (518) 482-9900  
Fax: (518) 482-9988  
www.gymopc.com

Revisions:  
Survey: See Note 4

# RAINBOW RESTORATION BUILDING ADDITION

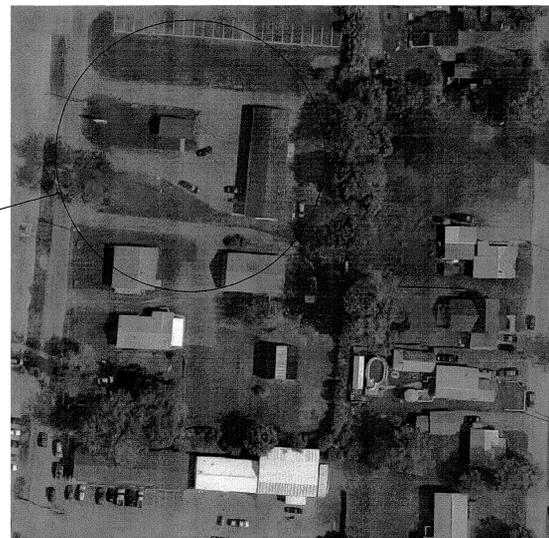
123 COLEMAN AVENUE  
WATERTOWN, NY 13601

AUGUST 2016

## LIST OF DRAWINGS

C-101	SITE CONCEPT PLAN
C-501	SITE DETAILS
A-101	FLOOR PLAN
A-201	EXTERIOR ELEVATIONS & ROOF PLAN

SITE LOCATION

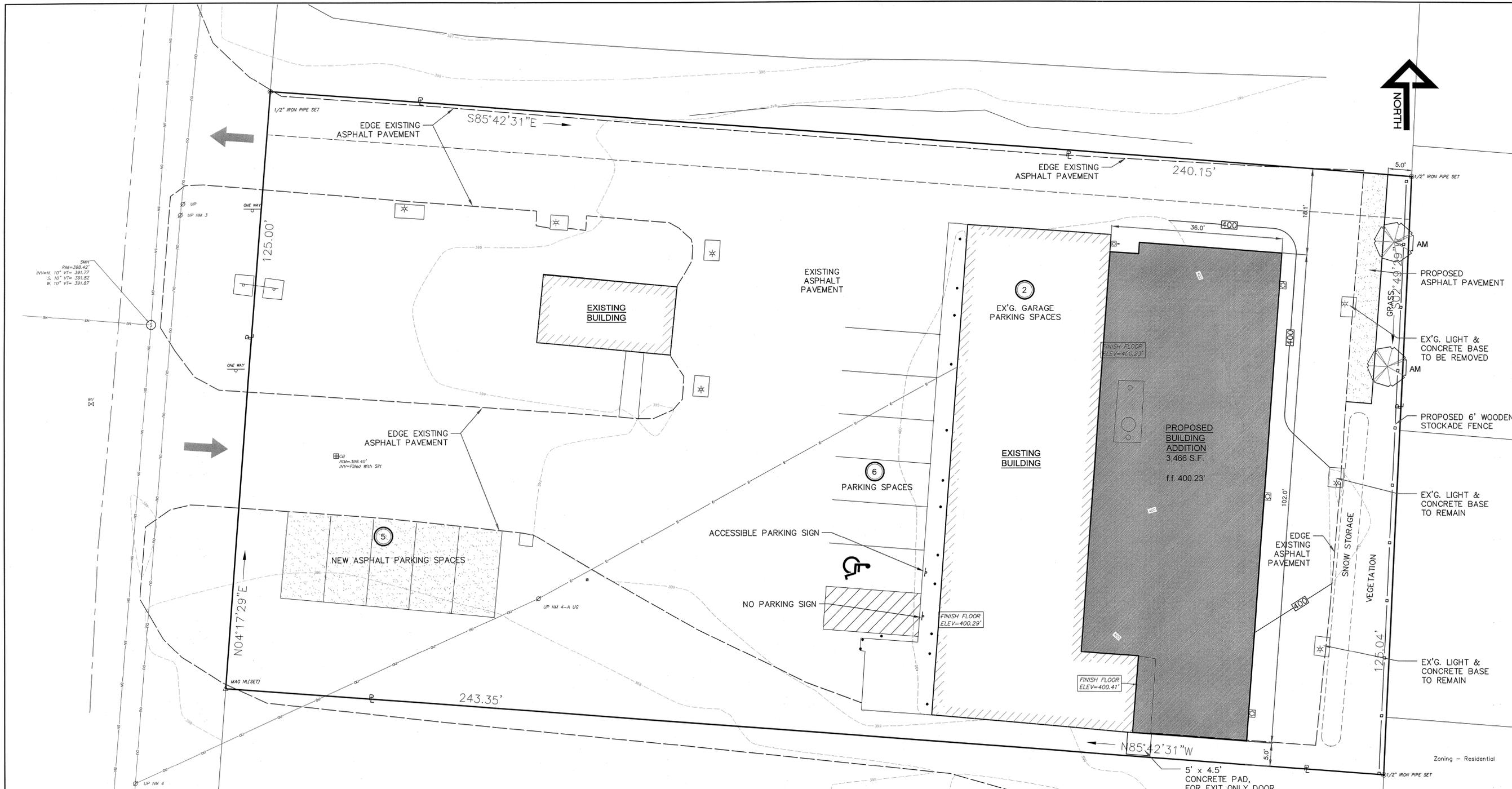


PREPARED BY:

**GYMOPC** ARCHITECTURE  
ENGINEERING  
LAND SURVEYING  
220 Sterling Street, Watertown, New York 13601  
www.gymopc.com • (315) 788-3900



EDWARD G. OLLEY, A.I.A.



**GENERAL NOTES**

- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN. PRIOR TO CONSTRUCTION CONTACT UNDERGROUND UTILITIES CALL CENTER OF NEW YORK FOR EXACT LOCATION OF ALL UNDERGROUND UTILITIES. (1-800-962-7962). CONTRACTOR IS RESPONSIBLE FOR LOCATING AND WORKING WITH THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- THE TOPOGRAPHIC, PLANIMETRIC, AND BOUNDARY SURVEY WAS PERFORMED BY GYMO, P.C.
- ALL OUT-OF-SCOPE AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS WILL BE RESTORED TO CONDITIONS EQUAL TO OR BETTER THAN THAT PRIOR TO CONSTRUCTION. OUTSIDE OF PROPERTY BOUNDARIES AND EASEMENT AREAS THE CONTRACTOR IS REMINDED TO OBTAIN WRITTEN AUTHORIZATION TO USE PRIVATE PROPERTY AND ASSUMES ALL LIABILITY WHEN ACCESSING THOSE PROPERTIES.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CHARACTERISTICS AND EXTENT OF SUBSURFACE SOILS, ROCK, WATER TABLE LEVELS, ETC., PRIOR TO BIDDING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, SECURITY, BONDS, FEES, AND PAYMENTS TO OBTAIN SAID PERMITS WHERE APPLICABLE.
- WHEN THE PERFORMANCE OF THE CONTRACTOR'S WORK REQUIRES THE INTERRUPTION OF UTILITY SERVICES, HE/SHE SHALL ISSUE A 48 HOUR PRIOR NOTICE TO THE GOVERNING MUNICIPALITY.
- SITE CONTRACTOR TO PROVIDE EROSION AND SEDIMENT CONTROL AND DUST CONTROL.
- A LICENSED LAND SURVEYOR SHALL BE RETAINED FOR ALL UTILITY AND FIELD STAKEOUT AND AS-BUILTS AT THE CONTRACTORS EXPENSE.
- CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION UNTIL ESTABLISHMENT OF VEGETATIVE COVER. RUN-OFF CONTAINING SEDIMENTS FROM DISTURBED AREAS OF THE SITE SHALL NOT BE ALLOWED DIRECTLY OFF SITE OR INTO NATURAL STREAM CHANNELS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING, GRUBBING, CUTTING AND DISPOSING OF VEGETATION, TREES AND DEBRIS IN A NYSDEC ACCEPTABLE LOCATION.
- CONTRACTOR SHALL PERFORM ALL NECESSARY EARTHWORK, INCLUDING THE STRIPPING, STOCKPILING AND REPLACING OF TOPSOIL IN ACCORDANCE WITH THE PLANS. EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE.
- EXCAVATIONS SHALL BE TO DEPTHS SHOWN ON DRAWINGS. ALL UNSTABLE OR UNSUITABLE MATERIAL SHALL BE EXCAVATED AND REMOVED TO SUCH DEPTH AS REQUIRED TO PROVIDE SUFFICIENT BEARING CAPACITY. OVER-EXCAVATED AREAS SHALL BE BACKFILLED WITH SUITABLE MATERIAL.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF DIMENSIONS, ELEVATIONS AND LOCATIONS DURING PRECONSTRUCTION FIELD VERIFICATION. SUCH INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR VERIFICATION OR MODIFICATION OF THE PLANS.
- THE CONTRACTOR SHALL ENSURE PROTECTION OF EXISTING UTILITIES.

**PLANNING DATA**

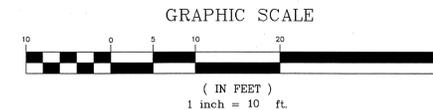
CURRENT ZONING CLASSIFICATION - NEIGHBORHOOD BUSINESS  
 PROPOSED ZONING - SAME  
 LAND USE - COMMERCIAL  
 PARCEL #9-15-110.001  
 ACRES .688 ±

AREA AND BULK CALCULATIONS		
ITEM	REQUIRED/ALLOWED	PROPOSED
MIN. LOT AREA	1,000 S.F.	30,000 S.F.
LOT COVERAGE	40%	24%
FRONT YARD MIN.	20'	NA
REAR YARD MIN	25'	25'
SIDE YARD MIN	5'	4.9' & 18.1'
PARKING	5 SPACES PER 1,000 S.F.	6,758 S.F. BUILDING - 4,078 S.F. (EX'G. GARAGE BAYS, MECHANICAL ROOM, TOILET ROOMS, EQUIPMENT STORAGE, CORRIDOR & WALLS) = 2,680 S.F.

**PLANT MATERIAL SCHEDULE**

QUANTITIES	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
2	AM	ACER X FREEMANNI 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	2" CAL

- LEGEND**
- BUILDING
  - CURB
  - PAVEMENT
  - OVERHEAD UTILITY LINE
  - PROPERTY LINE
  - 1/2" IRON PIPE WITH CAP SET
  - IRON MONUMENT FOUND (as noted)
  - ⊗ GUY WIRE
  - ⊙ UTILITY POLE
  - ⊕ WATER VALVE
  - ⊕ GAS VALVE
  - ⊕ CATCH BASIN
  - SANITARY SEWER LINE
  - STORM DRAIN LINE
  - ⊙ SIGNS
  - ⊙ SEWER MANHOLE
  - ⊙ DRAINAGE MANHOLE
  - ⊙ EXISTING LIGHT POLE
  - ⊙ RELOCATED EXISTING SOFFIT LIGHTING
  - NEW CONTOUR LINES



220 Sterling Street  
 Watertown, NY 13601  
 Tel: (315) 788-9900  
 www.gymopc.com

**GYMO**  
 ARCHITECTURE  
 ENGINEERING  
 LAND SURVEYING

REGISTERED ARCHITECT  
 EDWARD GEORGE OLEYER  
 No. 021587  
 STATE OF NEW YORK

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 GYMO  
 ARCHITECTURE, ENGINEERING  
 & LAND SURVEYING, P.C.

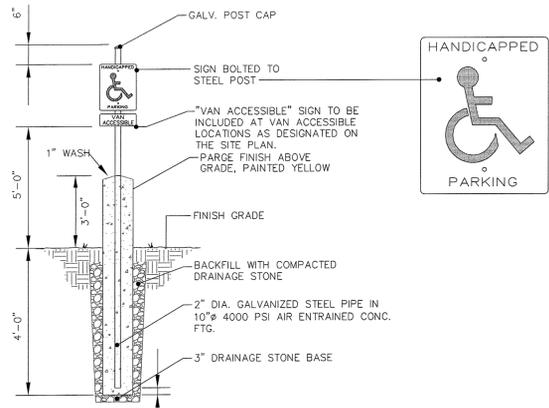
IT IS A VIOLATION OF SECTION 2208,  
 SUBDIVISION 2.4 OF THE NEW YORK STATE  
 EDUCATION LAW FOR ANY PERSON,  
 UNLESS ACTING UNDER THE DIRECTION OF  
 A LICENSED PROFESSIONAL ENGINEER OR  
 LAND SURVEYOR TO ALTER THIS  
 DOCUMENT IN ANY MANNER. ANY  
 SUCH LICENSEE SHALL AFFIX HIS OR HER  
 SEAL AND THE NOTATION "ALTERED BY"  
 FOLLOWED BY HIS OR HER SIGNATURE,  
 DATE AND A SPECIFIC DESCRIPTION OF  
 ALTERATION.

**SITE CONCEPT PLAN**

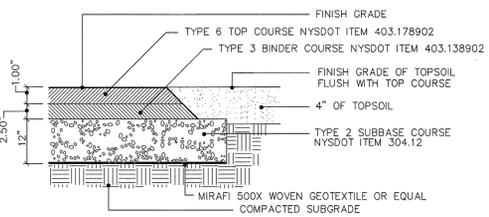
**RAINBOW RESTORATION BUILDING ADDITION**  
 123 COLEMAN AVENUE  
 WATERTOWN, NY 13601

Project No: 75130S.02  
 Scale: AS NOTED  
 Date: 12-23-14  
 Drawn By: MWL  
 Designed By: MWL  
 Checked By: EGO  
 Date Issued: 8-23-16  
 Drwg. No.

**C-101**



**7 TYPICAL HANDICAP SIGN DETAIL**  
 C501 NOT TO SCALE D157-01

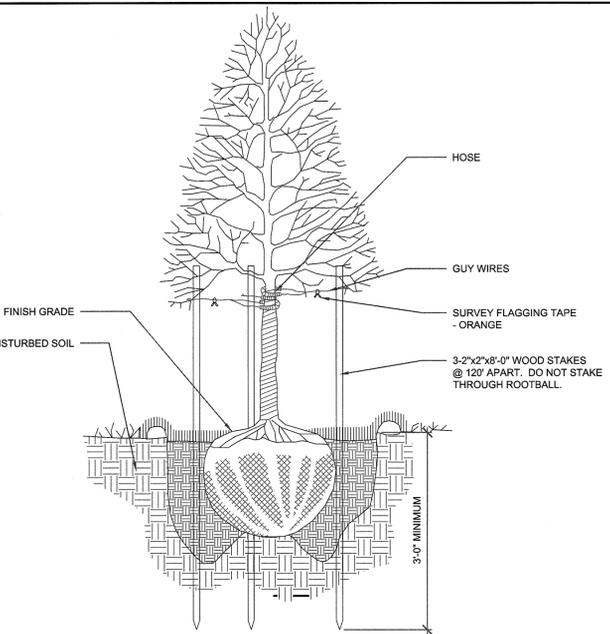


RUN OF CRUSHER STONE - SHALL BE ANGULAR CRUSHED UNSORTED LIMESTONE, WELL GRADED WITH SUFFICIENT FINES TO FILL ALL VOIDS WHEN COMPACTED. GRADATION SHALL BE AS FOLLOWS:

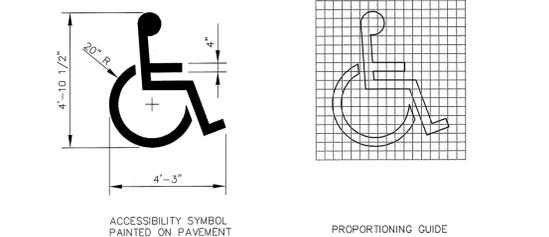
SIEVE	% PASSING BY WT.	
	(1-1/2")	(4")
4"	100	100
3"	90-100	75-90
2"	60-90	65-80
1-1/2"	45-75	50-70
1"	30-60	40-65
3/4"	10-40	25-40
#40	0-10	0-10
#200	0-10	0-10

NOTE: PAVEMENT SECTION OBTAINED FROM GEOTECHNICAL ENGINEERING REPORT PREPARED BY TRANSTECH ENGINEERING SERVICES, P.C. DATED FEBRUARY 28, 2013.

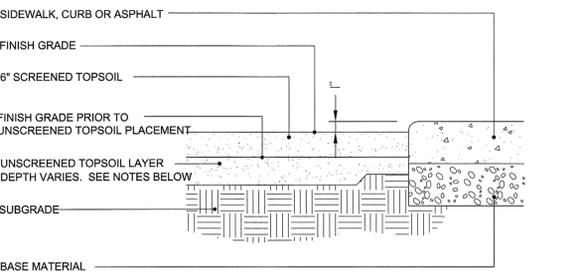
**4 TYPICAL PAVEMENT DETAIL (PARKING AREAS)**  
 C501 NOT TO SCALE D153-01



**1 TREE STAKING DETAIL**  
 C-501 NOT TO SCALE

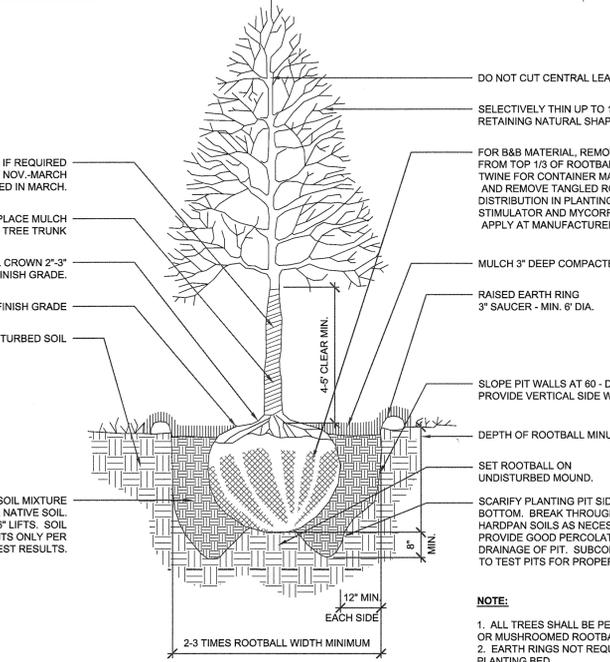


**6 TYPICAL HANDICAP SYMBOL DETAIL**  
 C501 NOT TO SCALE D156-01



NOTES:  
 GRASSED AREAS - UNSCREENED TOPSOIL SHALL BE 4" IN DEPTH  
 PLANTING BED AREAS - UNSCREENED TOPSOIL SHALL BE 8" IN DEPTH  
 TREE PLANTING AREAS - UNSCREENED TOPSOIL SHALL BE 12" IN DEPTH & 10' IN DIAMETER.

**3 SOIL PROFILE - VARIOUS AREAS**  
 C-501 NOT TO SCALE D132-02



**2 TREE PLANTING DETAIL**  
 C-501 NOT TO SCALE

**TREE PLANTING NOTES:**

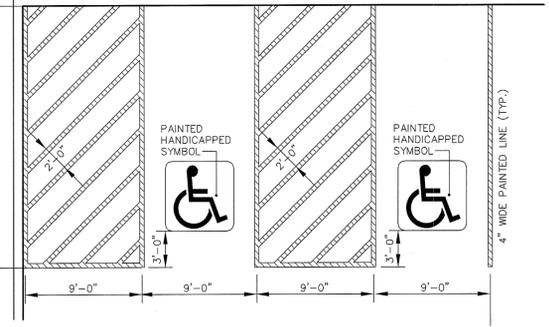
- THESE NOTES ARE PRESENTED AS A "SUMMARY" OF THE WRITTEN SPECIFICATIONS ISSUED FOR THE PROJECT. REFER TO THE WRITTEN SPECIFICATIONS FOR ADDITIONAL DETAIL AND FULL PROJECT REQUIREMENTS.
- ANY QUANTITIES INDICATED ON THE DRAWINGS OR ON THE TREE MATERIAL SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE LANDSCAPE SUBCONTRACTOR BUT SHOULD NOT BE ASSUMED TO BE CORRECT. THE LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES INDICATED. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO INSTALLATION. IN THE EVENT OF A DISCREPANCY, THE GRAPHIC REPRESENTATIONS SHOWN ON THE DRAWINGS SHALL GOVERN.
  - NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF TREE MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER. CHANGES IN TREE MATERIAL MAY CONSTITUTE PLAN RE-APPROVAL.
  - TREES SHALL BE SUPPLIED AT THE SIZES SPECIFIED ON THE DRAWINGS. THE SIZES SHOWN ARE THE MINIMUMS FOR EACH CATEGORY (HEIGHT, SPREAD, CALIPER, CONTAINER SIZE, ETC.) WHEN A RANGE OF SIZE IS GIVEN, 75% OF THE PLANTS SUPPLIED MUST MEET THE MAXIMUM RANGE SIZE, AND 25% OF THE PLANTS SUPPLIED SHALL BE THE MINIMUM RANGE SIZE SPECIFIED. THE PLANTS SUPPLIED MUST CONFORM TO ALL OF THE MINIMUM DIMENSIONS INDICATED. PLANTS OF LARGER SIZE MAY BE USED IF ACCEPTABLE TO THE ENGINEER AT NO ADDITIONAL COST AND IF SIZES OF CONTAINER OR ROOT BALLS, HEIGHT, AND SPREAD ARE INCREASED PROPORTIONATELY IN ACCORDANCE WITH ANSI Z60.1. ALL OTHER QUALITY REQUIREMENTS OF THE TREE MATERIAL MUST ALSO BE ADHERED.
  - ALL TREES MUST BE NURSERY GROWN, BALL AND BURLAP (B&B) OR CONTAINER GROWN AS SPECIFIED IN THE MATERIALS SCHEDULE. CONTAINER GROWN MATERIAL CAN BE SUBSTITUTED FOR B&B MATERIAL WITH WRITTEN APPROVAL BY THE DIS CONTRACTOR PRIOR TO INSTALLATION. ALL TREE MATERIALS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z-60.1, LATEST EDITION. ALL TREES SHALL COMPLY WITH ANSI Z-60.1 AND THE URBAN TREE FOUNDATION GUIDELINE FOR NURSERY TREE QUALITY, 2009 EDITION. ALL TREES SHALL BE HIGHEST QUALITY, FIRST CLASS REPRESENTATIVES OF THEIR SPECIES. SECONDS, CULLS, OR PARK GRADE MATERIAL WILL BE REJECTED.
  - CALIPER SIZE IS NOT TO BE REDUCED. CALIPER MEASUREMENTS SHALL BE TAKEN IN ACCORDANCE WITH ANSI STANDARDS.
  - ALL TREES MUST BE STRAIGHT TRUNK, HAVE A STRONG CENTRAL LEADER, FULL HEADED, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH A "Y" SHAPE ARE NOT ACCEPTABLE. TREES THAT HAVE BEEN FRESHLY PRUNED TO MEET THESE SPECIFICATIONS SHALL BE REJECTED.
  - THE TREES VEGETATIVE CANOPY SHOULD BE MOSTLY SYMMETRICAL AND FREE OF LARGE VOIDS OR FLAT SURFACE AREAS ON ONE SIDE.
  - ALL STREET AND SHADE TREES SHALL HAVE A MINIMUM SIX FEET (6') CLEAR TRUNK UNLESS OTHERWISE NOTED ON PLANS OR PLANT LISTS.
  - TREES MOVED DURING PERIODS OF HIGH TRANSPIRATION SHALL BE SPRAYED WITH AN ANTI-DESSICANT PRIOR TO MOVING. APPLY AND REMOVE ANTI-DESSICANTS AT THE MANUFACTURER'S RECOMMENDATIONS.
  - TREES SHALL BE STAKED AND GUYED AS DETAILED AND SPECIFIED. STAKE AND GUYED MATERIALS SHALL BE REMOVED BY THE LANDSCAPE SUBCONTRACTOR SIX (6) MONTHS AFTER FINAL ACCEPTANCE.
  - ALL TREES ARE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER AT ANY TIME PRIOR TO FINAL ACCEPTANCE. REJECTED PLANTS SHALL BE REPLACED IMMEDIATELY AT NO ADDITIONAL COST.
  - THE LANDSCAPE SUBCONTRACTOR SHALL FIELD STAKE ALL TREES PRIOR TO INSTALLATION. THE OWNER'S REPRESENTATIVE SHALL APPROVE ALL STAKED LOCATIONS PRIOR TO INSTALLATION. PLANTS INSTALLED PRIOR TO APPROVAL BY THE OWNER'S REPRESENTATIVE ARE SUBJECT TO REJECTION AND REPLACEMENT AT NO ADDITIONAL COST TO THE OWNER.
  - PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE SUBCONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY AND THE ENGINEER. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER.
  - NO TREES SHALL BE PLANTED WITHIN 5' OF SITE UTILITY LINES. TREE LOCATIONS PROPOSED WITHIN 5' SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ARCHITECT PRIOR TO EXCAVATING. FIELD ADJUSTMENT OF TREE LOCATIONS SHALL BE DETERMINED BY THE PROJECT ARCHITECT. PLANTS RELOCATED AND INSTALLED WITHOUT APPROVAL OF THE PROJECT ARCHITECT WILL BE REMOVED, REPLACED, AND RELOCATED AT NO ADDITIONAL COST.
  - THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE FROM THE EARTHWORK SUBCONTRACTOR. ALL TOPSOIL SHALL BE APPROVED BY THE ENGINEER.
  - NO TREES SHALL BE INSTALLED IN POOR DRAINAGE CONDITIONS. LANDSCAPE SUBCONTRACTOR IS RESPONSIBLE FOR TESTING SUSPECT TREE PITS PRIOR TO TREE INSTALLATION. REFER TO THE LANDSCAPE SPECIFICATIONS FOR TREE PIT TESTING PROCEDURES.
  - ALL TREES SHALL BE PLACED WITH THE BEST FACE FORWARD, TOWARDS THE STREET WHENEVER POSSIBLE.
  - ALL TREES SHOULD BE PRUNED AS NECESSARY PRIOR TO INSTALLATION.
  - PRE-EMERGENT HERBICIDES, TRIFLORAL, PREEN, OR APPROVED EQUAL, SHALL BE APPLIED TO ALL TREE PLANTING BEDS PRIOR TO MULCHING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. HERBICIDES SHALL BE INCORPORATED INTO THE SOIL AT THE RECOMMENDATION OF THE MANUFACTURER.
  - APPLY ORGANIC ROOT STIMULATOR, CONTINUING MYCORRHIZAE, TO ALL TREES PRIOR TO BACKFILLING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR TO SUBMIT SAMPLES OF ROOT STIMULATOR TO THE ENGINEER FOR APPROVAL PRIOR TO USE.
  - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PLANT INSTALLATIONS UNTIL ACCEPTED BY THE OWNER. MAINTENANCE SHALL INCLUDE RE-MULCHING, WATERING, APPLICATIONS OF HERBICIDES, FUNGICIDES, INSECTICIDES AND PESTICIDES AS NECESSARY. MAINTENANCE SHALL INCLUDE ALL TREES, SEEDED AREAS AND SOD.
  - THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL TREES SHALL BE IN A HEALTHY AND THRIVING CONDITION ACCORDING TO THE NATURAL GROWTH HABITS OF THE INDIVIDUAL SPECIES AT THE TIME OF THE PROJECT COMPLETION.

**LANDSCAPE SEED NOTES:**

- SCARIFY, LOOSEN, FLOAT AND DRAG THE UPPER FOUR INCHES (4") OF SOIL TO BRING IT TO PROPER CONDITION AND GRADE PRIOR TO SEEDING / SODDING. REMOVE STONES LARGER THAN ONE INCH (1"), STICKS, ROOTS, RUBBISH, ETC. FINISHED GRADE SHALL BE LOOSE AND FREE DRAINING PRIOR TO SEEDING / SODDING.
- STRIP EXISTING GRASS AND WEEDS, INCLUDING ROOTS, PRIOR TO SEEDING. APPLY HERBICIDES AS NECESSARY TO SPOT TREAT UNWANTED SPECIES.
- INSTALL SEED PER THE WRITTEN SPECIFICATIONS. LANDSCAPE SUBCONTRACTOR MUST ADJUST APPLICATION RATES TO PURE LIVE SEED RATES AS INDICATED.
- ALL SEEDED AREAS MUST BE MAINTAINED BY THE LANDSCAPE SUBCONTRACTOR UNTIL ACCEPTANCE BY THE DESIGN BUILD CONTRACTOR.

**MULCH:**

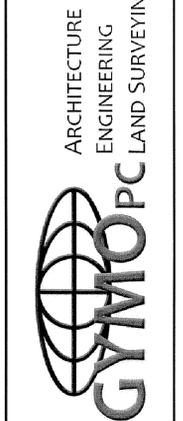
- ALL MULCHED AREAS SHALL BE SHREDDED HARDWOOD MULCH.



NOTES:  
 1. MAX. PAVEMENT SLOPE TO BE 2% (1:50) IN ANY DIRECTION, FOR HANDICAP AREAS.

**5 TYPICAL PARKING STALL MARKINGS**  
 C501 NOT TO SCALE SW136-01

200 Stelling Street  
 Watertown, NY 13601  
 tel: (315) 788-3900  
 fax: (315) 788-0668  
 www.gymopc.com



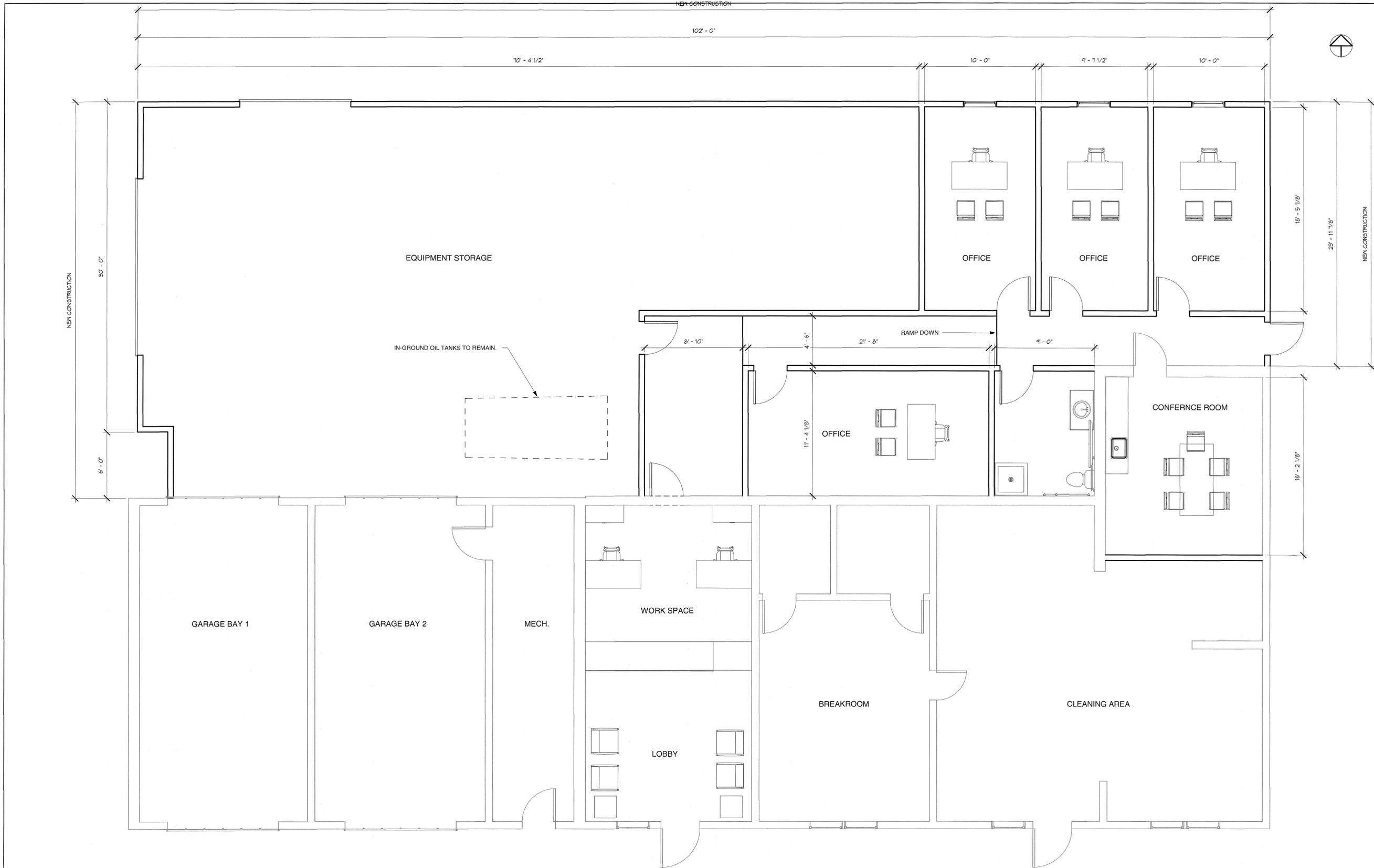
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**SITE DETAILS**  
 RAINBOW RESTORATION  
 123 COLEMAN AVENUE  
 WATERTOWN, NEW YORK 13601

Project No:	89-191A
Scale:	AS NOTED
Date:	5-24-16
Drawn By:	MWL
Designed By:	MWL
Checked By:	
Date Issued:	8-23-16
Drwg. No.	

**C501**



FLOOR PLAN  
1/4" = 1'-0"

REVISIONS		
No.	Description	Date

210 Sterling Street  
 Watertown, NY 13601  
 Fax: (315) 758-3068  
 www.gymopc.com

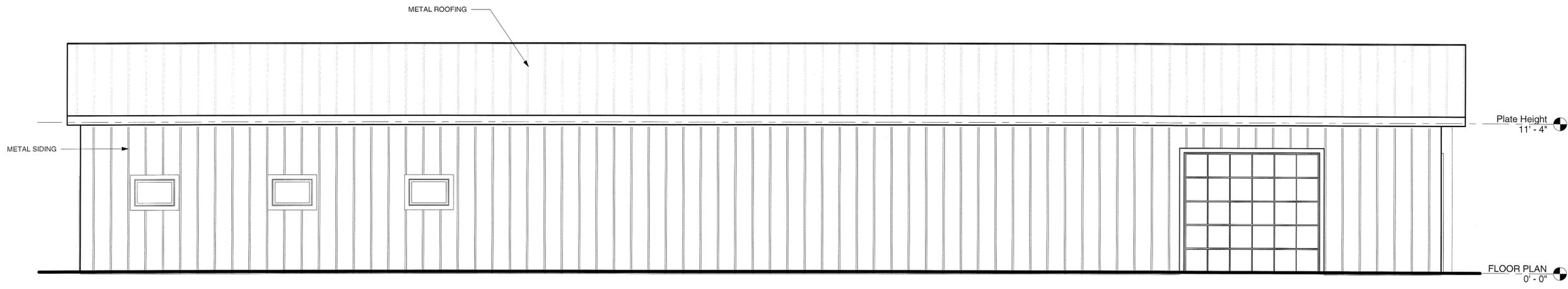
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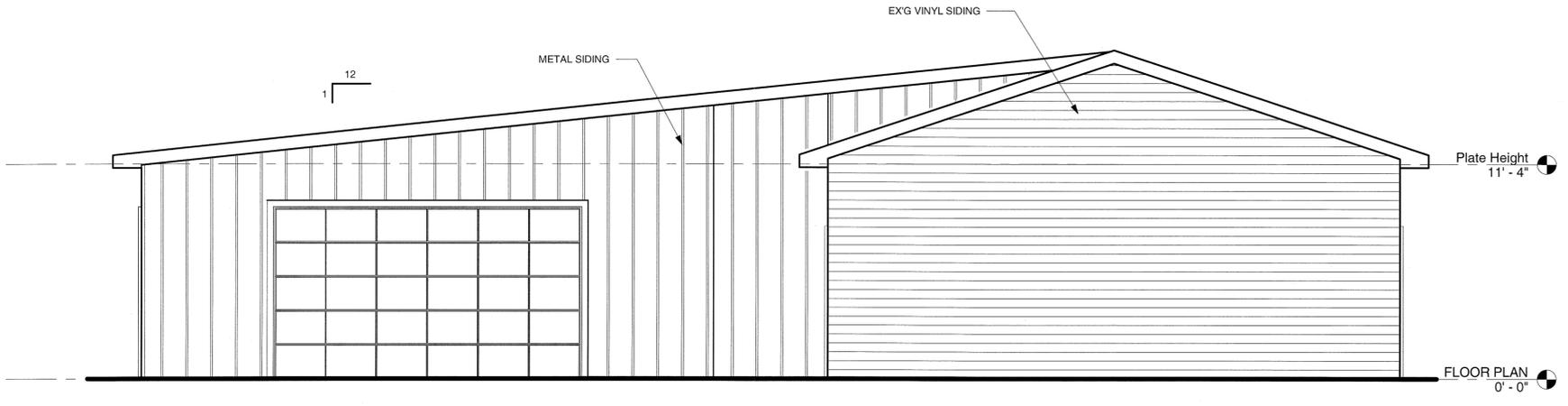
**FLOOR PLAN**  
**RAINBOW RESTORATION BUILDING ADDITION**  
**123 COLEMAN AVENUE**  
**WATERTOWN, NY 13601**

Project Number: 75130.02  
 Scale: 1/4" = 1'-0"  
 Date: 8-19-16  
 Drawn by: MWL  
 Designed by: MWL  
 Checked by: EGO  
 Date Issued: 8-22-16  
 Draw. No. *PRELIMINARY*

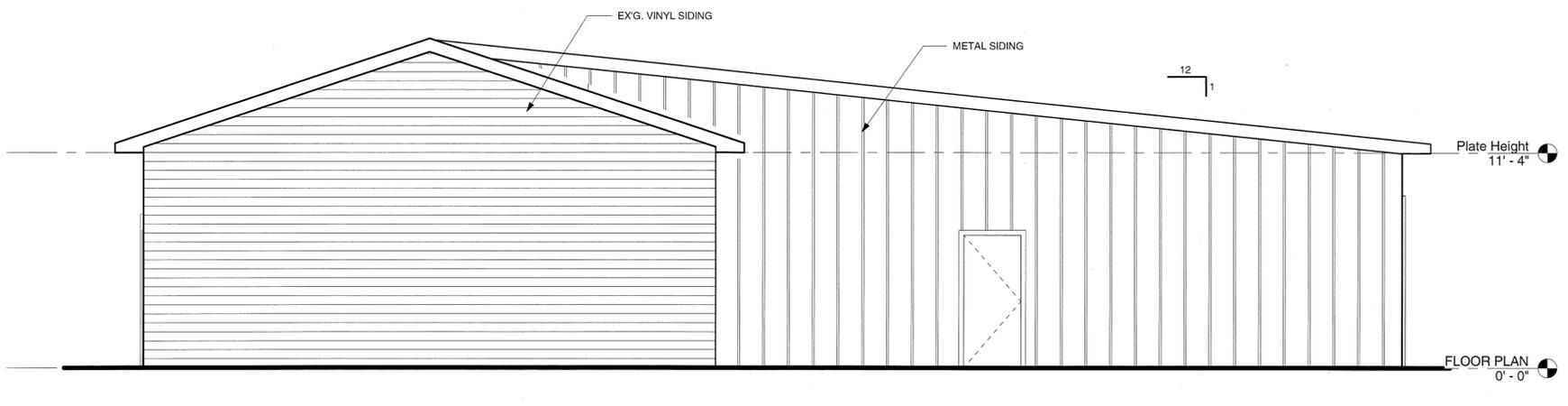
A101



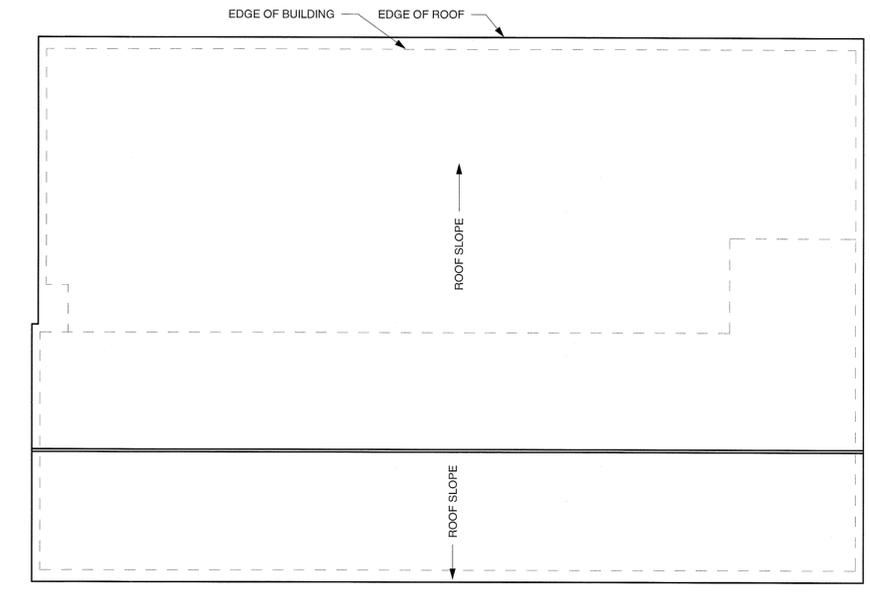
1 PLAN SOUTH ELEVATION  
A201 1/4" = 1'-0"



2 PLAN EAST ELEVATION  
A201 1/4" = 1'-0"



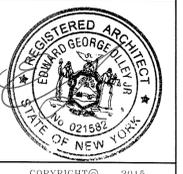
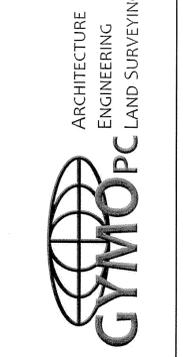
3 PLAN WEST ELEVATION  
A201 1/4" = 1'-0"



4 Roof Plan  
A201 3/32" = 1'-0"

REVISIONS		
No.	Description	Date

200 Sterling Street  
Watertown, NY 13601  
Tel: (518) 788-3900  
Fax: (518) 788-0668  
www.gymopc.com



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OR LAND SURVEYOR TO ALTER THIS  
DOCUMENT IN ANY WAY. IF ALTERED,  
SUCH LICENSEE SHALL AFFIX HIS OR HER  
SEAL AND THE NOTATION "ALTERED BY"  
FOLLOWED BY HIS OR HER SIGNATURE,  
DATE AND A SPECIFIC DESCRIPTION OF  
ALTERATION.

EXTERIOR ELEVATIONS & ROOF PLAN  
RAINBOW RESTORATION BUILDING ADDITION  
123 COLEMAN AVENUE  
WATERTOWN, NY 13601

Project Number: 75130.02  
Scale: As Indicated  
Date: 8-19-16  
Drawn by: Author  
Designed by: Designer  
Checked by: Checker  
Date Issued: 08/22/16  
Dwg. No. 08/22/16

A201



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT  
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601  
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members  
FROM: Michael A. Lumbis, Planning and Community Development Director  
SUBJECT: Site Plan Approval – 123 Coleman Avenue  
DATE: September 1, 2016

**Request:** Site Plan Approval for the construction of a 3,466 square-foot building addition and 1,064 square feet of new asphalt pavement located at 123 Coleman Avenue, Parcel Number 9-15-110.001.

**Applicant:** Edward G. Olley Jr., AIA, of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration

**Proposed Use:** Equipment storage and office space

**Property Owner:** Michael Colello

**Submitted:**

Property Survey: Yes	Preliminary Architectural Drawings: Yes
Site Plan: Yes	Preliminary Site Engineering Plans: No
Vehicle and Pedestrian Circulation Plan: Yes	Construction Time Schedule: No
Landscaping and Grading Plan: Yes	Description of Uses, Hours & Traffic Volume: Uses are described. Hours and traffic volume are not.

SEQRA: Type II

Jefferson County 239-m Review: Yes

**Zoning Information:**

District: Neighborhood Business	Maximum Lot Coverage: 40 percent
Setback Requirements: F: 20', S: 5', R: 25'	Buffer Zones Required: Yes

**Project Overview:** The applicant proposes to construct a 3,466 square-foot addition to the existing Rainbow Restoration building at 123 Coleman Ave. The addition would consist primarily of equipment storage and office space. The applicant also proposes to pave approximately 810 square feet in the front of the property to create five new parking spaces, as well as 254 square feet at the rear end of the property for an aggregate total of 1,064 square feet of new asphalt.

**Parking and Vehicle Circulation:** Access to and from the site will continue to be via the two existing driveways connecting from Coleman Ave, with the southern driveway functioning as an entrance only and the northern driveway functioning as an exit only.

The existing site includes an unstriped, paved parking area directly in front of the building, which provides approximately six parking spaces in addition to two existing indoor garage spaces. The applicant proposes to stripe the existing parking area and install new asphalt for expanded parking adjacent to the southern driveway that would provide an additional five spaces, bringing the aggregate site total to 13.

Section 310-47 of the Zoning Ordinance of the City of Watertown requires five spaces for every 1,000 square feet of commercial floor space. Section 310-50 of the Zoning Ordinance states that, "The areas used for boiler room, heating facilities, utility facilities and storage shall not be included in the computation of floor area." The proposed expansion would bring the building footprint to 6,758 square feet, and the applicant has identified 4,078 square feet of utility and storage areas that do not count toward the parking requirement. Therefore, the applicant's calculations leave 2,680 remaining square feet of applicable floor space, yielding 13.4 required parking spaces, and meaning that the site plan, as proposed, would fail to meet the parking requirement in the Zoning Ordinance.

In addition, the applicant has deducted 355.5 square feet of hallway space and a 102 square-foot bathroom from the calculations. The Zoning Ordinance does not identify hallway space or bathrooms as areas that may be deducted. Thus, the true aggregate amount of interior square footage that counts towards the parking requirement is 3,137.5 square feet, which yields 15.6875 required spaces.

In order for the Planning Board to recommend approval to City Council, the site plan must meet the parking requirement of five spaces for every 1,000 feet of commercial floor space, or 16 spaces total. The applicant should either add three parking spaces to the site plan or be prepared to demonstrate clearly to the Planning Board that the amount of proposed commercial floor space only requires 13.0 parking spaces or fewer. This will include clearly delineating the rooms designated as storage and utility areas and identifying the square footage of each room and their aggregate. In lieu of the above options, the applicant may apply for a variance from the Zoning Board of Appeals to vary the parking requirements of the Zoning Ordinance by three spaces.

**Setbacks, Buffers and Landscaping:** The eastern (rear) end of the parcel abuts a Residence B District. Section 310-59 of the Zoning Ordinance states that "where any land use in nonresidential districts abuts land in any residential district, a strip of land a minimum of five feet up to a maximum of 15 feet in width shall be maintained by the owner as a landscaped area in the front, side and rear yards which adjoin this other district." The applicant is proposing a strip of grass at the eastern end of the site to meet this requirement that would be five feet in width at its shortest point. The applicant is also proposing two Autumn Blaze Maple trees within this grassed area, as well as a six-foot high wooden stockade fence just inside the eastern parcel boundary.

The Planning Board's Landscaping and Buffer Zone Guidelines advocate that "when an existing site is undergoing any external alteration or expansion, the objective of these standards is to gradually bring the existing site into compliance with the minimum standards of this section in relation to the extent of expansion or change on a site." They go on to say that "the applicant should make every effort to include new landscaping and buffering as part of any alteration or expansion."

There are two specific recommendations in the Landscaping Guidelines that the applicant should address to bring the site into compliance, one regarding exterior parking lot landscaping, and the other dealing with landscaped strips along rights-of-way.

First, the Landscaping Guidelines recommend that the applicant should provide a minimum eight-foot wide landscaped strip around the perimeter of any exterior parking lot exclusive of driveways. The guidelines recommend either one large deciduous tree every 40 linear feet, one small-to-medium deciduous tree every 20 linear feet or one large coniferous tree every 20 feet. As there is ample room on the south side of the site to meet the recommendations, the applicant should choose one of the above three options to satisfy the guidelines.

Second, the Landscaping Guidelines also recommend that the applicant should provide a minimum 15-foot wide landscaped strip adjacent to all street rights-of-way, and including the same tree-planting recommendations as above. As proposed, there are 10 feet of grass separating the westernmost parking space from the Coleman Ave right-of-way. Shifting these proposed parking spaces east would be impractical due to the presence of a concrete pad and a utility pole in that area. However, the applicant should still plant trees along Coleman Ave as the Landscaping Guidelines recommend.

**SEQR:** This project is a Type II Action under SEQRA. Section 617.5(c)(7) of the Official Compilation Of Codes, Rules and Regulations of the State of New York specifically identifies “construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities” as a Type II Action. Since Type II actions do not require review under SEQR, Staff did not review the submitted Short Environmental Assessment form.

**Utilities and Hydrology:** Elevation drawings depict a sloped roof on the proposed addition that will drain to the east end of the property. The paved area would also drain in this direction. Stormwater may not be directed onto an adjacent parcel. The applicant must address how he intends to retain stormwater on site and prevent drainage across the parcel boundary.

In addition, there is an existing water main within the Coleman Ave right-of-way. The applicant should depict this main on the site plan, and depict all water and sanitary sewer laterals to the building as well.

**Permits:** The applicant must obtain the following permits, minimally, prior to construction: Building Permit and Fence Permit.

**Other Engineering Concerns:** The applicant must provide an original PE stamped Engineering Report that includes a drainage analysis. The site plan also depicts an existing tank to remain in place underneath the proposed building. The applicant should consider removing this tank and remediating any contaminated soils.

Finally, the site plan depicts a concrete pad adjacent to the south edge of the proposed building for an exit-only door. This proposed pad is on a steep slope, and the top surface of the pad would be one-to-two feet higher than the adjacent ground to the south. The applicant must explain how grading will take place around the proposed pad to address this issue, and obtain permission from the neighboring property owner for any grading that might be necessary on that neighbor’s property.

**Miscellaneous:** The Site Plan Application appears to misidentify the property owner’s address. The applicant should verify the owner’s address and amend the application form accordingly.

### **Summary:**

1. The applicant must provide 16 parking spaces on the site, as required by the Zoning Ordinance, or obtain a variance from the ZBA to vary the parking requirement for this site.
2. The applicant shall plant trees along the edge of the proposed parking expansion and along the Coleman Ave right-of-way in accordance with the Landscaping and Buffer Zone Guidelines.
3. The applicant must ensure that the grading does not direct drainage onto any adjacent parcels.
4. The applicant shall add the existing water main underneath Coleman Ave to the site plan, as well as depict all water and sewer laterals to the building.
5. The applicant should submit a revised Site Plan Application form that correctly identifies the property owner’s address.
6. The applicant must provide an original PE stamped Engineering Report that includes a drainage analysis.

7. The applicant must explain how grading will take place around the proposed concrete pad adjacent to the south edge of the proposed building.
8. The applicant must obtain the following permits, minimally, prior to any construction: Building Permit and Fence Permit.

cc: City Council Members  
Justin Wood, City Engineer  
Edward G. Olley, Jr., GYMO, DPC  
Michael Colello, Rainbow Restoration

**SITE PLAN APPROVAL**  
**123 COLEMAN AVENUE – PARCEL NUMBER 9-15-110.001**

The Planning Board then considered a request submitted by Edward G. Olley Jr., AIA of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration for the construction of a 3,466 square-foot building addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001.

Mr. Olley and Mr. Colello were in attendance to represent the project.

Mr. Olley did not give an overview of the project, and began by saying that he was ready to go over the summary items in Staff's memorandum.

Mr. Olley then asked for clarification of the first summary item, which required that the applicant provide 16 parking spaces on the site, as required by the Zoning Ordinance. Mr. Olley said that he thought that requirement for the site was 13 spaces based on his calculations. He then noted that there were more than 16 spaces available as people park all around the site.

Mr. Olley then said that the site plan proposed to add five striped spaces to what existed and that there was room for more, but that he thought that 13 required spaces was what the parking calculations yielded. He then pointed out the areas on the floor plan that he deducted from the calculations, including the garage bays, equipment storage area, hallway corridor and bathroom. Mr. Olley then asked Staff for clarification on why 16 spaces were required.

Mr. Urda replied that Staff measured themselves to generate their own parking calculations. Mr. Urda then clarified that the hallway and the bathroom cannot be deducted and that both areas counted towards the parking requirement. Mr. Olley then asked if these areas created enough additional space to generate the need for three more parking spaces. Mr. Urda replied that the all of the math was in Staff's memorandum. Mr. Olley then said that he was not disputing Staff's calculations and that he just wanted clarification, and added that he could easily fit three additional spaces.

Mr. Olley then spoke privately with Mr. Colello for a few moments. Following this discussion, Mr. Olley asked if he would need to submit a new site plan. Mr. Coburn replied that the Planning Board could only approve what was in front of it. Mr. Urda then said that the Planning Board could grant conditional approval today, but that Mr. Olley would need to submit a revised site plan to the City Engineering Department that successfully met all the conditions.

Mr. Olley then addressed the second summary item, which required the applicant to plant trees along the proposed parking expansion and along the Coleman Ave right-of-way. Mr. Olley said that the property owner had no problem planting trees, but asked if the Planning Board could define what was expected. Ms. Fields and Mr. Neddo both drew Mr. Olley's attention to page 2 of Staff's memorandum where they said he could find specific recommendations on what to plant where.

Ms. Capone then asked why a buffer requirement would not apply only to the rear of the parcel, where it abutted a residential zoning district. Mr. Urda replied that there was a difference between the Zoning Ordinance, which legally required a buffer where the property abutted a residential district, and the Landscaping and Buffer Zone Guidelines, which recommended landscaping on other parts of the site, but were not legally binding.

Mr. Olley then addressed the third summary item, which required that grading on the site not direct drainage onto adjacent parcels. Mr. Olley then said that as far as the drainage is concerned, the topography directs all runoff to the drainage ditch at the rear of the property, and that he could use topographic details on the plan to indicate as such. He then added there would be no more anticipated drainage than there is today.

Mr. Wood then said that that was hard to observe on the site plan because there was only one contour line. Mr. Wood added that he was sure that everything was relatively flat, but that it was difficult to detect that on the plan. Mr. Wood then asked if the ditch that Mr. Olley referenced was just a low point or if it actually went somewhere.

Mr. Olley replied that he thought that the ditch went somewhere, but that he was not 100 percent sure. Ms. Fields then asked if details about the ditch should appear on the site plan. Mr. Olley said that he would change the plan as appropriate.

Mr. Olley then addressed the fourth summary item, which required the applicant to depict existing utilities on the site plan, and then said that the site plan did not propose to add any utilities. Mr. Wood replied that a basic site plan requirement was to depict all existing utilities. Mr. Olley reiterated that he was not proposing to add any utilities, and said that the locations for existing utilities was something he would need to obtain from the City.

Mr. Wood then said that Engineering would have a schematic that will show a water main, but its location would not be useful and suggested that the Water Department might have information that is more accurate. Mr. Wood then noted that if someone pulls this plan up in 10 years, everything should be there on the plan. Mr. Olley replied that if a water main is there, it was probably off the area shown on the site plan; but that if they could find it, he would show it on the site plan.

Mr. Olley then addressed the fifth summary item, which required the applicant to identify the property owner's correct home address. Mr. Olley acknowledged that the property owner had moved recently and provided his new address.

Mr. Olley then addressed the sixth summary item, which required the applicant to submit a stamped engineering report that includes a drainage analysis. Mr. Coburn noted that this was somewhat linked to the third summary item discussed earlier. Mr. Olley said that the site plan did not propose to change anything, but that his team would do an analysis if needed.

Mr. Wood then said that this was a basic requirement of any site plan application, and that the City holds every applicant to the same standard of providing drainage calculations.

Mr. Wood added that Mr. Olley would need to show all calculations, and that they would not fit on the site plan and would probably take up two or three pages of letter-sized printout.

Mr. Olley then addressed the seventh summary item, which required the applicant to explain how grading would take place around the proposed concrete pad adjacent to the south edge of the proposed building. Mr. Olley said that the revised site plan would depict the elevation as 399.83 feet above sea level, which would be six inches lower than the finished floor elevation of the building.

Mr. Wood noted that the proposed concrete pad was extremely close to the property line and that the applicant might need to add some fill on the neighbor's property. Mr. Olley replied that he did not anticipate any grading. He said that the door that this pad would be underneath was more or less an exit-only door for emergencies. Mr. Olley then added that it would be a couple inches above the grass and that the revised site plan would show elevations.

Mr. Olley then addressed the final summary item, which identified the permits that he would need to obtain prior to any construction. Mr. Olley asked about the need for a fence permit. Mr. Urda replied that the fence permit was required because the site plan proposed a wooden stockade fence at the east end of the property. Mr. Urda added that if the fence were removed from the site plan, then the permit would not be required.

Mr. Lumbis then said there was no requirement for the applicant to provide a fence as part of the buffer. Mr. Lumbis acknowledged that the Zoning Ordinance did require a buffer where the parcel abutted a residential zoning district, but that the code was relatively vague about what the buffer should consist of. Mr. Lumbis then said that was why the Planning Board adopted the Landscaping and Buffer Zone Guidelines a few years ago, adding that it makes such recommendations for areas where there is a required buffer such as this one.

Mr. Lumbis then said that the recommendations were just that, recommendations, and were not legally binding, and said the composition of the buffer was up to Planning Board and City Council discretion. He added that since the site was heavily wooded, a fence might not be necessary, but that it was up to the Planning Board to make that determination. Ms. Fields and Mr. Katzman then both said that they felt a fence was unnecessary.

Mr. Wood then said that if the applicant was no longer proposing a fence, the Planning Board should add as a condition that the property owner maintain the vegetated buffer ad infinitum. Mr. Olley agreed on the need to maintain the vegetated buffer in keeping with the intent of the Zoning Ordinance.

Mr. Katzman then asked Mr. Olley if he would like the Planning Board to make a motion to approve his application subject to contingencies or if he preferred the Planning Board to table the application. Mr. Olley replied that his preference was conditional approval.

Ms. Fields then moved to recommend that the City Council approve the request for Site Plan Approval submitted by Edward G. Olley Jr., AIA of GYMO, DPC on behalf of Michael Colello of Rainbow Restoration for the construction of a 3,466 square-foot building

addition and 1,064 square feet of new asphalt located at 123 Coleman Avenue, Parcel Number 9-15-110.001, contingent upon the following:

1. The applicant must provide 16 parking spaces on the site, as required by the Zoning Ordinance, or obtain a variance from the ZBA to vary the parking requirement for this site.
2. The applicant shall plant trees along the edge of the proposed parking expansion and along the Coleman Ave right-of-way in accordance with the Landscaping and Buffer Zone Guidelines.
3. The applicant must ensure that the grading does not direct drainage onto any adjacent parcels.
4. The applicant shall add the existing water main underneath Coleman Ave to the site plan, as well as depict all water and sewer laterals to the building.
5. The applicant shall submit a revised Site Plan Application form that correctly identifies the property owner's address.
6. The applicant must provide an original PE stamped Engineering Report that includes a drainage analysis.
7. The applicant must explain and depict on the plan how grading will take place around the proposed concrete pad adjacent to the south edge of the proposed building.
8. The applicant must obtain the following permits, minimally, prior to any construction:  
Building Permit.
9. The property owner shall maintain the vegetated buffer at the east end of the site ad infinitum, in accordance with the Zoning Ordinance, which requires said buffer where the site abuts a residential zoning district.
10. The applicant shall submit a revised site plan to the City Engineering Department that depicts all the revisions required in the applicable summary items above.

Mr. Katzman seconded the motion and all voted in favor.

Res No. 8

September 27, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Hydro Guard Automatic Flushing and Monitoring System, Mueller Company, LLC

The City Purchasing Department has advertised and received a sealed bid for the purchase of one new and unused Hydro Guard Automatic Flushing and Monitoring System for use by the Water Department.

Bid invitations were sent to three (3) prospective bidders, with one (1) sealed bid submitted to the Purchasing Department where it was publicly opened and read on Friday, September 23, 2016, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bid received with Water Superintendent Vicky Murphy and SCADA Technician Max French, and it is their recommendation that the City Council accept the bid submitted Mueller Company, LLC, in the amount of \$25,591.30 as the lowest qualified bidder meeting our specifications. As detailed in the attached report of Mrs. Pastuf, the pricing is in line with cost estimates.

As stated in Water Superintendent Vicky Murphy's attached report, the purchase of this item is to achieve compliance with the Disinfection Byproduct Rule, Stage II. Funding will be made available through the Water Fund budget.

A resolution for Council consideration is attached.

# RESOLUTION

Page 1 of 1

Accepting Bid for Hydro Guard Automatic Flushing and Monitoring System, Mueller Company, LLC

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

**Introduced by**

WHEREAS the City Purchasing Department has advertised and received a sealed bid for the purchase of one new and unused Hydro Guard Automatic Flushing and Monitoring System for use by the Water Department, and

WHEREAS bid invitations were sent to three (3) prospective bidders, with one (1) sealed bid submitted to the Purchasing Department, and

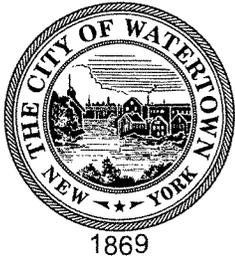
WHEREAS on Friday, September 23, 2016, at 11:00 a.m., the bid received was publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bid received with Water Superintendent Vicky Murphy and SCADA Technician Max French, and it is their recommendation that the City Council accept the bid submitted by Mueller Company, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Mueller Company, LLC, in the amount of \$25,591.30 for the purchase of one new and unused Hydro Guard Automatic Flushing and Monitoring System for use by the Water Department, as the lowest qualified bidder meeting our specifications, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Mueller Company, LLC.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601-3380  
E-MAIL APastuf@watertown-ny.gov  
Phone (315) 785-7749 Fax (315) 785-7752

Amy M. Pastuf  
Purchasing Manager

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## MEMORANDUM

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**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2016-16– Hydro Guard Automatic Flushing and Monitoring System – Bid Recommendation  
**DATE:** 9/27/2016

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The City's Purchasing Department advertised in the Watertown Daily Times on August 23, 2016, calling for sealed bids for the purchase of one new and unused Hydro Guard Automatic Flushing and Monitoring System for use by the Water Department.

The City of Watertown issued Invitations to Bid to three (3) prospective bidders and one (1) sealed bid was submitted to the Purchasing Department. The sealed bid was publically opened and read on September 23, 2016, 11:00 am, local time. The bid tabulation is shown below:

Description	Mueller Company, LLC
	Decatur, IL
Hydro Guard Automatic Flushing and Monitoring System	\$25,591.30
Delivery to take place ___ days ARO	70

Water Superintendent Vicky Murphy, SCADA Technician Max French and the Purchasing Department reviewed the response to confirm that it conforms to City's bid specifications. Although there was only one bid response, the pricing is in line with cost estimates and it is believed that any subsequent bid to garner added responses would result in the same outcome. It is recommended that the bid for a Hydro Guard Automatic Flushing and Monitoring System be awarded to Mueller Company, LLC as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor and Members of City Council  
**FROM:** Vicky L. Murphy, Water Superintendent  
**Date:** September 28, 2016  
**RE:** Purchase of Automatic Flushing Hydrant

**Background:**

In support of the City's implementation program to achieve compliance with the Disinfection Byproduct (DBP) Rule, Stage II, the City's Water Department, working with the NYSDOH, selected a location for an automatic flushing hydrant in 2015 with actual acquisition and installation deferred to 2016. The automatic flushing hydrant was a component of the fiscal year 2015/2016 adopted budget.

Acquisition of the hydrant did not occur in FY 2015/16 but is still necessary to comply with the DBP rule and is expected to be installed in 2016. The appropriation of \$30,000 contained in the FY 2016-17 budget for the purchase of a pick-up truck for the Water Purification division will be used for this purchase at this time.

**Fiscal Implications:**

The cost of the hydrant is \$25,591.30.

Res No. 9

September 27, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: FEMA's Assistance to Firefighters Grant (AFG) Program

The City of Watertown Fire Department has actively participated in FEMA's Assistance to Firefighters Grant (AFG) program since its inception. As detailed in Fire Chief Dale C. Herman's attached report, the equipment needs he would purchase total \$55,752. If approved for this grant, the City of Watertown would be required to fund 10% of the requested amount, which would come from the next fiscal year as the grant is anticipated to be March 2017 til March 2018.

Attached for City Council consideration is a resolution authorizing Fire Chief Dale C. Herman to sign and submit the grant application on behalf of the City of Watertown.

# RESOLUTION

Page 1 of 1

Authorizing Application for Assistance to Firefighters Grant (AFG)

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City of Watertown Fire Department is seeking City Council approval to apply for grant funding under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

WHEREAS the purpose of this program is for acquiring additional equipment, including gear washer/extractor and dryer for each of our three fire stations, and

WHEREAS the application, in the amount of \$55,752, with the City match being \$5,575, would provide funding for much needed equipment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application under FEMA’s Assistance to Firefighters Grant (AFG) Program, and

BE IT FURTHER RESOLVED that Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

**Seconded by**



# CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT  
224 South Massey Street  
Watertown, New York 13601  
(315) 785-7800  
Fax: (315) 785-7821  
Dale C. Herman, Fire Chief  
dherman@watertown-ny.gov



September 26, 2016

Ms. Sharon Addison,  
City Manager  
City of Watertown  
245 Washington Street  
Watertown NY 13601

Ms. Addison,

The 2016 Assistance to Firefighter Grant application period is opening on October 11<sup>th</sup> and the fire department has conducted a needs assessment and would like Council approval to apply for gear washer/extractor and dryer for each of our three fire stations.

Studies have shown that routine cleaning of turnout gear after firefighting activities is associated with reduced levels of byproducts of combustion remaining on the gear. As such FEMA places the purchase of such equipment as a high priority. It is possible that doing routine washing of our gear may extend the life our turnout gear. Current pricing for a coat and trousers is \$2,436 and we are replacing them on a five year interval.

Currently the department has one very old (15 years) washer at station 1, a residential washer at Station 3 and a washer at Station 2 that is ten years old. We currently have no gear dryers in any of our fire stations.

NFPA recommends machine cleaning is the most effective method for cleaning the ensemble elements such as coat, trousers and coveralls. They go on to recommend front load washer/extractors that ensure correct water temperature and can monitor and adjust the g forces of the spinning/extraction cycle are preferred. The preferred drying method is not to use heat, as this will deteriorate the flame resistance of the turnout gear as does drying the garments in direct sunlight.

The estimated cost of the project is as follows:

(3) Washers	\$24,104
(3) Dryers	25,648
<u>Misc. install charges</u>	<u>6,000</u>
Total	\$55,752

The City would be responsible for 10% of the overall cost (\$5,575) and the performance period for this grant is anticipated March 2017 till March 2018 which is in our next fiscal year.

I am recommending that Council be approached to have a resolution authorizing the department to apply for this grant opportunity.

If you have any questions, please feel free to contact me.

CITY OF WATERTOWN FIRE DEPARTMENT

A handwritten signature in cursive script that reads "Dale C. Herman". The signature is written in black ink and is positioned below the typed name.

Dale C. Herman  
Fire Chief, EFO

Res No. 10

September 28, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Professional Services Agreement for Preliminary and Final Design of the Western Boulevard Reconstruction Project, PIN 783002

In the spring of 2016, the City of Watertown received notification from the State of New York, Department of Transportation that the reconstruction of Western Boulevard had been added to the State's Capital Construction Program and Federal STP Small Urban funds to support the Preliminary Engineering had been received. This project is similar in scope to that of Factory Street. The project limits are from the intersection of Arsenal Street and Western Boulevard to the intersection of Faichney Drive and Western Boulevard.

On August 15, 2016, the City Council approved the Federal Aid Highway and Marchiselli Aid Project Agreement, which included a \$350,000 project cost for the Preliminary Engineering Phase of this project. The agreement before you covers both Preliminary and Final Engineering Phases, \$348,500 and \$350,000 respectively. The Final Engineering Phase will not be authorized to proceed until the Federal Aid Highway and Marchiselli Aid Project Agreement for that phase is approved by City Council. NYSDOT has \$350,000 budgeted for this phase, and the agreement will be brought to Council once the Preliminary Engineering phase is near completion.

Attached for City Council review and approval is a professional services agreement for the preliminary and final design of the Western Boulevard Reconstruction Project in the amount of \$698,500. As this project is a Federal pass through project, the selection of the engineering consultant for this project is a well defined process. City Engineer Justin Wood's report is attached and advises that the consultant selected for this project is Barton and Loguidice. This firm has previously done federally funded work for the City on the Factory Street Reconstruction Project as the City's Construction Administration and Inspection representative.

A Bond Ordinance in the amount of \$6.5 Million, for the design, right of way acquisition, construction, and inspection of Western Boulevard Reconstruction was approved by City Council on August 15, 2016. No further action is required at this time for the Bond Ordinance.

# RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement for Preliminary Design of the Western Boulevard Reconstruction Project, PIN 783002, Barton and Loguidice

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### ***Introduced by***

---

WHEREAS a project for the reconstruction of Western Boulevard (Arsenal St. to Gaffney Drive), PIN 783002, D035315 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Preliminary Engineering Phase and Final Engineering Phase in the amount of \$698,500,

WHEREAS on August 15, 2016, the City Council adopted a resolution authorizing the Master Federal Aid Local Agreement which provides \$350,000 for the costs of Preliminary Engineering, and

WHEREAS in support of this project, the City Engineering Department has negotiated a contract with Barton and Loguidice for the preliminary and final design of the Western Boulevard Reconstruction project at a cost of \$348,500 and \$350,000 respectively, the latter of which will not proceed until funding is obligated from NYSDOT, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Barton and Loguidice, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown.

### **Seconded by**

# Architectural/ Engineering Consultant Agreement

PIN (s) 783002 Municipal Contract No. \_\_\_\_\_

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between

**CITY OF WATERTOWN**

(municipal corporation)

having its principal office at City Hall, Suite 305, 245 Washington Street, Watertown, New York 13601  
(to be known throughout this document as the "**Sponsor**")

and

**BARTON & LOGUIDICE, D.P.C.**

with its office at 443 Electronics Parkway, Syracuse, New York 13088  
(to be known throughout this document as the "**Consultant**")

**WITNESSETH:**

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract **Western Boulevard Reconstruction** (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 \_\_\_\_\_ 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 Agreement";
- 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**

2.1 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".

2.2 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".

2.3 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 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. Nothing in this agreement, however, shall be construed to obligate the City of Watertown to proceed with any design phase or other work which is not funded by NYSDOT.

(Continued next page)

<ul style="list-style-type: none"> <li>■ 3.1 Cost Plus Fixed Fee Method</li> </ul>			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item I	<ul style="list-style-type: none"> <li>■ 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.</li> <li>■ 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.</li> <li>■ 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</li> </ul>	<ul style="list-style-type: none"> <li>■ 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.</li> <li>■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit.</li> <li>■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor.</li> </ul>	<ul style="list-style-type: none"> <li>■ The CONSULTANT shall be paid in <i>monthly</i> progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C.</li> <li>■ Bills are subject to approval of the Sponsor and Sponsor's Representative.</li> </ul>
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 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	

<ul style="list-style-type: none"> <li>■ 3.1 Cost Plus Fixed Fee Method</li> </ul>			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
Item IV	<ul style="list-style-type: none"> <li>■ 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), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT and FHWA.</li> <li>■ For the purpose of this Contract, an accounting period shall be the 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.</li> </ul>	<ul style="list-style-type: none"> <li>■ 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 <u>175%</u>, in all events not to exceed <u>1.90%</u>, subject to audit.</li> </ul>	
Item V	<ul style="list-style-type: none"> <li>■ Negotiated Lump Sum Fixed Fee.</li> <li>■ 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.</li> </ul>	<ul style="list-style-type: none"> <li>■ A negotiated Lump Sum Fee which in this CONTRACT shall equal:</li> <li>■ Phases I-IV <u>\$22,629</u></li> <li>■ Phases V-VI <u>\$29,827</u></li> </ul>	
Item VI	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.	Maximum Amount Payable under this Method shall be: Phases I-IV <u>\$348,500</u> Phases V-VI <u>\$350,000</u>	

#### **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**

5.1 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.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.
- c. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

5.2 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.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. 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**

6.1 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.

6.2 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**

7.1 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.

7.2 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.

7.3 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 26.29](#)<sup>1</sup>) 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)

- 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.

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<sup>1</sup> <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

## **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**

- A. 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.
- B. 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.
- C. The rights and remedies of the Sponsor provided for under this contract are in addition to any other rights and remedies provided by law.
- D. 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. MUNICIPAL ADVISOR SERVICES ARE EXCLUDED.** The services to be provided by CONSULTANT under this Contract 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 Contract to be strictly engineering 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 Contract should determine independently whether they require the services of a municipal advisor.

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

Reference: Sponsor Contract # \_\_\_\_\_

City of Watertown	Barton & Loguidice, D.P.C.
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.

STATE OF NEW YORK

ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, *Matthew J. Schooley* personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the *Town of Aurelius*, New York; that he is the *Senior Vice President of Barton & Loguidice, D.P.C.*, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, N.Y.

**Attachment A  
Architectural/ Engineering Consultant Contract  
Project Description and Funding**

PIN: 783002  
BIN:

*Term of Agreement Ends: June 30, 2018*

- Main Agreement     Amendment to Contract [add identifying #]  
 Supplement to Contract [add identifying #]

***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: *September 21, 2016*

Finish Date: *June 30, 2018*

***PROJECT DESCRIPTION:***

***Western Boulevard Reconstruction***

Project Location:

***City of Watertown  
Jefferson County***

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:**

Phases I-IV \$348,500

Phases V-VI \$350,000

Total                      \$698,500

**Footnotes:**

**ATTACHMENT B**  
**Architectural/ Engineering Consultant Contract**

**Scope of Services**  
**or**  
**Task List**

September 2016

**SCOPE OF SERVICES**  
(Base Task List)

*Preliminary & Final Design Services (Phases I-VI)*

**WESTERN BOULEVARD CONSTRUCTION**

**PIN 783002**

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## Section 1 - General

### 1.01 Project Description and Location

**This project is known as: Western Boulevard Construction**

**PIN: 783002 – Design Services for Western Boulevard Construction**

**Project Description/Limits:** The Western Boulevard Construction Project proposes to construct a new connector road from the Western Blvd entrance road into Stateway Plaza to the intersection of Gaffney Drive and Commerce Park Drive. This corridor will become a new public thoroughfare and provide improved access to existing adjacent commercial properties as well as open up vacant areas for future economic growth. The project will also include the evaluation for future roadway improvements that may be warranted along Gaffney Drive to Coffeen Street to create an urban arterial corridor from Arsenal Street to Coffeen Street.

The proposed roadway will consist of a 3-lane 2-way corridor with the middle lane a dedicated turning lane. A three and four-way intersection will be evaluated for the proposed intersection of Western Blvd., Gaffney Drive, Commerce Park Drive, and the northern Stateway Plaza entrance. This intersection will be evaluated for the feasibility of a traffic signal. The project will include installation of curbing, street lighting, plantings, and storm sewers. The "Complete Streets" Process shall be evaluated and applied as required for pedestrian and bicycle facilities.

**Municipality: City of Watertown**

**County: Jefferson**

All work performed by the Consultant at the Consultant's initiative must be within the current project limits specified above.

### 1.02 Contract Administrator

The Municipality's Contract Administrator for this project is Mr. Justin Wood, P.E., City Engineer who can be reached at (315) 785-7740.

All correspondence to the Municipality should be addressed to:

- City of Watertown - Department of Engineering  
Suite 305, City Hall  
245 Washington Street  
Watertown, New York 13601

The Contract Administrator should receive copies of all project correspondence directed other than to the Municipality.

### 1.03 Project Classification

This project is assumed to be a Class II Action under USDOT Regulations, 23 CFR 771.

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 an Unlisted Action. The City of Watertown will be the Lead Agency for this project.

#### 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
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 ( <i>by Supplemental Agreement</i> )
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 Municipality with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 5, 6, 7 and 10.

#### 1.05 Project Familiarization & Site Visit

The Municipality 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.
- Available record plans including sewer, water and drainage as-builts.
- Accident records and history.
- Pavement History.
- 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 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 meetings as directed by the Municipality's Contract Administrator. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and/or subcontractors.

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

#### 1.07 Project Reporting, Coordination and Management

This task shall include the overall project administration.

- 1) Project Reporting. For the duration of this agreement, the Consultant will prepare and submit to the Municipality on a monthly basis a Cost Control Report, a Progress Report, and a Project Schedule in a format approved by the Municipality. The beginning and ending dates defining the reporting period will 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 the Municipality officially suspends all work under this contract, this task will not be performed during the suspension period.)
- 2) Quality Assurance Review. Before transmitting each product (reports, plans, specifications, estimates, etc.) to the Municipality, the Consultant shall review it for quality assurance regarding overall compliance with the Municipality and NYSDOT requirements.

## **1.08 Policy and Procedures**

The design of this project will be progressed in accordance with the current NYSDOT Project Development Manual and appropriate sections of the Federal Aid Policy Guide (FAPG).

### **A. Compliance with documents**

All work must conform to current versions of the following documents, as applicable. Where necessary, the Consultant will obtain either the full document or guidance extracted from it.

- NYSDOT Highway Design Manual
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- NYS Eminent Domain Procedure Law
- ADA Accessibility Guidelines for Buildings and Facilities/PROWAG
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- NYSDOT Project Development Manual
- NYSDOT Scoping Procedure Manual, Appendix D (Design Traffic Forecast Policy)
- FHWA Manual of Uniform Traffic Control Devices including NYS Supplement
- NYSDOT Environmental Procedures Manual/The Environmental Manual

### **B. Compliance with Environmental Laws, Regulations and Permits**

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in the NYSDOT Project Development Manual.

## **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, and in accordance with the Municipality requirements. Special specifications, as necessary, will be written in conformance to NYSDOT guidelines.

## **1.10 Sub-Consultants**

The Consultant will be responsible for:

- Coordinating and scheduling work to be performed by Sub-Consultants.
- Technical compatibility of a subconsultant's work with the Prime Consultant's and other Sub-Consultants' work.

The Consultant shall review Sub-Consultants' work for quality assurance before transmitting it to the Municipality.

### **1.11 Sub-Contractors**

A. For subcontracts to this consultant contract exceeding \$20,000:

1. The Consultant will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The Consultant will provide the work description and will submit it to the Municipality for review. The Consultant will modify the work description as necessary before including it in the contract document.

2. The Consultant will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the Consultant will submit all bids to the Municipality along with a recommended choice. The Municipality will either concur with the recommendation or accept one of the other bids. The Municipality will then advise the Consultant in writing to proceed.

3. Upon receipt of written authorization from the Municipality to proceed, the Consultant will execute the contract with the Sub-Contractor and oversee the Sub-Contractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

B. For subcontracts to this consultant contract equaling or under \$20,000:

1. The Consultant will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations for the work. The Consultant will provide the work description and will submit it to the Municipality for review. The Consultant will modify the work description as necessary before including it in the contract document.

2. The Consultant will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The Consultant will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the Consultant will submit them to the Municipality along with a recommended choice. The Municipality will either concur or choose one of the other candidate subcontractors and advise the Consultant to proceed.

3. Upon receipt of written authorization from the Municipality to proceed, the Consultant will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey

#### A. Topographic Survey

The Consultant will provide terrain data required for design by means of a topographic field survey.

A complete topographic survey will be performed in accordance with the standards set forth in the "Locally Administered Federal Aid Procedures Manual" and in accordance with local standards. The survey shall be of sufficient detail to define all elevation and location of grade breaks. At a minimum, the proposed highway alignment/profile shall be defined at 50-foot intervals.

#### B. Photogrammetric Survey – All work in completing the topographic survey will be completed by ground control. It is assumed **NO** photogrammetric survey will be required by this project.

#### C. Stream Survey

A stream survey will **NOT** be required for this project.

#### D. Existing Bridge Data

A bridge survey will **NOT** be required for this project.

#### E. Survey of Wetland Boundaries

It is assumed that a wetland survey will **NOT** be required for this project.

#### F. Supplemental Survey

The Consultant will provide supplemental survey when needed for design purposes and to keep the survey and mapping current. Assume three (3) days of supplemental survey.

#### G. Survey Controls

Horizontal control will be based on GPS azimuth pairs established near the north and south ends of the survey limits. Baseline coordinates will be on the NYSPC (Eastern Zone). Vertical datum will be NAVD 88 based on NGS Control Stations. The vertical datum to be stated on the Contract Drawings.

#### H. Standards

Survey will be done in accordance with the standards set forth in the "Locally Administered Federal Aid Procedure Manual".

## 2.02 Design Mapping

The Consultant will provide 1 inch = 20 feet scale design mapping with 2 foot contour intervals (for detail plans) in accordance with NYSDOT's Surveying Standards & Procedures Manual. The limits of the project mapping will be as follows:

- Survey bandwidth will be 220 feet either side of the proposed highway centerline between the project limits. All face of buildings will be surveyed and identified.
- The survey will maintain the same control as that used for the NYSDOT Arsenal Street project. The survey from this project and this proposed project will be merged into one electronic file.
- The northern survey limit will be extended along Gaffney Drive to Faichney Drive maintaining a bandwidth of 100 feet either side of the highway centerline.
- The survey shall be of sufficient detail to define all elevation and location of grade breaks. Spot elevations will be obtained at a minimum interval of approximately 50 feet.
- Additional features to be obtained by the survey are listed in section 2.03.

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

## 2.03 Determination of Existing Conditions

The Consultant will determine, obtain or provide:

- the existing highway section(s) and features within the project limits, including:
  - Number, width, type (through, turning, climbing, etc.), and location of travel lanes.
  - Shoulder widths and types (asphalt, gravel, grass, etc.).
  - Highway ROW (based on available public information)
  - Number, width, type, and location of utility strips.
  - Location of curbed sections.
  - Width and type of medians.
  - Width of clear zones.
  - Location and percent of grades.
  - Horizontal curve radii.
  - Intersection geometry and conditions.
  - Parking regulations and conditions within the project limits.
  - Right-of-Way width (may be shown on a plan with references to the plan).
  - Condition and adequacy of guiderail, median barriers, and impact attenuators.
  - Location of traffic control features and their conformity with the latest guidelines for such features.
  - Provisions for pedestrians and bicyclists.
  - Location of all underground utilities including public water, sewer, storm drain, gas, electric, phone, and cable.
- The existing conditions and roadway sections of all abutting (adjacent) and intersecting highway segments. The lateral limit of survey along intersection highways is defined in section 2.02.
- the following information:
  - Expected future conditions (assuming the null alternative) using an anticipated deterioration rate provided by the Municipality.
  - Existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases).

- Land use for the project area as it now exists and future land development (planned and potential), including development years.
- Existing vehicular access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
- Existing pavement and shoulder conditions within the project limits.
- A general assessment of drainage conditions within the project limits.
- A list of all utilities, and the respective owners, that are within the project's existing right of way.
- Which, if any, school buses, emergency vehicles, or farm machinery regularly use this route.
- Which, if any, suitable detour routes are available.

#### **2.04 Accident Data and Analysis**

The Municipality 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.

If necessary, the Consultant will prepare collision diagrams and associated summary sheets and note any cluster of accidents or patterns implying inadequate geometric or other safety problems, within the project limits.

#### **2.05 Traffic Counts**

The Municipality will provide raw traffic count data for existing conditions and growth factors for traffic forecasting. The Consultant will provide flow diagrams for appropriate peak periods (e.g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators. Based on the growth factors provided by the Municipality, the Consultant will provide forecasting, and forecast data, including:

Existing Conditions & Forecast Data: AADT; DHV (2-way); DDHV; % Trucks

Year: Present

Estimated Time of Construction Completion (ETC)

ETC + 10 years; ETC + 20 years; ETC + 30 years

#### **2.06 Capacity Analysis**

The Consultant will perform capacity analyses using the latest version of the Transportation Research Board's "Highway Capacity Manual" at mainline and intersection location within the project limits to determine:

- Existing level of service.
- Design year level of service.
- Estimates of the duration of the poor level of service where it occurs during commuter travel.

The Consultant will develop project travel speed and delay estimate for the peak hour and average hour for:

- Existing traffic conditions.
- Design year traffic for the null alternative.

## **2.07 Future Plans for Roadway and Coordination with Other Projects**

The Municipality 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 for rehabilitation or thirty years for replacement.

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

## **2.08 Soil Investigations**

The Consultant will determine the boring locations, diameters, and sampling intervals. The NYSDOT will perform the borings including designate soil boring numbers, stake out the locations, and document the resulting subsurface information. The Consultant will then survey and plot this information on the project mapping.

## **2.09 Hydraulic Analysis**

A hydraulic analysis will **NOT** be required for this project.

## **2.10 Bridges to be Rehabilitated**

There are **NO** bridges to be rehabilitated for this project.

## **2.11 Pavement Evaluation**

The Consultant will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." The analysis will consist of a visual assessment of the existing pavement surface and a review of the highway as-built records. Documentation of this analysis will be included in the Design Approval Document. It is assumed that pavement cores will be required.

## **2.12 Utility Identification**

The Consultant will perform a Quality Level C location survey for all underground utilities within the project limits. The Consultant will coordinate and incorporate the findings of this survey into the project mapping defined in Section 2.02. If the need to incorporate a Quality Level B or A, Subsurface Utility Engineering will be incorporated by Supplemental Agreement.

## 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.

Applicable design standards will be chosen from the NYSDOT Highway Design Manual.

Project-specific design criteria for highway projects will include: design speed, lane width, shoulder width, bridge roadway width, grade, horizontal curvature, superelevation, stopping sight distance (horizontal and vertical), lateral clearance, vertical clearance, pavement cross-slope, rollover, structural capacity, pedestrian accommodations, median width (if applicable).

The Municipality will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a 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.

Pedestrian accommodation must be considered in conformance with the current "Procedural Requirements for Pedestrian Accommodation" as outlined in the "Locally Administered Federal Aid Procedures Manual."

### 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 Municipality'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 concepts will include only the minimum information needed to select design alternatives to be studied in further detail. Additional sketches may be required to refine the final concepts to be evaluated.

The Consultant will meet with the Municipality 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, (1) design alternative will be selected for further development in addition to the null alternative. The Consultant will not perform work on the selected design alternative until authorization is obtained from the City.

## **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 Chapter 2, Section 2.8 of the NYSDOT Highway Design Manual.
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- pavement.
- bridge structure.
- drainage.
- maintenance responsibility.
- maintenance and protection of traffic during construction.
- utilities.
- construction cost factors.

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

- 1 inch = 50 foot plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; and, cut and fill limits.
- profiles, at a scale of 1 inch = 50 foot horizontal and 1 inch = 10 foot vertical (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.

The Consultant shall contact the owners of public and private utilities within the project limits to identify potential conflicts in each alternative. The estimated costs of relocation, if determined to be reimbursable by the project, should be included in the Design Approval Document for each alternative.

### **3.03 Cost Estimates**

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

### **3.04 Preparation of Draft Design Approval Document**

For this project the Design Approval Document (DAD) will be a Design Report in accordance with the NYSDOT Project Development Manual.

The Municipality will make all determinations not specifically assigned to the Consultant that 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 “Locally Administered Federal Aid Procedures Manual.”

The Consultant will submit (3) copies of the Draft DAD to the Municipality for review. The Municipality will review the Draft DAD and provide the Consultant with review comments. The Consultant will revise the Draft DAD to incorporate the comments.

### **3.05 Advisory Agency Review**

The Consultant will provide the Municipality with (2) additional copies of the Draft DAD for distribution to advisory agencies.

The Consultant will assist the Municipality 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 Consultant will assist the Municipality at (1) public information meeting with advisory agencies, local officials, and citizens, at which the Consultant will provide visual aids and present a technical discussion of the alternatives. The basis of the Public Information will be to gather information from local stakeholders on the potential needs for this project. In addition, (3) stakeholder meets are assumed with local business and property owners.

The Municipality will arrange for the location of public information meeting. The Consultant will assist the Municipality with appropriate notification.

B. Public Hearing(s): It is assumed one (1) public hearing meeting will be held for the official purpose of public input for this project. The Municipality will arrange for the date, time and location of the public hearing, and the Consultant will provide stenographic services. The Consultant will assist the Municipality with the appropriate notification, and will produce, modify as necessary, and provide one hundred (100) copies of an informational brochure for distribution.

The Consultant will provide an outline for the public hearing presentation, and will provide visual aids and displays specifically for use at the public hearing. All products prepared by the Consultant will be provided to the Municipality for review, discussion, and modification as necessary in advance of the public hearing.

The Consultant will attend the public hearing, which will be conducted by the Municipality. The Consultant will present the technical discussion of the design alternatives. The Consultant will assist the Municipality with erecting, managing, and dismantling informational displays and other visual aids.

The Consultant will assist the Municipality in analyzing the public hearing transcript and written statements.

### **3.07 Preparation of Final Design Approval Document**

The Municipality 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, retitle the DAD in accordance with the Project Development 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 five (5) copies of the Final DAD to the Municipality for review. The Municipality will review the Final DAD and provide the Consultant with review comments. The Consultant will revise the Final DAD to incorporate the comments.

The Municipality will submit five (5) copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the 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 Municipality will grant or obtain, from or through the 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 FEA/W Checklist, and forward the completed checklist to the Municipality for forwarding to the NYSDOT 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 Municipality in complying with SEQRA (6 NYCRR Part 617). The Municipality is the Lead Agency. The Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to determine the lead agency.
- drafting Environmental Assessment Form(s).
- drafting a negative/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 Appendix of 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 same to the Sponsor for attestation. (New York State's Smart Growth policy was adopted by amendment to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development". It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in the Chapter 7 Appendices on the PLAFAP Manual website.)

### **4.04 Screenings and Preliminary Investigations**

The Consultant will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s). Work will be performed, as detailed below and in accordance with the criteria contained in the NYSDOT Environmental Procedures Manual/The Environmental Manual, 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.

#### **A. General Ecology and Endangered Species**

The Consultant will evaluate the nature, extent, and significance of potential impacts (including impacts during construction) of each project alternative on fish, wildlife, and habitat. This analysis will include general determinations of the amount and type of vegetation to be disturbed, special habitats that might be damaged, and possible interruption of fish and wildlife movements (e.g., blockage of fish movement through culverts, interruption of deer movement by fences, etc.). The Consultant will determine

appropriate avoidance, minimization of harm, and mitigative measures to compensate for project impacts.

The Consultant will coordinate with involved State and Federal resource agencies (New York State Department of Environmental Conservation (NYSDEC), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS)). Letters will be obtained from involved agencies to document the likely presence or absence of endangered, threatened, or rare species in the project area; these letters will be included in the Appendix of the DAD. Based on the results of agency contacts, the Consultant will determine the presence or absence of endangered, threatened, or rare species within project boundaries, assess potential impacts of each design alternative on such species and their habitats, and, as necessary, determine measures for avoidance, mitigation, and minimization of harm. The Consultant will determine whether an Endangered and Threatened Species Survey is warranted.

## **B. Ground Water**

The Consultant will determine whether the project is in a Project Review Area of an EPA designated Sole Source Aquifer or in a NYSDEC designated Primary Water Supply or Principal Aquifer Area. The Consultant will assess potential impacts on the aquifers and any public or private nearby wells used for drinking water. The Consultant will evaluate avoidance, minimization and mitigation measures regarding ground waters.

## **C. Surface Water**

The Consultant will determine the New York State Department of Environmental Conservation (NYSDEC) surface water classification for each body of water, pursuant to 6 NYCRR Part 701.

For each design alternative, the Consultant will evaluate the effects on surface water bodies, including (but not limited to):

- timing of work
- fill
- dredging in stream bed or bank
- discharge of dredged or fill material
- erosion and sedimentation
- stream realignment
- reduction of canopy cover
- changes in runoff quantity and quality
- water temperature increases due to removal of stream bank vegetation and/or addition of stone or concrete bank stabilization
- accidental toxic spills
- bank and channel protection

The Consultant will evaluate appropriate avoidance, minimization, and mitigation measures regarding surface waters.

The Consultant will determine Section 401 Water Quality Certification (WQC) requirements (blanket WQC or individual WQC).

The Consultant will determine the US Army Corps of Engineers (COE) Section 404 Individual and Nationwide Permit requirements for construction activities within the waters of the United States, including wetlands and special aquatic sites.

The Consultant will identify drainage basins existing within or adjacent to the project site and will determine how the existing soils, vegetation, topography, climate, and seasonal nature of the proposed construction may affect the potential for erosion and sedimentation.

The Consultant will assess temporary and permanent measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction.

The Consultant will determine if the project requires coverage under the SPDES General Permit for Stormwater Discharges from Construction Activities, NYSDEC Permit No. GP-15-002 or a NPDES General Permit from the EPA. The Consultant will file any required "Notice of Intent" with the NYSDEC or EPA, as appropriate.

The Consultant will review the NYSDOT *Procedures for Locally Administered Federal Aid Projects* to determine whether on-site control of "first flush", peak flow attenuation, or control of thermal discharge to cold water fishery streams is required.

If the project is in the New York City water supply watershed (NYSDOT Regions 1, 8 & 9), the Consultant will review the NYSDOT/NYSDEC Memorandum of Understanding and the NYC Final Watershed Regulations to determine whether or not a Stormwater Pollution Prevention Plan (SPPP) is required. The Consultant will determine and describe how the proposed work complies with the substantive requirements of the Watershed Regulations and the MOU. The Consultant will assess the need for temporary and permanent stormwater facilities and will assess the need for additional right-of-way for such facilities.

The Consultant will assess measures, as appropriate, to capture on-site the first flush (1/2") of rainfall from all surfaces made more impervious by the project, attenuate peak flow, and control thermal discharges to cold water fishery streams. The Consultant will assess the need for additional right-of-way to accommodate permanent stormwater facilities.

The Consultant will assess whether or not project work will affect the special characteristics or qualities of a designated Wild, Scenic, and Recreational River or Study River (e.g., navigation, riparian cover, scenery, etc.).

#### **D. State Wetlands**

The Consultant will investigate types, locations, and extent of state-regulated wetlands in the project area, including:

- reviewing NYSDEC Freshwater Wetlands Maps, Adirondack Park Agency Freshwater Wetlands Maps, and NYSDEC Tidal Wetlands maps to identify locations of state-regulated wetlands in the project area.
- determining if the design alternative(s) will impact the identified State-regulated wetlands and their regulated adjacent areas (usually 100' for freshwater and 300' for tidal).
- determining if, and which, state permits are needed for activities in wetlands and their regulated adjacent areas including Article 24 permits for state-regulated freshwater wetlands and Article 25 permits for state-regulated tidal wetlands.

**E. Federal Jurisdictional Wetlands**

The Consultant will use NYSDEC and Wetlands Maps, US Fish & Wildlife Services National Wetland Inventory maps, and Soil Conservation Services County Soil Survey Reports to screen for the presence of freshwater and tidal wetlands.

The Consultant will make a site visit to determine if federal jurisdictional wetlands are present within or adjacent to the proposed project limits, and whether the wetlands could be affected by proposed project activities. The Consultant will delineate federal jurisdictional wetlands and record their boundaries on the project topographic survey.

**F. Floodplains**

It is assumed that floodplains will **NOT** be impacted by this project.

**G. Coastal Zone Management**

It is assumed that coastal zones will **NOT** be impacted by this project.

**H. Navigable Waterways**

It is assumed that navigable waterways will **NOT** be impacted by this project.

**I. Historic Resources**

The **Consultant** will prepare a Project Submittal Package in accordance with the LAFAP Manual and submit to the NYSDOT. The NYSDOT will coordinate all cultural resource screenings with SHPO. It is assumed that there will be **NO** impacts to historic structures and/or sites. An evaluation of any noted historic sites will be added by supplemental agreement.

**J. Parks**

The Consultant will perform a screening to determine if a detailed Section 4(f) or Section 6(f) evaluation is needed. It is assumed that Section 4(f) and 6(f) evaluations will **NOT** be required.

**K. Hazardous Waste**

The Consultant will screen for hazardous wastes and contaminated materials within the project site and corridor (existing or proposed right-of-way, including easements). This preliminary screening is a general review to identify properties within the right-of-way or in close proximity that could contain or be a source of hazardous wastes or contaminated materials. The screening will include:

- a review of existing information about past and current land use to identify possible sources of contamination within the project site and corridor, including:

- NYSDEC records such as: Registry of Inactive Hazardous Waste Sites; Hazardous Substance Waste Disposal Site Study Reports; records of chemical or petroleum storage tanks; waste incident and chemical release reports.
- county and municipal agency sources such as: local assessor and building permit records; title abstracts; local historical society records.
- records of discussions with former employees of industries and other businesses located within or near the project area.
- a site visit to look for observable physical evidence of contamination (e.g., stained soil, seepage, and stressed or dead vegetation).

The Consultant will complete a Hazardous Waste/Contaminated Materials Report and include it in the Appendix of the DAD.

**L. Asbestos**

The Consultant must maintain a valid asbestos handling license for the duration of this agreement and all Consultant personnel engaged in asbestos-related work must be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The Consultant will perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

- a review of available as-built drawings, record plans, and other construction drawings of all structures and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alternations or demolition as part of the project.
- an on-site visual inspection of all structures and facilities.

**M. Noise**

It is assumed that a noise analysis will **NOT** be required.

**N. Air Quality**

It is assumed that microscale and mesoscale air quality analyses will **NOT** be required.

**O. Energy**

It is assumed that an energy analysis will **NOT** be required.

**P. Farmlands**

It is assumed that farm lands will **NOT** be impacted by this project.

**Q. Visual Impacts**

It is assumed that a Visual Impact Assessment will **NOT** be required.

#### 4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the Consultant will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the Municipality must concur with the Consultant's determination.

Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Locally Administered Federal Aid Procedures Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

It is anticipated that detailed analysis will be performed for:

##### A. Surface Water

For each design alternative, the Consultant will assess potential sources of surface water pollution from construction activities and from motor vehicle use of the completed project. This will include analyses performed in accordance with both the Toler Method and FHWA's Pollutant Loadings and Impacts from Highway Stormwater Runoff, 1990.

Consistent with SPDES, NPDES and/or NYSDEP Final Watershed Regulations requirements and related MOU's, the Consultant will prepare a Stormwater Pollution Prevention Control Plan, which shall include an Erosion and Sediment Control Plan component and a Stormwater Management component addressing stormwater quantity and quality.

##### B. Hazardous Materials

The Consultant will summarize in the text of the DAD all hazardous waste/contaminated materials investigative work performed prior to issuance of the report.

The Consultant will screen for hazardous wastes and contaminated materials within the project site and corridor (existing or proposed right-of-way, including easements) in accordance with the NYSDOT *Environmental Procedures Manual/The Environmental Manual*. This preliminary screening is a general review to identify properties that within the right-of-way or in close proximity could contain or be a source of hazardous wastes or contaminated materials. It will include the following two steps:

- The Consultant will review existing information about past and current land use to identify possible sources of contamination within the project site and corridor. This review will include information sources (more completely listed in the NYSDOT *Environmental Procedures Manual/The Environmental Manual*) such as:
  - Historical aerial photography
  - Sanborn Insurance Company maps (archival; available through NYSDEC regional offices)
  - NYSDEC records such as:
    - Registry of Inactive Hazardous Waste Sites
    - Hazardous Substance Waste Disposal Site Study Report
    - records of chemical or petroleum storage tanks
    - waste incident and chemical release reports
    - County and municipal agency sources such as:
      - local assessor and building permit records
      - title abstracts

- local historical society records
  - records of discussions with former employees of industries and other businesses located within or near the project area
- The Consultant will visit the project site and neighboring areas (as appropriate, based on site activity and with or without Municipality representatives) to look for observable physical evidence of contamination; e. g., stained soil, seepage, and stressed or dead vegetation; using as a guide the summary sheet of indicator features in the NYSDOT *Environmental Procedures Manual/The Environmental Manual*.

The Consultant will prepare a Hazardous Waste/Contaminated Materials Screening Report. It will contain:

- a list of the site screening objectives
- a summary of the results of the background information search
- an explanation of inspection techniques used
- observations from the project site visit
- an analysis of the information, identifying properties or locations with a reasonable probability of containing hazardous wastes or contaminated materials
- maps showing the location of commercial properties which could be contaminant sources (e. g., gas stations, dry cleaners) and are in the proximity of the project area
- (where possible) maps showing the location of fuel tanks, dry wells, or other structures that could be associated with spills or releases of hazardous substances
- (where appropriate) a brief discussion of which further actions should be taken and why, supported by figures or tables
- (where appropriate) site visit or meeting minutes indicating agreements with involved Municipality representatives

The Consultant will submit this report in draft form to the Municipality for review, revise it per comments received, and resubmit it in **2** copies. If property is to be acquired, a copy will be submitted to the NYSDOT Municipal Liaison. The Consultant will summarize in the text of the DAD all hazardous waste/contaminated materials investigative work performed prior to issuance of the report.

It is assumed that this preliminary screening Assessment will **NOT** find conditions or materials that must be remediated or which pose a significant threat to health or the environment, and that as a result the following tasks as described in the NYSDOT Environmental Procedures Manual/The Environmental Manual will **NOT** be required:

- Site Assessment (Detailed site investigation)
- Remediation plan

### **C. Asbestos Assessment**

The Consultant will maintain a valid asbestos-handling license for the duration of this agreement. Also, all Consultant personnel engaged in asbestos-related work will be appropriately certified for the work being performed, as described in Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

The Consultant will summarize in the text of the DAD all investigative work regarding asbestos performed prior to issuance of the report.

Preliminary Investigation: The Consultant will perform a preliminary investigation for the presence of asbestos-containing materials (ACM's) within the project site and corridor, using the following screening techniques:

The Consultant will review available as-built drawings, record plans, and other construction drawings of all structures and facilities in the project area, including but not limited to pavement, shoulders, subgrade, underground utilities, buildings, and bridges which could potentially require alterations or demolition as part of the project to determine whether the presence of ACM's is indicated.

The Consultant will perform an on-site visual inspection of all structures and facilities, including the building interiors, to identify approximate number and specific locations of suspected ACM's for sampling and testing. (Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.)

The Municipality will provide the letter of introduction necessary for the Consultant to enter premises for performing the on-site work. For estimating purposes, it is assumed that 0 buildings will be inspected as part of this task. It is also assumed that no suspected ACM's will be identified for sampling and testing.

The Consultant will prepare and submit to the Municipality for review and approval a technical memorandum reporting on the findings of this preliminary investigation, accompanied by an asbestos sample location plan.

**The sampling, testing, (if necessary) design of abatement/removal, and preparation of an Asbestos Assessment Report will be covered in a Supplemental Agreement.**

#### **4.06 Permits and Approvals**

The Consultant will obtain all applicable permits and certification.

## **Section 5 - Right-of-Way**

### **5.01 Abstract Request Map and/or Title Search**

All ROW incidental work will be completed by the NYSDOT. The Consultant will provide ROW maps as noted below.

### **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**

The Consultant will meet with the Municipality & NYSDOT to discuss the types of right-of-way acquisitions required and the limits of acquisition lines. The Consultant will prepare acquisition maps in accordance with NYSDOT ROW Mapping Procedures Manual. All right-of-way mapping will be completed in English units. The Consultant will prepare all map revisions or additions which are determined necessary during the construction of the project.

### **5.04 Right of Way Plan**

The Consultant will prepare the Right-of-Way Plan(s) in accordance with the NYSDOT ROW Mapping Procedure Manual (including the preparation of an Abstract Request Map).

### **5.05 Right of Way Cost Estimate**

The NYSDOT will provide cost estimates for the right-of-way to be acquired by the NYSDOT on all alternatives being considered.

### **5.06 Public Hearings/Meetings**

The Consultant will conduct any public hearing and/or informational meetings as may be required by this project.

### **5.07 Property Appraisals**

The NYSDOT will complete all property appraisals.

### **5.08 Appraisal Review**

The NYSDOT will complete all property appraisal reviews.

### **5.09 Negotiations and Acquisition of Property**

The NYSDOT will negotiate with property owners for the acquisition of their property, including compensation of all documents required by the PLAFAP Manual in order to obtain the property.

### **5.10 Relocation Assistance**

The NYSDOT will complete the process for all relocations required as part of this project.

## **Section 6 - Detailed Design**

### **6.01 Preliminary Bridge Plans**

No bridges are affected by this project.

### **6.02 Advance Detail Plans (ADP)**

The Consultant will advance the design and progress the detailed plans. At this stage, all plans, specifications, estimates and other associated materials will be developed and advanced to 90% completion. The Consultant will perform all necessary design computations. Advance Detail Plans may include, but are not limited to, the following contract sheet drawings:

- Title Sheet
- Index and legend
- General Notes
- Estimate of quantities
- Typical sections
- Traffic Control Plan (including construction sign text data and temporary traffic signal plans and details)
- Maintenance jurisdiction table
- Survey baseline ties
- Miscellaneous tables & details
- General Plans (1 inch = 50 feet scale)
- General Profiles (1 inch = 50 feet horizontal & 1 inch = 10 feet vertical scales)
- Signs & Sign Structures
- Traffic signal plans
- Pavement marking plans
- Utility plans (including necessary sewer and water improvements)
- Work Zone Traffic Safety Plans

Advanced Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual". The Consultant will prepare and submit five (5) copies of the ADP's to the Municipality for review. The Consultant will modify the design to reflect the review of the ADP package.

All plans & cross-sections developed by this project will be prepared at 1/2 size (11"x17"), per NYSDOT requirements. Actual scales will be represented at this size.

### **6.03 Final Plans**

The Consultant will modify the design to reflect the review of the ADP package, and then submit five (5) copies to the Municipality and NYSDOT for their review and approval. The Consultant will reflect last minute review comments on the plans.

### **6.04 Contract Documents**

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

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable fed. provisions and prevailing wage rates.
- Plans & Specifications.

- Special Notes & 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 Municipality for approval. Upon approval, the Municipality will submit three (3) copies of the contract documents to the NYSDOT for information purposes.

## 6.05 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.

## 6.06 Utilities

- A. Utilities Inventory Report – Immediately after receipt of Design Approval, the Consultant shall prepare and submit to the County and NYSDOT, a preliminary Utilities Inventory Report, indicating ownership and impacts to existing utilities by the proposed work. This report shall be prepared in accordance with Chapter 10 of the LAFAP Manual (see Appendix 10-5 for the form and instructions).
- B. Initial Contact Letter – The Consultant shall subsequently prepare and send a letter to each utility impacted by the project, and include copies of the preliminary Utilities Inventory Report, plans, profiles, typical sections, and cross-sections for the project. The letter should clearly request that the utility provide a color-coded set of plans showing the existing facilities, as well as the proposed relocation, schedules, and estimate of costs for the reimbursable work.
- C. Coordination with Utility Schedule – After receipt of the information requested in Task 6.05.B, the Consultant shall prepare and submit a Coordination with Utility Schedule in accordance with Chapter 10 (see Appendix 10-6 for a sample and instructions). This schedule shall be included in the Utility Work Agreements, as well as the contract documents.
- D. Utility Work Agreements – The Consultant shall prepare a Utility Work Agreement for each utility impacted by the project. The agreement shall be prepared in accordance with Chapter 10 of the LAFAP Manual (see Appendix 10-7 thru 9 for samples and instructions), and submitted to NYSDOT for approval and signature, if required. The agreements must be signed by all parties prior to advertising of the contract.
- E. Notice to Utilities – The Consultant shall give notice to each utility as to the schedule of letting and award of the project, including the tasks and schedules contained in the “Coordination with Utility Schedule”.
- F. During the ADP stage, the Consultant shall:
  - Identify all potential utility conflicts based on proposed road design versus record plans provided by the utility companies and utility locations collected by design survey. The Consultant shall provide the list of potential conflicts to the Municipality;

- Coordinate test hole excavations to determine if underground utility conflicts exist with utility company. The test holes will be dug by the respective utility company and the test hole location will be surveyed by the Municipality. The Municipality will provide the Consultant with a list of test hole results.
- Plot the test hole results on plan and cross sections to determine if utility conflicts exist.
- Provide the Municipality with updated list of utility conflicts based on test hole data.
- Based on results, discuss design alternatives with Municipality to avoid utility conflicts.

#### **6.07 Railroads**

No Railroads are affected by this project.

#### **6.08 Bridge Inventory and Load Rating Forms**

No bridges are affected by this project.

#### **6.09 Information Transmittal**

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

## **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 Municipality. The Consultant will submit the ad(s) to the Municipality for review and will revise the ad(s) to reflect comments generated by that review. Upon approval, the Municipality will place the advertisements (including the Contract Reporter submission).

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

### **7.02 Pre-Construction Meeting & Other Services Prior to Construction**

The Consultant will answer calls and respond to questions (concerning the contract plans and bid documents) from prospective bidders, and will attend a pre-construction meeting.

### **7.03 Bid Opening (Letting)**

The Municipality will hold the public bid opening.

The Consultant will attend the bid opening, if requested by the Municipality.

### **7.04 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.
- 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 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 Municipality in preparing and compiling the package of information to be transmitted to NYSDOT.

The Municipality will award the contract and will transmit the following information to the Municipality for distribution to the NYSDOT:

- transmittal letter, indicating Municipality approval to award to the lowest responsible bidder (or to reject all bids).
- certification from the Municipality that bid is acceptable and that low bidder is qualified and able to perform the work.
- certification from the Consultant (signed and sealed by a licensed Professional Engineer, Registered Architect or Registered Landscape Architect) stating that permits, resolutions, railroad and utility agreements, and title for right-of-way necessary to complete the project have been obtained.
- Engineer's Estimate and verified low bid, broken down by fiscal shares, if applicable.

## 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 **Municipality** 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 **Municipality** 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 structural shop drawings for construction.

The **Consultant** has prepared a Construction Management Plan for this project in accordance with the Procedures for Locally Administered Projects. In addition to the provisions set forth in these scope of services, the CMP will be used as the basis to administer the inspection and oversight for this project

Not reimbursable under this Section are:

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

## Section 9 - Construction Inspection

(by Supplemental Agreement if requested by Municipality)

## Section 10 - Estimating & Technical Assumptions

### 10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- |           |  |
|-----------|--|
| Section 1 | Estimate 10 project meetings during the life of this agreement (not including public hearing/information meetings or specifically stated onsite studies).<br><br>Estimate 20 cost and progress reporting periods (October 2016 - May 2018) will occur during the life of this agreement.             |
| Section 2 | Assume that GPS methods and equipment will be used to establish local control points.<br><br>Estimate 3 accident locations will require analysis.<br><br>Estimate 1 highway capacity analyses will be required.<br><br>Estimate 5 days for supplemental survey.                                      |
| Section 3 | Estimate 2 concepts will be evaluated.<br><br>Estimate 1 design alternative will be analyzed in addition to the null alt.<br><br>Estimate 1 Public Information Meetings and 1 Public Hearing<br><br>Estimate 5 Stakeholder Meetings<br><br>Estimate 1 cost estimate plus 2 updates will be required. |
| Section 4 | Estimate 0 wetlands will be mapped.  |
| Section 5 | Estimate (6) ROW maps will be required.<br><br>Estimate (1) Relocation Assistance will be required.  |
| Section 6 | Estimate 1 cost estimate plus 2 updates will be required.<br><br>Estimate (5) utility companies will be affected.  |
| Section 7 | Estimate 30 copies of the final contract bid documents will be needed for prospective bidders.<br><br>Advertisements will be placed by the Municipality in 2 publications in addition to the NYS Contract Reporter.  |
| Section 9 | By Supplemental Agreement <b>[N.I.C.]</b> .  |

## 10.02 Technical Assumptions

### SITE DATA – SURVEY & MAPPING

1. All work on this project will be done in US Customary Units. Mapping files will be provided in Microstation format in accordance with NYSDOT current standards. The Consultant will provide design files and as-built files to the City in AutoCAD format.
2. It is assumed that the Municipality will provide the following items:
  - a. Record drawings. Existing record plans and any supporting data in the possession of the Municipality with regard to underground water/sewer/drainage will be made available to the Consultant.
  - b. Existing property Right-of-way. This data will be supplemented with appropriate record research at the City Clerk's Office.
3. The traffic study will be limited to the acquisition of data using mechanical traffic counters over a one week period. Turning movements and vehicle classification will be recorded during a one day study. The Consultant will complete all the defined traffic study and analysis. The NYSDOT will collect all the necessary traffic data.
4. Underground utilities will be identified to Level Quality 'C' standards within the project limits.

### PRELIMINARY DESIGN

5. It is assumed that (1) highway alignment will be evaluated. Within this alignment, two (2) intersection concepts will be evaluated (one concept will consider a three-way signalized intersection and the other a modern round about layout). These concepts will be developed to a point to determine impacts to adjacent properties, utilities and right-of-way. It is assumed that only one of these concepts will be selected as a feasible alternative and that alternative will be carried forward into detailed design. Additional sketches may be required to refine the final concepts to be evaluated.
6. The new highway segment will be designed to Urban Collector standards. This is the proposed designation being submitted to FHWA.
7. The development of the final highway alignment will be limited between the Western Blvd entrance from Arsenal Street to the Gaffney Drive/Commerce Park Drive intersection. However, to fully evaluate the corridor as an Urban Arterial, preliminary design will assess the vehicular and non-vehicular standards from Arsenal Street to Coffeen Street.
8. The preliminary design concepts will be evaluated for impacts on both underground and overhead utilities. This project will evaluate the following utility considerations:
  - The proposed highway alignment will included a new closed drainage system to intercept storm water from the new highway facility. This storm water will be conveyed to existing storm water collection facilities. This project will evaluate the capacity of these existing facilities and upgrade these facilities as necessary to accommodate the proposed drainage criteria.
  - Overhead utilities will be relocated as needed. Relocation will be at the cost of the utility owner.
  - The City may relocate the water main below the Stateway Plaza building. This relocation will be considered a betterment to the project at 100% cost to the

municipality.

- The proposed highway alignment may impact one or more overhead light structures currently in use for parking lighting. This project will relocate any needed overhead lights at a cost to this project.
9. For the purposes of work zone traffic control during construction, it is assumed that temporary easements will be secured along the parking corridor to maintain traffic during reconstruction of Western Blvd.
  10. Cost estimates will be based upon current NYSDOT unit prices for contractor completed work.

### **ENVIRONMENTAL STUDIES**

11. It is assumed that an Environmental Impact Statement will not be needed. It is assumed that the project will be SEQR Type II and NEPA Class II. City of Watertown is the Lead Agency for this project.
12. The Consultant will prepare the necessary permit applications for this project. It is assumed the following permits/approvals may be needed:
  - U.S. Army Corps of Engineers Section 10 Permit
  - U.S. Army Corps of Engineers Section 404 Permit
  - NYSDEC Section 401 Water Quality Certification
  - NYSDEC State Pollution Discharge Elimination System (SPDES) Permit (including the need for a Storm Water Pollution Prevention Plan)
  - NYSDOT Highway Work Permit
13. The Consultant will complete a wetland screening as noted within; however, it is assumed that no wetlands will be impacted.
14. It is assumed that the NYSDOT will maintain all interaction and correspondence with SHPO. The Consultant will complete all the studies and prepare all the required documentation as described in the Scope of Work and provide copies as necessary for use by NYSDOT in their review of this project with SHPO.

### **DETAILED DESIGN**

15. With regard to highway elements, major items of work anticipated include:
  - Full depth pavement & curb offset reconstruction along the entire project limits.
  - Capacity improvements at the Gaffney Drive/Commerce Park Drive intersection.
  - Development of new commercial driveway entrances to the eastern, western and northern developments.
  - Drainage improvements.
  - Signing & pavement markings reconstruction.
  - Development of new sidewalk(s) along with .
  - Urban enhancements (green infrastructure, landscaping, street lighting, etc.).

### **CONSTRUCTION INSPECTION**

16. Construction Inspection Services for this project will be added by Supplemental Agreement.

## PROJECT SCHEDULE

### Proposed Project Schedule:

- Negotiation and Execution of Agreement: Sept./Oct. 2016
- Project Start: October 2016
- Design Approval Document Complete/Design Approval: July 2017
- A.D.P. Complete: November 2017
- Right-of-Way (Incidentals):
  - Start December 2016
  - Finish July 2017
- Right-of-Way (Acquisition):
  - Start July 2017
  - Finish January 2018
- Final PS&E / Bid Documents Complete: January 2018
- Letting: February 2018
- Construction Start: April 2018
- Construction Complete: December 2018

### 10.03 Technical Assumptions Subconsultants [attached hereto]

Western Boulevard Connector Road  
City of Watertown, Jefferson County

### Technical Assumptions:

#### 1.06 Meetings

1. PDG will attend one (1) project meeting at B&L offices in Syracuse.

#### 2.01 Design Survey

2. Topographic survey will be referenced to survey control established by NYSDOT for Arsenal Street project.
3. Topographic survey limits will include 26± acres of Stateway Plaza, defined by FIGURE 1, attached.
4. Utilities will be located by visible evidence and available record drawings.
5. The storm water retention pond located within the survey limits, will be surveyed to edge of water only.
6. Assume five (5) days supplemental survey.

#### 2.02 Design Mapping

1. Survey mapping will be delivered in Microstation V8i format following NYSDOT CADD specifications.
2. Deliverables will include: mapping, DTM, survey baseline and benchmark data, and R.O.W. / property lines.
3. Assume five (5) days supplemental mapping.

#### 5.01 Abstract Request Map

1. Assume one (1) Abstract Request Map

#### 5.02 R.O.W. Survey

1. Property line / R.O.W. determination for all properties adjoining proposed route for expansion of Western Blvd. (from existing R.O.W. of Western Blvd. to Gaffney Dr.).

#### 5.03 R.O.W. Mapping

1. Assume six (6) R.O.W. acquisition maps.

#### 6.02 & 6.03 ADP & Contract Documents

1. Assume no offsite detour. Staged construction with on-site detour will be used for maintaining traffic during construction.

#### 6.04 Cost Estimate

1. Assume two updates to the construction cost estimate in addition to the initial estimate.



ARCHITECTURE  
ENGINEERING  
ENVIRONMENTAL  
LAND SURVEYING

21 September 2016 revisions in italics

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## WESTERN BOULEVARD SCOPE OF SERVICES

### **1 - SITE PLANNING - \$9,080**

GYMO will prepare Site Development Drawings illustrating the relationship of Western Boulevard to Watertown City Center Plaza, Stateway Plaza, and the adjacent outparcels on the Northern end of the proposed road. Site Development components are described below:

#### Site Development Plan

- Proposed Western Boulevard roadway including turning lane, driving lanes, and signal locations (provided by B&L);
- Existing site land survey including Parcel Boundaries, Building footprints, topography, above ground features, etc. (provided by B&L land surveyor);
- Adjacent Development Parking space and travel lane layout; driveway locations;
- Planning table showing zoning requirements, lot size parameters, setbacks, etc.

### **2 - STORM WATER MANAGEMENT/STORM WATER POLLUTION PREVENTION PLAN (SWPPP) - \$28,595**

- Review Jefferson County Soil Mapping to understand soil and general hydrology components;
- Delineate drainage areas for Western Boulevard catch basins, culverts, and drainage facilities;
- Perform hydrologic calculations of the storm water runoff generated from the site;
- Perform hydraulic calculations for catch basins and storm water piping (*designed by B&L*) based on a 10-year, 24-hour, recurrence interval storm event; with an overland flood route for the 100-year storm;
- Perform hydraulic calculations and storm water modeling of the downstream drainage system (as required by reviewing agencies) to identify potential impacts resultant from the development of Western Boulevard and to identify the existing drainage systems capacity for Western Boulevard;
- In accordance with NYS (DEC) regulations, GYMO will also address the NYS Storm Water Sizing Criteria for Water Quality (90% Rainfall Event) and implement Green Infrastructure techniques to meet Runoff Reduction Volume (RRV) requirements, if required (redevelopment projects do not generally require RRV treatment). Design of water quantity storage for the 100-year, 24-hour storm event is anticipated, and
- Prepare an Engineering Report including a Basis of Design summarizing the Storm Water Management System.

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the submission of a NPDES General Permit (GP-0-15-002) in accordance with NYS DEC regulations. The SWPPP will include the analysis of the Pre and Post drainage at the site for the 10-year and 100-year, 24-hour storm events and sizing the required Storm Water Quality, Runoff Reduction, and Quality Treatment Structures.

### **3 - WATER SYSTEM PLANNING - \$17,295**

- Review and evaluate the City of Watertown's water piping and modeling system in the area of Western Blvd;
- Perform hydrant testing in the Western Blvd area to document flows and pressures and compare to the City's model;
- Develop preliminary utility plans showing the potential location of new water mains and appurtenances and demolishing/abandoning of existing mains, if appropriate;
- Prepare an Engineering Report including a Basis of Design Summarizing the Water System, and
- Submit drawings to B&L.

### **GENERAL COORDINATION (INCLUDED IN ABOVE TASKS)**

#### **Project Familiarization**

The **City of Watertown/NYS DOT** will assist the **Consultant (B&L and their sub-consultants)** in obtaining the following information, if available:

- 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.
- 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 the supplied project information and a site visit to become familiar with field conditions.

#### **Meetings**

The **Consultant** will prepare for and attend meetings as directed by **the City of Watertown Contract Administrator**. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.

- Manage sub consultants and/or subcontractors.

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

### PROJECT UNDERSTANDINGS

- CAD files will be provided to GYMO for both the Western Boulevard Design and existing conditions survey.
- Any additional studies (i.e.: wetlands, endangered species, archaeological) required as part of the services provided by GYMO are the responsibility of others.
- Geotechnical information (generally included as part of the Geotechnical Engineering Report) may be necessary for design of the storm water management treatment system (percolation and/or deep hole tests). A Geotechnical Engineering Report is not included in this proposal. If necessary, the owner will provide.
- The Project site encompasses the area of a proposed Western Boulevard City Street. The new street will traverse the Stateway Plaza, connecting the existing Western Boulevard ROW Spur to Gaffney Drive. The existing conditions and future concept for Western Boulevard is illustrated on preliminary drawings prepared by the City of Watertown dated 2/12/13 and provided by B&L.
- GYMO tasks are as described in the Scope of Services above, and generally will be in support of B&L in designing the roadway. GYMO will work directly with B&L to provide items described in the Scope of Services. GYMO *will also* coordinate directly with City of Watertown due to GYMO's close proximity and relationship with the City of Watertown. *General Coordination items listed in the Scope of Services are included in Tasks 1-3.*
- A Storm Water Pollution Prevention Plan (SWPPP) is included in this proposal, as the overall disturbance for the project is anticipated to be more than one acre. Please note that the SWPPP will be designed under the rules and regulations for a redevelopment, which generally allow more relaxed stormwater treatment vs. new development. The design fee for an underground storm water treatment facility has been included in this proposal. *As discussed, GYMO will provide preliminary/basis of design information for the closed drainage system along proposed Western Boulevard, for use by B&L in final design. GYMO will require the following proposed information for the project to be able to prepare the SWPPP:*
  - *Proposed site layout and grades for Western Boulevard;*
  - *Preliminary configuration of closed drainage system (including inverts and pipe sizes), and*
  - *Location of proposed underground storm water treatment system which will be required.**With the above information, GYMO will confirm pipe sizes/slopes (and recommend adjustments as necessary). GYMO will also perform calculations and design the underground storm water treatment system. Cross sections and details will be provided for B&L use on their drawings.*
- Any studies which may be required by the local municipalities and/or regulatory agencies (i.e.: Archaeological Study, Traffic Study, Biological Resources Study, etc.) will be provided by the appropriate professional, and be retained by others.
- Adequate capacity of water (including fire protection) in the general area is assumed to exist. A cross connection is anticipated to be required to provide redundancy to an already strong water system in the area. No upgrades to improve flows or pressures is anticipated to be required nor included in this proposal (such as a pump station or water storage tank).
- Construction Administration Services are not included in this proposal.
- A Fee Schedule Spreadsheet has been attached, which includes a breakdown of tasks/hours.

**ATTACHMENT C**  
**Architectural/ Engineering Consultant Contract**

**Staffing Rates, Hours,  
Reimbursables and Fees**

**STAFFING ASSUMPTIONS**  
 Barton & Loguidice, P.C.  
 WESTERN BLVD CONSTRUCTION PROJECT  
 PIN 7830.02

SECTION	TASK	DESCRIPTION / ASSUMPTIONS	Highway Design							Environmental			Underground Utility			Support			TOTAL	Assumptions	
			Vice President	Managing Engineer	Project Engineer	Engineer III	Engineer II	Engineering Designer I	Principal Engineering Technician	Sr. Proj. Landscape Arch.	Sr. Project Manager	Managing Env. Scientist	Environmental Scientist III	Industrial Hygienist III	Sr. Project Manager	Sr. Project Engineer	Engineer II	Principal Engineering Technician			Project Administrator
1		<b>GENERAL</b>																			
	1.05	Project Familiarization. Review existing County-provided information. Site visit.	8	40	40								16							104	Includes Site Visit
	1.06	Project Meetings	16	80									40							136	Assume (10) Meetings @ city office
	1.07	Cost & Progress Reporting	4	16													10		10	40	Assume (20) reporting periods
	1.10	Subconsultant Management			20														8	28	
	1.11	Subcontractor Management			20														8	28	
		<b>TOTALS for Section 1</b>	<b>28</b>	<b>176</b>	<b>40</b>								<b>56</b>				<b>10</b>		<b>26</b>	<b>336</b>	
2		<b>DATA COLLECTION &amp; ANALYSIS</b>																			
	2.01A	Ground Survey		8																8	By Popli - B&L to coordinate
	2.01E	Survey of Wetlands Boundaries by Prudent.																		0	By Popli - B&L to coordinate
	2.01F	Supplemental Survey by Prudent.		4																4	By Popli - Assume 3 party days
	2.02	Design Mapping		4	8			8												20	By Popli - B&L to review for completeness
	2.03	Existing Conditions (Site visit under Task 1.05)		2	4			16												22	Documentation of Conditions for DAD
	2.04	Accident Analysis		2	20															22	Assume (3) locations will require analysis
	2.05	Traffic Count setup/monitor/data collection		2																2	By NYSDOT
	2.05	Turning Movement Collection		2																2	By NYSDOT
	2.05	Traffic Data Sort		4	12															16	
	2.06	Complete LOS analysis.		2	16															18	Parking Study by GYMO
	2.06	Travel Speed and Delay Studies			8															8	
	2.11	Pavement Evaluation		2	8																
	2.12	Utility Identification		2	4								4							10	By Popli - B&L to QA
		<b>TOTALS for Section 2</b>	<b>34</b>	<b>80</b>			<b>24</b>						<b>4</b>							<b>142</b>	
3		<b>PRELIMINARY DESIGN</b>																			
	3.01	Design Criteria.		2	8															10	Includes Design Classification and Operating Speed
	3.02A	Preliminary Studies/Design Concepts		80	80		80													240	Assumes (2) Highway Design Concepts
	3.02B	Evaluate Design Alternative:	8																	8	Assume (1) Design Alternative
		Highway Plans	8	8	100		80	40												228	
		Highway Profiles	2	8	20		40													68	
		Highway Typical Sections	2	8	40		20													68	
		WZTC	10	4	12		4													20	By Popli - B&L to QA
		Sanitary Sewer Reconstruction										2	16	40						58	
		Water Main Reconstruction																		0	Design support by GYMO
		<b>Totals Preliminary Plans:</b>	<b>28</b>	<b>172</b>		<b>144</b>	<b>40</b>					<b>2</b>	<b>16</b>	<b>40</b>					<b>442</b>		
	3.03	Design Alternatives: Cost Estimating for approach reconstruction work:																		0	
		Initial Estimate:		8	24															32	
		Updates (Each):	2	4	12															16	
		<b>Totals Estimating:</b>		<b>12</b>	<b>36</b>															<b>48</b>	
	3.04	Develop the Draft DAD (2 copies).	4	40	100		20												20	184	Assume (5) copies to City for review
		Resolution & Response to Comments		20	40		40					2	8	16						126	
	3.05	Advisory Agency Review:																			Assume (5) copies to Agencies for review
		Resolution & Response to Comments		20	24		20					2	4	8							
	3.06A	Public Information Mtg		60	60		20					10								150	Assume (5) Stakeholder mtgs and (1) PIM
	3.06B	Public Hearing		16	16																Assume (1) Public Hearing
	3.07	Preparation of Final DAD - 3 Copies		8	12														4	24	Modify DDAD
		<b>TOTALS for Section 3</b>	<b>12</b>	<b>286</b>	<b>548</b>		<b>324</b>	<b>40</b>				<b>16</b>	<b>28</b>	<b>64</b>				<b>24</b>	<b>1,342</b>		
4		<b>ENVIRONMENTAL</b>																			
	4.01	NEPA Classification.		2								2	8							12	Complete NEPA Checklist
	4.02	SEQRA Type II Verification & Documentation		2								2	8							12	
	4.03	<b>Screenings:</b>		8								20								28	
		Site Visit										4	16	16						36	Site Visit as necessary for environmental evaluations
		Endangered Species Inquiry											4							4	
		Ground Water Investigation.											2							2	Desk-top survey; provide write-up
		Surface Water Classification.											1							1	NYSDEC Classification, avoidance measures, 401 req't
		US Army COE Permit Requirements: 404											2							2	
		Identification of Drainage Basins.											4							4	Erosion & sediment control requirements; SPDES NOI
		MOU Review.																		0	
		Review of State-Regulated Wetlands Maps.											2							2	Site Visit for Federal Wetlands





**Exhibit A, Page 1**  
**Salary Schedule**

**BARTON & LOGUIDICE, D.P.C.**  
**WESTERN BLVD CONSTRUCTION PROJECT**  
**PIN 7830.02**

JOB TITLE	ASCE (A) OR NICET (N)		AVERAGE HOURLY RATES		MAXIMUM HOURLY RATES	MAXIMUM HOURLY RATES	OVERTIME CATEGORY
	GRADE		PRESENT 2016	PROJ'D 2017	2016	2017 (Est.)	
Principal	X	(A)	\$109.65	\$112.94	\$118.20	\$121.75	A
Senior Vice President	IX	(A)	\$87.52	\$90.15	\$96.30	\$99.19	A
Vice President	IX	(A)	\$69.77	\$71.86	\$74.70	\$76.94	A
Associate	VIII	(A)	\$57.82	\$59.55	\$62.30	\$64.17	A
Associate Vice President	VIII	(A)	\$49.50	\$50.99	\$49.50	\$50.99	A
Senior Engineering Consultant	VII	(A)	\$56.00	\$57.68	\$56.00	\$57.68	B
Senior Environmental Consultant	VII	(A)	\$54.40	\$56.03	\$54.40	\$56.03	B
Senior Managing Architect	VII	(A)	\$55.00	\$56.65	\$55.00	\$56.65	B
Senior Managing Engineer	VII	(A)	\$54.59	\$56.23	\$58.00	\$59.74	B
Senior Managing Environmental Scientist	VII	(A)	\$57.90	\$59.64	\$57.90	\$59.64	B
Senior Managing Hydrogeologist	VII	(A)	\$52.50	\$54.08	\$52.50	\$54.08	B
Senior Managing Hydrogeologist Consultant	VII	(A)	\$59.00	\$60.77	\$59.00	\$60.77	B
Senior Project Manager	VII	(A)	\$54.83	\$56.47	\$58.30	\$60.05	B
Senior Asset Management Consultant	VII	(A)	\$51.70	\$53.25	\$51.70	\$53.25	B
Senior Managing Landscape Architect	VII	(A)	\$48.30	\$49.75	\$48.30	\$49.75	B
Project Manager	VI	(A)	\$46.55	\$47.95	\$52.20	\$53.77	B
Managing Engineer	VI	(A)	\$45.83	\$47.20	\$52.20	\$53.77	B
Managing Landscape Architect	VI	(A)	\$43.90	\$45.22	\$43.90	\$45.22	B
Managing Hydrogeologist	VI	(A)	\$42.70	\$43.98	\$42.70	\$43.98	B
Construction Manager	VI	(A)	\$40.60	\$41.82	\$40.60	\$41.82	B
Managing Environmental Scientist	VI	(A)	\$37.80	\$38.93	\$37.80	\$38.93	B
Senior Water Quality Scientist	V	(A)	\$43.05	\$44.34	\$50.00	\$51.50	B
Senior Land Use Planner	V	(A)	\$44.10	\$45.42	\$44.10	\$45.42	B
Senior Project Hydrogeologist	V	(A)	\$41.10	\$42.33	\$41.10	\$42.33	B
Senior Project Engineer	V	(A)	\$38.92	\$40.09	\$50.00	\$51.50	B
Managing Industrial Hygienist	V	(A)	\$39.45	\$40.63	\$40.20	\$41.41	B
Senior Engineer	V	(A)	\$34.94	\$35.99	\$37.50	\$38.63	B
Senior Project Landscape Architect	V	(A)	\$36.70	\$37.80	\$37.90	\$39.04	B
Senior Project Environmental Scientist	V	(A)	\$36.30	\$37.39	\$36.30	\$37.39	B
Office Engineer	IV	(N)	\$35.00	\$36.05	\$35.00	\$36.05	B
Project Engineer	IV	(A)	\$34.49	\$35.52	\$37.40	\$38.52	B
Project Architect	IV	(A)	\$33.10	\$34.09	\$33.10	\$34.09	B
Project Environmental Scientist	IV	(A)	\$30.15	\$31.05	\$32.40	\$33.37	B
Senior GIS Analyst	IV	(A)	\$34.00	\$35.02	\$34.00	\$35.02	B
Intern Architect III	III	(A)	\$29.50	\$30.39	\$29.50	\$30.39	B
Engineer III	III	(A)	\$30.23	\$31.14	\$31.70	\$32.65	B
Environmental Scientist III	III	(A)	\$24.90	\$25.65	\$24.90	\$25.65	B
Industrial Hygienist III	III	(A)	\$26.10	\$26.88	\$26.70	\$27.50	B
Landscape Architect III	III	(A)	\$26.40	\$27.19	\$26.40	\$27.19	B
Assistant Landscape Architect III	III	(A)	\$24.90	\$25.65	\$24.90	\$25.65	B
Land Use Planner III	III	(A)	\$24.90	\$25.65	\$24.90	\$25.65	B
Assistant Landscape Architect II	II	(A)	\$23.50	\$24.21	\$23.50	\$24.21	B
Intern Architect II	II	(A)	\$29.80	\$30.69	\$29.80	\$30.69	B
Engineer II	II	(A)	\$27.11	\$27.92	\$27.50	\$28.33	B
Land Use Planner II	II	(A)	\$22.00	\$22.66	\$22.00	\$22.66	B
Hydrogeologist II	II	(A)	\$21.25	\$21.89	\$22.80	\$23.48	C
Environmental Scientist II	II	(A)	\$19.10	\$19.67	\$19.20	\$19.78	C
Engineer I	I	(A)	\$26.17	\$26.96	\$26.20	\$26.99	B
Hydrogeologist I	I	(A)	\$19.90	\$20.50	\$19.90	\$20.50	C
Environmental Scientist I	I	(A)	\$16.80	\$17.30	\$16.80	\$17.30	C
Industrial Hygienist I	I	(A)	\$17.70	\$18.23	\$17.70	\$18.23	C
Resident Engineer	IV	(N)	\$38.85	\$40.02	\$55.00	\$56.65	C
Engineering Designer I	IV	(N)	\$35.70	\$36.77	\$36.50	\$37.60	C
Principal Engineering Technician	IV	(N)	\$35.20	\$36.26	\$35.20	\$36.26	C
Senior Engineering Technician	III	(N)	\$31.70	\$32.65	\$31.70	\$32.65	C
Engineering Technician	III	(N)	\$30.05	\$30.95	\$31.70	\$32.65	C
Senior Designer	III	(N)	\$26.75	\$27.55	\$27.60	\$28.43	C
CAD Technician	II	(N)	\$21.00	\$21.63	\$21.00	\$21.63	C
Senior Inspector	III	(N)	\$31.29	\$32.23	\$42.60	\$43.88	C
Inspector	II	(N)	\$19.00	\$19.57	\$19.00	\$19.57	C
Engineering Aide	N/A		\$28.00	\$28.84	\$28.00	\$28.84	C
Project Administrator	N/A		\$21.20	\$21.84	\$21.20	\$21.84	C
Senior Group Technical Assistant	N/A		\$20.30	\$20.91	\$22.40	\$23.07	C
Group Technical Assistant / Technical Typist	N/A		\$14.65	\$15.09	\$17.00	\$17.51	C
Intern	N/A		\$14.00	\$14.42	\$14.00	\$14.42	C

**NOTES:**

Hourly rates shall not exceed the maximums for the year shown above.

**OVERTIME POLICY**

Category A - No overtime compensation

Category B - Overtime compensated at straight-time rate

Category C - Overtime compensated at straight-time rate x 1.5

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

**Exhibit A, Page 2**  
**Staffing Table**

**BARTON & LOGUIDICE, D.P.C.**  
**WESTERN BLVD CONSTRUCTION PROJECT**  
**PIN 7830.02**

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	PROJ'D HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Vice President	IX	28		12			40			80	\$71.86	\$5,749.05
Senior Project Manager	VII	56	4	16	48	0	104	0	0	228	\$56.47	\$12,876.28
Managing Engineer	VI	176	34	286	36	22	222	8	34	818	\$47.20	\$38,613.61
Senior Project Engineer	V			28			102			130	\$40.09	\$5,211.39
Senior Project Landscape Architect	V			40			136			176	\$37.80	\$6,652.98
Project Engineer	IV	40	80	548	4	24	870	18	80	1664	\$35.52	\$59,113.10
Engineer III	III									0	\$31.14	\$0.00
Environmental Scientist III	III				113					113	\$25.65	\$2,898.11
Engineering Designer I	IV		24	324			792		20	1160	\$36.77	\$42,654.36
Engineer II	II			64			160			224	\$27.92	\$6,254.82
Industrial Hygienist III	III				48					48	\$26.88	\$1,290.38
Principal Engineering Technician	IV						140			140	\$36.26	\$5,075.84
Engineering Aide	N/A						16			16	\$28.84	\$461.44
Project Administrator	N/A	10								10	\$21.84	\$218.36
Senior Group Technical Assistant	N/A	26		24			60	5	10	125	\$20.91	\$2,613.63
TOTAL HOURS =		336	142	1342	249	46	2642	31	144	4932		\$189,683.34
											Phases I-IV	\$81,533.21
											Phases V-VI	\$108,150.12
		\$15,666	\$5,555	\$51,571	\$8,741	\$1,891	\$99,746	\$1,122	\$5,391			\$189,683.34

**Exhibit B, Page 1**  
**Estimate of Direct Non-Salary Cost**

**BARTON & LOGUIDICE, D.P.C.**  
**WESTERN BLVD CONSTRUCTION PROJECT**  
**PIN 7830.02**

1. Travel, Lodging and Subsistence

Trips to Site/City	trips	miles per					
	50	5	miles/trip	250			
Miscellaneous							
		Total Mileage		250	@	\$0.560	\$140.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$140

2. Reproduction, Drawings & Report

	<u>each</u>	<u>sht's/set</u>	<u>sets</u>	<u>extension</u>
DESIGN PHASES I - IV:				
Copies	\$ 0.05	1000	1	\$ 50.00
Draft DAD	0.05	100	5	\$ 25.00
DAD - Prelim. Review	0.05	100	0	\$ -
DAD - FHWA Review	0.05	100	5	\$ 25.00
DAD - Advisory Agency	0.05	100	5	\$ 25.00
Pre-Final DAD	0.05	100	0	\$ -
Final DAD	0.05	100	5	\$ 25.00
Misc Color Copies	1.00	500	5	\$ 2,500.00

DESIGN PHASES V - VI:				
Preliminary Structure Plan	0.15	0	0	\$ -
ADP (1/2 size)	0.15	82	20	\$ 246.00
PS&E (1/2 size)	0.15	82	10	\$ 123.00
Contract Drawings	0.15	82	35	\$ 430.50
Contract Specifications	0.05	500	35	\$ 875.00
Record Copy	0.10	82	5	\$ 41.00

TOTAL DRAWING, REPORT, REPRODUCTION \$4,366

5. Mail, Postage & Shipping \$1,000

6. Subcontracts

Borings	\$0
Pavement Cores (Assumed by NYSDOT)	\$0
EDR report	\$350

**TOTAL DIRECT NON - SALARY COST \$5,860**

Popli Design Group

Western Boulevard Connector Road

City of Watertown, Jefferson County

Salary Schedule

JOB TITLE	ASCE (A) NICET (N) Grade	Average Hourly Rates		Maximum Hourly Rates		Popli Overtime Category
		Present 8/2016	Projected 5/2017	Present 8/2016	Projected 5/2017	
Project Manager	V (A)	\$59.13	\$60.90	\$62.50	\$64.38	A
Project Engineer	IV (A)	\$50.62	\$52.14	\$65.00	\$66.95	B
Engineer III	III (A)	\$39.64	\$40.83	\$43.50	\$44.81	B
Engineer II	II/I (A)	\$35.58	\$36.65	\$40.00	\$41.20	B
Engineer I	II/I (A)	\$27.83	\$28.66	\$32.50	\$33.48	B
Sr. Surveyor	II/I (A)	\$32.69	\$33.67	\$35.00	\$36.05	B
Survey Technician II (Office)	II (N)	\$29.81	\$30.70	\$35.00	\$36.05	C
Survey Technician I (Office)	II (N)	\$22.18	\$22.85	\$24.00	\$24.72	C
Party Chief / Survey Tech II (Field)	II (N)	\$29.81	\$30.70	\$35.00	\$36.05	C
Inst. Person / Survey Tech I (Field)	II (N)	\$22.18	\$22.85	\$24.00	\$24.72	C

NOTES:

Survey Titles are office rates only. Prevailing wages may apply for field time.

OVERTIME POLICY

-----  
 Category A - No overtime compensation.  
 Category B - overtime compensated at straight time rate.  
 Category C - overtime compensated at straight time rate x 1.50  
 Overtime applies to hours worked in excess of the normal  
 working hours of 40 hours per week.

Week is defined as Monday through Sunday.  
 Holidays count towards 40 hours.

HOLIDAYS OBSERVED

New Years Day  
 Memorial Day  
 Independence Day  
 Day after Independence Day  
 Labor Day  
 Thanksgiving Day plus Day After  
 Christmas Day  
 Total Holidays Observed: 8

Popli Design Group

Western Boulevard Connector Road  
City of Watertown, Jefferson County

Staffing Table

JOB TITLE	ASCE (A) OR NICET (N) GRADE	1.06 Meetings	2.01 Design Survey	2.02 Design Mapping	5.01 ARM	TASKS					TOTAL HOURS	2017 HOURLY RATE	DIRECT TECHNICAL LABOR
						5.02 ROW Survey	5.03 ROW Mapping	6.02 ADP Submittal	6.03 Contract Documents	6.04 Cost Estimate			
Project Manager	V (A)										0	\$60.90	\$ -
Project Engineer	IV (A)	4						4	2		10	\$52.14	\$ 521.40
Engineer III	III (A)							16	8	2	26	\$40.83	\$ 1,061.58
Engineer II	II/I (A)							40	16	8	64	\$36.65	\$ 2,345.60
Engineer I	II/I (A)							80	24	16	120	\$28.66	\$ 3,439.20
Sr. Surveyor	II/I (A)	4	2	18	2	24	16				66	\$33.67	\$ 2,222.22
Survey Technician II (Office)	II (N)			40	6	24	32				102	\$30.70	\$ 3,131.40
Survey Technician I (Office)	II (N)		30	40	6		20				96	\$22.85	\$ 2,193.60
Party Chief / Survey Tech II (Field)	II (N)		98			4					102	\$30.70	\$ 3,131.40
Inst. Person / Survey Tech I (Field)	II (N)		98			4					102	\$22.85	\$ 2,330.70
Total		8	228	98	14	56	68	140	50	26	688		
		\$ 343.24	\$ 6,000.74	\$ 2,748.06	\$ 388.64	\$ 1,759.08	\$ 1,978.12	\$ 4,620.64	\$ 1,705.16	\$ 833.42			\$ 20,377.10

Technical Assumptions:

1.06

1. Assume one (1) meeting at B&L offices in Syracuse.

2.01

1. Topographic survey will be referenced to survey control established by NYSDOT for Arsenal Street project.
2. Topographic survey limits will include 26± acres of Stateway Plaza, defined by FIGURE 1, attached.
3. Utilities will be located by visible evidence and available record drawings.
4. The storm water retention pond located within the survey limits, will be surveyed to edge of water only.
5. Assume five (5) days supplemental survey

2.02

1. Survey mapping will be delivered in Microstation V8i format following NYSDOT CADD specifications.
2. Deliverables will include: mapping, DTM, survey baseline and benchmark data, and R.O.W. / property lines.
3. Assume five (5) days supplemental mapping.

5.01

1. Assume one (1) Abstract Request Map

5.02

1. Property line / R.O.W. determination for all properties adjoining proposed route for expansion of Western Blvd. (from existing R.O.W. of Western Blvd. to Gaffney Dr.).

5.03

1. Assume six (6) R.O.W. acquisition maps.

6.02 & 6.03

1. Assume no offsite detour. Staged construction with on-site detour will be used for maintaining traffic during construction.

6.04

1. Assume two updates to the construction cost estimate in addition to the initial estimate.

Popli Design Group

Western Boulevard Connector Road

City of Watertown, Jefferson County

Direct Non-Salary Costs

1. Travel & Lodging

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Mileage

Trips to	No. of Trips	Miles/trip	Price/mile	Total:
B&L Office	1	154	\$ 0.54	\$ 83.16
City			\$ 0.54	\$ -
Parking			\$ 0.54	\$ -

Per Diem [per 2016 GSA, Jefferson County]

Rate	No. Persons	Overnights	Total
\$ 51.00	2	12	\$ 1,224.00

Lodging [per 2016 GSA, Jefferson County]

Rate	No. Persons	Overnights	Total
\$ 89.00	2	12	\$ 2,136.00

TOTAL TRAVEL & LODGING: \$ 3,443.16

2. Personnel Costs

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Differential Wages [estimated]

Title	Rate	Hours	Total
Party Chief/ Survey Tech. II	\$ 8.49	102	\$ 865.98
Instr. Person / Survey Tech. I	\$ 13.59	102	\$ 1,386.18

Supplemental Benefits [estimated]

Title	Rate	Hours	Total
Party Chief/ Survey Tech. II	\$ 23.46	102	\$ 2,392.92
Instr. Person / Survey Tech. I	\$ 23.46	102	\$ 2,392.92

TOTAL PERSONNEL COSTS: \$ 7,038.00

3. Reproduction

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0	sets @	0	pages @	\$1.00	\$ -
	Abstractor fees / deed copies			LS	\$ 300.00

TOTAL REPRODUCTION COSTS: \$300.00

**TOTAL DIRECT NON-SALARY COSTS: \$10,781.16**

Popli Design Group

Western Boulevard Connector Road

City of Watertown, Jefferson County

Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$20,377
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$10,781
Item III, Overhead (estimated) subject to audit (115%)(Audited Rate as of 1-01-2016)	\$23,434
Item IV, Fixed Fee 15.0%	\$6,570
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	\$61,162

## FEE SCHEDULE

TASK	DESIGN ENG HRS	DESIGN ENG RATE PER HR	MANAGING ENG HRS	MANAGING ENG RATE PER HR	PRINCIPAL ENG HRS	PRINCIPAL ENG RATE PER HR	TOTAL
1 - SITE PLANNING	50	\$85	26	\$130	10	\$145	\$9,080
2 - SWPPP	145	\$85	85	\$130	36	\$145	\$28,595
3 - WATER SYSTEM PLANNING	92	\$85	45	\$130	25	\$145	\$17,295
GRAND TOTAL							\$54,970

Exhibit C  
 Summary

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BARTON & LOGUIDICE, D.P.C.  
 WESTERN BLVD CONSTRUCTION PROJECT  
 PIN 7830.02

		<u>Phases I - IV</u>	<u>Phases V - VI</u>	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated - subjected to audit)		\$81,533.21	\$108,150.12	\$189,683
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$0	\$0	\$0
Item II Direct Non-Salary Cost (estimated - subject to audit)		\$ 4,144.50	\$ 1,715.50	\$5,860
Item II Direct Non-Salary Cost (estimated - subject to audit) (Sub-Contractor Cost)		\$0	\$0	\$0
Item II Direct Non-Salary Cost (estimated - subject to audit) (Sub-Consultant Cost)				
Prudent: Survey & Design		\$55,500	\$6,000	\$61,500
Gymo: Schematic Design and Permitting		\$40,000	\$15,000	\$55,000
Item III, Overhead (estimated - subject to audit)	175%	\$142,683	\$189,263	\$331,946
Item IV, Fixed Fee (negotiated)	10%	\$22,629	\$29,827	\$52,456
<hr/>				
TOTAL ESTIMATED PROJECT COST		\$346,490	\$349,955	\$696,445
MAXIMUM AMOUNT PAYABLE		<b>\$346,500</b>	<b>\$350,000</b>	<b>\$696,500</b>



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 27 September 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Western Boulevard Reconstruction - Professional Services Agreement  
PIN 783002

Enclosed is a copy of the professional services agreement with Barton and Loguidice (BL) for City Council review and approval. The agreement was created for the purposes of performing engineering services for Western Boulevard Reconstruction, in the amount of \$698,500. A total of \$5.85 Million in funding has been allocated to this project, to cover 100% of design, inspection, right of way acquisition, and construction costs, minus any betterments included in the project.

This project is a "Pass Through" project and is being progressed under the Procedures for Locally Administered Federal Aid Projects. The consultant was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) shortlist. This shortlist of five firms was developed from the NYSDOT Regional List of pass through consultants.

The agreement covers preliminary and final design, environmental, right of way, and bidding services (Phases I-VI), as well as construction support. A supplementary agreement will be necessary for the construction inspection portion of the project.

Please prepare a resolution for Council consideration.

Cc: Jim Mills, Comptroller  
Amy Pastuf, Purchasing Manager

Res No. 11

September 28, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Municipal Arena Construction Phase Services Supplemental Agreement #2, Bernier, Carr & Associates

On April 20, 2015, City Council approved a Construction Phase Services Agreement in the amount of \$150,000 with Bernier, Carr & Associates to perform contract administration and construction inspection of the Municipal Arena Reconstruction Project. On December 21, 2015, City Council approved Supplemental Agreement #1, in the amount of \$23,750, to extend construction services full time to January 2016 and part time into March 2016. As detailed in City Engineer Justin Wood's attached report, a Supplemental Agreement #2 has become necessary in the additional amount not to exceed \$23,737 as the completion date of the project necessitated full time construction services into March 2016.

Approval of this Resolution is contingent upon the City Council also approving a Bond Ordinance Amendment to cover the expenses associated with this project.

A Resolution is attached for Council consideration. Staff will be available at the meeting to answer any questions Council Members may have regarding this supplemental agreement.

RESOLUTION

Page 1 of 1

Approving Construction Phase Services Supplemental Agreement #2 with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C.

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total .....

Table with 2 columns: YEA, NAY. Rows for each council member and a total row.

Introduced by

WHEREAS on April 20, 2015, City Council approved the Construction Phase Services Agreement with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C. (BCA), to provide contract administration and construction inspection of the Municipal Arena Renovation Project in the amount of \$150,000, and

WHEREAS on December 21, 2015, City Council approved Supplemental Agreement #1 with BCA in the amount of \$23,750 to extend the construction services full time to January 2016, and part time into March 2016, and

WHEREAS the City of Watertown required the services of BCA full-time through March 2016,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Construction Phase Services Supplemental Agreement #2 with Bernier, Carr & Associates, Engineers, Architects and Land Surveyors, P.C. in the amount not to exceed an additional \$23,737, a copy of which is attached hereto and made part of this resolution, bringing the total contract amount to \$197,487.00, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute this agreement on behalf of the City of Watertown.

Seconded by



May 23, 2016

Mr. Justin Wood  
City Engineer  
City of Watertown  
245 Washington Street  
Watertown, New York 13601



Dear Mr. Wood:

The following is in regard to the status of BCA Construction Managers' contract to provide construction management services on the Watertown Arena Renovation project.

BCA Construction Managers contract was extended back in November to provide full-time construction management through December 2015 and January 2016 with an allocation of 80 hours for part-time inspection through February, March and April of 2016 for outstanding punch list items and spring restoration. (See attached letter)

As you are aware our full-time onsite service as well as project management support extended through March of 2016. BCA is seeking additional compensation for the hours exceeding the 80 hours included in the original extension. Please see the attached outline of the total hours worked during the extended period as well as the credit for the 80 hours.

The additional cost for BCA to provide this extension of service was \$23,737. Please contact me if you have any questions or would like additional documentation to substantiate the additional compensation. I can be reached at our office or on my cell phone (315) 771-0143.

A handwritten signature in black ink, appearing to read "Peter S. Clough".

Peter S. Clough, Director of Project & Construction Management  
BCA Construction Managers

327 Mullin Street  
Watertown, New York 13601  
T 315.782.8130  
F 315.782.7192  
[www.bcacms.com](http://www.bcacms.com)

**BERNIER, CARR & ASSOCIATES**  
 Engineers, Architects, & Land Surveyors, P.C.  
 327 Mullin Street  
 Watertown, NY 13601  
 tel: (315) 782-8130  
 fax: (315) 782-7192

**City of Watertown**  
 Department of Engineering  
 Room 305, City Hall  
 245 Washington Street  
 Watertown, New York 13601  
 Attn: Mr. Justin Wood, PE, City Engineer

Date: May 20, 2016  
 Client No. 2015-025  
 Invoice No. 16-508

Invoice for additional services provided, as outlined in our attached letter dated May 20, 2016, for **Construction Management Services at the Watertown Municipal Arena Renovations Project**; through May 20, 2016.

<b>Additional Services</b>				<b>Amount Due</b>
Director of Project Management ( <i>P. Clough</i> )	32.00 hrs.	\$ 120.00 /hr.		\$ 3,840.00
Senior Project Representative ( <i>L. Coburn</i> )	303.00 hrs.	\$ 85.00 /hr.		\$ 25,755.00
				\$ 29,595.00
Less: 80 hour credit from original extension	-80.00 hrs.	\$ 85.00 /hr.		\$ (6,800.00)
		<b>Net</b>		<b>\$ 22,795.00</b>
<b>Reimbursable Expenses</b>				
Printing/ Postage				\$ 942.00
<b>Amount Due this Invoice</b>				<b>\$ 23,737.00</b>

**Summary of Project Hours from February 1, 2016 thru April 8, 2016**

Week	Onsite CM			Project Management Support		
	# of Hours	Hourly Rate	Total	# of Hours	Hourly Rate	Total
Week of February 1st	40	\$85	\$3,400	8	\$120	\$960
Week of February 8th	42	\$85	\$3,570	4	\$120	\$480
Week of February 15th	40	\$85	\$3,400	5	\$120	\$600
Week of February 22nd	42	\$85	\$3,570	3	\$120	\$360
Week of February 29th	40	\$85	\$3,400	4	\$120	\$480
Week of March 7th	16	\$85	\$1,360	4	\$120	\$480
Week of March 14th	28	\$85	\$2,380	2	\$120	\$240
Week of March 21st	43	\$85	\$3,655	2	\$120	\$240
Week of March 28th	12	\$85	\$1,020		\$120	\$0
<b>Total</b>	<b>303</b>	<b>\$85</b>	<b>\$25,755</b>	<b>32</b>	<b>\$120</b>	<b>\$3,840</b>
<b>Total Labor Costs</b>	<b>\$29,595</b>					
80 Hour Credit from original extension	-\$6,800					
Additional Labor Costs	\$22,795					
Reimbursable Expenses						
Printing / Postage	\$942					
<b>Total Extension Cost</b>	<b>\$23,737</b>					



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: September 28, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Fairgrounds Municipal Arena Renovation  
Construction Management & Inspection - Supplemental Agreement #2

Enclosed is a copy of the Supplemental Agreement (SA) #2 to the Construction Management agreement with Bernier, Carr and Associates (BCA) for City Council review and approval.

The original agreement with BCA, assumed full time inspection through November '15, and part time inspection to close out the project in December '15 and January '16. Numerous construction issues delayed the project completion date and SA#1 was approved by City Council on December 21, 2015 to keep BCA on the job through the end of construction. That agreement assumed full time inspection in December '15, January '16, and an allocation of 80 hours to close out the project beyond that. The actual inspection effort necessary to close out the project exceeded the 80 hour allocation, commenced at the end of March, and is the subject of SA #2. The attached SA #2 shows the labor and reimbursables totaling \$23,737.

The original agreement with BCA of \$150,000, plus SA #1 for an amount of 23,750, plus SA#2 for an amount of \$23,737 results in a total contract amount of \$197,487.

Please provide a resolution for Council consideration.

cc: Erin Gardner, Superintendent of Parks and Recreation  
Jim Mills, City Comptroller  
File

Res Nos. 12 and 13

September 28, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Change Orders for Watertown Municipal Arena Renovation,  
Bette & Cring and Lawman Heating and Cooling, Inc.

On March 30, 2015, City Council approved several bids for the Watertown Municipal Arena Renovation, for a total bid award of \$9,141,000. Work is nearing completion on this project. The current total of all four contracts is \$9,604,275.16

As detailed in City Engineer Justin L. Wood's attached report, two Change Orders have been submitted for a total increase of \$111,774.82.

Attached for Council consideration are the two Resolutions for these Change Orders as described in Mr. Wood's report. Approval of these Resolutions is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the cost of this project.

# RESOLUTION

Page 1 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 4 in the amount of \$21,236.92 to cover the cost of removal of lead paint, modify existing concrete footer, relocate a column, install storm sewer pipe, relocate existing roof drains and a credit for fiber mesh, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 5 in the amount of \$34,346.03 to cover the cost of changing the toilet partitions, shoring of roof plank in the Pool House, provide painted galvaneal metal wall panel, provide angle supports of West Gable end wall, modify structural steel to northeast addition, install structural header for an overhead door to the mechanical room, provide heavier duty hinges on doors, credit to reduce footer depth at west addition, and credit to delete benches and angle iron along the 18” ledge on the second floor, and

**RESOLUTION**

Page 2 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS on December 21, 2015, City Council approved Change Order No. 6 in the amount of \$48,816.05 to cover the cost of replacing main entrance doors in the pool area, additional support to counteract movement of the second floor balcony in the West Addition, replace deteriorated sidewalks adjacent to the entrance of the Pool House, provide thickset for tile floors in the Bathhouse, change stairs from cast-in-place concrete to steel, provide door and hardware off the door schedule from the elevator pit to the sprinkler room, increase the locker room bench size, provide weatherproof access panel on the West Addition roof and a credit to delete the steel condenser platform, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 7 in the amount of \$28,038.05 to provide additional asphalt paving at the east entrance to the arena and to cover the floor finish revisions requested, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 8 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 9 in the amount of \$49,698.90 for a credit to change metal stud type, to box out and sheet rock over steel trusses, to add kickers to the parapet wall on the West Addition, to add remobilization cost to complete concrete plank topping, to grind down existing concrete floor in the Vendor Room, to install pier caps at the West Addition entrance columns, to provide additional column to support the upper level mezzanine, and to replace broken and mold stained tile on the walls of the Pool House Locker Room Showers, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 10 in the amount of \$58,728.02 for enclosing beams and installing soffits, repair an existing steel column discovered to have severe corrosion and several other items as documented in their change order, and

# RESOLUTION

Page 3 of 3

Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

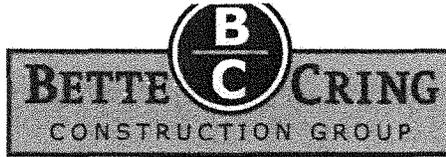
WHEREAS Bette & Cring has now submitted Change Order No. 11 in the amount of \$88,077.44 for installing a snow guard system on the roof and refinishing walls in the pool house,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 11, a copy of which is attached and made part of this Resolution, to the contract with Bette & Cring in the amount of \$88,077.44 as described above bringing the total contract amount to \$6,607,014.83 for the Watertown Municipal Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

**Seconded by**



Thursday, September 22, 2016

Mr. Justin Wood  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

RE: Potential Change Order # 100  
Watertown Ice Arena- 1523

Dear Mr. Wood,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 100  
Date: 22-Sep-16  
Description: Snow Guards Per ASI-034  
Proposed Amt: \$87,612.00  
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Snow Guards Per ASI-034	\$87,612.00	

Total:\$87,612.00

**QUALIFICATIONS:**

- Includes all work shown in roof guard detail, section A
- Snow guards to be located as shown
- Includes re-inspection and continued roof warranty
- Excludes stack reinforcing detail, section B
- Excludes repairing any damage that may be caused to the acoustical spray insulation at underside of roof deck.
- Excludes clean-up of any acoustical spray insulation that may be disturbed

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,  
BETTE & CRING, LLC.

Nick Matott  
Project Manager

27840 County Route 193  
Theresa, NY 13691  
Phone: 315-628-4150  
Fax: 315-628-4151

# PTL Contracting Corp.

September 22, 2016

Bette & Cring  
18438 US Route 11  
Watertown, NY 13601  
Attn: Mr. Nick Matott

**RE: Watertown Arena Snow Guard Installation**

Dear Sir or Madam:

We are pleased to offer you our proposal for labor and materials to install Alpine Snow Guards per Section A Detail. Upon completion of the work the Roofing Manufacturer will do a re-inspection of the roof to maintain the existing warranty.

**FOR A TOTAL COST OF:.....\$83,440.00**

Our proposal does not include sales tax, snow removal, ~~dumpsters~~, shop drawings, bonds, as built, decking, wood blocking, ~~demolition~~, roof protection, and ~~curbs and flashings not indicated above~~.

Our proposal is good for 30 days after which time may be subject to change. Thank you for the opportunity to quote you on this project.

Sincerely,

Trisha E. Amato  
President

83,440  
4,172 5%  
\$ 87,612



Stantec Consulting Services Inc.  
 111 Grant Avenue Suite 201  
 Endicott NY 13760  
 Tel: (607) 321-6100  
 Fax: (607) 321-6160

## ARCHITECTURAL DIRECTIVE

**Request for Proposal (RFP)** Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

**Architect's Supplemental Instructions (ASI):** This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

**Construction Change Directive (CCD):** The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit and itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<i>Ray Kesel</i>	03/01/2016		
Architect	Date	Owner	Date

**AD NO:** 034

**DATE:** 03/01/2016

**TO:** Nick Matott  
Bette & Cring, LLC

**FROM:** Stantec

**CC:** Larry Coburn  
The BC Group

**PROJECT:** Watertown Municipal Arena

**STANTEC PROJECT NO:** 191060204

**VIA:** E-Mail

**RE:** Snow Guard and stack supports

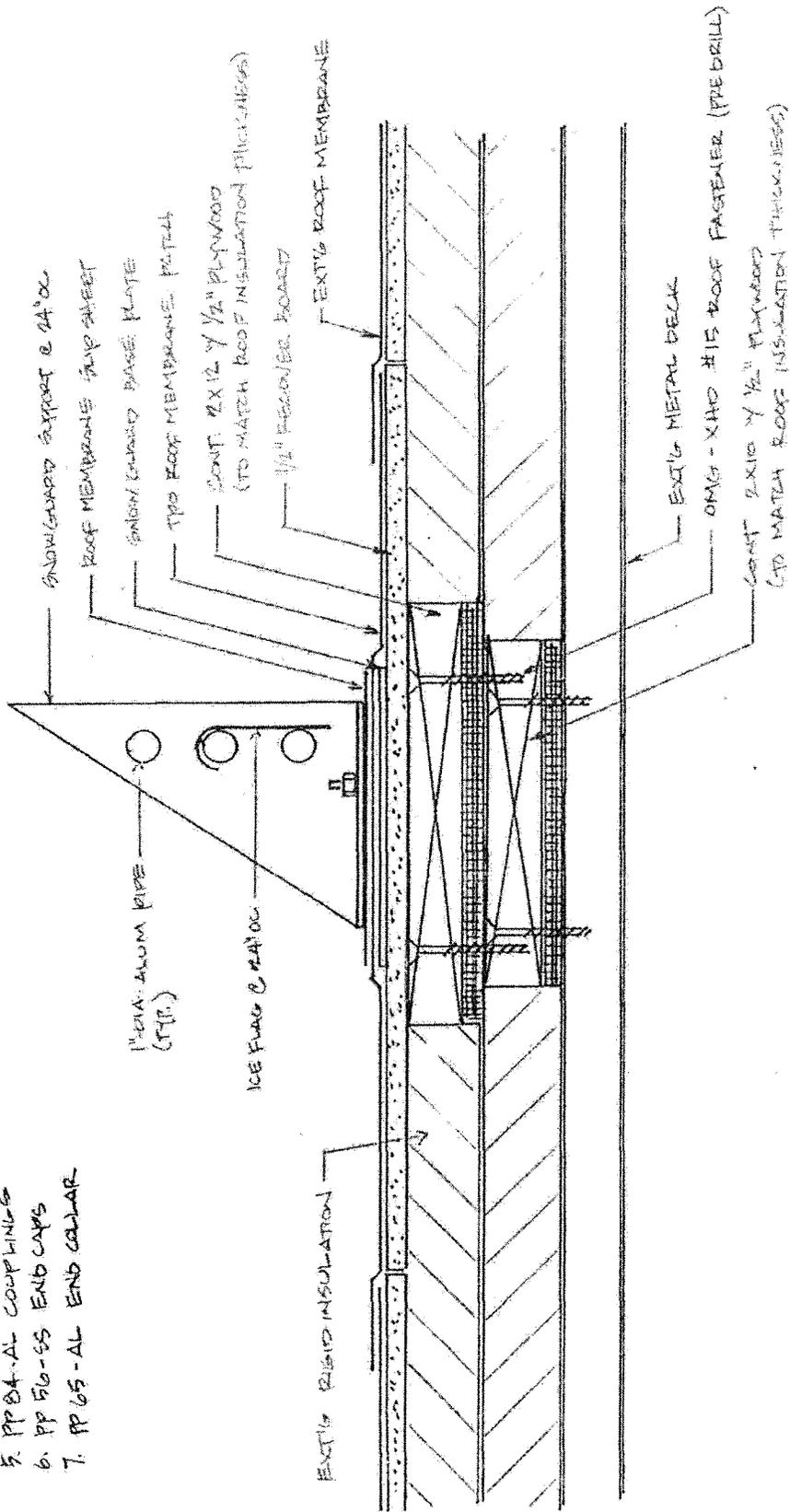
### MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

<b>Date:</b> 03/01/2016	<b>Description:</b> Provide and install snow guards and stack reinforcing per the attached sketches and recommendations from the snow guard and roofing manuf. Provide roof warranty and inspection of penetrations are sealed/flushed weather tight and per the manuf. and warranty recommendations.
----------------------------	--

### COMMENTS:

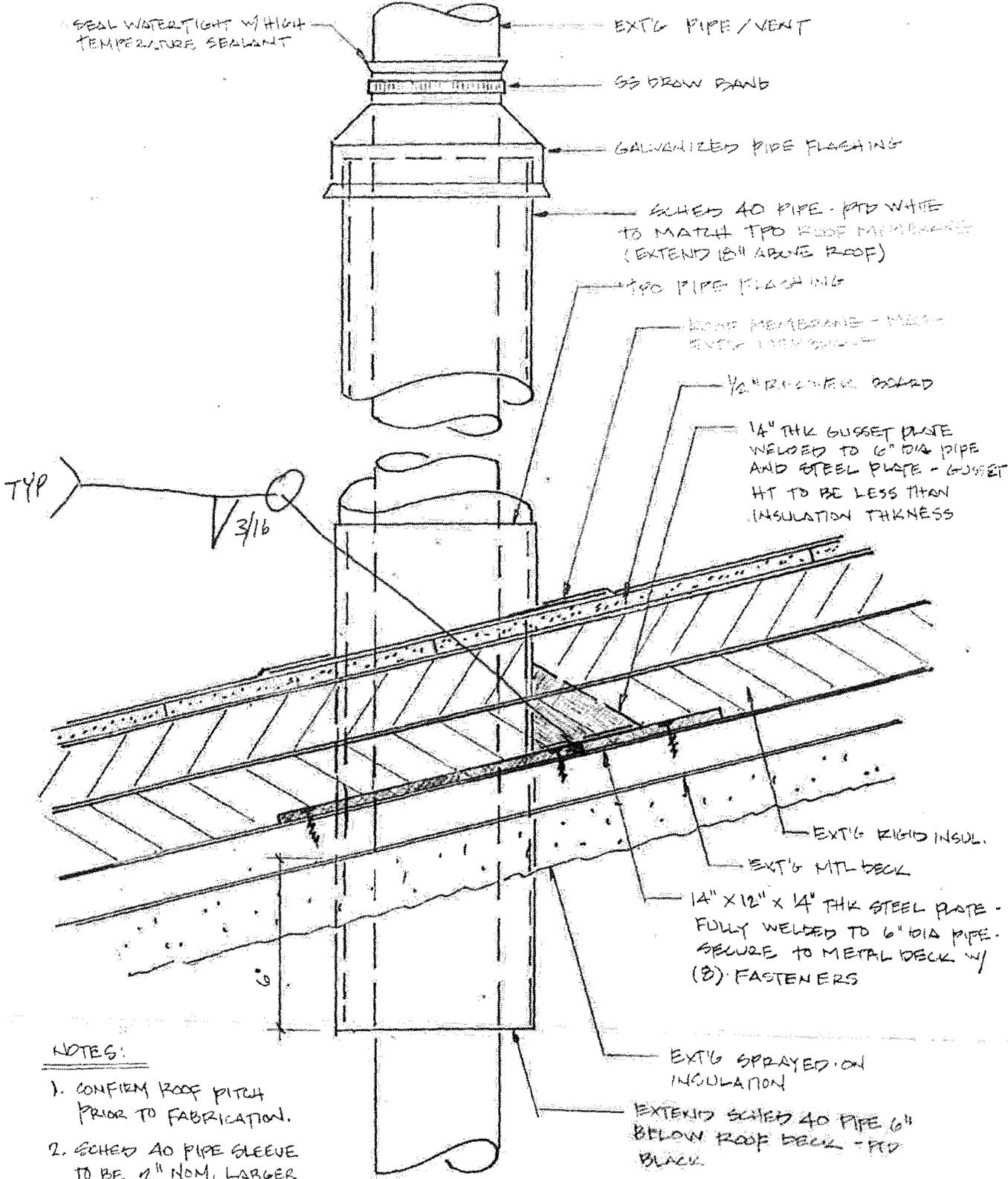
BASIS-OF-DESIGN

1. ALPINE SNOWGUARDS (BBS, 766, 4273)
2. PP115-H3 SUPPORT
3. 115-3 PP AL 6X8 BP-ES BASE PLATE
4. PP15-AL-08 RAILS
5. PP84-AL COUPLINGS
6. PP56-SS END CAPS
7. PP65-AL END COLLAR



SECTION A

NOT INCLUDED IN PROPOSAL

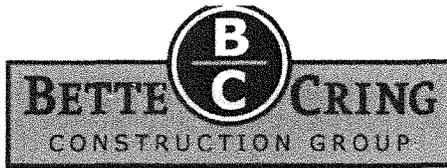


NOTES:

1. CONFIRM ROOF PITCH PRIOR TO FABRICATION.
2. SCH40 PIPE SLEEVE TO BE 2" NOM. LARGER THAN EXT'G PIPE PENETRATING ROOF

SECTION B





Tuesday, September 27, 2016

Mr. Justin Wood  
City of Watertown  
245 Washington Street  
Watertown, NY 13601

RE: Potential Change Order # 101  
Watertown Ice Arena- 1523

Dear Mr. Wood,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 101  
Date: 27-Sep-16  
Description: Prep Pool Walls  
Proposed Amt: \$465.44  
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Prep Pool Walls	\$465.44	

Total:\$465.44

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,  
BETTE & CRING, LLC

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott  
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-101 Prep Pool Walls				
Description	Qty	Units	Rate	Total
<b>Leone Painting</b>				
Painter	8	Hrs	\$ 55.41	\$ 443.28
B&C's 5% OH&P	5%	OH&P	\$ 443.28	\$ 22.16
<b>TOTAL</b>				<b>\$ 465.44</b>

Contractor Name: THE LEONE COMPANIES Date: 5/15/15  
 Address: 105 SCOTT LN County: JEFFERSON  
VERPOOL NY 13088  
 Telephone No: 315 952 2868 Trade: PAINTING

REGULAR BASE RATE PREMIUM TIME BASE RATE

A. WAGE RATE PER HOUR 23.26 34.89

BENEFITS	% per hour	\$ per hour
Vacation & Holiday		
Health & Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Benefits		

B. TOTAL BENEFITS PER HOUR \$ 18.12 18.12 18.12

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security	<u>7.65</u>	%	<u>1.78</u> <u>1.78</u>
Medicare	<u>-</u>	%	
Federal Unemployment	<u>0.60</u>	%	<u>.14</u> <u>.21</u>
State Unemployment	<u>4.10</u>	%	<u>.96</u> <u>1.44</u>
Workman's Compensation Code: _____	<u>13.16</u>	%	<u>3.06</u> <u>4.54</u>
Disability	<u>1.50</u>	%	<u>.12</u> <u>.18</u>
Body Injury/Property Damage/Liability Insurance	<u>29.96</u>	%	<u>6.97</u> <u>10.21</u>

C. TOTAL TAXES AND INSURANCE PER HOUR  
 All benefits are paid directly to Employee.  
 Only benefits identified by \* above are paid directly to Employee \_\_\_\_\_ times % = 13.03 18.41

D. TOTAL LABOR RATE (A + B + C) = 55.41 71.42

E. CONTRACTOR'S CERTIFICATION



# PPG Architectural Coatings

Because Every Job Matters

STORE# 8297  
 8297-SYRACUSE 72 ERIE BLVD E  
 2516 ERIE BOULEVARD EAST  
 SYRACUSE, NY 13224  
 PH: (315)446-7890 FX: (315)446-2701  
 HOURS: SUN 12:00 AM-12:00 AM  
 MON-FRI 7:00 AM-5:00 PM  
 SAT 8:00 AM-12:00 PM

SOLD TO: 310719250000  
 LEONE PAINTING COMPANY LLC CUST PO#: mike  
 105 SCOTT LN  
 LIVERPOOL, NY 13088-5433 CUST JOB: Watertown Ice  
 (315)952-2868 Rink

PAF8297@PPG.COM

**INVOICE**  
 #829703027287

SHIP TO:  
 LEONE PAINTING, MIKE LEONE  
 105 SCOTT LANE  
 LIVERPOOL, NY 13088  
 (315)952-2868



829703092116027287

DATE: 09/21/2016 TIME: 2:54 PM  
 STORE REP: LORIE S  
 SALES REP: JOSEPH D  
 PAGE 1 OF 1

QTY	ITEM#	DESCRIPTION	PRICE	AMOUNT
5	V70-610/01	PZ BREAK I/E 250 GL WHPB V70-610 B100 _829703000003126_Ice Cube SW6252	\$42.00	\$210.00
1	WMZ03550/EA	03550 SGL COVER STAIN PRMR WHT B500	\$88.00	\$88.00

*NO CHARGE*

**TERMS:**

Freight will be charged on orders, blinds, and wall covering books. Special merchandise in good condition is eligible for 75% refund w/ original invoice within 60 days. Tinted merchandise cannot be returned. Non-tinted merchandise in good condition may be returned w/ original invoice w/in 60 days. Qualifying returns will be made in the same form of payment as original purchase. PPG reserves the right to make large cash returns by check w/in 10 business days. A service fee will be charged on returned checks. See the store manager for details. PPG understands, and Buyer represents that the products sold will be used for commercial or home painting, and will not be used for Nuclear, Chemical or Biological weapons facilities or activities including painting any such items or facilities. Buyer agrees to notify PPG immediately if Buyer becomes aware of any change in the end use of the products. Browse global employment opportunities at [www.ppgpro.com/careers](http://www.ppgpro.com/careers) Let us know how we're doing - visit [www.ppgpro.com/survey/stores](http://www.ppgpro.com/survey/stores) to give your feedback!

TERMS: NET 15TH PROX  
 I agree to pay \$298.00 in accordance with my  
 PPG Credit Agreement (310719250000).

REMIT TO:  
 PPG ARCHITECTURAL FINISHES  
 P O BOX 536864  
 ATLANTA, GA 30353-6864

SUBTOTAL:	\$298.00
LABOR:	\$0.00
FREIGHT:	\$0.00
ECO FEE:	\$0.00
SALES TAX:	\$0.00
<b>INVOICE TOTAL:</b>	<b>\$298.00</b>
HOUSECHARGE-AR:	\$298.00
TOTAL TENDERED:	\$298.00
BALANCE DUE:	\$0.00
DUE TO CUSTOMER:	\$0.00

THANK YOU FOR SHOPPING AT  
 PPG... BECAUSE EVERY JOB  
 MATTERS!

# SIEMENS

Siemens Industry, Inc.  
Building Automation

Address : 26 Market St

City State Zip : Potsdam NY 13676

FAX Number :

Contact : Brian Martin

Contact Phone : 315-430-2446

Email : brian.martin@siemens.com

<p>Lawman Heating and Cooling</p> <p>Attention: Kyle Lawler</p> <p>Quote ID:031516-08494-0081</p>	<p>Date</p> <p>Payment Terms</p> <p>Base Job Name</p> <p>Base Job Number</p>	<p>03-15-2016</p> <p>Net 30</p> <p>Watertown Arena</p> <p>44OP-173035</p>
---	--	---



## Statement of work

Siemens proposes to provide labor and materials for the monitoring and control of the existing HW boiler.

This proposal includes:

- ┆ Provide and install new relay for boiler enable/disable.
- ┆ Provide and install new relay to monitor boiler status.
- ┆ Provide and install new relay to monitor boiler general alarm.
- ┆ Provide wire and conduit between boiler and existing DDC panel.
- ┆ Modify programming, point database.
- ┆ Point database, commissioning, graphics.
- ┆ As-builts.
- ┆ 1 year warranty

This proposal excludes:

- ┆ .
- ┆ Any power wiring.
- ┆

---

Total Quote Price : \$2,980

Applicable sales taxes are not included in this proposal. Sales tax will be billed at the time of invoicing as required by state law.

Siemens standard Terms & Conditions are applicable to this proposal. If this proposal addresses a Change Order to an existing project, the Terms & Conditions in effect for the existing Contract & Project (referenced above) are applicable to work covered by this proposal. Any modifications to either Terms & Conditions format, or project related circumstances effecting Siemens ability to efficiently execute this work as planned, that become evident after the date of this proposal, will cause us to re-evaluate our costs of implementation. If that exercise indicates a cost change to Siemens, we reserve the right to re-quote this work to reflect the impact of those altered job conditions.

CUSTOMER REPRESENTATIVE

ACCEPTED:

Siemens Industry, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# RESOLUTION

Page 1 of 2

Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

- Council Member HORBACZ, Cody J.
- Council Member JENNINGS, Stephen A.
- Council Member MACALUSO, Teresa R.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating & Cooling, Inc. in the amount of \$668,000 for Plumbing/Fire Protection for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the amount of \$64,810.75 for work on the sprinkler system, surface mounted drinking fountains, PVC plumbing, eliminating sensor activated flush valves, and eliminating sensor activated lavatory faucets, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$9,388.48 to install utilities for the elevator sump pit, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 3 in the amount of \$6,723.15 to enclose an area of the main walkway on the second floor, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 4 in the amount of \$4,219.88 to relocated the roof drains in the bathhouse, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 5 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 6 in the amount of \$3,553.13 for replacement of an existing circulation pump and to re-pipe tempered water lines to the shower fixture, and

WHEREAS on April 19, 2016, City Council approved Change Order No. 7 in the amount of \$13,404.27 for repair of frozen waterlines, installation of a 1” waterline to provide hot reverse osmosis water to the zamboni room, installation of domestic hot and cold water drops in the zamboni room, addition of a domestic water line for the coffee maker in the concession area, and to reconnect the gas piping after National Grid upgraded the gas meter/valving, and

**RESOLUTION**

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Council Member HORBACZ, Cody J.

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Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 8 for in the amount of \$23,697.38 for relocating gas piping on the bathhouse,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 8, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating & Cooling, Inc. in the amount of \$23,697.38 as described above bringing the total contract amount to \$793,797.04 for the Watertown Municipal Arena Renovation Project, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

**Seconded by**

**LAWMAN HEATING & COOLING, INC.**  
HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646 2920

28 September 2016

City Engineer  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

Attn: Justin Wood

Re: Watertown Municipal Arena Renovations  
Watertown, NY  
LHC #540 - HVAC

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

**Additional Work – Modifications to the gas piping system**

Material:	
Pipe, fittings, etc.	7,017.60
Equipment-Lift:	2,415.00
Labor:	
Pipefitter	
182.4 hrs. @ 61.26	<u>11,173.82</u>
Subtotal	<u>20,606.42</u>
15% OH & P	<u>3,090.96</u>
Total	\$23,697.38

If you should need any additional information, please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Kyle Lawler  
Project Manager

**LABOR RATE WORKSHEET**

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	9/28/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	<b>Plumber / Pipefitter</b>	
{T&M Only} Item No. _____		REGULAR	PREMIUM TIME
{T&M Only} Employee Name: _____		BASE RATE	BASE RATE
{T&M Only} Soc. Sec. No. _____			

A. WAGE RATE PER HOUR	<b>\$30.19</b>	<b>\$45.28</b>
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BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour		
Vacation & Holiday					
Health & Welfare					
Pension					
Annuity					
Education / Apprentices Training					
Supplemental Unemployment					
Security Fund					

B. TOTAL BENEFITS PER HOUR	<b>\$20.61</b>	<b>\$20.61</b>
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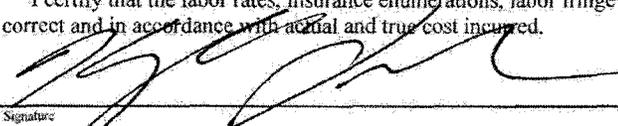
PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
All benefits are paid directly to Employee.		
Only benefits identified by * above are paid directly to Employee.	<b>\$30.19</b> times	<b>34.65</b> % =
	<b>\$10.46</b>	<b>\$15.69</b>

D. TOTAL LABOR RATE (A+B+C)=	<b>\$61.26</b>	<b>\$81.58</b>
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E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.



Signature: \_\_\_\_\_

**Kyle Lawler**

Project Manager

Print Title: \_\_\_\_\_

Sworn before me

\_\_\_\_\_  
Notary Public

# Material

Item CSI	Description	Takeoff Qty	Unit	Mat \$/Unit	Mat r	Mat Total	Mat Supplier
15060300	Pipe and mechanical roof support, pipe support, roller type, up to 10' off roof, up to 2-1/2" Dia	40.0	EA	50.00		2,000.00	
15107620	Pipe, steel, galvanized, threaded, 1", schedule 40, Spec. A-53, includes coupling and clevis hanger assem	110.0	LF	6.10		671.00	
15107620	Pipe, steel, galvanized, threaded, 1-1/2", schedule 40, Spec. A-53, includes coupling and clevis hanger as	30.0	LF	9.05		271.50	
15107620	Pipe, steel, black, welded, 2-1/2" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly	130.0	LF	12.65		1,644.50	
15107620	Pipe, steel, black, welded, 3" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly, siz	100.0	LF	15.40		1,540.00	
15107620	Pipe, steel, black, welded, 4" diameter, schedule 40, Spec. A-53, includes yoke & roll hanger assembly, siz	10.0	LF	21.50		215.00	
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1"	8.0	EA	7.05		56.40	
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1-1/2"	4.0	EA	13.80		55.20	
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 2-1/2" pipe size, include	8.0	EA	27.50		220.00	
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 3" pipe size, includes 1	2.0	EA	29.00		58.00	
15107660	Tee, steel, carbon steel, black, straight, butt weld, standard weight, 3" pipe size, includes 1 weld per joint a	2.0	EA	84.00		168.00	
15107660	Tee, steel, carbon steel, black, straight, butt weld, standard weight, 4" pipe size, includes 1 weld per joint a	1.0	EA	118.00		118.00	
Grand Total						7,017.60	

# Equipment

Item CSI Description	Takeoff Qty	Unit	Equip Mix	Equip Prod	Equip Prod Unit	Equip \$/Unit	Equip Hours	Equip Rate	Equip Total
15107620 Pipe, steel, black, welded, 2-1/2" diame	130.0	LF	Equip Q15	0.1707	hour / LF	1.180	22.19	6.91	153
15107620 Pipe, steel, black, welded, 3" diameter,	100.0	LF	Equip Q15	0.1866	hour / LF	1.290	18.66	6.91	129
15107620 Pipe, steel, black, welded, 4" diameter,	10.0	LF	Equip Q15	0.2170	hour / LF	1.500	2.17	6.91	15
15107660 Elbow, 90 Deg., steel, carbon steel, bla	8.0	EA	Equip Q15	0.9982	hour / EA	6.900	7.99	6.91	55
15107660 Elbow, 90 Deg., steel, carbon steel, bla	2.0	EA	Equip Q15	1.1429	hour / EA	7.900	2.29	6.91	16
15107660 Tee, steel, carbon steel, black, straight,	2.0	EA	Equip Q15	2.0036	hour / EA	13.850	4.01	6.91	28
15107660 Tee, steel, carbon steel, black, straight,	1.0	EA	Equip Q15	2.6691	hour / EA	18.450	2.67	6.91	18
Lift Rental	1.0	Isum				2,000.000			2,000
Grand Total							59.97	40.26	2,415

Labour

Item CSI	Description	Takeoff Qty	Unit	Labor Hours
15060300	Pipe and mechanical roof support, pipe support, rolle	40.0	EA	31.9
15107620	Pipe, steel, galvanized, threaded, 1", schedule 40, S	110.0	LF	16.6
15107620	Pipe, steel, galvanized, threaded, 1-1/2", schedule 40	30.0	LF	6.0
15107620	Pipe, steel, black, welded, 2-1/2" diameter, schedule	130.0	LF	44.3
15107620	Pipe, steel, black, welded, 3" diameter, schedule 40,	100.0	LF	37.2
15107620	Pipe, steel, black, welded, 4" diameter, schedule 40,	10.0	LF	4.3
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threa	8.0	EA	4.9
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threa	4.0	EA	3.2
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radiu	8.0	EA	18.1
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radiu	2.0	EA	4.6
15107660	Tee, steel, carbon steel, black, straight, butt weld, sta	2.0	EA	8.0
15107660	Tee, steel, carbon steel, black, straight, butt weld, sta	1.0	EA	5.3
Grand Total				182.4

Subcontractor

Item CSI	Description	Takeoff Qty	Unit	Subs Prod	Subs Prod Unit	Subs Hours	Subs \$/Unit	Subs Total	Subs Name
	siemens boiler add	1.0	sum				3,500.00	3,500.00	
Grand Total								3,500.00	



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: September 28, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Change Orders

The following memorandum summarizes a series of change orders (CO) which have affected the contract price of the Arena Renovation project, and require City Council approval. **The CO's being presented at this time result in a net increase of \$111,774.82 bringing the total contract amount to \$9,604,275.16.**

The original contracts awarded and previously approved change orders for the Arena Renovation project are as follows:

**Contract 1 – General Contract (GC)**

Bette & Cring

Base Bid                   \$6,268,000.00

Current Contract = \$6,518,937.39

**CO 1-011           + \$ 88,077.44**

New Contract       = \$6,607,014.83

**Contract 2 – Mechanical Contract (MC)**

Lawman Heating and Cooling, Inc.

Base Bid                   \$1,229,000.00

Current Contract = \$1,236,003.55

**Contract 3 – Plumbing Contract (PC)**

Lawman Heating and Cooling, Inc.

Base Bid                   \$ 668,000.00

Current Contract = \$ 770,099.66

**CO 3-008           + \$ 23,697.38**

New Contract       = \$ 793,797.04

**Contract 4 – Electrical Contract (EC)**

Lawman Heating and Cooling, Inc.

Base Bid                   \$ 976,000.00

Current Contract = \$ 967,459.74



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

The Original Base Bid award total:	\$9,141,000.00
The Current Contract amount total:	\$9,492,500.34
<b>The New Contract amount total:</b>	<b>\$9,604,275.16</b>

The revised contract amount equates to a total increase of 5.1% or \$463,275.16 over the original base bid award.

This round of change orders is largely related to modifications which are necessary to protect rooftop HVAC equipment, roof vents, and the dry cooler from sliding snow. During this past winter, several vents on the sloped roof were damaged, a gas line was broken, and a couple vents on the bathhouse roof were covered in snow which slid off the sloped roof. It is evident the Engineer of Record, did not fully address the sliding snow impacts in the design, thus we are forced to make modifications to provide protection.

Work to be performed includes:

- Installion of a snow guard system on the sloped roof to provide protection to pedestrians, vehicles, and HVAC equipment from sliding snow.
- Relocate gas lines on the bathhouse roof away from the sloped roof, and replace pipe supports with more a rigid style. Existing gas piping and supports were damaged last winter from sliding snow.

One non snow related issue also included in this round of change orders:

- Work necessary to prep walls in the Pool House, after the paint system specified by the consultant peeled, and was fixed by the contractor. The contractor absorbed the additional cost to repaint and materials, but is being reimbursed for the additional wall prep necessary to remove the non compatible paint system, and rough up the surface to accept new paint. This was not in the scope of work.

Please provide a resolution for Council consideration

cc: Amy Pastuf, Purchasing Manager  
Erin Gardner, Superintendent of Parks and Recreation  
Jim Mills, City Comptroller

# RESOLUTION

Page 1 of 4

To Settle Action to Review Real Property Assessment at 1014 Arsenal Street, Parcel No. 8-7-104

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

### *Introduced by*

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WHEREAS certain premises owned by AutoZone, Inc. in the City of Watertown at 1014 Arsenal Street, Parcel No. 8-7-104 on the assessment roll and map of the City (“AutoZone”) are assessed upon the assessment roll of the City for the payment of taxes starting with Tax Year 2014 as follows:

2014	\$1,142,700
2015	\$1,142,700
2016	\$1,196,000

and

WHEREAS AutoZone has heretofore duly instituted in the Supreme Court proceedings to review the assessment and the determination of the Board of Review of the City for Tax Years 2014, 2015, and 2016, and

WHEREAS the parties, after exchange of trial appraisals have agreed that the assessment shall be adjusted as follows:

2014	\$1,029,600
2015	\$1,029,600
2016	\$1,076,400

and

WHEREAS the parties have agreed that the assessment for Tax Years 2017 through 2019 shall be governed by NY RPTL §727, and

WHEREAS in consideration of the City adjusting and setting the assessment as set forth above, the Petitioner agrees not to commence tax assessment review proceedings pursuant to Article 7 of the RPTL in the State of New York or any under any other applicable provisions of

# RESOLUTION

Page 2 of 4

To Settle Action to Review Real Property Assessment at 1014 Arsenal Street, Parcel No. 8-7-104

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

law for Tax Years 2017 through and including 2019, except as otherwise authorized by RPTL §727, and

WHEREAS the City Assessor reserves the right to adjust the assessment on the subject property for Tax Years 2017 through and including 2019 as authorized by RPTL §727, and similarly, the Petitioners shall not be barred from challenging and/or commencing proceedings to review the assessment on the subject premises in those instances, and

WHEREAS a compromise and settlement of the aforesaid proceedings upon the above basis is deemed in the best interests of the respondents,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the City Attorneys for the City of Watertown be and are hereby authorized, empowered and directed to enter into a formal stipulation of settlement and discontinuance of the aforesaid proceedings with counsel for AutoZone on the following terms and conditions:

1. That the total assessment of the subject property owned by AutoZone, Inc. and known as Tax Parcel # 8-7-104 shall be reduced to \$1,029,600 for Tax Years 2014 and 2015 with rebates; and as so adjusted shall be finally fixed and determined and that the assessment roll be corrected as required.

2. That the total assessment of the subject property owned by AutoZone, Inc. and known as Tax Parcel # 8-7-104 shall be reduced to \$1,076,400 for Tax Year 2016 with rebates; and as applicable, and as so adjusted shall be finally fixed and determined and that the assessment roll be corrected as required.

3. That the total assessment of the subject property shall be unchanged for Tax Years 2017, 2018, and 2019, and as so adjusted shall be finally fixed and determined.

4. That the above adjustments for the rebates are made in consideration of the Petitioner’s agreement not to commence Tax Assessment Review Proceedings pursuant to Article 7 of the Real Property Tax Law of the State of New York or under any other applicable provisions of law for Tax Years 2017, 2018, and 2019 so long as the assessment is fixed as set forth above.

Resolution No.

October 3, 2016

# RESOLUTION

Page 3 of 4

To Settle Action to Review Real Property  
Assessment at 1014 Arsenal Street,  
Parcel No. 8-7-104

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.  
Total .....

YEA	NAY

5. The City reserves the right to adjust the assessment of the subject property as authorized by RPTL §727.

# RESOLUTION

Page 4 of 4

To Settle Action to Review Real Property Assessment at 1014 Arsenal Street, Parcel No. 8-7-104

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

6. In the instances specified at paragraph 5 above, the Petitioner reserves the right to challenge the assessment on the subject property as relates to RPTL §727.

7. That an Order of the Supreme Court shall be made and entered settling the aforesaid proceedings to reduce said assessment without costs to either party as against the other and upon such terms and conditions as are set forth above; and

BE IT FURTHER RESOLVED that the City Assessor, the City Attorneys, and all other municipal officers, agents or employees be and are hereby directed to do such acts and things that may be necessary to give full force and effect to the aforesaid settlement,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

**Seconded by**

Ord. No. 1

September 28, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Included in tonight's agenda were change orders related to the Arena rehabilitation project. If the change orders were approved by City Council it must also consider the bond ordinance amendment to fund the change orders.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Supplemental agreement #1-2	588,403	
-Change order #3	<u>6,260</u>	\$ 694,453
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-10	250,938	
-Change order #11	<u>88,077</u>	6,607,015
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-4	<u>7,004</u>	1,236,004
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	668,000	
-Change orders #1-7	102,100	
-Change order #8	<u>23,697</u>	793,797
Lawman Heating & Cooling (Electrical)	976,000	
- Change order #1-5	<u>(8,540)</u>	967,460
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	23,750	
-Change order #2	<u>23,737</u>	197,487
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		16,439
Air monitoring		7,358
Geotech services and hazardous material testing		8,200
Miscellaneous (water valve, stone, roof pull test, etc.)		35,000
Bonding fees		55,000
Contingency costs		<u>56,787</u>
Total Bond Ordinance		<u>\$ 10,850,000</u>

**ORDINANCE**

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Page 1 of 5

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on October 3, 2016, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by \_\_\_\_\_, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by Council Member \_\_\_\_\_, who moved its adoption, seconded by Council Member \_\_\_\_\_, to wit:

**BOND ORDINANCE DATED OCTOBER 3, 2016.**

WHEREAS, by ordinance dated April 19, 2016, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,700,000 bonds of said City to pay the costs of the \$10,700,000 estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York;

**ORDINANCE**

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Page 2 of 5

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
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 Total .....

YEA	NAY

WHEREAS, said April 19, 2016 ordinance amended an original bond ordinance dated March 17, 2014, which had also been amended March 30, 2015, June 15, 2015, September 21, 2015 and February 16, 2016;

WHEREAS, \$10,000,000 principal amount of such obligations have been issued under such ordinance as amended as of April 19, 2016; and

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design, reconstruction and expansion of the City's Fairgrounds Arena from \$10,700,000 to \$10,850,000, in both instances an increase of \$150,000 over that previously authorized;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

Section A. The title and Sections 1 and 2 of the ordinance of this Council previously amended by the ordinance dated and duly adopted April 19, 2016 authorizing the issuance of \$10,700,000 bonds to pay the estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$10,850,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN, RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY. “. . . .

“Section 1. For the specific object or purpose of paying costs of the design, reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$10,850,000 bonds of said City pursuant to the provisions of the Local Finance Law.

# ORDINANCE

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total .....

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$10,850,000 and that the plan for the financing thereof is by the issuance of the \$10,850,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any appropriations of current funds to pay part of the cost of the aforesaid specific object or purpose.

Section B. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- (2) The provisions of law which should be complied with at the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (3) Such obligations are authorized in violation of the provisions of the Constitution.

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This resolution is effective immediately.

Unanimous consent moved by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

\_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_  
 \_\_\_\_\_ VOTING \_\_\_\_\_

ORDINANCE

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
Council Member MACALUSO, Teresa R.  
Council Member WALCZYK, Mark. C.  
Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total .....

The ordinance was thereupon declared duly adopted.

\* \* \*

APPROVED BY THE MAYOR

\_\_\_\_\_, 2016.

Mayor

STATE OF NEW YORK )  
) ss.:  
COUNTY OF JEFFERSON )

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on October 3, 2016, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media      Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

# ORDINANCE

An Ordinance Amending the Ordinance Dated April 19, 2016, Authorizing the Issuance of \$10,700,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,850,000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total .....

YEA	NAY

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Noticed    Date of Posting

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on October \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk  
(CORPORATE SEAL)

*Seconded by*

Laid Over Under the Rules

September 22, 2016

TO: The Honorable Mayor Butler and City Council Members

FROM: Stephen A. Jennings, Councilman

SUBJECT: A Local Law Adopting Chapter 177 of the Code of the City of Watertown  
Entitled Rental Properties.

On September 19, 2016, City Council held a Public Hearing on Local Law No. 3 of 2016. The Local Law was Laid Over Under the Rules.

After taking into consideration the comments of my distinguished colleagues and the input received from the citizens, I have reworked some of the language in the Local Law to better reflect a less intrusive inspection policy. It is my hope that increased communications between the City and property owners will increase the public health, safety, and welfare to positively impact our community character, property values, and overall quality of life.

Attached for City Council consideration is a modified version of Local Law No. 3 of 2016.

LOCAL LAW

Page 1 of 2

A Local Law adopting Chapter 177 of the Code of the City of Watertown Entitled Rental Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

**Introduced by**

Council Member Stephen A. Jennings

A Local Law adopting Chapter 177 of the Code of the City of Watertown providing for the registration and inspection of residential rental properties.

WHEREAS the New York Municipal Home Rule Law permits the adoption of Local Laws by a City in furtherance of the health, safety and welfare of the residents of the City, and

WHEREAS residential properties are significant assets and represent a critical investment in the City of Watertown because of their impact on community character, property values and overall quality of life, and

WHEREAS the U.S. Census Bureau estimates that 60% of City of Watertown residents rent their dwellings, and

WHEREAS to maintain the quality of City neighborhoods and facilitate proactive code enforcement, the City must be able to efficiently communicate with property owners regarding maintenance and property conditions, and

WHEREAS in instances when residential properties are rented to others, rather than owner-occupied, the City Council has determined that accurate and current contact information is needed to facilitate timely communication with property owners regarding potential issues related to property conditions and/or violations of the City Code and/or the laws of the State of New York, and

WHEREAS the City Council has also determined that an inability to make timely contact with the owners of such residential rental properties may result in extended physical deterioration of housing stock and/or substandard living conditions for City residents, and

WHEREAS the City Council finds that establishing registration and inspection requirements for rental properties is in the best interest of public health, safety, and welfare and that the good order and governance of the City will be promoted and enhanced by the enactment of registration and inspection requirements for such rental properties and their owners through the adoption of these provisions, and

LOCAL LAW

Page 2 of 2

A Local Law adopting Chapter 177 of the Code of the City of Watertown Entitled Rental Properties

Council Member HORBACZ, Cody J.  
 Council Member JENNINGS, Stephen A.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark C.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

BE IT ENACTED by the City Council of the City of Watertown, New York as follows:

Chapter 177 of the Code of the City of Watertown, entitled "Rental Properties" shall be adopted as attached to this Local Law, and

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon filing with the New York Secretary of State.

*Seconded by* Council Member Teresa R. Macaluso

**CITY OF WATERTOWN, NY**

**RENTAL PROPERTIES**

**CHAPTER 177**

**ARTICLE I**

**~~CERTIFICATE OF INSPECTION AND MAINTENANCE COMPLIANCE OF  
RESIDENTIAL RENTAL PROPERTIES~~**

**RESIDENTIAL RENTAL PROPERTIES – REGISTRATION AND INSPECTION**

- Section 177-1 Legislative Intent.**
- 177-2 Definitions.**
- 177-3 Exceptions.**
- 177-4 Applicability; more restrictive provisions to prevail.**
- 177-5 Rental occupancy registration required.**
- 177-6 Application for rental ~~occupancy~~ registration.**
- 177-7 Responsibilities and protection of tenants.**

**ARTICLE II**

- Section 177-8 Registration Application Fees.**
- 177-9 Review of application.**
- 177-10 Term of **C**ertificate of **R**egistration.**
- 177-11 Record of registrations.**
- 177-12 Presumptions applicable to rental registration enforcement and prosecutions.**
- 177-13 Registration effective date and deadline**

**ARTICLE III**

- Section ~~177-13 Registration effective date and deadline.~~**

**177-14 Procedures to Obtain Voluntary Certificate of Inspection and Maintenance Compliance.**

**177-15 Inspection Procedures.**

**ARTICLE IV**

**Section 177-16 Penalties for offenses.**

**ARTICLE V**

**Section 177-17 Severability.**

## ARTICLE I

### CERTIFICATE OF INSPECTION AND MAINTENANCE COMPLIANCE

#### § 177-1. Legislative intent.

- A. Residential properties are significant assets and represent a critical investment in the City of Watertown because of their impact on community character, property values and overall quality of life. To maintain the quality of City neighborhoods and facilitate effective code enforcement, the City must be able to efficiently communicate with property owners regarding maintenance and property conditions.
- B. In instances when residential properties are rented to others, rather than owner-occupied, the City Council has determined that accurate and current contact information is needed to facilitate timely communication with property owners regarding potential issues related to property conditions and/or violations of the City Code and/or the laws of the State of New York. The City Council has also determined that an inability to make timely contact with the owners of such residential rental properties may result in extended physical deterioration of housing stock and/or substandard living conditions for City residents. The City Council finds that establishing registration and **voluntary** inspection requirements for rental properties, is in the best interest of public health, safety, and welfare and that the good order and governance of the City will be promoted and enhanced by the enactment of registration and inspection requirements for such rental properties and their owners through the adoption of the provisions set forth in this chapter.

#### § 177-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **CODE ENFORCEMENT OFFICIAL**

The Code Enforcement Official shall be the City's Code Enforcement Supervisor as described at Article II of Chapter 120 of the Code of the City of Watertown as the same may, from time to time, be amended. Such Official shall have additional duties of registration and inspection, and issuance of Certificates of Inspection and Maintenance Compliance pursuant to this Chapter, and is hereby authorized and directed to enforce the provisions of this Chapter.

The Code Enforcement Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this Chapter, but shall not have the effect of waiving requirements specifically provided for in this Chapter.

**DEPARTMENT**

Bureau of Code Enforcement.

**DWELLING UNIT**

A structure or building, or any part thereof, equipped with bathing room(s), and areas or rooms for cooking, dining, living and sleeping, occupied or to be occupied by one or more persons as a home or residence.

**OWNER**

The person, persons, or entity that has fee simple title or comparable rights to a dwelling unit or of a property including one or more dwelling units.

**RENT**

A return, in money, property or other valuable consideration (including payment in kind or services or other thing of value), for use and occupancy or the right to the use and occupancy of a dwelling unit, whether or not a legal relationship of landlord and tenant exists between the owner and the occupant or occupants thereof.

**RENTAL DWELLING UNIT**

A dwelling unit established, occupied, used or maintained for rental occupancy in a one, two, or multi-family home, equipped with bathing room(s), and areas or rooms for cooking, dining, living and sleeping, occupied or to be occupied by one or more persons as a home or residence.

**RENTAL OCCUPANCY**

The occupancy or use of a dwelling unit by one or more persons other than the owner as a home or residence under an arrangement whereby the occupant or occupants thereof pay rent for such occupancy and use. There is a rebuttable presumption that any occupancy or use of a dwelling unit is to be deemed a rental occupancy if the owner of the structure or building containing the dwelling unit does not reside in the same structure or building.

**RENTAL PROPERTY**

A property upon which is located a building or buildings or structure or structures which include one or more rental dwelling units.

**§ 177-3. Exceptions.**

A. Rental Registration and Inspection Exceptions. The rental registration and inspection requirements of this chapter shall not apply to owner-occupied one-family dwellings, hotels and motels, nursing homes, hospitals, adult homes, assisted living facilities, hospice residences, and other licensed residential health care facilities. Otherwise, all other dwelling units rented that are equipped with bathing room(s), and areas or rooms for cooking, dining, living and sleeping, occupied or to be occupied by one or more persons as a home or residence must be registered with the City.

- B. **Voluntary** Inspection Exceptions. The **voluntary** inspection **aspects** of this chapter shall not apply to owner-occupied dwellings; multi-family dwellings owned by a duly established public housing authority or leased directly to the U.S. Government; any federal, state, or locality-owned or managed buildings, Section Eight, and other subsidized housing subject to other inspection requirements; and any newly built and renovated housing receiving a Certificate of Occupancy within the preceding five years that has been approved for occupancy by the Code Enforcement Official.

§ 177-4. Applicability; more restrictive provisions to prevail.

- A. Scope. This chapter shall apply to all rental dwelling units located within the City, with the exception of those delineated in § 177-3B.
- B. Applicability. The provisions of this chapter shall be deemed to supplement applicable state and local laws, ordinances, codes, rules and regulations, and nothing in this chapter shall be deemed to abolish, modify, limit, impair, supersede or replace any existing requirements of, or remedies under, any other applicable federal, state or local statute, laws, ordinances, codes, rules or regulations. In case of conflict between any provision of this chapter and any applicable federal, state or local statute, law, ordinance, code, rule or regulation, the more restrictive or stringent provision or requirement shall prevail. The acceptance of any registration, the filing of any application under this chapter or other compliance with the requirements of this chapter shall not cause, or be deemed to cause, any circumstance, condition, status, action, or statement of facts that is otherwise illegal, unlawful or noncompliant under any federal, state or local statute, law, ordinance, code, rule or regulation, including, but not limited to, the City Code, to become or be deemed to be lawful, legal or in compliance.

§ 177-5. Rental occupancy registration required.

It shall be unlawful and a violation of this chapter for any owner of any rental property or rental dwelling unit in the City to establish, maintain, use, let, lease, rent or suffer or permit the occupancy and use thereof as a rental occupancy without first obtaining and thereafter maintaining in full force and effect a Certificate of ~~Inspection and Maintenance Compliance~~Registration from the City, as herein provided.

§ 177-6. Application for rental ~~occupaney~~ registration.

- A. Application for a Certificate of ~~Inspection and Maintenance Compliance~~Registration of a rental ~~occupaney and/or for a rental~~ dwelling unit shall be made in writing on a required form provided by and to be filed with the Department for that purpose. A separate application shall be made for each building or structure containing one or more rental dwelling units. In the event that any rental dwelling unit or rental property is owned by more than one person, the application shall be executed by each such owner. In those instances in which it is owned by a business entity, the application shall be executed by the chief executive officer of such entity (e.g., president, general partner, managing member). Such application shall contain the following information:

- (1) The name, address (both street address and any post office address), telephone and facsimile numbers, and e-mail address, if any, of each owner.
- (2) The street address of the rental property, including the apartment or unit number of the rental dwelling unit(s), if any.
- (3) If the rental dwelling unit is occupied as of the date the application is filed with the Department.
- (4) A description of the building or structure, including the number of rental dwelling units in the building or structure.

B. Designation of a Managing Agent. If the owner of the rental dwelling unit does not live within and/or maintain an office or a place of business within Jefferson County, a managing agent must be designated. The name, address (street address and any post office address), telephone and facsimile numbers and e-mail address of the local managing agent or agents or operator of each such intended rental property shall be provided. The agent shall be a person eighteen (18) years of age or older, who resides within the County of Jefferson, New York, or conducts a business, the main office or branch of which is located in the County of Jefferson. The agent shall be designated by such owner as in control of and responsible for the maintenance and operation of such dwelling and who shall be designated as the person upon whom process and other notice may be served on behalf of the owner.

C. Conditions to be met; acknowledgement.

- (1) Such application shall include an acknowledgement by the owner affirming that rental dwelling unit(s) meet the following conditions:
  - (a) Rental properties and all rental dwelling units thereon shall comply with all applicable federal, state or local statutes, laws, ordinances, codes, rules or regulations, including the applicable provisions of the New York State - adopted rules of the International Code Council (ICC), as the same may, from time to time be amended.
  - (b) Operational smoke and carbon monoxide detectors as required by the ICC.
  - (c) Exterior walls, including foundations, shall be maintained. All exterior walls and foundations must be free of holes and crevices.
  - (d) Exterior doors, windows, skylights and similar openings shall be maintained secured and weathertight.
  - (e) Exterior stairs, porches, entrance platforms, fire escapes and the railings thereon shall be maintained in a safe and sound condition.
  - (f) Roofs shall be maintained in a weathertight condition, secured by normal means.

- (g) Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions.
  - (h) Exterior surfaces shall be maintained in good condition.
  - (i) Interior living spaces, including kitchen(s), bathroom(s) and bedroom(s), are in compliance with the ICC.
  - (j) Operable heating system.
- (2) The acknowledgement will also affirm that the owner has received and read the following portions of the City Code and understands the obligation and responsibility to comply with all applicable state and local laws, including but not limited to:
- (a) Chapter **98**, Brush, Grass and Weeds.
  - (b) Chapter **161**, Garbage, Rubbish and Refuse.
- D. Such application shall be signed by the owner(s).

§ 177-7. Responsibilities and protection of tenants.

In addition to any other responsibilities of occupants referred to in this chapter, the occupants shall be required to comply with these provisions:

- A. Maintenance of property in sanitary condition.
  - (1) Every occupant of a dwelling or a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit or premises which he or she occupies and controls.
  - (2) None of the responsibilities of occupants specified in this section shall relieve the owner of his or her responsibility to maintain those parts of a rental unit which are part of the permanent or semi-permanent construction of the unit or dwelling in whole or in part in a clean, orderly and sanitary condition.
- B. Liability for violations.
  - (1) Every occupant of a dwelling unit shall be liable for a code violation as well as for any damage caused by his or her own willful act, omission, assistance, or negligence or that of any member of his or her family, or household guests if such damage results in, or contributes to, a violation of the regulations of the ICC or provisions of the Code of the City of Watertown.
  - (2) In addition to any other penalty provided by law, a judge may, at the time of sentencing upon plea or conviction, order restitution pursuant to Subsection B(1) of this section as a condition of any sentence imposed. If such restitution is ordered, except for good cause shown, it shall be paid within 30 days of the date of the sentence.
  - (3) Nothing in this section shall be interpreted so as to diminish any other lawful remedy to recover for damages.

- C. Every occupant of a dwelling unit shall keep all plumbing, cooking, electric, and all other fixtures and facilities required by this Chapter in a clean and sanitary fashion and shall also be responsible for the exercise of reasonable care in the proper use and operation of such facilities.
- D. Every occupant shall keep exits from his or her dwelling unit clear and unencumbered.
- E. Retaliation against occupants.
  - (1) No owner, occupant, contractee, mortgagee, designated manager, or any other person, firm or corporation directly or indirectly in control of a building governed by this chapter shall threaten or otherwise retaliate against any occupant who has not committed a breach of the lease of contract of rental, for reporting in good faith of the existence of any violation of the provisions of this chapter or any other applicable laws, statutes, ordinances or regulations, or for, in good faith, availing himself or herself of any legal remedy to secure or enforce rights under his or her lease or agreement, or provided by law.
  - (2) No owner, occupant, contractee, mortgagee, designated manager, or any other person, firm or corporation directly or indirectly in control of a building or a part thereof shall threaten or otherwise retaliate against any occupant who lives in a dwelling or dwelling unit where the Department has initiated action by giving notice to the owner or persons responsible for the dwelling because the Department believes there has been a violation of any provision of this chapter.
  - (3) No owner, occupant, mortgagee, designated manager, or any other person, firm or corporation directly or indirectly in control of a building or a part shall threaten or otherwise retaliate against any occupant who has exercised any of his or her rights as described in this chapter.
  - (4) The defense of retaliatory action may be raised by the occupant in an eviction action, summary proceeding or other action relating to the right of the occupant to remain in possession of premises.

## **ARTICLE II**

### § 177-8. Registration application fees.

- A. Registration application fee. A nonrefundable registration application fee shall be paid to the City upon filing each application for a certificate of registration of a rental occupancy and/or for a rental dwelling, in an amount to be set from time to time by the City Council by resolution. The City Council resolution may, in its discretion, but subject to applicable law, establish a schedule or schedules setting different application fees for different categories of applicants or properties.
- B. The fees required by this section shall be waived for any applicant that demonstrates to the satisfaction of the Code Enforcement Official that it is a not-for-profit housing development corporation organized under the laws of the State of New York and that it is

providing housing for senior citizens or other designated special populations subject to income guidelines established by either federal or state regulation.

§ 177-9. Review of application.

The Code Enforcement Official shall review each application for completeness and accuracy. The Code Enforcement Official shall also review all available information to confirm that the rental property and all rental dwelling units thereon are in compliance with the ICC or provisions of the Code of the City of Watertown at the time the application is made. The application shall be accepted and a Certificate of Registration shall be issued if, based on all such available information, such application is found to be complete and accurate. Notice to the owner of acceptance or rejection of the application shall be made in writing.

§ 177-10. Term of Certificate of Registration.

A Certificate of Registration pursuant to this chapter shall be valid for as long as the information in the application remains complete and accurate, but in no case for more than a period of three (3) years from the date on which the certificate is issued. The owner shall file with the Department a new application in accordance with the requirements of this chapter a) no less than 60 days prior to 1) the expiration of the then current certificate or 2) if sooner, the date set forth in any contract of sale for the closing of transfer of title to the rental dwelling unit or rental property; or b) except for any change in the information provided in the application pursuant to § 177-6A(3), in the event that the prior application is no longer complete or accurate, within 30 days following the occurrence of the event or change in circumstances requiring the updating of such information. In the event a new application is not filed if and when required pursuant to Item a)2) or b) of this § 177-10, the existing certificate of registration shall be null and void.

§ 177-11. Record of registrations.

It shall be the duty of the Code Enforcement Official to maintain a record of registrations pursuant to this chapter. Such register shall be kept by owner name and by street address, showing the name and address of the owner, the number of rental dwelling units at such street address, and the date of expiration of registration for such property. Each application shall be maintained in accordance with all record retention requirements applicable to the City and shall be subject to public disclosure, inspection and copying in accordance with the requirements of the applicable law of the State of New York.

§ 177-12. Presumptions applicable to rental registration enforcement and prosecutions.

- A. Within the context of this chapter, the presence or existence of any one of the following shall create a rebuttable presumption that a premises is being used as a rental property or a rental dwelling unit:
  - (1) There exists a written or oral lease or rental arrangement, payment or agreement for all or any portion of any building or structure located on the property by and between the owner and any tenants, occupants and/or other persons or entities in possession thereof.

- (2) The property is occupied by someone other than the owner, and the owner represents in writing or otherwise, to any person or establishment, business, institution or government agency, that the owner resides at an address other than the rental property.
  - (3) Utilities, cable, phone or other services are in place or requested to be installed or used at the premises or any portion thereof in the name of someone other than the owner.
  - (4) There are separate entrances for segregated parts of any building or structure located on the property.
  - (5) There are partitions or internal doors which may serve to bar access between segregated portions of any building or structure located on the property, including but not limited to bedrooms.
  - (6) Any occupant or person in possession thereof does not have unimpeded and/or lawful access to all dwelling units in a building or structure.
  - (7) Two or more complete dwelling units, as defined herein or in the Residential Code of New York State, exist in any building or structure located on the property.
  - (8) A premises has been advertised in any newspaper, magazine, local advertising publication, or posted or billed as being available for rent.
- B. The presumptions set forth above, subject to the limitations contained therein, shall also be applicable to enforcement and prosecution of illegal residential use and occupancy violations under other articles of the City Code.
- C. Nothing herein shall be construed to prevent persons living together with any owner as a two-family unit as defined by the City Code.

§ 177-13. Registration effective date and deadline.

The rental registration portions of this Chapter shall be effective beginning January 1, 2018 for all owners in the City of Watertown, Jefferson County, New York. All owners in the City of Watertown must register their property/rental dwelling unit(s) as required by this section on or before June 30, 2018.

**ARTICLE III**

§ 177-14. Procedures to Obtain Voluntary Certificate of Inspection and Maintenance Compliance.

- A. **Voluntary Inspections.** After July 1, 2018, upon the request of any rental unit owner, managing agent, or tenant, the Code Enforcement Official shall have authority to inspect the subject rental property/rental dwelling unit(s). In doing so, the Code Enforcement

Official shall be entitled to rely upon the representation of said owner or managing agent that the inspection of any occupied unit is with the consent of the tenant.

Upon successful inspection, a Certificate of Inspection and Maintenance Compliance will be issued.

- B. A Certificate of Inspection and Maintenance Compliance issued under (A) above will be valid for three (3) years from the last day of the month in which it is issued, and therefore must be kept current to be effective.

§ 177-15. Inspection Procedures.

- A. Inspection Procedures. A Certificate of Inspection and Maintenance Compliance may only be obtained after an inspection of the dwelling, including all dwelling units, by the Code Enforcement Official or his or her deputies. Either a Certificate of Inspection and Maintenance Compliance or a Notice of Violation shall be issued within fifteen (15) days after the date of such inspection.

If violations are found during the inspection, such violations shall be corrected, or the dwelling unit vacated, within a period of time ranging from ten (10) days to six (6) months, depending on the severity of the violation and the physical requirements necessary to remedy such violations, as determined by the Code Enforcement Official.

A reinspection may be conducted at any time during the period of the Certificate of Inspection and Maintenance Compliance, with a minimum of ten (10) days notice to the owner or his agent, if a signed complaint of non-compliance is received from a person or persons renting a dwelling unit, or upon less notice if deemed necessary by the Code Enforcement Official in case of emergency. Such reinspection shall have the same force as the original inspection.

An owner's refusal to permit ~~inspection or reinspection shall be deemed a surrender of any previously issued Certificates, and shall preclude the issuance of an original Certificate.~~ inspection of a tenant's rental unit shall be admissible as evidence of a breach of the warranty of habitability in any action by the landlord for remedy under the lease or to recover real property in a special proceeding under the provisions of the N.Y. Real Property Actions and Proceedings Law."

- B. Posting of Certificate of Inspection and Maintenance Compliance. The Certificate of Inspection and Maintenance Compliance issued pursuant to this Chapter shall be posted in a conspicuous place in the dwelling upon its issuance. The Certificate shall be valid for a period of three (3) years from the date of issuance unless a reinspection discloses violations. Upon correction of the violations, the Certificate shall then be valid for the remainder of the original period of issuance.

**ARTICLE IV**

§ 177-16. Penalties for offenses.

- A. Any rental dwelling unit not registered pursuant to the provisions of this Chapter shall not, after June 30, 2018, be offered for rental. Any owner whose failure to comply with the provisions of this chapter results in legal action by the City to either compel compliance or to enjoin occupancy shall be liable to the City, as part of any judgment obtained by the City, for the City's costs, including reasonable attorney's fees, in obtaining such judgment.

## ARTICLE V

### § 177-17. Severability.

If any clause, sentence, paragraph, section or part of this chapter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in said judgment.

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CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: September 26, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Proposed 2017 Sidewalk Program District #12

The Engineering Department has evaluated potential areas for the Summer-Fall 2017 Sidewalk Program (SWP) District #12, and would like concurrence from City Council on the recommended district prior to proceeding with detailed inspections and reports.

In recent years, the SWP primarily focused on areas near schools, churches, and high pedestrian traffic. Council has discussed opportunities to have the SWP follow the City's CHIPS paving program recently too. The attached map highlights three (3) potential SWP districts, and City blocks where residents have made requests to be included in future districts.

As the SWP funding levels decreased from its inception in 2004, so have the size of the districts which can be improved. Fortunately, another funding source for sidewalk improvement projects has been made available through the City's Community Development Block Grant (CDBG) funds. Smaller SWP districts require less time to complete, and provide an opportunity for the City to use the SWP forces to complete the CDBG sidewalk improvement projects. Using City forces reduces labor costs, and allows more money to be spent on materials and therefore more square footage of new sidewalk. Assuming the SWP forces are tasked with another CDBG project in 2017, and the SWP budget remains at \$125,000, the size of the SWP district is limited in size to roughly 12,000 – 15,000 square feet (sf). As you will see in the attached map, three options are highlighted which either follow recent CHIPS paving projects, or follow high pedestrian areas.

Option #1 – Lynde St. East, Mundy St., Lansing St.

This option targets a consistently high pedestrian traffic area where previous requests have been made.

Option #2 – Meadow St. South

This option would follow recent paving work on Meadow Street South, and provide an improved connection from Coffeen St. to Arsenal St. It would require a street closure between Stone St and Arsenal St to complete, and present a more challenging project for the SWP crews.

Option #3 – Pearl Ave., Fairmont Ave., Gill St.

This option would also follow recent paving work on Pearl Ave., and Gill St., and pick up sidewalks on Fairmont St., where a request was made. It would also tie into the recent sidewalk improvements on Ohio St. and Columbia St. neighborhoods, thus providing a connected network of improved sidewalks.

2017 CDBG Sidewalk Improvement Project

The attached map shows the proposed 2017 Huntington Street Sidewalk – Phase 2A project, which stretches from Logan St. to Michigan Ave. North, and totals approx. 5,650 sf.

In addition to what area will be selected for SWP District #12, the rate charged to property owners should be addressed. The current rate is \$5.75/SF, after the increase from the previous rate of \$5.25/SF for the 2015 SWP District #10. Last year, Council opted to not increase the rate to the suggested \$6.50/SF. That rate increase was proposed to bring the program back in line with the original cost distribution the SWP was conceived upon. Under this distribution, the City could expect to recover approximately 75% of the costs of the program, from the special assessment charge to property owners. The cost recovered by the City is currently less than 70%. If the rate is increased to \$6.50/SF, the cost distribution would return to an approximately 75% property owner, 25% City split.

Approximately 11,740 SF of the 14,632 SF sidewalk installed in last year's district was chargeable. Based on a cost analysis of SWP District #11, it costs the City approximately \$8.45/SF of chargeable sidewalk. This includes demolition work, rock removal, curb work, handicap ramps, driveway paving, topsoil, and seeding. The square foot costs vary year to year based on staffing, weather, and the number of no charge blocks installed amongst other reasons.

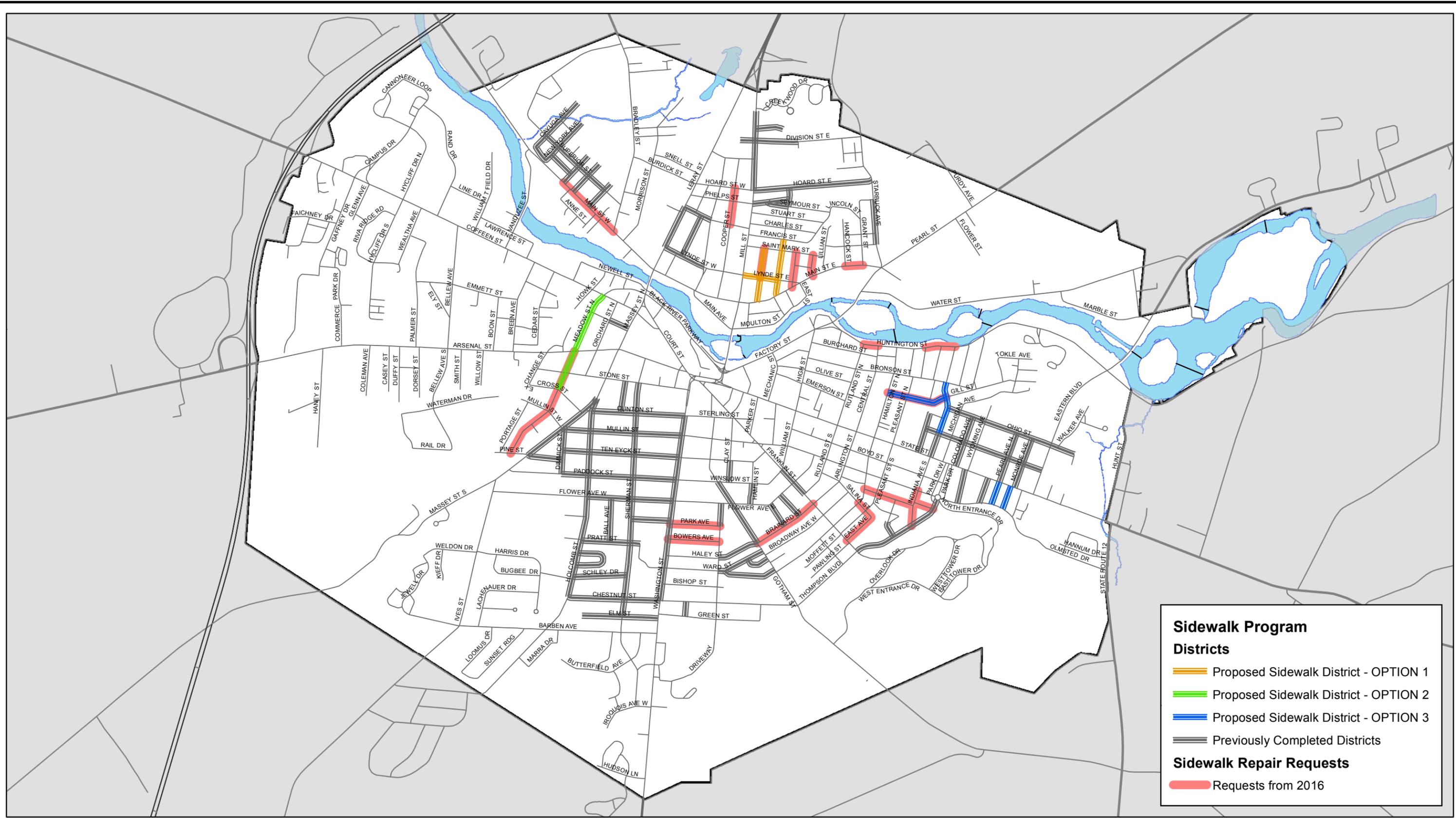
As a basis for comparing the existing rate of \$5.75/SF versus the proposed rate of \$6.50/SF, I will use an average lot width of 50'-75'. Assuming all the sidewalks along the property were defective, which is actually quite uncommon, this would equate to 200-300 SF of sidewalk replacement.

@ \$5.75/SF	200-300 SF sdwk replaced	Charge to Property Owner = \$1,150 - \$1,725
@ \$6.50/SF	200-300 SF sdwk replaced	Charge to Property Owner = \$1,300 - \$1,950

**Difference of Charge to Property Owner with 75 Cent Rate Increase = \$150 - \$225**

Once the SWP District #12 area is selected, staff will begin a detailed sidewalk inspection and report for Council's review. When Council reviews the report, at likely a November Council meeting, they will also schedule the Public Hearing at which the Sidewalk Assessment Rate is set. This Public Hearing is typically held early in January or February.

Cc: Jim Mills, City Comptroller



**Sidewalk Program**

**Districts**

- Proposed Sidewalk District - OPTION 1
- Proposed Sidewalk District - OPTION 2
- Proposed Sidewalk District - OPTION 3
- Previously Completed Districts

**Sidewalk Repair Requests**

- Requests from 2016

Revision:	Description of Revision:	Date:	By:

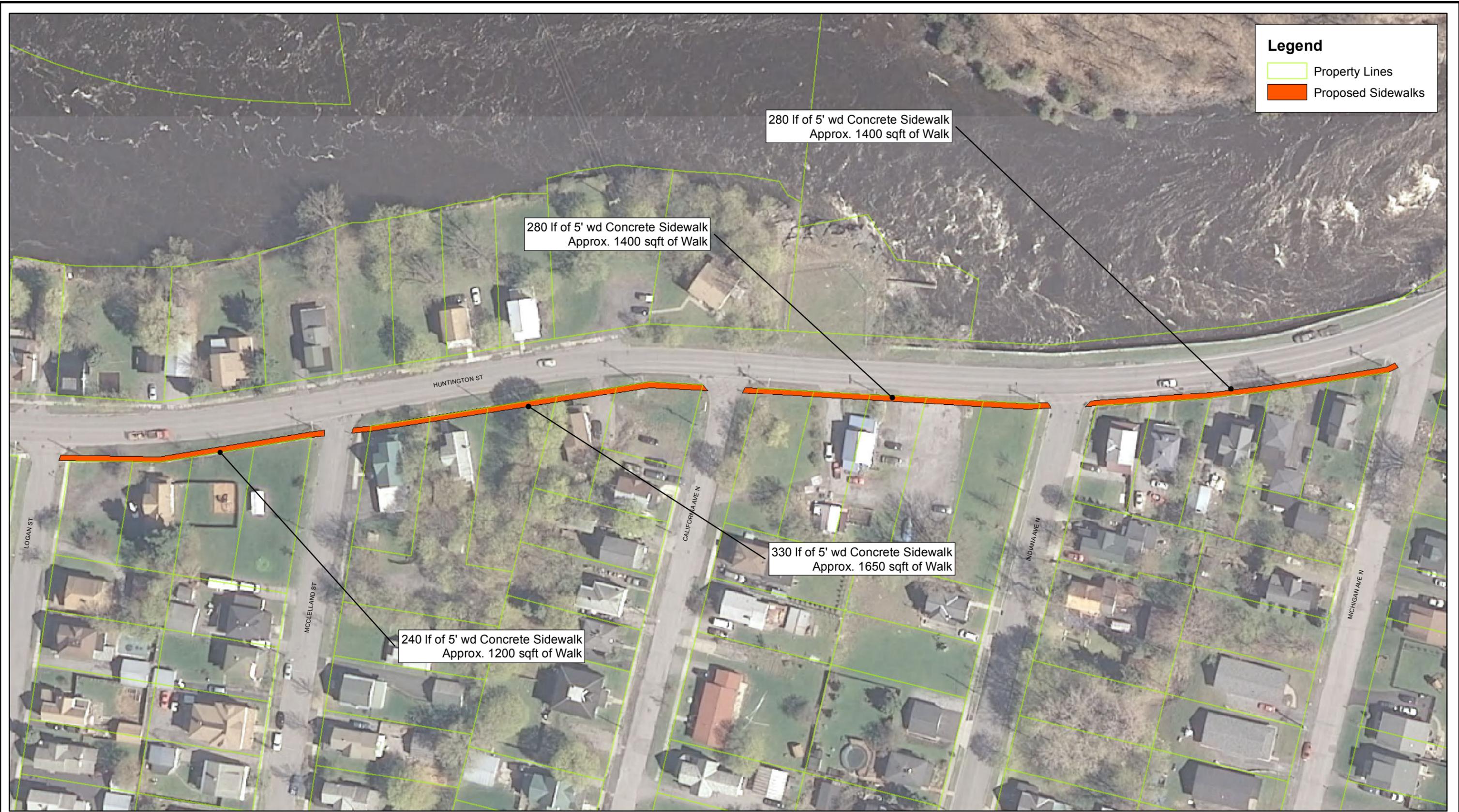
Project: **City Sidewalk Program**

Title: **2003 - 2017**

 **CITY OF WATERTOWN, NEW YORK**  
**GIS DEPARTMENT**  
 ROOM 305B, MUNICIPAL BUILDING  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601  
 TEL: (315) 785-7793



City Sidewalk Program Districts	
Requested By: S.O'Connor	Approved By:
Drawn By: J.Carlsson	Date:
Date: 8/31/2016	Date:
Scale: 1 inch = 2,000 feet	Date:
Title: 2003 - 2017	



**Legend**

- Property Lines
- Proposed Sidewalks

280 lf of 5' wd Concrete Sidewalk  
Approx. 1400 sqft of Walk

280 lf of 5' wd Concrete Sidewalk  
Approx. 1400 sqft of Walk

330 lf of 5' wd Concrete Sidewalk  
Approx. 1650 sqft of Walk

240 lf of 5' wd Concrete Sidewalk  
Approx. 1200 sqft of Walk

Revision	Description of Revision	Date	By

Project:  
**City of Watertown, NY Sidewalk Program**

Title:  
**Proposed 2017 Huntington Street Sidewalk - Phase 2A**



**CITY OF WATERTOWN, NEW YORK**  
**GIS DEPARTMENT**  
 ROOM 305B, MUNICIPAL BUILDING  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601  
 TEL: (315) 785-7793



Project: City of Watertown, NY Sidewalk Program - CDBG	
Requested By: J.Wood	Approved By:
Drawn By: J.Carlsson	Date:
Date: 9/27/2016	Map Number: 16-49
Scale: 1 inch = 80 feet	
Title: Proposed 2017 Huntington Street Sidewalk - Phase 2A	



**Legend**

-  Existing Park Trails
- Huntington St Sidewalk Project**
-  Phase 1
-  Phase 2A
-  Future Phases

Revision:	Description of Revision:	Date:	By:

Project: City of Watertown, NY Sidewalk Program

Title: Huntington Street Sidewalk Project

 CITY OF WATERTOWN, NEW YORK  
 GIS DEPARTMENT  
 ROOM 305B, MUNICIPAL BUILDING  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601  
 TEL: (315) 785-7793



Project: City of Watertown, NY Sidewalk Program - CDBG

Requested By: J.Wood

Drawn By: J.Carlsson

Date: 9/27/2016

Scale: 1 inch = 400 feet

Approved By:

Date:

Map Number: 16-51

Title: Huntington Street Sidewalk Project

September 27, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Transportation Alternatives Program (TAP) Grant Funding

On August 17, 2016, Governor Cuomo announced the availability of \$98.7 million in funding for clean air and alternative transportation projects. This includes \$62.2 million in funding under the Transportation Alternatives Program (TAP).

TAP funding provides assistance to local governments for non-vehicular transportation projects including bicycle and pedestrian facilities. Under TAP funding, NYSDOT provides up to 80 percent of the total project cost, with the local government providing a minimum 20 percent match. The application deadline is October 21, 2016.

Staff from the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP) Thousand Islands region recently approached Planning Staff about the possibility of co-applying for a TAP Grant to extend the Black River Trail farther into the City of Watertown, providing a connection to Waterworks Park.

NYS OPRHP is currently constructing a trail addition that will extend the Black River Trail from its current western terminus at Ridge Road to the end of Walker Avenue in the Meadowbrook apartment complex. They expect to complete construction of this segment by spring 2017.

The proposed Waterworks Park to Meadowbrook segment will be the only missing link in a dedicated bicycle and pedestrian connection between the eastern part of the City and the Village of Black River. Completing this connection would create a stretch of uninterrupted bicycle/pedestrian trail that would measure just over five miles. The project would also provide trail users with access to a large 29-space parking lot within Waterworks Park and would connect to recent sidewalk and trail improvements that the City has made on Huntington Street west of Waterworks Park.

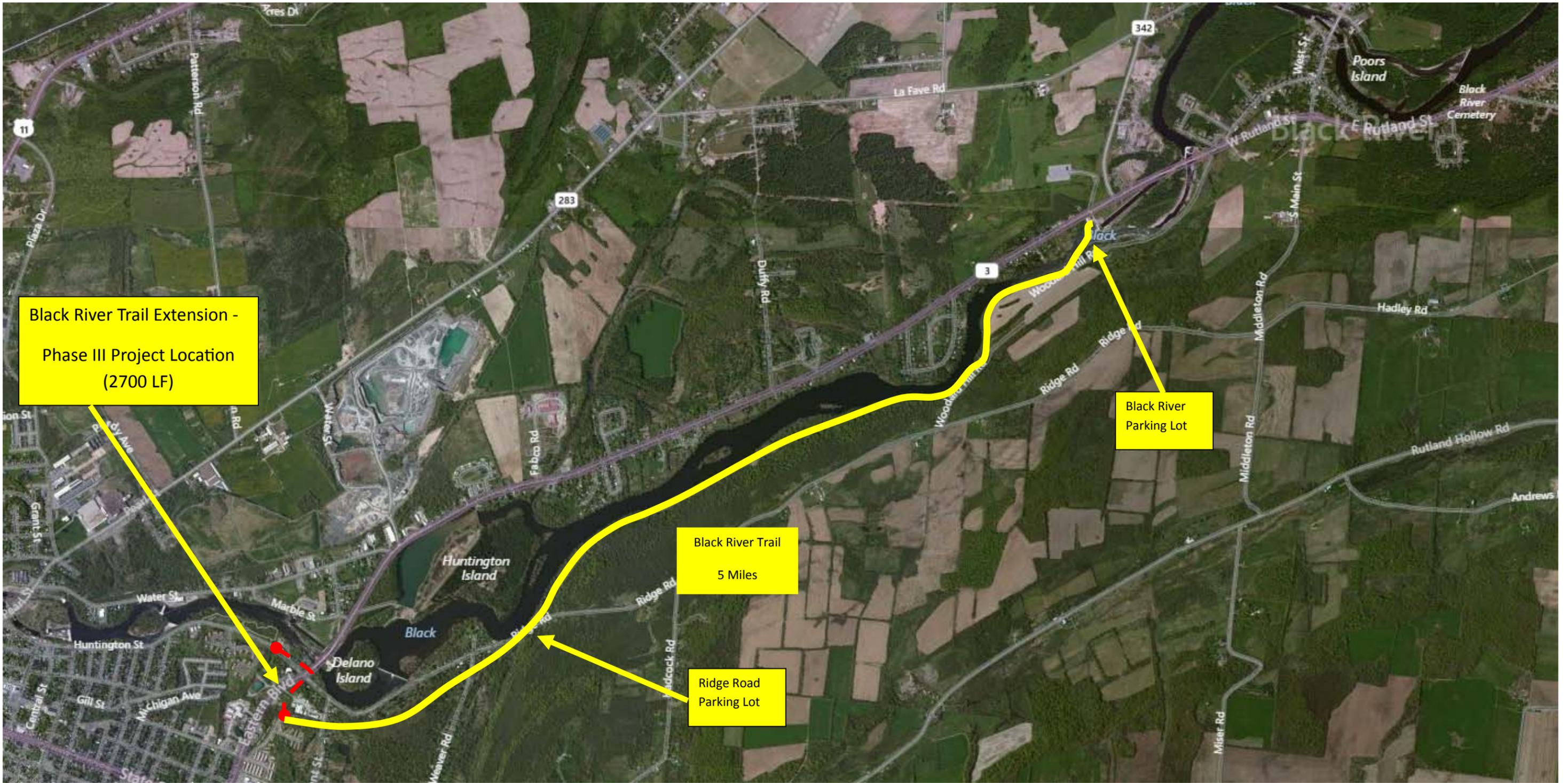
On a joint application, one applicant must be the lead. The NYS OPRHP has indicated their willingness to act as the lead applicant for this project. As the lead applicant, NYS OPRHP would be responsible for completing the application, overseeing the design and construction and ensuring that the project is completed. As a co-applicant, the City would assist with these items and would provide a portion of the required 20 percent local match.

An initial cost estimate provided by NYS OPRHP indicates a total project cost of \$950,000. The local share, or 20 percent, would therefore be \$190,000. NYS OPRHP has proposed dividing the local share on a per foot basis. There is 2,700' of new trail proposed for the project, 800' of which, or 30% would occur along the City's Water Treatment Plant property. NYS OPRHP is proposing that 30% of the local share, or \$57,000, be provided by the City if the TAP application is successful.

To fund the proposed project, Staff is proposing to modify the approved 2016-2017 Capital Budget. The change would involve the elimination of the \$45,000 Factory Square Park Trail Connection Project and replacing it with this project. While the Factory Square Park project is an important project that will increase usage and provide a better connection to Factory Street from the park, the proposed improvements along Huntington Street and Eastern Boulevard will have a significant local and regional impact and has a much higher priority in our overall riverfront trail master plan.

The Factory Square Park Trail Connection Project was proposed to be financed using funds set aside for riverfront improvements in the City's Black River Fund. If the grant is awarded, Staff will introduce a resolution that amends the 2016-2017 Capital Budget to eliminate the Factory Square Park Trail Connection Project and add the proposed Black River Trail Extension Project. The Black River Fund currently has a balance of approximately \$78,000.

In order for the City to be part of a joint application, the City Council must pass a resolution formalizing the City's intent to apply and committing to a portion of the local share. If City Council concurs, Staff will prepare a resolution for Council consideration at its October 17, 2016 meeting.



Black River Trail Extension -  
Phase III Project Location  
(2700 LF)

Black River  
Parking Lot

Black River Trail  
5 Miles

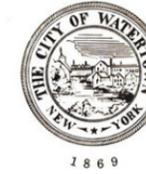
Ridge Road  
Parking Lot

Proposed trail to connect the  
City of Watertown trails to  
the NYS Parks Black River Trail



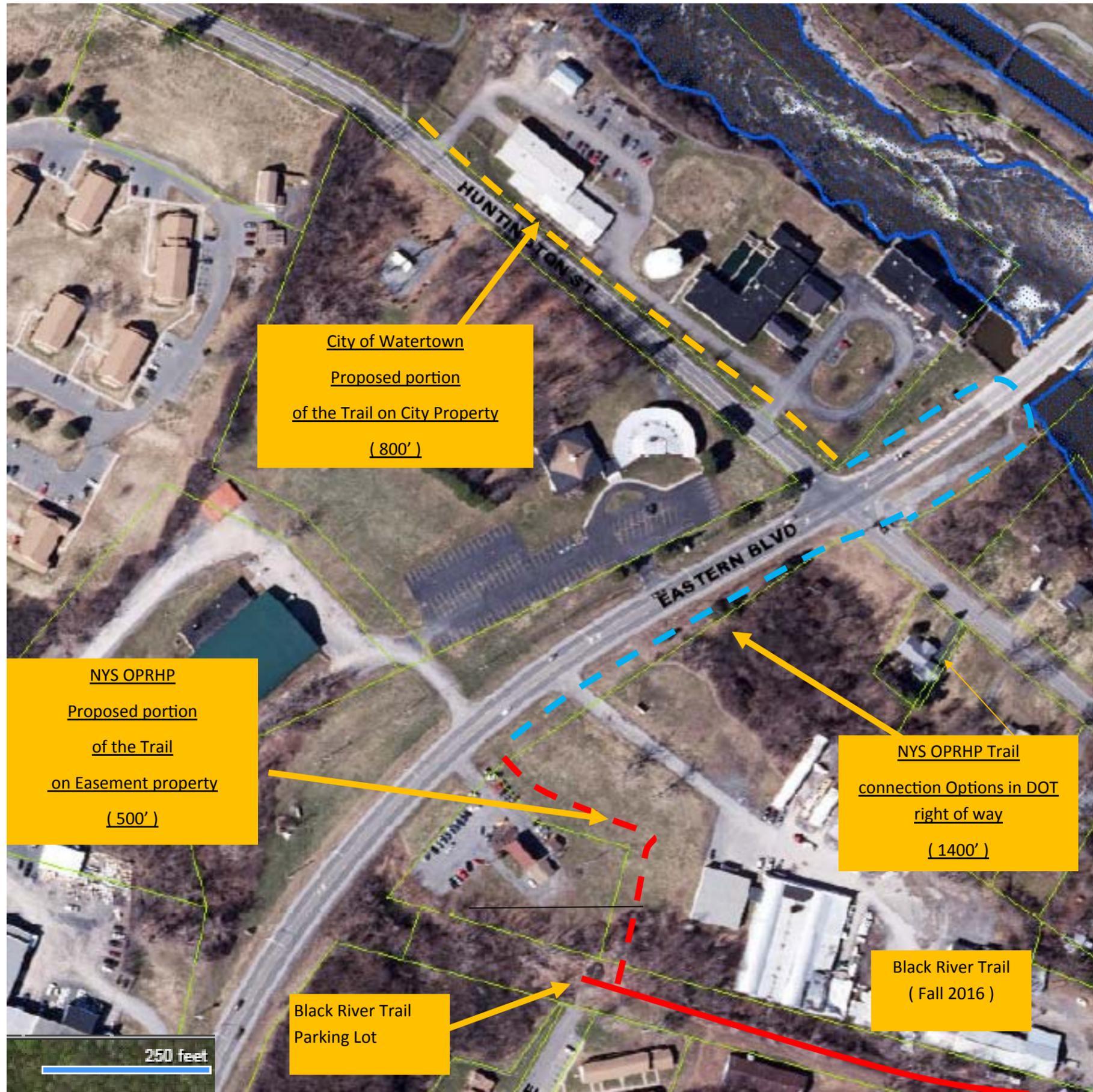


Department of Transportation



Parks, Recreation and Historic Preservation

# Proposed trail to connect the City of Watertown trails to the NYS Parks Black River Trail



City of Watertown  
Proposed portion  
of the Trail on City Property  
( 800' )

NYS OPRHP  
Proposed portion  
of the Trail  
on Easement property  
( 500' )

NYS OPRHP Trail  
connection Options in DOT  
right of way  
( 1400' )

Black River Trail  
Parking Lot

Black River Trail  
( Fall 2016 )

Proposed Project Budget	
\$710,000	Construction Cost (2700' in 2018)
\$160,000	Design Cost
\$ 80,000	Construction Administration
\$950,000	Total Project cost
\$760,000	80% Federal Share
\$190,000	20% local Match
\$ 57,000	City of Watertown (800') or 30%
\$133,000	NYS OPRHP (1900) or 70%

September 21, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Request for Abate – 148 Bellew Avenue

I received a request to abate the surcharge from the City of Watertown on the cost of trimming back encroaching brush/limbs on the sidewalk at the above address.

I have reviewed the facts of this request and have decided to abate the \$150.00 fee in accordance with §310-10 approved by City Council November 4, 2013.

Sept 9, 2016

Ms. Sharon Addison, City Manager,

I received an invoice (2016/40/0060610) from the City of Watertown dated 8/17/2016 for Overgrown Shrubs on 148 Bellew Av, Watertown, NY 13601 and I was surprised as I was not aware of the issue.

I live in Colorado and I usually have someone who takes care of the sidewalks for me by cleaning the brush and snow. So I am sorry that it did not happen this time. Somehow, the initial letter identifying the issue did not get to me here in Colorado and so I was unaware of the issue and so unable to contact the gentlemen who helps me out and get it cleaned up immediately. Whenever I have received a letter from code enforcement control concerning the property I have contacted them immediately to apologize and let them know that I would have it corrected immediately.

I would like you to know that I understand the importance and safety concerns of keeping the sidewalks clean and again I am so very sorry that it was not done and I hope it did not cause any problems.

I would appreciate anything you could to reconsider the code enforcement surcharge as I am very sorry and as I said I take very seriously code enforcement and safe clean sidewalks.

Thank you for your consideration in this matter.

Suzanne Menichiello  
295 Paisley Drive  
Colorado Springs, CO 80906  
719-337-3952



CITY OF WATERTOWN  
INVOICE

Customer Id DPW00007372

Invoice Number 2016/40/0060610  
 Invoice Date 8/17/2016  
 Invoice Due Date 9/16/2016

PRUD'HOMME VIRGINIA S  
 Attn: RE: 148 BELLEW AVE  
 295 PAISLEY DR  
 COLORADO SPRING CO 80906

Mail Remittance To:  
 CITY COMPTROLLER'S OFFICE  
 ROOM 203, CITY HALL  
 245 WASHINGTON STREET  
 WATERTOWN NY 13601  
 (315) 785-7754

Description: OVERGROWN SHRUBS 148 BELLEW AV Prop Loc: 148 BELLEW AVE



Muni/Sbl: 221800 8-0004-117.001

Service	Quantity	Unit	Unit Price	Amount
8/16/16 BRUSH TRIMMING LABOR	1.00		40.28	40.28 tx
DPW EQUIPMENT FEE	1.00		26.00	26.00 tx
POLE SAW FEE	1.00		2.00	2.00 tx
CODE ENFORCEMENT SURCHARGE	1.00		150.00	150.00 tx
SALES TAX: DPW				17.46

*Handwritten:*  
 68.28  
 5.46 tax  
 -----  
 73.74

Total Amount Due 235.74

Please Make Check Payable To: CITY COMPTROLLER

Please Reference Invoice Numbers On All Remittance