

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, October 17, 2016**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, October 17, 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**

**PRESENTATION**

Cleanup of New York Air Brake Site – Judy Drabicki, DEC Regional Director

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Appointment to Community Action Planning Council, Justin F. Brotherton
- Resolution No. 2 - Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program
- Resolution No. 3 - Accepting Bid for Janitorial Services at Three Department of Public Works Buildings, Jani-King
- Resolution No. 4 - Accepting Bid for Janitorial Services at the Citibus Building, Meola Enterprises
- Resolution No. 5 - Rejecting the Bid for Boiler Replacement at the Waste Water Treatment Plant
- Resolution No. 6 - Authorizing Standard Federal Local Project Agreement, Western Boulevard (Arsenal Street to Gaffney Drive), PIN 783002; D035316, Right of Way Incidentals

- Resolution No. 7 - Approving Intent to Enter into a Lease Agreement Between the City of Watertown and S&V Baseball Management
- Resolution No. 8 - Sponsoring and Supporting an Application For Transportation Alternatives Program (TAP) Funding
- Resolution No. 9 - Approving the Grant Agreement with United Way of Northern New York for the Watertown City School District Backpack Program
- Resolution No. 10 - Authorizing GHD for Final Design of Phase 1B of Wastewater Treatment Plant Sludge Disposal Process Modification Project
- Resolution No. 11 - Approving Supplemental Appropriation No. 1 For Fiscal Year 2015-16 for Various Accounts
- Resolution No. 12 - Approving Pole Attachment Agreement, National Grid

**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**

- Tabled Resolution Approving Change Order No. 11 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Tabled Resolution Approving Change Order No. 8 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

**STAFF REPORTS**

1. Public Auction for Tax Sale Certificate Assignment
2. Disposal of City Properties
3. Flower Memorial Library HVAC Replacement Update
4. Sales Tax Revenue – September 2016

**NEW BUSINESS**

**EXECUTIVE SESSION**

The proposed acquisition, sale or lease of real property when publicity would affect the value thereof.

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
NOVEMBER 7, 2016.**

Res No. 1

October 7, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Appointment to the Jefferson County Community  
Action Planning Council

At the request of Mayor Butler, Justin Brotherton has been contacted to fill the unexpired term of Thomas Bruno, who has submitted his resignation from the Council. Mr. Brotherton has agreed to serve the remainder of Mr. Bruno's term, such term expiring on December 31, 2017:

Justin F. Brotherton  
200 Washington Street, Suite 401  
Watertown, NY 13601

The attached resolution has been prepared for City Council consideration with Mayor Butler's endorsement.

# RESOLUTION

Page 1 of 1

Appointment to Community Action  
Planning Council, Justin F. Brotherton

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 .....

RESOLVED that the following individual is hereby appointed to the Jefferson County Community Action Planning Council to fill the unexpired term of Thomas Bruno, such term expiring on December 31, 2017, and

BE IT FURTHER RESOLVED that the following individual is hereby the official designee of Mayor Joseph M. Butler, Jr., in his appointment to the Jefferson County Community Action Planning Council:

Justin F. Brotherton  
 200 Washington Street, Suite 401  
 Watertown, NY 13601

**Seconded by**

Res No. 2

October 12, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer a Winter Crow Roost Dispersal Program

As the Council is aware, the City's previous Crow Roost Dispersal Contract with Loomacres Wildlife Management (LWM) expired in March. The previous contract covered the last three years and was for ten nights of crow harassment each winter. At the September 6, 2016 City Council meeting, Council directed Staff to work with LWM to develop a new contract for the program that would contain the ten night provision but also an option for additional nights of crow harassment.

Loomacres has drafted the attached contract to conduct ten nights of crow harassment each winter through March 2019 at the following yearly costs, with the rate for additional nights in parentheses:

2016-17:	\$5,079	(\$507.90 per additional night)
2017-18 (option):	\$5,231	(\$523.10 per additional night)
2018-19 (option):	\$5,397	(\$539.70 per additional night)

Crow harassment methods to be used will be similar to previous years and will include non-lethal techniques, such as the use of spotlights, specialized remote controlled aircraft, playing distress calls, firing pyrotechnics, using handheld lasers, paintball markers and installing crow effigies. Loomacres will also employ lethal methods on a limited basis to reinforce the non-lethal strategies.

The effectiveness of the program will be evaluated at the end of each winter and the City can decide whether or not it wants to execute its option for the following year.

The attached resolution approves the agreement between the City and Loomacres Wildlife Management for the Winter Crow Roost Dispersal Program and authorizes the City Manager to execute the Agreement on behalf of the City.

**RESOLUTION**

Page 1 of 1

Approving the Agreement Between the City of Watertown and Loomacres Wildlife Management to Establish and Administer A Winter Crow Roost Dispersal Program

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 of Watertown desires to work with Loomacres Wildlife Management regarding professional services to help alleviate the nuisance of crows within the City and to administer a crow dispersal program, and

WHEREAS the City of Watertown has an urban crow roost that is a threat to human health and safety, causes damage to buildings and cars, and results in associated clean up costs, and

WHEREAS Loomacres Wildlife Management uses multiple hazing methods including distress calls, pyrotechnics, remote controlled aircraft, and lasers with the objective of reducing winter crow roosts, and

WHEREAS the City of Watertown authorizes Loomacres Wildlife Management to use lethal harassment techniques, and

WHEREAS by using these strategies the crows should relocate to an alternative, more suitable roosting site, reducing local conflicts associated with an urban crow roost, and

WHEREAS Loomacres Wildlife Management has prepared an Agreement, a copy of which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement with Loomacres Wildlife Management to establish and administer a crow dispersal program, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Sharon Addison, to execute the Agreement on behalf of the City of Watertown.

**Seconded by**

**CROW DISPERSAL PROGRAM AGREEMENT**  
by and between  
**THE CITY OF WATERTOWN**  
and  
**LOOMACRES WILDLIFE MANAGEMENT**

**AGREEMENT** (the "Agreement") made this \_\_\_ day of October by and between the City of Watertown, 245 Washington Street, Watertown, New York 13601 ("City"), and Loomacres Wildlife Management, P.O. Box 361, Warnerville, New York 12187 ("LWM").

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to establish and administer a crow dispersal program for the City of Watertown for the winter season (generally November, December, January, February, and March) of 2016-17, 2018-19, and 2018-19. The City wishes to retain the services of LWM for said winter crow dispersal program.

**ARTICLE 2 – TERM OF AGREEMENT**

The term of this Agreement will begin on November 1, 2016 and conclude on March 31, 2019.

**ARTICLE 3 – SCOPE OF WORK**

The scope of work to be performed by LWM under the terms of this Agreement shall be as outlined in the Work Plan, made part of and attached hereto as Attachment A.

**ARTICLE 4 – COMPENSATION**

1. The amount to be paid and the manner in which LWM shall be paid by the City under the terms of this Agreement are shown in the Financial Plan, made part of and attached hereto as Attachment B.
2. The parties may mutually agree to the use of additional LWM harassment events for the purpose of conducting follow-up crow dispersal efforts, as described in Attachment A of this Agreement. If approved by the City in advance, such additional events shall be billed by LWM to the City at the rate specified in Attachment B.

**ARTICLE 5 – JOINT RESPONSIBILITIES**

LWM and the City mutually agree:

1. The parties' authorized representatives responsible for carrying out the provisions of this Agreement are:

Sharon Addison, City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY 13601

and

Cody L. Baciуска, Wildlife Biologist  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain the Work Plan. Personnel authorized to attend meetings under this Agreement shall be Sharon Addison or her designee, Cody L. Baciуска or his designee, and/or those additional persons authorized and approved by the City and/or LWM.

**ARTICLE 6 – CITY RESPONSIBILITIES**

City agrees:

1. To authorize LWM to conduct crow dispersal activities to reduce human health and safety risks and property damage associated with an urban crow roost. These activities are defined in Attachment A, Work Plan. LWM will be considered an invitee on the lands controlled by the City. The City will be required to exercise reasonable care to warn LWM as to dangerous conditions or activities in the project areas.
2. To reimburse LWM for costs of services provided under this Agreement up to but not exceeding the amount specified in Attachment B, Financial Plan. The City will begin processing invoices submitted by LWM within 30 days of receipt.
3. To designate to LWM the City authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

## **ARTICLE 7 – LWM RESPONSIBILITIES**

LWM Agrees:

1. To provide qualified personnel to initiate, administer, and perform the services as described in Attachment A of this Agreement.
2. To designate the LWM authorized representative who shall be responsible for the joint coordination and administration of the activities conducted pursuant to this Agreement.
3. To secure all necessary federal and/or state wildlife permits to conduct a crow roost dispersal.
4. To follow all applicable federal and state safety guidelines.
5. To bill the City during the performance of the agreed upon services specified in Attachment B. LWM shall keep records and receipts of all expenditures pertaining to this Agreement for a period of not less than one (1) year from the date of completion of the services provided under this Agreement. The City shall have the right to inspect and audit such records.

## **ARTICLE 8 – ENVIRONMENTAL COMPLIANCE**

The performance of crow dispersal actions by LWM under this Agreement is contingent upon a determination by LWM that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. LWM will not make a final decision to conduct requested crow dispersal actions until it has made the determination of such compliance.

## **ARTICLE 9– INSURANCE**

LWM shall maintain during the term of this Agreement commercial general liability insurance, issued by an insurer licensed to conduct business in New York State, in the amount of \$1,000,000 per incident and \$2,000,000 in the aggregate. Such policy shall name the City as an additional named insured. LWM shall furnish the City a certificate showing that such a policy has been issued and is in force prior to the commencement of any crow dispersal activities. Additionally, LWM shall procure and maintain workers' compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of LWM under the laws of the State of New York.

## **ARTICLE 10 – NONASSIGNABILITY**

This Agreement may not be assigned by LWM to any other person or entity without the prior express written consent of the City. LWM agrees that the City's consent to any assignment may be withheld for any reason, and in its sole discretion.

**ARTICLE 11– TERMINATION**

This Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action.

Notices will be sent to the following addresses:

Sharon Addison, City Manager  
245 Washington Street, Suite 302  
Watertown, NY 13601

Cody L. Baciуска, Wildlife Biologist  
P.O. Box 361  
Warnerville, NY 12187

**ARTICLE 12 – ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the City and LWM. The City and LWM may mutually agree, upon approval by the City Council, to amend, modify, add or delete services from the Work Plan.

**AGREED AND ACCEPTED:**

**CITY OF WATERTOWN**

BY: \_\_\_\_\_  
Sharon Addison, City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, NY13601

\_\_\_\_\_ Date

**LOOMACRES WILDLIFE MANAGEMENT**

BY: \_\_\_\_\_  
Cody L. Baciуска, Wildlife Biologist  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187

\_\_\_\_\_ Date

## ATTACHMENT A – WORKPLAN

### JUSTIFICATION AND OBJECTIVES

The City of Watertown has requested assistance from Loomacres Wildlife Management following several years of increasing complaints from residents and City officials regarding crow (*Corvusbrachyrhynchos*) damage in the City. The expressed concerns include damage to buildings and cars, the associated clean-up costs, as well as the threat to human health and safety related to potential disease transmission from an excessive accumulation of crow feces.

In cooperation with the City of Watertown, LWM will implement a winter crow dispersal program to assist the City in resolving issues associated with an urban winter crow roost.

### PLANNED CROW DISPERSAL ACTIVITIES

1. LWM will provide Wildlife Biologists to conduct crow population surveys. Crow activity and population numbers will be monitored through-out the length of the contract. The information gathered will be used by the biologists to develop an integrated crow dispersal program to reduce the number of crows utilizing the City.
2. Crow roost dispersal will be conducted as need from November-March. The exact time frame will be determined by the population surveys. In order to conduct the crow dispersal, LWM trained personnel will utilize non-lethal harassment methods and techniques, including the use of spotlights, forward looking infra-red, and night vision, to locate the crows. LWM will disperse the crows from their roost by using specialized remote controlled aircraft, playing distress calls, firing pyrotechnics (screamers and bangers), using handheld lasers, crow effigies, and paintball markers, plus additional techniques as needed. If additional roost dispersals are necessary they will be conducted based on crow surveys, input from City officials, and resident complaints.
3. LWM may use lethal harassment techniques with prior authorization from the City.
4. LWM will provide technical assistance to City management. LWM will advise City officials and residents on habitat modifications/management techniques as well as additional methods the City and its residents can utilize to reduce the presence of crows.
5. As necessary, LWM will assist the City of Watertown with public relations. This includes public out-reach and media relations. LWM will establish a crow sighting and complaint phone line. This service will help LWM pinpoint problem areas. It will also allow for the distribution of information regarding the project.
6. Following the completion of the project, LWM will analyze the data collected during the surveys and roost dispersals. This data will be compiled into a final report that will highlight the results of each winter's crow dispersal and make recommendations for the future.
7. LWM will investigate potential options to make the City less attractive to crows. Potential options may include installing physical barriers on rooftops and implementing habitat management practices that will make prone areas less suitable for roosting. If and when viable options have been determined, LWM may assist the City with implementing the options.

**ATTACHMENT B – FINANCIAL PLAN**

November 1 2016 – March 31, 2019

**Planned Crow Dispersal Activities**

<b><i>Winter 2016-17</i></b>	
Cost for Ten Nights:	\$5,079.00
Additional Per Night:	\$507.90
Total NTE:	\$10,185.00
<b><i>Winter 2017-18</i></b>	
Cost for Ten Nights:	\$5,231.00
Additional Per Night:	\$523.10
Total NTE:	\$10,462.00
<b><i>Winter 2018-19</i></b>	
Cost for Ten Nights:	\$5,397.00
Additional Per Night:	\$539.70
Total NTE:	\$10,794.00

**Financial Points of Contact**

Kristin Baciuska  
Loomacres Wildlife Management  
P.O. Box 361  
Warnerville, NY 12187  
Phone: (607) 760-8748  
Fax: (518) 618-3129  
Employer Identification Number: 20-3626939

City Manager  
City of Watertown  
245 Washington Street, Suite 302  
Watertown, New York 13601  
Phone: (315) 785-7730  
Fax: (315) 782-9014  
Tax Identification Number: 15-6000419

Res No. 3

October 5, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Janitorial Services at Three Department of Public Works Buildings, Jani-King

The City Purchasing Department has advertised and received sealed bids for Janitorial Services at three DPW buildings, per City specifications.

Bid invitations were sent to fifty (50) janitorial service firms, with three (3) sealed bids submitted to the Purchasing Department where they were publicly opened and read on Wednesday, September 28, 2016, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with Superintendent of Public Works Eugene Hayes and Assistant Superintendent Peter Monaco, and it is their recommendation that the City Council accept the bid submitted Jani-King, in the annual amount of \$26,988.00 as the lowest qualified bidder meeting our specifications. The other bids received are detailed in the attached report from Ms. Pastuf.

You will note that the contract for these services must be separated between the Department of Public Works and the Citibus contract. This contract will run through June 30, 2018, with the option to renew for three one-year periods at the same rate and conditions.

A resolution for Council consideration is attached.

# RESOLUTION

Page 1 of 1

Accepting Bid for Janitorial Services at  
Three Department of Public Works Buildings,  
Jani-King

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 bids for Janitorial Services at three DPW buildings, per City specifications, and

WHEREAS bid invitations were sent to fifty (50) janitorial service firms, with three (3) sealed bids submitted to the Purchasing Department, and

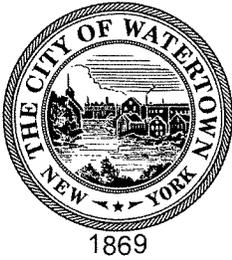
WHEREAS on Wednesday, September 28, 2016, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Superintendent of Public Works Eugene Hayes and Assistant Superintendent Peter Monaco, and it is their recommendation that the City Council accept the bid submitted by Jani-King,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Jani-King in the annual amount of \$26,988.00 for Janitorial Services at three DPW buildings 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 Jani-King.

**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

## MEMORANDUM

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2016-12 – Janitorial Services for DPW - Bid Recommendation  
**DATE:** 10/3/2016

The City's Purchasing Department advertised in the Watertown Daily Times on August 28, 2016 calling for sealed bids for Janitorial Services at three DPW buildings as per City specifications. The City currently contracts for cleaning services with one provider. The Citibus contract has been separated from the main contract as the City must now follow FTA Guidelines for Purchasing goods and services with Federal funding. Bid Specifications were sent to fifty (50) janitorial service firms. Three (3) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on September 28, 2016, at 11:00 am, local time. The bid tally is provided below.

Description	Jani-King	Krafft Cleaning Service, Inc.	Meola Enterprises	
	Minoa, NY	Watertown, NY	Gouverneur, NY	
557 Newell Street, Maintenance Garage, per monthly fee	\$950.00	\$1,222.00	\$1,115.00	
521 Newell Street, DPW Main Building, per monthly fee	\$812.00	\$708.00	\$790.00	
337 Engine Street, Electric Department, per monthly fee	\$487.00	\$620.00	\$550.00	
<b>Total per month</b>	<b>\$2,249.00</b>	<b>\$2,550.00</b>	<b>\$2,455.00</b>	
<b>Total annual bid price</b>	<b>\$26,988.00</b>	<b>\$30,600.00</b>	<b>\$29,460.00</b>	
<b>Additional Services Upon Request</b>				
<b>557 Newell Street</b>				
- Clean and wax tile floors	\$350.00	Strip	\$886.00	
		Scrub and re-coat	\$739.00	
		Burnish	\$591.00	
			\$500.00	
- Wash windows and door glass, inside and out, to include display case, all interior and shop entry doors (6)	\$199.00		\$80.00	\$350.00
- Scrub bathroom tile floors	\$99.00		\$185.00	\$350.00

<b>337 Engine Street:</b>				
- Strip and wax tile floors	\$240.00	Strip	\$391.00	\$350.00
		Scrub and re-coat	\$326.00	
		Burnish	\$260.00	
<b>521 Newell Street</b>				
- Strip and wax tile floors	(Service not requested by City)	Strip	\$578.00	(Service not requested by City)
		Scrub and re-coat	\$482.00	
		Burnish	\$385.00	

As per the New York State Department of Labor, this service is considered a Public Work Building Service that requires the payment of prevailing wages to the employees hired to provide janitorial services. Prevailing Wage Rates are provided by the Department of Labor and are updated once a year in July.

This contract will run from the date of award through June 30, 2018. The contract may be renewed under the same terms and conditions for three (3) one (1) year periods upon written consent of both parties.

The bids were reviewed by DPW Superintendent Hayes, Assistant Superintendent Monaco and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from **Jani-King** at an annual rate of **\$26,988.00**.

If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 4

October 5, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Accepting Bid for Janitorial Services at the Citibus Building,  
Meola Enterprises

The City Purchasing Department has advertised and received sealed bids for Janitorial Services at the Citibus building, per City specifications.

Bid invitations were sent to fifty (50) janitorial service firms, with two (2) sealed bids submitted to the Purchasing Department where they were publicly opened and read on Wednesday, September 28, 2016, at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with Superintendent of Public Works Eugene Hayes and Assistant Superintendent Peter Monaco, and it is their recommendation that the City Council accept the bid submitted Meola Enterprises, in the annual amount of \$10,980.00 as the lowest qualified bidder meeting our specifications. The other bid received is detailed in the attached report from Ms. Pastuf.

You will note that the contract for these services must be separated between the Department of Public Works and the Citibus contract. This contract will run through June 30, 2018, with the option to renew for three one-year periods at the same rate and conditions.

A resolution for Council consideration is attached.

# RESOLUTION

Page 1 of 1

Accepting Bid for Janitorial Services at the Citibus Building, Meola Enterprises

***Introduced by***

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 the City Purchasing Department has advertised and received a sealed bids for Janitorial Services at the Citibus building, per City specifications, and

WHEREAS bid invitations were sent to fifty (50) janitorial service firms, with two (2) sealed bids submitted to the Purchasing Department, and

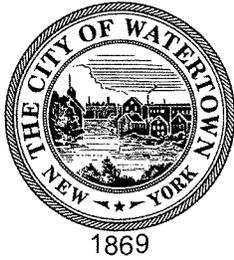
WHEREAS on Wednesday, September 28, 2016, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with Superintendent of Public Works Eugene Hayes and Assistant Superintendent Peter Monaco, and it is their recommendation that the City Council accept the bid submitted by Meola Enterprises,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Meola Enterprises in the annual amount of \$10,980.00 for Janitorial Services at the Citibus building 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 Meola Enterprises.

**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

## MEMORANDUM

**TO:** Sharon Addison, City Manager  
**FROM:** Amy M. Pastuf, Purchasing Manager  
**SUBJECT:** Bid 2016-15 – Janitorial Services for Citibus - Bid Recommendation  
**DATE:** 10/3/2016

The City's Purchasing Department advertised in the Watertown Daily Times on August 28, 2016 calling for sealed bids for Janitorial Services at the Citibus building as per City specifications. The City currently contracts for cleaning services with one provider. The Citibus contract has been separated from the main contract as the City must now follow FTA Guidelines for Purchasing goods and services with Federal funding. Bid Specifications were sent to fifty (50) janitorial service firms. Two (2) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on September 28, 2016, at 11:00 am, local time. The bid tally is provided below.

Description	Krafft Cleaning Service, Inc.	Meola Enterprises
	Watertown, NY	Gouverneur, NY
544 Newell Street, Citibus, per monthly fee	\$966.00	\$915.00
<b>Total Annual Bid Price</b>	<b>\$11,592.00</b>	<b>\$10,980.00</b>
<b>Additional Services Upon Request</b>		
<b>544 Newell Street</b>		
- Clean and wax tile floors	Strip	\$765.00
	Scrub and re-coat	\$637.00
	Burnish	\$510.00
		\$500.00
- Wash windows and door glass, inside and out, to include display case, all interior and shop entry doors (5)	\$50.00	\$350.00
- Scrub bathroom tile floors	\$220.00	\$350.00

As per the New York State Department of Labor, this service is considered a Public Work Building Service that requires the payment of prevailing wages to the employees hired to provide janitorial services. Prevailing Wage Rates are provided by the Department of Labor and are updated once a year in July.

This contract will run from the date of award through June 30, 2018. The contract may be renewed under the same terms and conditions for three (3) one (1) year periods upon written consent of both parties.

The bids were reviewed by DPW Superintendent Hayes, Assistant Superintendent Monaco and the Purchasing Department to ensure that the bid meets the required specifications. It is recommended that we accept the bid proposal from **Meola Enterprises**, a NYS certified Women Business Enterprise (WBE) at an annual rate of **\$10,980.00**.

If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 5

October 5, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Rejecting Bid for Boiler Replacement at Waste Water Treatment Plant

The City Purchasing Department has advertised and received sealed bids for the purchase and installation of a Boiler at the Waste Water Treatment Plant, per our specifications.

Invitations to bid were issued to five (5) prospective bidders with one (1) sealed bid received and publicly opened and read in the City Purchasing Department on Wednesday, September 14, 2016, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bid received with Chief Operator Mark Crandall, and it is their recommendation that the City reject the bid received from Black River Plumbing, Heating and AC, Inc. as stated in her attached report. It is recommended that the bid be re-canvassed as soon as possible.

A Resolution rejecting the bid for the purchase and installation of a Boiler at the Waste Water Treatment Plant, per our specifications, has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Rejecting the Bid for Boiler Replacement at the Waste Water Treatment Plant

***Introduced by***

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

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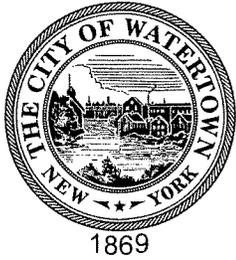
WHEREAS the City Purchasing Department has advertised and received a sealed bid for the purchase and installation of a Boiler at the Waste Water Treatment Plant, per our specifications, and

WHEREAS invitations to bid were issued to five (5) prospective bidders with one (1) bid received and publicly opened and read in the City Purchasing Department on Wednesday, September 14, 2016, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bid received with Chief Operator Mark Crandall, and it is their recommendation that the City Council reject the bid,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown rejects the bid received from Black River Plumbing, Heating and AC, Inc. for the purchase and installation of a Boiler at the Waste Water Treatment Plant, per our specifications, in order to allow the bid to be re-canvassed as soon as possible.

**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 2016-13– Boiler Replacement at WWTP – Bid Rejection  
**DATE:** 10/3/2016

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The City's Purchasing Department advertised in the Watertown Daily Times on August 12, 2016 calling for sealed bids for the purchase and installation of a Boiler at the Waste Water Treatment Plant as per City specifications.

The City of Watertown issued Invitations to Bid to five (5) prospective bidders and one (1) sealed bid was submitted to the Purchasing Department. One addendum was issued to all prospective bidders on August 25, 2016. The bidders are required to attach the bid addendum to their submittal as it becomes part of the bid proposal. The sealed bid was publically opened and read on September 14, 2016 at 11:00 am, local time. The bid tabulation is shown below:

Description	Black River Plumbing, Heating and AC, Inc.
	Black River, NY
Purchase and installation of one and unused Boiler as per City Specifications.	\$56,000.00

Chief Operator Mark Crandall reviewed the submittal and determined that there was not enough information provided to evaluate the proposal. It is recommended that the bid for a Boiler Replacement at the Waste Water Treatment Plant be rejected and the bid re-canvassed as soon as possible. If there are any questions concerning this recommendation, please contact me at your convenience.

Res No. 6

October 7, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Standard Federal Local Project Agreement, Western Boulevard (Arsenal Street to Gaffney Drive), PIN 783002; D035316, Right of Way Incidentals

The City of Watertown has received notification from the State of New York Department of Transportation that the construction of Western Boulevard has been added to the State's Capital Construction Program and received Federal STP Small Urban funds to support the Right of Way Incidentals Phase of this project.

This is a Locally Administered Federal Aid (LAFA) project, similar to Factory Street. The full construction of the road and underground infrastructure will be Arsenal Street to Gaffney Drive.

At this point in time, the City is prepared to move forward with the Right of Way Incidental phase of the project. The estimated cost associated with completing this Phase is \$25,000.00. Based on the standard Federal Aid Highway and Marchiselli Aid Project Agreement, the non-federal share is 100%. The State has indicated that it will be funded by State Personal Income Tax (PIT) Bonds.

# RESOLUTION

Page 1 of 2

Authorizing Standard Federal Local Project Agreement, Western Boulevard (Arsenal Street to Gaffney Drive), PIN 783002; D035316, Right of Way Incidentals

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 construction of Western Boulevard (Arsenal Street to Gaffney Drive), PIN 783002, D035316 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the federal and non-federal share of the costs of the Right-of-Way Incidentals in the amount of \$25,000.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of right of way incidentals for the project or portions thereof, and

BE IT FURTHER RESOLVED that the sum of \$25,000.00 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the local cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that the City Comptroller is hereby authorized to pay in the first instance 100% of the federal and non-federal share of the costs of the right-of-way incidentals for the project in the amount of \$25,000.00 from an appropriation of the City of Watertown Capital Budget, and

# RESOLUTION

Page 2 of 2

Authorizing Standard Federal Local Project Agreement, Western Boulevard (Arsenal Street to Gaffney Drive), PIN 783002; D035316, Right of Way Incidentals

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 FURTHER RESOLVED that in the event the full federal and non-federal share costs of the projects exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager’s Office, and

BE IT FURTHER RESOLVED that the Mayor of the City of Watertown is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for federal aid and/or Marchiselli Aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of Project costs and permanent funding for the local share of federal aid and state aid eligible Project costs within appropriations that are not so eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby approves the Standard Federal Aid Highway and Marchiselli Aid Project Agreement, a copy of which is attached and made a part of said resolution, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

**Seconded by**



Department of  
Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

STEVEN G. KOKKORIS, P.E.  
Regional Director

October 5, 2016

Ms. Sharon Addison, City Manager  
Watertown City Hall  
245 Washington Street, Room 302  
Watertown, NY 13601



**RE: PIN 783002 – STANDARD FEDERAL AID PROJECT AGREEMENT**  
**CONTRACT #:** D035316  
**PROJECT:** Western Boulevard (Arsenal St. to Gaffney Drive)  
**PHASE(S):** Right of Way (ROW) Incidental  
**MUNICIPALITY:** City of Watertown

Dear Ms. Addison:

It is our understanding that the City of Watertown is ready to begin the **Right of Way Incidental Phase** of work for the above captioned project, under the Locally Administered Federally Aided Process. This Phase will utilize 100% Personal Income Tax (PIT) Bonds and therefore requires the enclosed agreement to be initiated.

Enclosed are two (2) complete copies of the above captioned Agreement text package containing the following:

- Schedule "A" (*ROW Incidentals* Phase);
- Schedule "B" (ROW Phases);
- Appendix "A" NYS Required Contract Provisions;
- Appendix "A-1" Supplemental Title VI Provisions;
- Appendix "B" U.S. Government Required Clauses; and
- A Sample Resolution.

Also enclosed are seven (7) additional copies of the signature sheet (page10).

Ms. Sharon Addison, City Manager  
October 5, 2016  
Page 2

**The Resolution:**

The Resolution should be worded to authorize all project phases. Your Resolution should, to the extent possible, follow closely to the format of the Resolution attached to this memo.

**To Complete the Enclosed Text Package:**

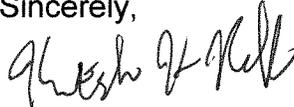
The Signature Sheet (page 10) requires the signature of the local official authorized to act on the City's behalf, and the signature of the City Attorney, each at the place indicated. The Acknowledgment Statement on Page 10 requires a Notary's signature and stamp affixed as indicated.

Your Resolution should have a number assigned, the Acknowledgment Statement completed, and signatures on all copies of both the Signature Sheet and on the Resolution should be in original ball point pen (blue ink). The Resolution must contain the Municipal Seal, either embossed or foil self-adhesive seals are acceptable.

**To Progress the Project:**

Please execute and return to my office one (1) complete agreement and the seven (7) additional signed signature sheets along with eight (8) original resolutions. Questions concerning this project should be addressed to Nancy Catalina, Local Project Liaison at (315) 785-2300.

Sincerely,



Scott A. Docteur, P.E.  
Director, Regional Planning & Program Mgmt.

Copy with Attachment:

Mr. Justin Wood, City Engineer, City of Watertown  
Kristopher H. Reff, Acting Program & Project Management Supervisor (Center File)  
Nancy Catalina, Regional Local Program Liaison

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D035316**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **City of Watertown** (the "Municipality/Sponsor")

acting by and through **the City Council**

with its office at **the Municipal Building, 245 Washington St., Watertown, NY 13601.**

This Agreement covers eligible costs incurred on or after **8/24/2016**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Western Boulevard (Arsenal St to Gaffney Drive)** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **City Council** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A*. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements*. NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation*. In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they 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 State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via 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.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Nancy Catalina**

Title: **Regional Local Project Liaison**

Address: **317 Washington Street, Watertown, NY 13601**

Telephone Number: **(315) 785-2300**

Facsimile Number: **(315) 785-2315**

E-Mail Address: **nancy.catalina@dot.ny.gov**

**[Municipality/Sponsor] City of Watertown**

Name: **Ms. Sharon Addison**

Title: **City Manager**

Address: **245 Washington Street, Watertown, NY 13601**

Telephone Number: **(315) 785-7730**

Facsimile Number: **(315) 782-9014**

E-Mail Address: **saddison@watertown-ny.gov**

17.2 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 email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time.

Locally administered Federal aid transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: **City of Watertown**

PROJECT ID NUMBER: **783002** BIN: **N/A**

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

# D035316

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

STATE OF NEW YORK            )  
  )ss.:  
COUNTY OF *Jefferson*        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

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

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

# SCHEDULE A



## NYSDOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
7830.02.201	Current	Other (see footnote)	\$25,000.00	\$0.00	\$25,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$25,000.00	\$ 0.00	\$25,000.00	\$ 0.00

<b>C. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$
<b>Total Local Deposit(s)</b>	\$ 0.00

**D. Total Project Costs** All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$ 0.00	\$25,000.00	\$ 0.00	\$25,000.00

<b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Nancy Catalina</u> Phone No: <u>315-785-2300</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



# SCHEDULE B

## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase – N/A

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

\*Municipality has lead responsibility.

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A

**\*Municipality has lead responsibility.**

## A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A

## B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b>	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>

\*Municipality has lead responsibility.

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input checked="" type="checkbox"/> *	<input checked="" type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase - N/A**

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input type="checkbox"/>

\*Municipality has lead responsibility.

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/> N/A
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input type="checkbox"/>
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input type="checkbox"/>
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/> N/A
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/> N/A
12. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input type="checkbox"/>

**\*Municipality has lead responsibility.**

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 13. Administer all construction contract claims, disputes or litigation.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input type="checkbox"/> |

**\*Municipality has lead responsibility.**

# APPENDIX A

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

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):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this 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 the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 or 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, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor 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.

**6. 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 a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. 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).

**9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment 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.

**16. NO ARBITRATION.** Disputes involving this 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.

**17. 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. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** 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.

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.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York 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 New York 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 this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their 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 they offer will 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 they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** 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).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** 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.

**24. 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.

**25. 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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person

fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

# APPENDIX A-1

## **APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)**

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# APPENDIX B

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

- 20.215 Highway Training and Education
- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction - Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20.507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient 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.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

WHEREAS, a Project for the \_\_\_\_\_,  
P.I.N. \_\_\_\_\_ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of \_\_\_\_\_% Federal funds and \_\_\_\_\_% non-federal funds; and

WHEREAS, the \_\_\_\_\_ of \_\_\_\_\_ desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, the \_\_\_\_\_ Board, duly convened does hereby

RESOLVE, that the \_\_\_\_\_ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the \_\_\_\_\_ Board hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of \_\_\_\_\_ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \_\_\_\_\_ is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the \_\_\_\_\_ of \_\_\_\_\_ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further

RESOLVED, that the \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the \_\_\_\_\_ of \_\_\_\_\_ with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

Res No. 7

October 12, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Intent to Enter into a Lease Agreement Between the City of Watertown and S&V Baseball Management

The City of Watertown has been in discussions with Mike Schell and Paul Velte, owners of S&V Baseball Management, to bring a collegiate baseball team to the Watertown Fairgrounds baseball fields for a three-year term beginning with the 2018 summer season.

Superintendent Erin Gardner will be working on a lease in the next month. In order to assist the team with soliciting sponsorship and advertising for the season, they have asked us to provide them with a resolution assuring them of our intent to enter into a Lease Agreement for the 2018-2020 baseball seasons.

At the request of Mayor Butler, Jr., a resolution is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Intent to Enter into a Lease Agreement Between the City of Watertown and S&V Baseball Management

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 of Watertown owns and operates a facility known as the Alex T. Duffy Fairgrounds, a community recreational facility, and

WHEREAS the City of Watertown desires to promote recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Lease Agreement for the use, operation, management and maintenance of the Fairgrounds baseball facilities and all baseball-related activities, and

WHEREAS Mike Schell and Paul Velte, owners of S&V Baseball Management, operate a collegiate baseball team, and

WHEREAS S&V Baseball Management desires to enter into a Lease Agreement with the City of Watertown to have its team play baseball games within the confines of the Fairgrounds baseball fields and is in a unique position to contract to use, operate, manage and maintain the Fairgrounds baseball facilities for its 2018-2020 seasons,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Intent to Enter into a Lease Agreement between the City and S&V Baseball Management for the 2018-2020 baseball seasons.

**Seconded by**

Res No. 8

October 12, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planning and Community Development Director

Subject: Sponsoring and Supporting an Application for Transportation Alternatives Program (TAP) Grant Funding for the Black River Trail Extension Project

At its October 3, 2016 meeting, the City Council communicated its support for the City of Watertown collaborating with the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP) to submit a joint application for Transportation Alternatives Program (TAP) funding. The City and NYS OPRHP would use TAP funding, if awarded, to extend the Black River Trail further into the City of Watertown, providing a connection to Waterworks Park.

Under TAP funding, the New York State Department of Transportation (NYSDOT) provides up to 80 percent of the total project cost, with the local government providing a minimum 20 percent 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 percent would occur along the City's Water Treatment Plant property. NYS OPRHP is proposing that 30 percent of the local share, or \$57,000, be provided by the City if the TAP application is successful.

On a joint application, one applicant must be the lead. The State Parks Department 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.

The attached resolution affirms the City's support for the application and formalizes the City's commitment to provide \$57,000 in funding for the project if the TAP application is successful.

# RESOLUTION

Page 1 of 1

Sponsoring and Supporting an Application For Transportation Alternatives Program (TAP) Funding for the Black River Trail Extension 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 the City of Watertown is eligible for grant funding under the Transportation Alternatives Program (TAP), and

WHEREAS the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP) has indicated their interest in partnering with the City on a joint application for TAP funding to be used toward extending the Black River Trail to Waterworks Park, and

WHEREAS said application will be submitted to the New York State Department of Transportation (NYSDOT) with NYS OPRHP as the lead applicant and the City of Watertown as the co-applicant, and

WHEREAS any funding awarded under a TAP Grant requires a 20 percent local match, and NYS OPRHP has agreed to divide the local share on a per-foot basis, with the City providing \$57,000 in funding if the TAP application is successful,

NOW THEREFORE BE IT RESOLVED that the City Council hereby supports and will co-sponsor an application for TAP funding for the Black River Trail Extension Project and will administer the grant in accordance with all applicable rules and regulations established by NYS DOT, and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the application and any agreements required by NYSDOT for grant funding that results from the application, and

BE IT FURTHER RESOLVED that the City of Watertown commits to providing \$57,000 in funding toward the required local share if the TAP application is successful.

**Seconded by**

Res No. 9

October 12, 2016

To: The Honorable Mayor and City Council

From: Jennifer Voss, Senior Planner

Subject: Approving the Grant Agreement with United Way of Northern New York for the Watertown City School District Backpack Program

The City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016 that was adopted by the City Council on May 2, 2016 included \$5,000 to pay for food and associated supplies in support of the Watertown City School District Backpack program. The food will be made available to low and moderate income families with children attending Starbuck and Ohio elementary schools.

An agreement between the City of Watertown and United Way of Northern New York for the grant has been drafted and is attached. United Way will receive the funds and purchase food for the program from the Central New York Food Bank, complying with all CDBG regulations and providing the City with a complete financial report on the use of grant funds.

The resolution prepared for City Council consideration approves the proposed agreement and authorizes the City Manager to sign it on behalf of the City Council.

# RESOLUTION

Page 1 of 1

Approving the Grant Agreement with United Way of Northern New York for the Watertown City School District Backpack Program

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 of Watertown’s Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2016 includes the support of the Watertown City School District Backpack Program, and

WHEREAS a total of \$5,000 will be allocated for the Backpack Program activity for the purchase of food and associated supplies to be made available to low and moderate income families with children attending Starbuck and Ohio elementary schools, and

WHEREAS the Backpack Program will help to address childhood hunger in our community by distributing food to impoverished children and their families, and

WHEREAS a goal of the program is to help children to be better prepared and ready to learn with the long term goal of improving physical and mental health, test scores, attendance and graduation rates.

WHEREAS the recipient of funds for the Backpack program will be United Way of Northern New York, and

WHEREAS a Grant Agreement between the City of Watertown and United Way of Northern New York for the CDBG funds has been drafted,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Grant Agreement with United Way of Northern New York, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to execute the Grant Agreement on behalf of the City Council.

**Seconded by**

## GRANT AGREEMENT

This Grant Agreement ("*Grant Agreement*") is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF WATERTOWN**, a municipal corporation of the State of New York (hereinafter referred to as the "*Grantor*"), and **UNITED WAY OF NORTHERN NEW YORK**, a 501(c)(3) Not-For-Profit Organization (hereinafter referred to as the "*Grantee*").

The Grantor is the recipient of Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD). CDBG funds are provided under Title I of the Housing and Community Development Act of 1974, as amended, and all activities supported by those funds must comply with the federal regulations at 24 CFR Part 570 and specific provisions of the Funding Approval/Agreement between the Grantor and HUD for Grant Number B-16-MC-36-0121 dated 8/3/16.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor agrees to distribute a grant from CDBG funds in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars (hereinafter referred to as the "*Grant Funds*") to Grantee for the purposes and uses set forth in this Grant Agreement. The Grant Funds shall be used exclusively for the purchase of food and associated supplies ("*Grant Purposes*") incurred by the Grantee in support of the Watertown City School District Backpack program (the "*Project*").

Grantor reserves the right to require a refund of any Grant Funds that have not been used for the Grant Purposes.

Grantee agrees to provide Grantor with a complete financial reporting regarding the use of the Grant Funds after they have been spent. Grantee agrees to provide Grantor with information required for Grantor to comply with all federal regulations that apply to the use of

Community Development Block Grant funds for the Project, including but not limited to number of persons assisted and income verification.

Grantee will not discriminate on the basis of race, color, creed, national origin, sex, age, handicap or family status in the distribution of the backpacks.

Grantee agrees that no officer, employee or agent of the Grantor who exercises any control or influence in connection with the Project will have any interest, direct or indirect, in how the Grant Funds are disbursed or in any contract related to the Project. Also, no member or delegate to the Congress of the United States shall have any interest in or derive any benefit from the Project.

Grantee agrees that Grant Funds will be used to purchase food in support of the Watertown City School District Backpack Program which will be made available to low and moderate income persons, as defined by HUD.

Grantee hereby certifies that it is in its complete control to use the Grant Funds for the Grant Purposes. This document contains the entire agreement between Grantor and Grantee, and there are no terms or conditions, oral or written, governing the use of the Grant Funds other than those contained in this document. This agreement will be governed by the laws of the State of New York. This Grant Agreement may be executed by Grantor and Grantee in separate counterparts. All such counterparts shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. This Grant Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Grant Agreement to be executed as of the date first above written.

UNITED WAY OF NORTHERN NEW YORK, a a  
501 (c)(3) Not-For-Profit Organization

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By: Robert Gorman  
Its: President

CITY OF WATERTOWN

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By: Sharon Addison  
Its: City Manager

Res No. 10

October 12, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing GHD for Final Design of Phase 1B of Wastewater Treatment Plant Sludge Disposal Process Modification Project

As stated in the attached report of Water Superintendent Vicky Murphy, the City of Watertown was successful in its application to NYS Environmental Facilities Corporation for consideration in grant funding for the Wastewater Treatment Plant Sludge Disposal Process Modification Project.

The first phase of the sludge modification program has been segmented into Phases 1A and 1B. Preliminary Designs and Phase 1A Final Design have been completed and the project is ready to proceed with Phase 1B Final Design, Bidding and Construction.

Attached for Council consideration is a resolution authorizing GHD to proceed with the Phase 1B Final Design at a cost of \$540,450, along with the Agreement. City Council approved a Bond Ordinance to support this project on April 4, 2016.

# RESOLUTION

Page 1 of 1

Authorizing GHD for Final Design of Phase 1B of Wastewater Treatment Plant Sludge Disposal Process Modification 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***

WHEREAS the City of Watertown owns and operates a Wastewater Treatment Plant located at 700 William T. Field Drive, Watertown, NY, and

WHEREAS the City of Watertown was successfully awarded a grant from the NYS Environmental Facilities Corporation for the Wastewater Treatment Plant Sludge Disposal Process Modification Project, and

WHEREAS GHD has completed Preliminary Designs and Phase 1A Final Design, and

WHEREAS the project is ready to proceed with Phase 1B Final Design, Bidding and Construction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York hereby authorizes the Agreement Between the City of Watertown, New York, and GHD Consulting Services Inc., a copy of which is attached and made part of this resolution, to proceed with Phase 1B Final Design, Bidding and Construction of the Wastewater Treatment Plant Sludge Disposal Process Modification Project in the amount of \$540,450, and

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

***Seconded by***

## **COUNCIL MEMORANDUM**

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

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

**Date:** October 12, 2016

**RE:** Authorizing GHD for Final Design of Phase 1B of the Wastewater Treatment Plant Sludge Disposal Process Modification Project

**Background:**

The City of Watertown received funding, in August of this year, through NYSEFC in the amount of \$9,440,000 (\$2.3M grant and \$6M +/- 0% interest loan). This funding will allow the City to continue with the Wastewater Treatment Plant Sludge Disposal Process Modification Project which was first presented to Council in 2012.

The Preliminary Designs and Phase 1A Final Design have been completed at this time and the Project is ready to proceed with Phase 1B Final Design, Bidding and Construction.

Attached for Council consideration is a resolution authorizing GHD to proceed with the Phase 1B Final Design, Bidding and Construction. Also attached is GHD's Engineering Proposal.

**Fiscal Implications:**

The total budget for GHD's services is **\$540,450** and includes Final Design, Bidding, Construction Administration, Resident Project Representation and Post-Construction.



**AGREEMENT**

**BETWEEN**

**CITY OF WATERTOWN, NEW YORK**

**(OWNER)**

**AND**

**GHD CONSULTING SERVICES INC.**

**FOR**

**SERVICES**

**FOR**

**PHASE 1B SLUDGE DISPOSAL MODIFICATIONS**

**(PROJECT)**

**September 16, 2016**



**GHD – USA**  
**Services Agreement**

**General Details:**

Project Name	Phase 1B Sludge Disposal Modifications
The Project is	Modifications to the City of Watertown Water Pollution Control plant to Install New Digester Gas Engine Driven Raw Wastewater Pumps and Associated Equipment and Appurtances
“OWNER” and the “Client” means	City of Watertown 245 Washington Street Suite 202 Watertown, NY 13601
OWNER’s Designated Representative(s) is	Vicky L. Murphy, Superintendent of Water Tel: 315.785.7757 Email: <a href="mailto:vmurphy@watertown-ny.gov">vmurphy@watertown-ny.gov</a>
OWNER’s Authorized Signer is	Sharon Addison, City Manager
“GHD” means	GHD Consulting Services Inc. One Remington Park Drive Cazenovia, NY 13035
GHD’s Designated Representative is	Jason D. Greene, PE, Project Manager Tel: 315.679.5800 Email: <a href="mailto:jason.greene@ghd.com">jason.greene@ghd.com</a>
GHD’s Authorized Signer is	Bruce G. Munn, PE, Principal Tel: 315.679.5800 Email: <a href="mailto:bruce.munn@ghd.com">bruce.munn@ghd.com</a>

**Services:**

Final Design Services, as further defined in Exhibit A.

**Fees:**

\$540,450, as further defined in Exhibit A.

**Period of Service:**

Effective Date of this Agreement: September 16, 2016  
 Final Design phase will be completed within 150 calendar days of authorization by OWNER, as further defined in Exhibit A.

**Additional Exhibits:**

Exhibit A - Scope of Services  
 Exhibit B - New York State Environmental Facilities Corporation (NYSEFC) New York State Revolving Fund Program  
 Exhibit C – Not Used  
 Exhibit D - EJCDC E-500 Exhibit D “Duties, Responsibilities and Limitation of Authority of Resident Project Representative”  
 Exhibit E – Notice of Acceptability of Work

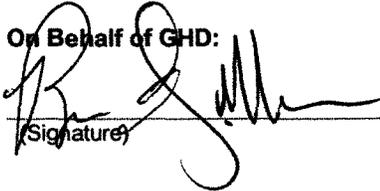


**GHD – USA**  
**Services Agreement**

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Duly authorized representatives to execute this Agreement:

**On Behalf of GHD:**

  
 \_\_\_\_\_  
 (Signature)

**Bruce G. Munn, PE**  
 \_\_\_\_\_  
 (Print name)

**Principal**  
 \_\_\_\_\_  
 (Title)

**9/16/16**  
 \_\_\_\_\_  
 (Date)

**On Behalf of OWNER:**

\_\_\_\_\_  
 (Signature)

**Sharon Addison**  
 \_\_\_\_\_  
 (Print name)

**City Manager**  
 \_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

**Additional Signatures, if required:**

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Print name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)



# GHD – USA

## Services Agreement

### Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

### Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - (a) Provide all criteria and full Information as to OWNER's requirements for the Project;
  - (b) Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
  - (c) Arrange for site and property access as required for GHD to perform the services;
  - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

### Payment

5. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

  - (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
  - (b) Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;

- (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
  - (d) OWNER fails to pay an amount due under the Agreement; or
  - (e) OWNER ends the Agreement before GHD has completed the services.
6. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

### Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
  - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of at least \$1,000,000 per occurrence;
  - (b) Comprehensive General Liability Insurance with combined single limits of not less than \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
  - (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
  - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7(b) and 7(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.



## GHD – USA Services Agreement

### Total Liability for Damages

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is less.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

### Intellectual Property

11. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

### Confidentiality, documents and information

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

### Termination

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### Indemnification

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

### Dispute Resolution

16. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.



# GHD – USA

## Services Agreement

### Independent Contractor

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

### Assignment

18. This Agreement may be assigned by either party with the prior written consent of the other party.

### Health and Safety

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

### Compliance with Laws, Permits and Licenses

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

### Severability

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

### No Third-Party Beneficiaries

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### Notification Period

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

### Complete Agreement

24. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.

25. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.

26. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

### Definitions

27. Unless the context otherwise requires, in the Agreement:

**“Additional Insured”** means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an “Insured” under that policy.

**“Agreement”** means the agreement executed by the parties in connection with the services, including these terms and exhibits.

**“Designated Representative”** means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**“Document”** or **“Documents”** includes a written or electronic document.

**“Fees”** means the amount set out in the agreement details including disbursements.

**“Information”** includes documents and information provided pertinent to the project.

**“Liability”** or **“Liabilities”** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

**“Project”** means the project(s) that the services relate to.

**“Services”** means the services set out in the agreement details (or otherwise the services GHD undertakes).

**“OWNER”** means the person(s) set out in the agreement details (and if more than one person, “OWNER” means each of those persons severally and all of them jointly).



## **EXHIBIT A - SCOPE OF SERVICES**

### **FINAL DESIGN PHASE**

The scope of the final design shall be in accordance with recommendations provided in the City of Watertown's Sludge Disposal Modification Report Phase 1B Preliminary Design Report, July 2015 for the Phase 1B recommended improvements. The scope generally includes design of:

- A new digester gas treatment system housed in a "pre-engineered" building
  - Two new digester gas driven engines for two existing influent wastewater pumps (Influent Pump Nos. 1 and 4)
  - New mezzanine level in the existing pump room to support the digester gas engines and pipes
  - Heating and ventilating modifications as required to recover/exhaust heat
  - New digester gas flare
  - Yard piping
  - Associated modifications
1. Prepare final drawings and specifications indicating the scope, extent and character of the work to be completed by the Construction Contractor.
  2. Visit the site as needed to assist in preparing the final drawings and specifications.
  3. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design, assist OWNER in consultations with such authorities and revise the drawings and specifications in response to directives from such authorities, as appropriate.
  4. Advise OWNER of any recommended adjustments to the Opinion of Probable Construction Cost.
  5. Assist OWNER in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective Contractors may rely.
  6. Perform or provide the following other Final Design Phase tasks or deliverables:
    - a. Provide necessary topographic and utility mapping for design purposes. Topographic survey will be completed in the areas of the site where new work will be completed. Utility mapping will be based upon information obtained from utility owners.
    - b. Provide an asbestos lead-based paint and PCB materials survey of the existing areas at the treatment plant that will be impacted by this projects, include the:
      - Control Building - Raw Wastewater Pump Room
      - Primary Digester No. 2
      - Primary Digester No. 1
      - Secondary Digester



## GHD – USA

# Services Agreement

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The scope of the sampling is based upon the following:

- Lead paint chip sampling - 15 samples
- Asbestos sampling friable - 20 samples
- Non-friable organically bound (NOB) - 40 samples
- PCB sampling - 10 samples

Based upon the results of the lead asbestos and PCB analysis, GHD will complete design and contract specifications of the removal and disposal of lead, asbestos and PCB's, as required, for completion of the project.

This task will be completed by subcontract to GHD.

- c. Final design will be completed in accordance with the New York State Environmental Facilities Corporation (NYSEFC) New York State Revolving Fund Program requirements (Exhibit B), including compliance with 23% W/MBE participation and EEO requirements.
7. Final Design Progress Submissions – GHD will prepare progress submissions at the 50% and 95% design completion points. Submissions will include updated contract drawings and specifications for review and comment at the 50% and 95% progress points.
8. Furnish for review by OWNER, its legal counsel and other advisors, four copies of the final drawings and specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other Construction Procurement Documents), and any other Final Design Phase deliverables, within 150 days of authorization to proceed with the Final Design Phase, and review them with OWNER.
9. Revise the final drawings and specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the OWNER, as appropriate, and submit seven final copies of such documents to OWNER within 14 days after receipt of OWNER's comments and instructions. Final drawings and specifications will be submitted to regulatory agencies for review and approval.
10. Respond to comments from regulatory agencies, including required revisions to contract plans and specifications.

GHD's services under the Final Design Phase will be considered complete upon approval from regulatory agencies.

The number of Prime Contracts for work designed or specified by GHD upon which the GHD's compensation has been established under this Agreement is four. If more Prime Contracts are awarded, GHD shall be entitled to an equitable increase in its compensation under this Agreement.



## **BIDDING PHASE**

After acceptance by OWNER of the bidding documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase and upon authorization by OWNER to proceed, GHD shall:

1. Provide 25 sets of bidding documents for this phase to the OWNER for distribution.
2. Conduct pre-bid conference.
3. Receive questions from perspective bidders, prepare addenda as appropriate to clarify, correct or change the bidding documents and submit to the OWNER for distribution.
4. Consult with OWNER as to the acceptability of subcontractors, suppliers and other individuals and entities proposed by prospective Contractors for those portions of the work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, GHD shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for the work.

The Bidding Phase will be considered complete upon OWNER's acceptance of bids or upon cessation of negotiations with prospective Contractors.

## **CONSTRUCTION PHASE**

Upon successful completion of the Bidding Phase and upon written authorization from OWNER, GHD shall complete the following:

1. General Administration of Construction Contract - Consult with OWNER and act as OWNER's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities and authority of GHD as assigned in the Construction Contract shall not be modified, except as GHD may otherwise agree in writing. All of OWNER's instructions to the Contractor will be issued through GHD, which shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and the Construction Contract, except as otherwise provided in writing.
2. Independent Testing Laboratory – Obtain services of an independent testing laboratory to perform testing services required for construction. An allowance of \$1,000 is included for testing. Testing will be completed and paid based on actual invoice amount times a factor of 1.05.
3. Pre-Construction Conference - Conduct a Pre-Construction Conference prior to commencement of work at the site.
4. Schedules - Receive, review and determine the acceptability of any and all schedules that the Contractor is required to submit to GHD, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Baselines and Benchmarks - As appropriate, establish baselines and benchmarks for locating the work which in GHD's judgment are necessary to enable the Contractor to proceed.



## GHD – USA Services Agreement

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6. Visits to Site and Observation of Construction - In connection with observations of Contractor's work while it is in progress:
  - a. Make visits to the site at intervals appropriate to the various stages of construction, as GHD deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed work. Such visits and observations by GHD and the Resident Project Representative (RPR) (if any) are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to GHD in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on GHD's exercise of professional judgment, as assisted by the RPR (if any). Based on information obtained during such visits and observations, GHD will determine in general if the work is proceeding in accordance with the Contract Documents and GHD shall keep OWNER informed of the progress of the work.
  - b. The purpose of GHD's visits to, and representation by the RPR (if any) at the site, will be to enable GHD to better carry out the duties and responsibilities assigned to and undertaken by GHD during the Construction Phase and, in addition, by the exercise of GHD's efforts as an experienced and qualified design professional, to provide for the OWNER a greater degree of confidence that the completed work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents. GHD shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work, nor shall GHD have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by Contractor, for security or safety at the site, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the work. Accordingly, GHD neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the work in accordance with the Contract Documents. The GHD will notify the Contractor and advise the OWNER if work is observed to be not in accordance with the Contract Documents. Further, the GHD will make recommendations to the OWNER regarding acceptability of work determination of defective work and recommendations for withholding/limiting payment for non-acceptable/defective work. GHD's responsibilities regarding defective work, recommendations for payment and other construction phase duties are described in the following sections.
7. Special Inspections – Special inspections will be provided in accordance with requirements of the NYS Building Code. Special inspections are anticipated for the Gas Conditioning Building only.
8. Defective Work - Reject work if, on the basis of GHD's observations, GHD believes that such work a) is defective under the standards set forth in the Contract Documents; b) will not produce a completed project that conforms to the Contract Documents; or c) will imperil the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents.
9. Clarifications and Interpretations, Field Orders - Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, GHD may issue field orders authorizing minor variations in the work from the requirements of the Contract Documents.



10. Change Orders and Work Change Directives - Recommend change orders and work change directives to OWNER, as appropriate, and prepare change orders and work change directives, as required.
11. Shop Drawings and Samples - Review and approve or take other appropriate action in respect to electronic (PDF) shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. GHD shall meet any Contractor's submittal schedule that GHD has accepted.
12. Substitutes and "Or-Equal" - Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
13. Inspections and Tests - Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by Laws and Regulations or the Contract Documents. GHD's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. GHD shall be entitled to rely on the results of such tests. Provide electronic PDF copies of test results to OWNER for his use.
14. Disagreements Between OWNER and Contractor - Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of Contractor's work, review each duly submitted claim by OWNER or Contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if GHD in its discretion concludes that to do so would be inappropriate. In rendering such decisions, GHD shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. Applications for Payment - Based on GHD's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that GHD recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute GHD's representation to OWNER based on such observations and review that, to the best of GHD's knowledge, information and belief, Contractor's work has progressed to the point indicated, the work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation) and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is GHD's responsibility to observe Contractor's work. In the case of unit price work, GHD's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, GHD shall not thereby be deemed to have represented that observations made by GHD to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to GHD in this Agreement and the Contract Documents. Neither GHD's review of Contractor's work for the purposes of recommending payments nor GHD's recommendation of any payment including final payment will impose on GHD



## GHD – USA

### Services Agreement

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responsibility to supervise, direct or control Contractor's work in progress or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on GHD to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

16. Contractor's Completion Documents - Receive, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. Substantial Completion - Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, visit the project to determine if the work is substantially complete. If after considering any objections of OWNER, GHD considers the work substantially complete, GHD shall deliver a certificate of Substantial Completion to OWNER and Contractor.
18. Final Notice of Acceptability of the Work - Conduct a final visit to the project to determine if the completed work of Contractor is acceptable so that GHD may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, GHD shall also provide a notice in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the work is acceptable to the best of GHD's knowledge, information and belief and based on the extent of the services provided by GHD under this Agreement.
19. Resident Project Representative (RPR) - Provide the services of an RPR at the site to assist the GHD and to provide more extensive observation of Contractor's work. Duties, responsibilities and authority of the RPR are as set forth in Exhibit D ("Duties, Responsibilities and Limitations of Authority of Resident Project Representative"). The furnishing of such RPR's services will not limit, extend or modify GHD's responsibilities or authority except as expressly set forth in Exhibit D. Services of RPR are based upon seven months of full-time representation (1,170 man-hours) plus eight months part-time (330 man-hours).
20. Duration of Construction Phase - The Construction Phase will commence with the execution of the first Construction Contract for the project or any part thereof and will terminate upon written recommendation by GHD for final payment to Contractors. Duration of construction is based upon 15 months for substantial completion and an additional 60 days for final completion. GHD shall be entitled to an equitable increase in compensation if Construction Phase services (including RPR services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
21. Limitation of Responsibilities - GHD shall not be responsible for the acts or omissions of any Contractor, subcontractor or supplier, or other individuals or entities performing or furnishing any of the work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's work, during the Construction Phase or otherwise. GHD shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents. GHD will notify and advise OWNER regarding non-acceptable work or defective work as defined herein.



**PROJECT FEES**

The scope of services will be completed in accordance with the following breakdown by task.

<b>Task</b>	<b>Lump Sum Amount</b>
Final Design Phase	\$273,400
Bidding Phase	\$16,400
Construction Phase	\$98,700
Post-Construction	\$10,600
<b>Total Lump Sum Amount</b>	<b>\$399,100</b>

<b>Task</b>	<b>Hourly Amount</b>
Laboratory Testing <sup>(1)</sup>	\$1,050
Resident Project Representative (Hourly) <sup>(1)</sup>	\$133,500
Special Inspections (Hourly)	\$6,800
<b>Total Hourly (Not-to-Exceed)</b>	<b>\$141,350</b>

<sup>(1)</sup>Invoiced at actual cost times 1.05.

**EXHIBIT B**

**New York State Environmental Facilities Corporation (NYSEFC)  
New York State Revolving Fund Program**



**Environmental  
Facilities Corporation**

**NY State Revolving Fund  
Program Requirements  
Bid Packet**

**Non-Construction Contracts**

For Service Providers

Treatment Works Projects  
(including CWA Section 212)

Drinking Water SRF

NYS Water Grants Program  
(also receiving SRF Loan)

Engineering Planning Grant (EPG)

Effective October 1, 2015

New York State Environmental Facilities Corporation  
625 Broadway, Albany, NY 12207-2997  
P: (518) 402-6924 F: (518) 402-7456  
[www.efc.ny.gov](http://www.efc.ny.gov)

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## Summary of EFC Service Provider Requirements

Forms can be found in Part 3 of this document or online at [www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE)

Forms should be submitted electronically via email or through EFC's dropbox

\* Beginning 10/1/2015 starred forms may be required for disbursement of state revolving loan funds

### To be submitted with this bid:

- \*EEO Policy Statement
- Documented Proof that EPA Form 6100-2 "DBE Subcontractor Participation Form" was given to MWBE Subcontractors
- \*EPA Form 6100-3 "DBE Subcontractor Performance Form"
- \*EPA Form 6100-4 "DBE Subcontractor Utilization Form"
- \*Lobbying Certification  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**Refer to Part 2:**  
**Guidance Section**  
Section 1.B  
Section 2.D  
Section 2.D  
Section 2.D  
Section 3

### To be submitted after contract award:

- Executed contracts, subcontracts, agreements, and purchase orders
- MWBE Utilization Plan and/or Waiver Request
- EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

Section 2.D.3  
Section 2.D.1  
Section 1.C

### Tasks for construction start:

- Ensure that all subcontracts contain Part 1: Required Language

### Ongoing documentation & tasks:

- Submit Monthly MWBE Reports to MBO
- Maintain weekly certified payrolls for all Prime & Subcontractors
- Maintain proof of payments for MWBE Subcontractors

Section 2.D.4  
Section 2.D.4

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## **BID PACKET FOR NON-CONSTRUCTION CONTRACTS**

### **NEW YORK CLEAN WATER and DRINKING WATER STATE REVOLVING FUNDS**

Administered by the New York State Environmental Facilities Corporation (EFC)

“Non-Construction Contracts” means any written agreement, and amendment(s) thereto, where the recipient is committed to expend or does expend funds in return for labor, services (including legal, financial, technical, and other professional services), travel, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency.

### **Contents of Bid Packet**

#### **Part 1: REQUIRED CONTRACT LANGUAGE**

*The required contract language to be inserted into all contracts and subcontracts to satisfy State Revolving Fund (SRF) Program requirements.*

#### **Part 2: GUIDANCE MATERIALS**

*A description of the program requirements as they relate to contracts and subcontracts funded in whole or in part by the New York State Revolving Funds.*

#### **Part 3: REQUIRED FORMS**

*Copies of required forms are included at the end of this packet for the Service Provider's use. All forms can be found on the EFC website ([www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE)).*

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# PART 1: REQUIRED CONTRACT LANGUAGE

This Part 1 is to be inserted in its entirety for ALL project contracts and subcontracts being funded in whole or in part with SRF funds.

Check EFC’s website ([www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE)) for updates.

**\*\*Please note that the contractual language in its entirety is not necessarily applicable to all projects. Information is provided in parentheses below each program section within to identify circumstances when certain language is not applicable.\*\***

## Part 1: Table of Contents

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## **REQUIRED TERMS FOR PROJECT CONTRACTS AND SUBCONTRACTS**

*\*\* (This section applies to all contracts and subcontracts) \*\**

In accordance with the terms and conditions set forth in Section 5.1 of the Project Finance Agreement, Recipient agrees that the following language will be included in all contracts and subcontracts regarding the Project including but not limited to those relating to construction, engineering, architectural, legal and fiscal services, as required by federal and state laws, regulations, and executive orders applicable to this Project:

### **Defined Terms:**

The term "Bid Packets" means the New York State Revolving Fund (SRF) Bid Packet for Construction Contracts and Bid Packet for Non-Construction Contracts and Service Providers, available at [www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE).

The term "Contractor", as used in this contract or subcontract, means, and applies to, all Prime Contractors, consultants and Service Providers as hereinafter defined, unless specifically referred to otherwise.

The term "Service Providers" means those who provide the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, and travel.

The term "Subcontractor", as used in this contract or subcontract, means, and applies to, any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Service Provider.

The term "EEO policy statement" means a statement of the Service Provider and Subcontractor setting forth at least the following:

- (i) A statement that the Service Provider will provide for and promote equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of Service Provider's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be provided with equal employment opportunity free of discrimination and harassment against any person on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.
- (iii) An agreement to 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 or harass on the basis of race, color, national origin, age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law and that such union or representative will affirmatively cooperate in the implementation of the Service Provider's obligations herein.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

The term "EFC" means the New York State Environmental Facilities Corporation.

The term "EPA" means the United States Environmental Protection Agency.

The term "ESD" means the Empire State Development Corporation - Division of Minority and Women's Business Development.

The term "Recipient" means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due hereunder are being paid in whole or in part.

The term "Service Providers" means professional services, such as legal, engineering, financial advisory or other professional services, supplies, commodities, equipment, materials, and travel.

The term "State" means the State of New York.

The term "Treatment Works" is defined in Clean Water Act (CWA) Section 212. Examples include new, expanded or rehabilitated wastewater; sludge treatment and disposal facilities including biosolids reuse; collector, trunk and interceptor sewers; sewer rehabilitation and infiltration/inflow correction; municipally-owned sewers and treatment capacity for industrial wastewater; combined sewer overflow (CSO) abatement; stormwater resiliency and pollution abatement; energy initiatives, including energy efficiency and on-site power generation for treatment plants and sewer systems; water treatment plant filter backwash and sludge treatment; water efficiency projects, including conservation and reuse of water; septage hauling and marine vessel pump out/treatment facilities; publically-owned water conservation/reuse devices or systems; and security measures for wastewater treatment plants and sewer systems. Stormwater management facilities that are specifically required by a Long Term Control Plan, administrative/judicial order, or a SPDES permit for an MS4 or combined sewer system are considered to be Section 212 projects.

The terms "Nonpoint Source Projects" and "Green Infrastructure Project" are defined in CWA Section 319. Examples include green infrastructure projects that manage stormwater, such as constructed wetlands, biofilters, porous pavement and green roofs; waterbody restoration including stream bank stabilization and drainage erosion and sediment control; restoration of riparian vegetation, wetlands and other water bodies; land acquisition or conservation easements for water quality protection; stormwater management facilities, such as street sweepers and catch basin vacuum vehicles, sediment traps and basins; and capping and closure of municipal solid waste landfills, landfill reclamation, landfill leachate collection, storage and treatment of landfill gas collection and control systems.

The term "Estuary Management Program Project" means a CWA Section 320 Project. Examples include projects necessary to implement the EPA-approved Estuary Conservation and Management Plans for the New York-New Jersey Harbor; Peconic Bay; and Long Island Sound Estuaries.

## **EEO AND MWBE LANGUAGE, GOALS AND OTHER PROGRAM REQUIREMENTS**

*\*\* (Applies to all contracts) \*\**

### **Interpretation:**

This contract is subject to Article 15-A of the Executive Law (Article 15-A) and 5 NYCRR 140-145 (the Regulations) and shall be considered a State Contract as defined therein. If any of the terms herein conflict with Article 15-A or the Regulations, such law and regulations shall supersede these requirements.

### **Representations and Acknowledgements of Service Provider:**

The Service Provider acknowledges that funds for the payment of amounts due under this contract are being provided in whole or in part subject to the terms and conditions of a grant agreement or a project finance agreement with EFC.

The Service Provider represents that it has submitted an EEO policy statement, an EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts, and an MWBE Utilization Plan (Prime Service Providers only), **prior to the execution of this contract.**

**Suspension/Debarment** - The Service Provider is not a debarred or suspended party under 2 CFR Part 180, 2 CFR Part 1532 and 40 CFR Part 32. Further, neither the Service Provider nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

**Equal Employment Opportunity (EEO), Affirmative Action, MWBE and Other Covenants:**

Service Provider and Subcontractor shall comply with all federal and state laws, regulations, and executive orders applicable to this Project, and shall provide such documentation, including periodic reports, as may be requested from time to time and as set forth in guidance documentation available at [www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE), including but not limited to the Bid Packets.

With respect to this contract, the Service Provider and Subcontractor shall undertake or continue existing programs of affirmative action and equal employment opportunity to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin (including limited English proficiency), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. For these purposes, affirmative action 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.

**MWBE PROGRAM**

**\*NEW Goals as of 10/1/2015\***

- \*\**(Applies to all: (1) Service Provider contracts greater than \$25,000*
- (2) Contracts that are initially under this threshold but subsequent change orders or contract amendments increase the contract value above \$25,000*
- (3) Contract amendments greater than \$25,000)\*\**

**MWBE Goals** - The Service Provider agrees to pursue MWBE goals in effect at the time of execution of this contract. The MWBE goals shall be applied to the total amount being funded pursuant to the grant agreement or project finance agreement with EFC. Please contact EFC if you have any questions about the applicable goals for your contract.

<b>Program</b>	<b>MWBE Combined Goal*</b>
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving SRF loan)	CWSRF 23% DWSRF 26%
Engineering Planning Grant	CFA Round 2012-2014 20% CFA Round 2015-2016 30%

\*May be any combination of MBE and/or WBE participation

Service Providers shall solicit participation of MWBE Service Providers (including Subcontractors, consultants and Service Providers) for SRF-funded projects in accordance with the aforementioned goals. The Service Provider must submit sufficient documentation to demonstrate good faith efforts to provide opportunities for MWBE participation for work related to the SRF-funded project in the event respective goals are not achieved. Guidance pertaining to documentation of good faith efforts is set forth in the Bid Packet.

The Service Provider agrees that for purposes of providing meaningful participation by MWBEs on the contract and achieving the goals, Service Provider will reference the directory of New York State Certified MWBEs found at the following internet address: [ny.newnycontracts.com](http://ny.newnycontracts.com).

Subcontractors who in turn subcontract work shall also comply with MWBE requirements for that contract.

**MWBE Utilization Plan** (MWBE Utilization Plan requirements apply to Service Providers. MWBE Utilization Plans are submitted to the SRF Recipient's minority business officer (MBO) prior to execution of a contract.) Each Service Provider shall prepare an MWBE Utilization Plan, and any subsequent revisions or amendments

thereto, that provides information describing MBEs and WBEs to be utilized at various times during the performance of this contract. The MWBE Utilization Plan shall identify the Service Provider's proposed MBE and WBE utilization for this contract and the MWBE participation goals established for this contract by EFC. The MBEs and WBEs identified in the MWBE Utilization Plan must be certified by, or have applied for, certification from ESD.

In the event that the Service Provider's approved MWBE Utilization Plan does not propose achievement of the MWBE participation goals for this contract, the Contractor shall complete a waiver request as hereinafter referenced.

**Submission** – Within 30 days of execution of this contract, the Service Provider shall submit to the Recipient copies of all signed subcontracts, agreements, and/or purchase orders referred to in the MWBE Utilization Plan.

**Compliance** – The Service Provider agrees to adhere to its approved MWBE Utilization Plan for the participation of MWBEs on this contract pursuant to their respective MWBE goals.

**Waivers** – If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals then, prior to execution of a contract, the Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the Recipient. The Service Provider is entitled to receive a written notice of acceptance or denial within 20 days of receipt. Upon receipt of a notice of deficiency from the Recipient, the Service Provider shall respond with a written remedy to such notice within 7 days. Such response may include a request for a total or partial waiver of the aforementioned goals.

The Service Provider shall comply with the requirements set forth in the Bid Packets regarding waivers.

**Required Reports – MWBE Monthly Report** – The Service Provider agrees to submit a report to the Recipient by the 3<sup>rd</sup> business day following the end of each month over the term of this contract documenting the payments made and the progress towards achievement of the MWBE goals of this contract.

## **EEO PROGRAM**

*\*\* (Applies to all contracts and subcontracts greater than \$10,000) \*\**

### **EEO Workforce Staffing Plan**

All Service Providers and their Subcontractors shall submit an acceptable EEO Workforce Staffing Plan setting forth the anticipated work force to be utilized on such contract or, where required, information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Recipient. The EEO Workforce Staffing Plan is submitted to the Recipient prior to execution of a contract.

### **Required Reports - EEO Workforce Utilization Reports**

During the term of this contract, the Service Provider and Subcontractor shall update and provide notice to the Recipient of any changes to the previously submitted Staffing Plan in the form of an EEO Workforce Utilization Report. The Service Provider shall submit this information on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The EEO Workforce Utilization Report must be submitted to report this information. In the event a Service Provider and Subcontractor's workforce does not change within the Quarterly period, the Service Provider shall notify the Recipient in writing.

## **DISADVANTAGED BUSINESS ENTERPRISES**

*\*\* (Applies to all contracts and subcontracts) \*\**

The Service Provider and Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Service Provider and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Service Provider and Subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. Service Providers and Subcontractors shall comply with the requirements set forth in the Bid Packets regarding Disadvantaged Business Enterprises.

## **REMEDIES**

*\*\* (Applies to all contracts) \*\**

Upon a determination by the Recipient of the Service Provider's non-responsiveness, non-responsibility or breach as a result of a failure to comply with the requirements of Article 15-A and the Regulations, the Recipient may withhold funds under this contract or take such other actions, impose liquidated damages or commence enforcement proceedings as set forth herein or as otherwise allowed by law or in equity.

If the Service Provider or Subcontractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth in clauses (i), (ii), (iii) and (iv) of the definition thereof and within the timeframe required therefor, Recipient may declare this contract to be null and void.

The Service Provider and Subcontractor agree that a failure to submit and/or adhere to its EEO policy statement, EEO Workforce Staffing Plan for Service Provider (Non-construction) Contracts (if applicable), and an MWBE Utilization Plan (Contractors only), and any other required periodic reports, shall constitute a material breach of the terms of this contract, entitling Recipient to any remedy provided herein, including but not limited to, a finding of Service Provider non-responsiveness.

**Liquidated or Other Damages** - If it has been determined by the Recipient or NYSEFC that the Service Provider is not in compliance with the requirements herein or refuses to comply with such requirements, or if the Service Provider is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Service Provider shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as determined by the Recipient or EFC, in accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13.

Liquidated damages shall be calculated as an amount not to exceed the difference between:

1. All sums identified for payment to MWBEs had the Service Provider achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under this contract.

In the event a determination has been made by the Recipient or EFC which requires the payment of liquidated damages and such identified sums have not been withheld, Service Provider shall pay such liquidated damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day, the Service Provider has filed a complaint with ESD pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

## **RESTRICTIONS ON LOBBYING**

*\*\* (Applies to all contracts and subcontracts greater than \$100,000) \*\**

The Service Provider and Subcontractor executing a contract in excess of \$100,000 agree to provide to the Recipient an executed Certification For contracts, Grants, Loans, and Cooperative Agreements 40 CFR 34, in the form attached hereto, consistent with the requirements of 40 CFR Part 34.

**AMERICAN IRON AND STEEL (AIS) REQUIREMENT**

*\*\* (Applies only to Equipment and Material Supplier contracts) \*\**

The Service Provider acknowledges to and for the benefit of the Recipient of the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF) financial assistance that the Service Provider understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (EFC) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Service Provider pursuant to this Agreement.

The Service Provider hereby represents and warrants that:

- (a) the Service Provider has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Service Provider will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Service Provider shall permit the Recipient to recover as damages against the Service Provider any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Service Provider has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Service Provider agree that the EFC is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EFC.

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# PART 2:

## GUIDANCE MATERIALS

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## INTRODUCTION

A description of requirements as they relate to contracts funded in whole or in part by the New York State Revolving Funds:

### **Applicability:**

This guidance applies to Service Provider (Non-Construction) contracts or subcontracts where the SRF recipient (Recipient) commits to expend funds for services (including legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or any combination thereof.

### **Purpose of Documents:**

This guidance is designed to complement the required contract language as set forth in Part 1, by providing additional information intended to assist SRF Recipients and bidders in complying with EEO, MWBE and other requirements of the SRF programs, as appropriate, including:

- New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development)
- 40 Code of Federal Regulations (CFR) Part 33 – “Participation by Disadvantaged Business Enterprises in US EPA Programs”
- Restrictions on Lobbying
- P.L. 113-76, Consolidated Appropriates Act, 2014; WRRDA Section 608 of the Federal Water Pollution Control Act, as revised – “American Iron and Steel” (AIS)

Service Providers are required to engage in procurement practices that will provide opportunities for meaningful participation of minority and women-owned business enterprises (MWBE) in providing construction, labor, travel, equipment, materials, supplies, services (including legal, financial, engineering or other professional services), or any combination of the above, and practices to encourage the employment of minorities and women in the workforce.

Failure to report on EEO participation or to meet any of the program requirements and regulations described within this packet in a timely manner may result in withholding of disbursements of SRF funds or other remedies as reflected in the SRF financial assistance agreement. This may affect the Service Provider’s payments.

Reference the EFC website to ensure the most recent forms and language. ([www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE))

The New York State Environmental Facilities Corporation (EFC) implements the New York State Revolving Fund (SRF) for both Clean Water and Drinking Water projects. This guidance outlines the activities that must be performed by each Service Provider and Subcontractor on an SRF funded project in order to comply with federal and New York State laws and regulations.

## SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

*\*\* (Applies to all contracts and subcontracts greater than \$10,000) \*\**

### **A. WORKFORCE DIVERSITY**

Service Providers are required to document their efforts to meet EEO goals for the employment of minorities and women on all SRF funded projects on the EEO Workforce Utilization Report. The United States Department of Labor (DOL) has established EEO goals for employment of minority and women. The goals are available on EFC’s website in the Prime Contractor folder.

## **B. EEO POLICY STATEMENT**

The EEO Policy Statement is documentation of a Service Provider's or Subcontractor's policy of non-discrimination in accordance with federal and state laws. EEO Policy Statements must: be submitted to the Recipient's minority business officer (MBO) as part of any bid proposal or upon execution of a subcontract; include language as defined above (see Required Terms for Project Contracts and Subcontracts – EEO Policy Statement definition); and be signed by the Service Provider or Subcontractor, as applicable.

The EEO Policy Statement can be found in the Required Forms section of this document and on EFC's website in both the Prime Contractor and MWBE Subcontractor sections.

## **C. EEO WORKFORCE STAFFING PLAN**

With the Bid, or when offering services, each Service Provider shall submit to the SRF Recipient an EEO Workforce Staffing Plan estimating the anticipated work force to be utilized on the project. The EEO Workforce Staffing Plan shall include information on the Service Provider's total work force, including apprentices, broken down by specific ethnic background, gender and Federal occupational categories.

Blank EEO Workforce Staffing Plans are found in the Required Forms section of this document and on EFC's website.

## **D. EEO WORKFORCE UTILIZATION REPORTS**

Upon the execution of the contract and monthly thereafter, the Service Provider shall submit to the Recipient's MBO an EEO Workforce Utilization Report that documents the actual labor hours worked by ALL Service Provider AND Subcontractor employees during the prior month period, on activities related to the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Recipient.

The *EEO Workforce Utilization Report* is part of the MWBE Monthly Report form. Both the EEO Workforce Utilization Report and MWBE Monthly Report are found on the EFC website in the Prime Contractor folder.

All EEO Workforce Utilization Reports submitted by the Service Provider and Subcontractor must reflect a separation of the workforce utilized in the performance of this contract from Service Provider or Subcontractor's total workforce. The EEO Workforce Utilization Report must indicate that the information provided relates to the actual workforce utilized. If the Service Provider or Subcontractor fails to separate the workforce to be utilized on this contract from the total workforce as determined by Recipient, Service Provider shall submit the EEO Workforce Utilization Report and indicate that the information provided is Service Provider or Subcontractor's total workforce during the subject time frame, not limited to work specifically under a particular contract.

## **SECTION 2 MWBE and DBE**

*\*\*DBE Applies to all contracts*

*MWBE Applies to all: (1) Service Provider contracts greater than \$25,000  
(2) Projects that are initially under these thresholds but have subsequent change orders that increase the contract value above \$25,000  
(3) Contract amendments greater than \$25,000\*\**

## A. MWBE REQUIREMENTS

Recipients, Service Providers and Subcontractors must comply with New York State Executive Law, Article 15-A and New York Code of Rules and Regulations, Title 5 (5 NYCRR) Parts 140-145 (Regulations of the Commissioner of Economic Development).

Non-construction contracts, for the purposes of SRF MWBE compliance, are written agreements between an SRF Recipient and a Service Provider (or Subcontractor) whereby the SRF Recipient commits to expend funds for the services (i.e. legal, engineering, financial advisory or other professional services, and labor); supplies; commodities; equipment; materials; and travel, or combination thereof in support of an SRF financed project.

Amendments or change orders for such non-construction contracts with a value greater than \$25,000 may be subject to MWBE requirements as well. The Service Provider is to seek additional MWBE participation for the additional value of the contract unless EFC determines otherwise.

If contracts with a value of \$25,000 or less have subsequent change orders or amendments that bring the total contract value to greater than \$25,000, the full value of the contract will then be subject to MWBE requirements.

## B. MWBE PARTICIPATION GOALS (FAIR SHARE OBJECTIVES)

### \*NEW GOALS AS OF 10/1/2015\*

Based on the report, "The State of Minority and Women-Owned Business Enterprise: Evidence of New York, April 29, 2010" (NYS Disparity Study), there is a demonstrated availability of MWBEs throughout New York State. Service Providers are required to solicit participation of MWBE firms (including Subcontractors, consultants, and Service Providers) for SRF funded projects.

MWBE participation goals will be based on the goals in place at the time of the execution date of each respective contract, unless MWBE participation goals have been otherwise specified in an executed SRF grant agreement or project finance agreement. The current goals for this program are listed below. If your contract was executed prior to October 1, 2012 please speak to an EFC Representative to determine what goals apply.

Program	MWBE Combined Goal*
CWSRF, DWSRF, & GIGP	20%
NYS Water Grants (also receiving SRF loan)	CWSRF 23% DWSRF 26%
Engineering Planning Grant	CFA Round 2012-2014 20% CFA Round 2015-2016 30%

\*May be any combination of MBE and/or WBE participation

## C. RECEIVING CREDIT UNDER THE EFC MWBE PROGRAM

To receive MWBE participation credit, Service Providers or Subcontractors performing work that have been identified in an approved MWBE Utilization Plan (See Subsection D1 below for more information) must be certified as an MBE or WBE by the Division of Minority and Women's Business Development, Empire State Development Corporation (ESDC). Conditional credit will be given for firms that have applications pending with ESDC.

Prime Service Providers that are certified MWBE will receive credit for MWBE participation. Primes may include second tier Subcontractors (Subcontractors hired by Subcontractors) on their MWBE Utilization Plan.

A list of firms certified in New York State can be found on the ESD website at <https://ny.newnycontracts.com>. Searches can be performed by the business name, commodity code or business description.

## D. SERVICE PROVIDER'S MWBE RESPONSIBILITIES

### At the Time of Bid:

The completed forms listed below shall be part of the official bid submission (including proposals) by each competing Service Provider:

- **EPA Form 6100-3 “DBE Subcontractor Performance Form”**  
This form shall be completed by all potential Subcontractors and collected by the bidder to be included as part of the bid submission.
- **EPA Form 6100-4 “DBE Subcontractor Utilization Form”**  
This form shall be completed by each potential bidder and submitted as part of the bid submission. On this form, each bidder offers their estimated plan for MBE and WBE utilization for their contract.

NOTE: The Prime **Service Provider's** EEO Policy Statement should be completed and included as part of the bid submission.

### Prior to Award of the Contract:

- **EPA Form 6100-2 “DBE Subcontractor Participation Form”**  
Distribute the form to MWBE Subcontractors who are listed on the 6100-4 form. Submit to the MBO documented proof (e.g. email, letter, certified mail receipt) to the MBO that the 6100-2 form was made available to the MWBE Subcontractors. (See Part 3: Required Forms)

### After Award of the Contract:

Each Prime Service Provider is obligated to seek MWBE participation and document their good faith efforts to meet MWBE goals.

#### 1. MWBE Utilization Plan (UP)

- a. **Due Date:** MWBE UPs are required to be submitted to the MBO no later than the date of execution of the contract.
- b. **Preparation:** Each Service Provider shall prepare an MWBE UP that provides information describing MBEs and WBEs to be utilized during the term of the contract. The MWBE UP will reflect the EFC MWBE goals that apply to the contract as well as the Service Provider's anticipated MWBE participation. The Prime **Service Provider** may take credit for certified firms obtained by their Subcontractors. The Service Provider will transmit the completed MWBE UP form, with all pages filled out, to the MBO. Blank MWBE UP forms are available on EFC's MWBE website.

MWBE UP revisions should be submitted to the MBO, with the next monthly report. When an MWBE UP is revised due to execution of a change order, the change order should be submitted to the MBO with the revised MWBE UP.

- c. **NYS Certified:** The MBEs and WBEs identified in the MWBE UP must be certified by, or have applied for certification from:

Empire State Development Corporation  
Division of Minority and Women's Business Development  
625 Broadway  
Albany, New York 12245  
Phone: 1-800-782-8639  
[www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html)

- d. **Supplier Credit:** Credit for MBE/WBE participation shall be granted for MWBE firms performing a commercially useful business function according to custom and practice in the industry.

“Commercially useful functions” normally include:

- i. Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- ii. Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- iii. Providing functions other than merely accepting and referring requests for supplies or equipment to another party for direct shipment to a Service Provider.
- iv. Being responsible for ordering, negotiating price, and determining quality and quantity of materials and supplies.

MBE/WBE goal crediting:

- i. For MWBE suppliers who are manufacturers, fabricators, or official manufacturer's representatives who are warehousing such goods, up to 100% of the MBE/WBE objective may be credited.
  - ii. No credit will be granted for MBEs and/or WBEs that do not provide a commercially useful function.
- e. **Waiver Request:** If the Service Provider's application of good faith efforts does not result in the utilization of MBE and/or WBE firms to achieve the aforementioned goals or a specialty equipment/service waiver is requested, the Service Provider shall complete the waiver request portion of the MWBE UP, attach appropriate documentation, and submit it to the MBO. **See Section F for more information.**
- f. **MWBE Utilization Plan Acceptance vs. Notice of Deficiency:** The MBO will evaluate a completed MWBE UP. If the MBO finds the UP sufficient, after review and application of the requirements set forth in this guidance, they will forward to EFC for review. If the MBO finds the UP insufficient, they will work with the Service Provider to address deficiencies before submitting to EFC for review. A written notice of acceptance or denial will be issued by EFC within 20 business days of receipt of the UP. Upon notice of deficiency to the Service Provider from either the MBO or EFC, the Service Provider shall respond with a written remedy to such notice within seven (7) business days.

In coordination with the MBO, EFC will accept an MWBE UP upon consideration of many factors, including the following:

- i. The MWBE UP indicates that the proposed goals for the project will be achieved;
  - ii. A Prime Service Provider, who is a certified MBE or WBE, will be credited for up to 100% of the category of their certification. However, good faith efforts to seek participation in the other category are required; and
  - iii. Adequate documentation to demonstrate good faith effort and/or support a specialty equipment/services waiver as described in Section D2.
- g. **UP Acceptance:** Within 10 days of the final acceptance of a MWBE UP or Waiver Request, EFC will post the approved MWBE UP or Waiver Request on the EFC website.

- h. **Conditional Utilization Plan:** In coordination with the MBO, EFC may issue conditional acceptance of UPs pending submission of additional documentation that demonstrates there will be an increase in MWBE participation.
- i. **Revisions of the MWBE Utilization Plans:** If project conditions change such that the information submitted in the approved MWBE UP is no longer valid, the Service Provider shall indicate the changes to the MBO in the next monthly report. At EFC's discretion, an updated MWBE UP form and good faith effort documentation may be required to be submitted.
- j. **Projects Co-Funded with other state/federal agencies:** In the event EFC is providing financial assistance to a project that is also financially supported by other state/federal agencies, EFC may defer to the MBE and WBE participation goals and program established by those agencies.

**2. Good Faith Effort Documentation**

The Prime Service Provider shall maintain documentation of their efforts to solicit participation of MWBE firms for SRF-funded projects in an effort to meet the appropriate goals. In the event respective goals are not achieved, the Service Provider must submit sufficient documentation to demonstrate good faith efforts have been made to provide opportunities to certified MWBE firms to participate in SRF-funded projects.

Examples of documentation of good faith efforts are set forth below:

- Information on the scope of work related to the contract and specific steps taken to reasonably structure the scope of work to break out tasks or equipment needs for the purpose of providing opportunities for subcontracting with, or obtaining supplies or services from, MBEs or WBEs.
- Printed screenshots of the directory of Certified Minority and Women Owned Businesses (MWBE directory) on ESD's website on a statewide basis, if appropriate, for both MBEs and WBEs that provide the services or equipment necessary for the contract. Contact the MBO for assistance in performing a proper search including identifying a sufficient number of solicitations to show that good faith effort was made.
- Copies of timely solicitations and documentation that the Service Provider offered relevant plans, specifications, or other related materials to MBE and WBE firms on ESD's MWBE directory to participate in the work, with the responses.

The Service Provider is to offer sufficient advance notice proportional to the size and complexity of the contract to enable MBEs and WBEs to prepare an informed response to the solicitations for participation as a Subcontractor or supplier. The solicitations and responses are required to be documented in a log to be submitted in the case where the goal is not met. The log should consist of the list of MBE and WBE firms solicited, their contact information, the type of work they were solicited to perform (or equipment to provide), how the solicitation was made (fax, phone, email) and the contact information, the contacts name and the outcome. If a bid was received, the bid price should also be included in the log. See a sample log entry below:

Date	M/WBE Type	Company	Scope of work	Contact Name	Phone/ Email	Solicitation Format	MWBE Response	Negotiation Required?	Selected? If not, Explain

If no response was received to an initial solicitation, at least one follow-up solicitation should be made in a different format than the first, e.g. fax followed by phone call. Any bids received from non-MWBE firms should also be tracked on the log.

Submit the EPA 6100-3 and 6100-4 forms that are required as part of all bids or proposals. A properly completed EPA 6100-3 form is good indication of a contact to an MWBE and their response to the contact. If solicitations do not result in obtaining sufficient participation of MWBE firms due to non-responsiveness, please contact the MBO or EFC MWBE representative for support.

- Copies of any advertisements of sufficient duration to effectively seek participation of certified MBE and WBEs timely published in appropriate general circulation, trade and MWBE oriented publications, together with listing and dates of publication of such advertisements. EFC recommends the use of the Contract Reporter that is free to all Service Providers - <https://www.nyscr.ny.gov/>. A log should be kept of the responses to the ads, similar to the log for MWBE firm solicitation and should include the non-MWBE firms that responded and the bid prices. Any negotiations should be documented in the log.
- Documents demonstrating that insufficient MBEs or WBEs are reasonably available to perform the work. Based on the NYS Disparity Study, there is a presumption of MBE and WBE statewide availability, unless information is submitted indicating otherwise.
- A written demonstration that the Service Provider offered to make up any inability to meet the project MWBE participation goals in other contracts and/or agreements performed by the Service Provider on another SRF funded project.
- The date of pre-bid, pre-award, or other meetings scheduled by the Recipient, if any, and the contact information of any MBEs and WBEs who attended and are capable of performing work on the project.
- Any other information or documentation that demonstrates the Service Provider conducted good faith efforts to provide opportunities for MWBE participation in their work. For instance, Prime Service Providers and MBOs should develop a list of MWBE firms that have expressed interest in working on SRF funded projects
- The use of certified Disadvantaged Business Enterprises (DBE), Small Business Administration (SBA), and Veteran-Owned Small Businesses (VOSB) may be considered as a demonstration of Good Faith Efforts.

### **3. Subcontract Agreements**

The Service Provider shall submit copies of all legally signed subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution. These subcontracts and/or purchase orders must include the following information:

- a. Actual dollar amount of the subcontract;
- b. A job description of the work to be performed by the Subcontractor;
- c. Signatures of both parties;
- d. Date of execution;
- e. MWBE language (included in this bid packet); and
- f. A signed EEO Policy Statement Agreement (See Required Forms).

NOTE: Purchase orders must be sent with copies of both sides of cancelled checks.

### **4. Monthly Reports**

The Service Provider must submit monthly MWBE payment reports supplemented with proof of payment to the MBO. Blank monthly report forms are available on EFC's website

or from the MBO. Monthly reports should be submitted to the MBO within 3 business days after the end of each month being reported.

As part of the Monthly Report, the Service Provider must provide documentation to the MBO that Subcontractors have been paid within 30 days of receipt of payment from the Recipient.

The final monthly payment report must reflect all Utilization Plan revisions and all change orders.

## 5. Other Service Provider Responsibilities

- a. Continue good faith efforts to seek opportunities for MBE and WBE participation even if proposed goals have been achieved. In addition, any revisions to an MWBE Utilization Plan must be documented in the next monthly report to the MBO for approval.
- b. Provide written notification to the MBO and EFC of any termination of an MBE or WBE Subcontractor. This should be reported as part of the revised MWBE Utilization Plan or in a monthly report.
- c. Provide timely and complete responses to inquiries from either the MBO or EFC staff as requested.
- d. Make all MWBE documents and records available upon request to EFC staff, the MBO, or their authorized representatives.
- e. Manage the project in a manner that creates meaningful opportunities for participation by MBEs and WBEs.
- f. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law.

Additional guidance and requirements pertaining to the preparation and submission of the MWBE Utilization Plans can be found in the Part 1: Required Contract Language.

NOTE: Failure by the Service Provider to receive acceptance of the MWBE Utilization Plan by the Recipient or EFC may result in withholding of progress payments. Such withholding of progress payments shall not relieve the Service Provider of any contract requirements including the completion of the project within the specified contract time.

## E. SUBCONTRACTOR'S MWBE RESPONSIBILITIES

Subcontractors are those individuals or business enterprises that contract directly with Service Providers. Subcontractors should:

1. Maintain their MWBE certifications, and notify the Service Provider and MBO of any change in their certification status.
2. Notify the Prime Service Provider of any MWBE Subcontractors they hire so they may be included on the Prime's UP.
3. Respond promptly to solicitation requests by completing and submitting bid information in a timely manner.

4. Maintain business records that should include, but not be limited to, contracts/agreements, records of receipts, correspondence, purchase orders, and canceled checks.
5. Complete and submit the EPA Form 6100-3 "DBE Subcontractor Performance Form" to the Service Provider prior to submission of the bid. Provide a receipt of EPA Form 6100-2 "DBE Subcontractor Participation Form" to the Service Provider prior to award of contract.
6. Ensure that a required EEO Policy Statement and a copy of this Bid Packet is included in each subcontract. Additionally, signed versions of each subcontract should be sent to the MBO within 30 days of execution.
7. Provide programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of race, color, national origin (including limited English provision), age, disability, sex, gender, sexual orientation, religion, genetic characteristics or information, status as a victim of domestic violence, veteran or military status, marital or family status, or any other discrimination prohibited by law. Share EEO utilization information with the Prime Service Provider.
8. Notify the MBO and EFC when contract problems arise, such as non-payment for services or when the Subcontractor is not employed as described in the MWBE Utilization Plan.
9. Perform the subcontracted scope of work in a professional and timely manner.

## F. MWBE WAIVER REQUESTS

Each Service Provider is required to create meaningful opportunities for certified MWBE participation and to offer the MWBE certified firms a fair share of their work. After making good faith efforts to create meaningful opportunities, a Service Provider may find that it is not possible to meet the MWBE goals. In that case, the Service Provider shall request a waiver from the goals.

Even if an MWBE waiver is granted, EEO information must still be submitted. The EEO utilization information is submitted as part of the Monthly Report.

1. **Preparation:** The Service Provider shall complete the waiver request portion of the MWBE Utilization Plan and submit it to the MBO along with adequate good faith effort documentation and a letter explaining why the waiver is necessary.
2. **Waiver Review:** The MBO and EFC will review each waiver request based on the good faith effort criteria presented above and the documentation submitted with the waiver request. EFC will not issue any automatic waivers from MWBE responsibilities. A full or partial waiver from the MWBE goals can be requested.
3. **Specialty Equipment/Service Waiver:** A specialty equipment/service waiver may be granted in cases where:
  - a. equipment is made by only one non-MWBE manufacturer,
  - b. the technical specifications call for equipment that is not available through an MWBE supplier;
  - c. the equipment is constructed on site by specially trained non-MWBE labor;
  - d. the service is not available through an MWBE (such as work done by National Grid);
  - e. the service is proprietary in nature (such as use of certain computer software necessary for control systems); or
  - f. the service cannot be subcontracted (such as litigation services).

If the contract includes specialty equipment or services, and documentation is submitted demonstrating that there are no MBE/WBE firms capable of completing this portion of the contract, the specialty amount of the contract may be deducted from the total contract

amount to determine the MWBE Eligible Amount and the goals would be applied to the MWBE Eligible Amount. This determination is made at the discretion of the MBO and EFC.

**Example:**

\$200,000 - \$50,000 = \$150,000  
 (Contract) (Specialty equipment/service) (MWBE Eligible Amount)

The MWBE goal is applied to the remaining balance.

A request for this specialty equipment/service deduction can be completed by filling out section two of the MWBE Utilization Plan and submitting it to the MBO. The request must include a copy of the page from the contract where the equipment/ service is described and the cost of each item. For construction contracts, the schedule of values or bid tabulation sheet should also be submitted. Additional documentation may be requested by the MBO or EFC.

## G. PROTESTS/COMPLAINTS

Subcontractors or Service Providers who have any concerns, issues, or complaints regarding the implementation of the SRF MWBE/EEO Program, or wish to protest should do so in writing to the project MBO and EFC. The MBO, in consultation with EFC, will review the circumstances described in the submission, investigate to develop additional information, if warranted, and determine whether action is required. If the Subcontractor believes the issue has not been resolved to their satisfaction, they may appeal in writing to EFC for consideration.

## H. WASTE, FRAUD AND ABUSE

Subcontractors, Contractors, Service Providers, or Recipients who know of or suspect any instances of waste, fraud, or abuse within the MWBE & EEO Program should notify the project MBO and EFC immediately. Additionally, suspected fraud activity should be reported to the USEPA – Office of Inspector General Hotline at (888) 546-8740, the New York State Office of Inspector General at (800) 367-4448, or the ESD Compliance Office at (212) 803-3268.

## I. REMEDIES

If a Recipient makes a determination that a Service Provider has been non-responsive, is non-responsible, or is in breach as a result of a failure to comply with the program requirements discussed in Part 1: Required Contract Language, Recipient may withhold funds under the contract or take such other actions, impose liquidated damages or commence enforcement proceedings.

If a Service Provider or Subcontractor fails to submit to Recipient an EEO policy statement within the required timeframe, Recipient may declare the contract to be null and void.

A failure to submit and/or adhere to an EEO policy statement and an MWBE Utilization Plan, and any other required reports, shall constitute a material breach of the terms of the contract between Service Provider and Recipient, and justify a finding of Service Provider non-responsiveness.

## SECTION 3 RESTRICTIONS ON LOBBYING

*\*\*Applies to all contracts and subcontracts greater than \$100,000\*\**

Each Service Provider and Subcontractor which has a contract with Recipient exceeding \$100,000 shall provide to the Recipient a completed Certification for Contracts, Grants, Loans, and Cooperative Agreements, 40CFR Part 34 (Lobbying Certification) form. The form provides a certification that the **Service Provider** or Subcontractor will not expend appropriated federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, officer or employee of

Congress or any employee of any Member of Congress in accordance with the provisions of 40 CFR Part 34, and to maintain such certification for their own records.

## SECTION 4 AIS REQUIREMENTS

*\*\* (Applies only to Equipment and Material Supplier contracts) \*\**

American Iron and Steel (AIS) requirements apply to any federally funded construction project:

- That is for the construction, alteration, maintenance, or repair of public water system or treatment works;
- Where an SRF-eligible entity executes a financial assistance agreement with the NYS Environmental Facilities Corporation (EFC) after January 17, 2014 for assistance through either the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF), and
- That did not have the project plans and specifications submitted for review by a NYS agency on or before January 17, 2014 and approved by a NYS agency before April 15, 2014.

AIS requirements apply to the whole of the project, even if the project is only partially funded by SRF funds.

The following activities must be implemented by each Service Provider on an SRF funded project in order to maintain compliance with the AIS program. These contractual obligations are included in the contract language in Part 1: Required Contract Language and expanded upon below.

Note that the following information serves as a general summary of the AIS program. The Service Provider should refer to the EPA website and review the State Revolving Fund American Iron and Steel Requirement for further information on specific AIS requirements.

### A. DEFINITIONS

It is required that all of the iron and steel products used in the project are produced in the United States. The term "**iron and steel products**" means the following products made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings  
 Manhole Covers  
 Municipal Castings (defined below);  
 Hydrants  
 Tanks  
 Flanges  
 Pipe clamps and restraints  
 Valves  
 Structural steel  
 Reinforced precast concrete  
 Construction materials (defined below)

For one of the listed products to be considered subject to the AIS requirement, it must be made of greater than 50% iron and steel, measured by material cost (with the exception of reinforced precast concrete products).

**Municipal castings** – cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches	Bollards
Ballast Screen	Cast Bases
Benches (Iron or Steel)	Cast Iron Hinged Hatches

Cast Iron Riser Rings	Manhole Covers, Rings and
Catch Basin Inlet	Frames, Risers
Cleanout/Monument Boxes	Meter Boxes
Construction Covers and Frames	Service Boxes
Curb and Corner Guards	Steel Hinged Hatches
Curb Openings	Square and Rectangular
Detectable Warning Plates	Steel Riser Rings
Downspout Shoes (Boot, Inlet)	Trash receptacles
Drainage Grates, Frames and Curb	Tree Grates
Inlets	Tree Guards
Inlets	Trench Grates
Junction Boxes	Valve Boxes, Covers and Risers
Lampposts	

**Construction Materials** – articles, materials, or supplies made primarily of iron and steel that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products:

- Wire rod
- Bar
- Angle
- Concrete Reinforcing bar
- Wire
- Wire cloth
- Wire rope and Cables
- Tubing
- Framing
- Joists
- Trusses
- Fasteners (i.e., nuts and bolts)
- Welding rods
- Decking
- Grating
- Railings
- Stairs
- Access ramps
- Fire escapes
- Ladders
- Wall panels
- Dome structures
- Roofing
- Ductwork
- Surface drains
- Cable hanging systems
- Manhole steps
- Fencing and fence tubing
- Guardrails
- Doors
- Stationary screens

**NOT Considered Construction Materials:** Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials:

- Pumps
- Motors
- Gear reducers
- Drives (including variable frequency drives (VFDs))
- Electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators),
- Mixers
- Gates
- Motorized screens (such as traveling screens)
- Blowers/aeration equipment
- Compressors
- Meters
- Sensors
- Controls and switches
- SCADA
- Membrane bioreactor systems
- Membrane filtration systems
- Filters
- Clarifiers and clarifier mechanisms
- Rakes
- Grinders
- Disinfection systems
- Presses (including belt presses)
- Conveyors, cranes
- HVAC (excluding ductwork)
- Water heaters
- Heat exchangers
- Generators
- Cabinetry and housings (such as electrical boxes/enclosures)
- Lighting fixtures
- Electrical conduit
- Emergency life systems
- Metal office furniture
- Shelving
- Laboratory equipment
- Analytical instrumentation
- Dewatering equipment

## **B. MANUFACTURER'S AIS CERTIFICATION**

Each Contractor shall provide to the Recipient an executed certification from the manufacturer of the product on the form provided in the forms section of this document, that the iron and steel products and/or materials used on this project are in full compliance with the American Iron and Steel requirements in accordance with the provisions of the Consolidated Appropriations Act, and to maintain such certification for their own records.

It is recommended that a step certification process is used, in which each handler (supplier, fabricator, manufacturer, processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin.

A certification typically includes:

- a. the name of the manufacturer
- b. the location of the manufacturing facility where the product or process took place (not its headquarters)
- c. a description of the product or item being delivered
- d. a signature by a manufacturer's responsible party

These certifications should be collected and maintained by Recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or Service Provider, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information.

### **C. CONTRACTOR'S AIS CERTIFICATION**

Each Prime Construction Contractor, or material and equipment supplier, must complete a Contractor AIS Certification form and submit to the SRF Recipient as part of the conformed bid set. The certification states that all permanent iron and steel products used on the contract will be made in the United States and that documentation will be maintained at the project locations.

### **D. AIS WAIVER REQUESTS**

The EPA is allowed to issue waivers from the AIS requirements when:

- The application of the AIS requirements would be inconsistent with the public interest;
- Iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or
- Inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

AIS waivers can be product-specific, project-specific, regional, or nationwide. Waiver requests can only be submitted by either EFC or DOH to EPA, and only EPA can approve an AIS waiver. If the Service Provider is considering requesting an AIS waiver, documentation as described in the EPA guidance should be developed and submitted to the EFC or DOH Project Engineer. See EFC's website for EPA guidance.

#### **1. Waiver Documentation:**

The Service Provider shall complete the waiver request to the Recipient along with adequate good faith effort documentation. Waiver requests should include the following information:

- a. Description of the foreign and domestic construction materials
- b. Unit of measure
- c. Quantity
- d. Price
- e. Time of delivery or availability
- f. Location of the construction project
- g. Name and address of the proposed supplier
- h. A detailed justification for the use of foreign construction materials

For **Cost Waiver Requests**, the Service Provider should compare the overall cost of the project with domestic iron and steel products to overall cost of the project with foreign iron and steel products. Relevant excerpts from the bid documents used by the Service Providers to complete the comparison, as well as supporting documentation indicating that the Service

Providers made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers may be used.

For **Availability Waiver Requests**, the request must include the following supporting documentation necessary to demonstrate the availability, quantity and/or quality of the materials for which the waiver is requested:

- a. Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials
- b. Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers
- c. Project schedule
- d. Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials

Availability Waiver Requests should include a statement from the prime Service Provider and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought.

## 2. Waiver Review:

The Recipient and EFC will review each waiver request based on the criteria presented above and the documentation submitted with the waiver request. EFC will submit waiver request directly to EPA for final approval of submission. Granting a waiver is a three-step process:

- a. Posting – After receiving an application for waiver of the AIS requirements, EPA will publish the request on its website for 15 days and receive informal comment.
- b. Evaluation – EPA will review the application to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to make a determination.
- c. Determination – In the event that EPA finds that adequate documentation and justification has been submitted, the EPA may grant a waiver to the Recipient. The Recipient should keep a copy of the signed waiver in its project files.

## E. DE MINIMIS WAIVER

The AIS de minimis waiver allows that incidental iron and steel components that are tracked in a certain manner are exempt from the AIS requirements. Items that can be subject to the de minimis waiver must be:

1. Essential, but incidental to the construction
2. Incorporated into the physical structure of the project. and
3. Often are low cost and procured in bulk.

Examples of items eligible for de minimis tracking include: washers, screws, nuts, bolts, fasteners, miscellaneous wire, corner bead, ancillary tubing, etc.

Examples of items that are NOT incidental and cannot be considered for de minimis tracking include: process fittings, tees, elbows, flanges, brackets, valves, sewer or water pipes for distribution, treatment or storage tanks, large structural support systems, etc.

To comply with the de minimis waiver, all items that are waived must meet the above criteria and must be 5% or less of the total cost of materials incorporated into the project. This can be measured on a project basis, or on a contract-by-contract basis, as long as the cost of the tracked de minimis iron and steel items is 5% or less of the total material cost of materials incorporated into the project.

Service Providers should prepare a record, in spreadsheet form, which tracks the cost of all materials incorporated into the project. This spreadsheet can be either project specific or contract specific. If contract specific, a material tracking record for each construction contract should be prepared and items that are subject to the AIS de minimis waiver highlighted. There should be a clear calculation available to indicate that the cost of the de minimis iron and steel items is 5% or less of the total cost of all materials.

## **F. INSPECTIONS**

EFC or DOH can be expected to conduct occasional site inspections that will include a review of AIS documentation for the project. Items that will be reviewed during these inspections include:

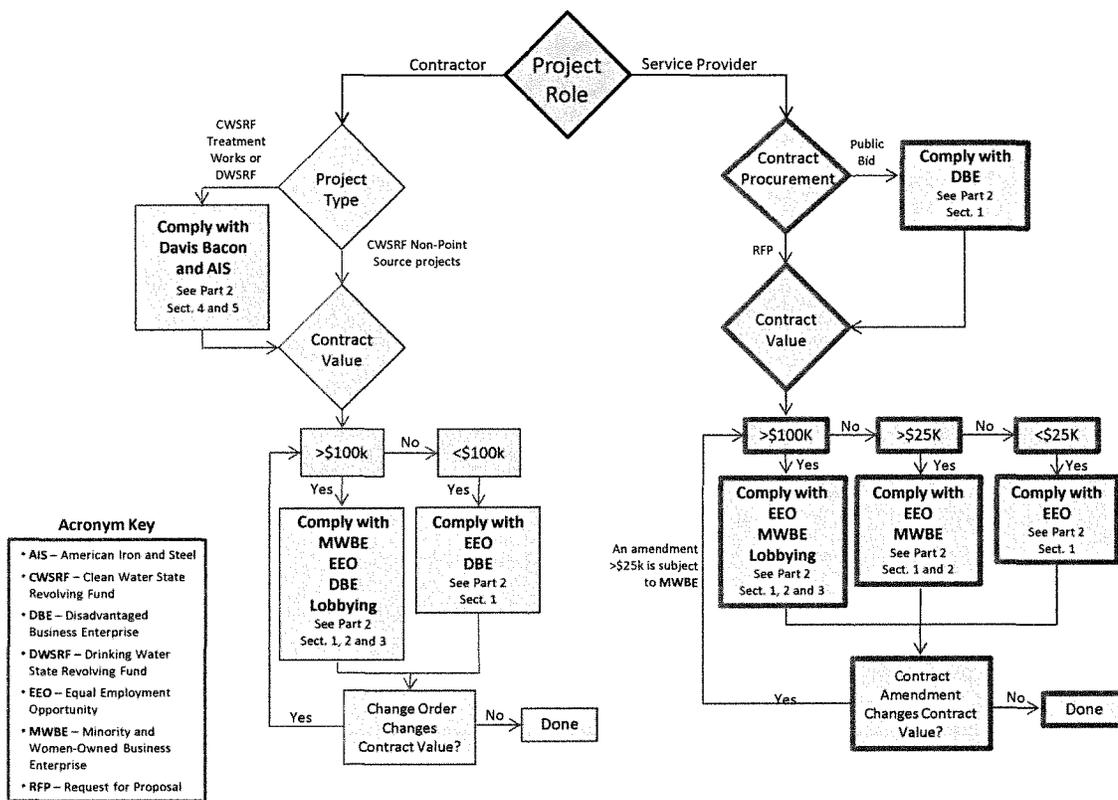
1. AIS certifications from vendors, suppliers, or manufacturers;
2. Contract and subcontracts to verify that the AIS contractual language has been included; and
3. The lists of the incidental iron and steel project components that are claimed under the AIS de minimis waiver.

## **G. BEST PRACTICES**

The following Best Practices are suggestions and recommendations for the Service Provider to remain in compliance with the AIS program. The EFC can be contacted directly with any questions regarding compliance.

1. The Service Provider should carefully review the plans and specifications prepared to identify iron and steel products (as defined previously in Section 5.A) used in each project and incorporate American-made iron and steel at the time of bid.
2. The Service Provider should acquire product certifications from all suppliers and manufacturers for iron and steel products verifying that the products used in the project are American-made. These certifications should be kept on file for the duration of the project and provided to the SRF Recipient.
3. The product/manufacturer certifications should be submitted with each equipment/material submittal to the Recipient and/or Engineer. The Service Provider should retain all delivery slips, certifications and approved submittals in their file for the duration of the project.

**SECTION 5 PROGRAM DECISION TREE**



# PART 3: REQUIRED FORMS FOR NON-CONSTRUCTION CONTRACTS

All required forms can be found on the EFC website ([www.efc.ny.gov/MWBE](http://www.efc.ny.gov/MWBE))

### To be submitted with this bid:

- \*EEO Policy Statement
- Documented Proof that EPA Form 6100-2 "DBE Subcontractor Participation Form" was given to MWBE Subcontractors
- \*EPA Form 6100-3 "DBE Subcontractor Performance Form"
- \*EPA Form 6100-4 "DBE Subcontractor Utilization Form"
- \*Lobbying Certification  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

### Refer to Part 2:

#### Guidance Section

Section 1.B

Section 2.D

Section 2.D

Section 2.D

Section 3

### To be submitted after contract award:

- MWBE Utilization Plan and/or Waiver Request
- EEO Workforce Utilization Report (part of MWBE Monthly Report Form)

Section 2.D.1

Section 1.C

### Ongoing documentation & tasks:

- Submit Monthly MWBE Reports to MBO

Section 2.D.4

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**AGREEMENT TO ABIDE BY EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT REQUIREMENTS  
NEW YORK STATE REVOLVING FUND (SRF)**

I, \_\_\_\_\_, am the authorized representative of \_\_\_\_\_.

Name of Representative

Name of Contractor/Service Provider

I hereby certify that \_\_\_\_\_ will abide by the equal employment opportunity (EEO) policy statement provisions outlined below.

Name of Contractor/Service Provider

- (i) A statement that the contractor will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and will make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on contracts relating to the Project.
- (ii) An agreement that all of contractor's solicitations or advertisements for employees will state that, in the performance of the contract relating to this Project, all qualified applicants will be afforded equal employment opportunities without discrimination on the basis of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) An agreement to 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.
- (iv) An agreement to comply with the provisions of the Human Rights Law (Article 15 of the Executive Law), including those relating to non-discrimination on the basis of prior criminal conviction and prior arrest, and with all other State and federal statutory constitutional non-discrimination provisions.

Blank EEO Policy Statements are available at [www.efc.ny.gov/mwbe](http://www.efc.ny.gov/mwbe), if needed.

If contractor fails to submit to Recipient an EEO policy statement consistent with the provisions set forth above in clauses (i), (ii), (iii) and (iv) and within the timeframe required thereof, Recipient may declare this contract to be null and void.

X

Contractor/Service Provider Representative

Once completed, please provide to the Prime Contractor and/or the community MBO

*Text Left Blank*



OMB Control No: 2090-0030  
 Approved: 8/ 13/ 2013  
 Approval Expires: 8/ 31/ 2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





OMB Control No: 2090-0030  
 Approved: 8/ 13/ 2013  
 Approval Expires: 8/ 31/ 2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/ 13/ 2013  
Approval Expires: 8/ 31/ 2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/ 13/ 2013  
Approval Expires: 8/ 31/ 2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**CERTIFICATION  
FOR  
CONTRACTS, GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS  
40 CFR 34**

**SRF Project No.:** \_\_\_\_\_

The undersigned each certify, to the best of his or her knowledge and belief, that:

- (1) 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 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.
- (2) 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 agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

Contract ID: \_\_\_\_\_

*Text Left Blank*

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

The following instructions will help you complete the Utilization Plan / Waiver Request and EEO Staffing Plan Forms for the New York State Environmental Facilities Corporation (EFC) Clean & Drinking Water State Revolving Fund (CWSRF/DWSRF) program.

**Instructions for Contractors & Service Providers:**

You are responsible for completing sections 2, 3, & 4. **Submit the completed form to the SRF Recipient's designated Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. Copies of all forms & guidance documents are found on the MWBE webpage at <http://www.efc.ny.gov/mwbe>. All requirements described in EFC's Bid Packet must be followed. If the contract is performed under an MWBE Joint Venture or Teaming Arrangement, please fill out the additional form Joint Venture & Teaming Arrangement Form. If more than 10 subcontractors are used, additional pages for Section 3 can be found in the form Additional Utilization Plan Section 3. After signing, please send the **Word version** by email to the MBO.

The appropriate EEO goals specific to each County can be found on EFC's website. MWBE firms must be certified by the NYS Empire State Development (ESD) to be used for goal crediting purposes. Please refer to the Good Faith Effort Documentation webinar on EFC's MWBE website for guidance on searching ESD's directory.

If you require additional assistance, please contact your designated Minority Business Officer (MBO).

**Instructions for Minority Business Officers (MBO):**

It is EFC's intention that this form be filled out & signed electronically by both the MBO and their Authorized Representative (if applicable) by checking the boxes indicated in Section 1.

After reviewing and signing the utilization plan, please send the **Word version by email to your MWBE Representative**

When sending the email, please use a subject heading that follows the format "UP/Waiver Request, SRF Number, Contractor". NYSEFC will review and send the MBO an accepted copy of the utilization plan by email. Please retain the Word version of this document even after receiving the accepted copy as it can be modified for easy submittal of revised utilization plans.

Please ensure that the following procedures are also followed:

1. That legally signed and executed MWBE subcontracts and purchase orders are obtained from the prime contractor, contain the appropriate bid packet, and are maintained in the MBO files for review and/or inspection by EFC.
2. That documentation of proof of payments to MWBE subcontractors is obtained from the prime contractor and maintained in the MBO files for review and/or inspection by the EFC.
3. That monthly reports from prime contractors are collected and stored in the MBO files and used by the MBO or authorized representative to compile, sign and submit the quarterly report(s) to EFC.
4. That any changes in this utilization plan, including the addition or replacement of subcontractors, require written or electronic notification of the revision(s) be submitted to EFC.
5. That any contract cost increases due to change orders or amendments are reflected on quarterly reports or a revised utilization plan if over the threshold dollar amount of \$25,000.

To ensure continued compliance with the MWBE/EEO programs, all requirements described in NYSEFC's guidance document for MBOs must be followed. For more information on the roles and responsibilities of the MBO please contact EFC's MWBE Unit at 518.402.7433 or by e-mail at [mwbe@efc.ny.gov](mailto:mwbe@efc.ny.gov).

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

SECTION 1: MUNICIPAL INFORMATION				
Recipient/Municipality:			County:	
SRF Project No.:	GIGP/EPG No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:		Email:	Phone #:	
Address of MBO:				
Signature of MBO: (Required even if Authorized Rep. is filled out) <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
<i>Complete if applicable: MBO may authorize representative to complete &amp; submit quarterly payment reports.</i>				
Authorized Representative:			Title:	
Authorized Rep. Company:		Email:	Phone #:	
Electronic Signature of Authorized Rep.: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.				Date:
SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
If contract is performed through an MWBE Joint Venture or Teaming Arrangement please submit the additional form found at <a href="http://www.efc.ny.gov/mwbe">www.efc.ny.gov/mwbe</a>				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: Please repeat information in the Utilization Plan below (Section 3). If dual certified, you must select either MBE or WBE.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:				
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total	PROPOSED MWBE Participation
Total Contract Amount: \$			MBE: % \$	MBE: % \$
MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & waivers)			WBE: % \$	WBE: % \$
			Total: % \$	Total: % \$
If waivers are requested, documentation must be attached: <input type="checkbox"/> Full Waiver (No Participation) <input type="checkbox"/> Partial Waiver (Short of the MWBE Goal)				
<input type="checkbox"/> Specialty Equipment/Services Waiver (must be of SIGNIFICANT cost - list of equipment and cost & good faith effort documentation must be attached)				
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.				Date:
Name (Please Type):				

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

SECTION 3: UTILIZATION PLAN				
<b>This Submittal is:</b>		<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:		
<b>NYS Certified M/WBE Contractor &amp; Subcontractor Info</b> (MBO to check certifications)				<b>Contract Amount:</b>
				<b>For EFC Use:</b>
		<b>MBE (\$)</b>	<b>WBE (\$)</b>	
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount: \$</b>	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount: \$</b>	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount: \$</b>	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount: \$</b>	<b>Completion Date:</b>			
<b>Name:</b>	<b>Fed. Employer ID#:</b>			
<b>Address:</b>	<b>Phone #:</b>			
<b>Scope of Work:</b>	<b>Email:</b>			
<b>Select Only One:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	<b>Start Date:</b>			
<b>Full Contract Amount: \$</b>	<b>Completion Date:</b>			

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**SECTION 4: EEO STAFFING PLAN** (*Service Providers Only* - Instructions on the following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Service Provider Name:	Date:		

**Report Includes – Please select one from the options below:**

- Workforce utilized on this contract  
 Contractor/subcontractor's total workforce

**Reporting Entity – Please select one from the options below:**

- Prime Service Provider  
 Subcontractor

Job Categories	Hispanic/Latino		Not Hispanic or Latino											
			Male						Female					
	Male	Female	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons														
Apprentices														
Trainees														

**Electronic Signature of Service Provider:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.  
**Name** (Please Type):

**Date:**

**Minority & Women Owned Business Enterprise (MWBE) Utilization Plan & Waiver Request Form**  
(Revised 09/2014)

**INSTRUCTIONS**

**General Instructions:** All Service Providers (including legal, engineering, financial advisory or other professional services, and labor) and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the MWBE Utilization Plan no later than the date of execution of the contract. Where the work force to be utilized in the performance of the contract **can** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form *only for the anticipated work force to be utilized on the contract*. Where the work force to be utilized in the performance of the contract **cannot** be separated out from the contractor's or subcontractors' total work force, the contractor shall complete this form for the contractor's or subcontractors' *total work force*.

**RACE/ETHNIC IDENTIFICATION:** Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - A person having origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment.
- **Two or More Races** - All persons who identify with more than one of the above (Non-Hispanic or Latino) five races.

**DESCRIPTION OF JOB CATEGORIES**

The major job categories used in EEO Staffing Plan are listed below.

**Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

**Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

**Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

**Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

**Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.

**Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

**Skilled Craftsmen** - Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

**Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

**Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

**Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

*Text Left Blank*

**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report  
& EEO Workforce Utilization Report**

**Instructions:**

- Contractors are to complete the report in Word version and email to the SRF Recipient Minority Business Officer (MBO) on a monthly basis.
- If you require additional pages, you may find them in the Forms Folder of the MWBE web page.
- **All MWBE Subcontractors** for this contract **MUST** be listed in the form regardless of whether they were paid this month.
- Please save Report as “*MReport – (Project No). – (Municipality) – (Firm Name) – (Date)*” and send the Word version of this document.
- Proofs of payment in the amounts shown below must be kept in the MBO files for review.

Municipality:		County:	Contract ID:		Month:	Year:
SRF Project No.:		GIGP No.:	Registration No.:			
Prime Contractor/Service Provider:			Award Date:	Start Date:	Completion Date:	
<b>Signature of Contractor:</b> <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.						Date:
Prime Contract Amt: \$	<b>MWBE Eligible Amt:</b> \$ (Goals are applied to this amount and includes eligible change orders, amendments & waivers)	<b>EFC MWBE Goals</b>			<b>Total Paid to Prime</b>	
Revised Contract Amt: \$		MBE: %	MBE Amt: \$	Total Paid this Month: \$		
		WBE: %	WBE Amt: \$	Total Paid to Date: \$		
		Total: %	Total Amt: \$			
NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report  
& EEO Workforce Utilization Report**

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Contract Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

**CONTRACTOR'S Minority & Women Owned Business Enterprise (MWBE) Monthly Report  
& EEO Workforce Utilization Report**

NYS Certified M/WBE Contractor & Subcontractor	Please Specify Any Revisions this Month.	Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
		Original	Revised			
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Broker <input type="checkbox"/> Supplier <input type="checkbox"/> Other:	<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Additional Pages can be found at <a href="http://www.nyscfc.org">www.nyscfc.org</a>		TOTAL				
Please explain any revisions:						

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT** (Revised 3/2012)

(Instruction on following page)

Municipality:	County:	SRF Project No.:	Contract ID:
Contractor/Service Provider:		Date:	

**Report Includes – Please select one from the options below:**

- Construction Contracts** - Report the hours of contractor's and ALL subcontractor's employees who worked on contract activities during the month
- Service Provider Contracts** - Report the Actual Contractor/subcontractor's workforce (# of personnel) utilized on this contract.

Job Categories	Hispanic/Latino		Non-Hispanic / Latino												
	Male	Female	Male						Female						
			White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	White	Black/African American	Native Hawaiian/Other Pacific Islander	Asian	Native American/Alaska Native	Two or More Races	
Senior Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mid-Level Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craftsmen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives Semi-Skilled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Journeypersons															
Apprentices															
Trainees															

**Service Provider Contracts Only:**  There are no changes to the workforce utilized on this contract since the last EEO Workforce Utilization Report

**Electronic Signature of Contractor:**  I certify that the information submitted herein is true, accurate and complete to the best of my knowledge.

**Date:**

**Name** (Please Type):

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) – WORKFORCE UTILIZATION REPORT (Revised 3/2012)

### INSTRUCTIONS

**General Instructions:** All Contractors and each subcontractor identified in the approved MWBE Utilization Plan must complete an EEO Workforce Utilization Report and submit it with the MWBE Quarterly Reports.

**Construction Contracts:** Report the hours of contractor's and ALL subcontractors' employees who worked on contract activities for each month.

**Non-Construction Contracts:** Where the work force to be utilized in the performance of the contract can be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form only for the actual work force utilized on the contract*. Where the workforce utilized in the performance of the contract cannot be separated out from the contractor's or subcontractors' total workforce, the contractors shall *complete this form for the contractor's or subcontractors' total workforce*.

**RACE/ETHNIC IDENTIFICATION:** Definitions of race and ethnicity for purposes of completion of this form are as follows:

- **Hispanic or Latino** - A person having origins in Cuba, Mexico, Puerto Rico, South or Central America.
- **White** - A person having origins of Europe, the Middle East, or North Africa.
- **Black or African-American** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent
- **American Indian or Alaska Native** - Origins in any of the original peoples of North, Central, and South America and who maintain tribal affiliation or community attachment
- **Two or More Races** - All persons who identify with more than one of the above five races.

### DESCRIPTION OF JOB CATEGORIES

The major job categories used in EEO Workforce Utilization Report are listed below.

**Senior Level Officials and Managers** - Individuals residing in the highest levels of organizations who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services.

**Mid-Level Officials and Managers** - Individuals who receive directions from the Senior Level management and serve as managers, other than those who serve as Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations

**Professionals** - Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.

**Technicians** - Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required.

**Sales Workers** - These jobs include non-managerial activities that wholly and primarily involve direct sales.

**Administrative Support Workers** - These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings.

**Skilled Craftsmen** – Includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters

**Operatives Semi-Skilled** - Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers;

**Laborers & Helpers** - Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment.

**Service Workers** - Jobs in this category include food service, cleaning service, personal service, and protective service activities.

**EXHIBIT D**

**EJCDC E-500 EXHIBIT D  
“Duties, Responsibilities and Limitations of  
Authority of Resident Project Representative”**

This is **EXHIBIT D**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

*[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]*

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be

made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**EXHIBIT E**

**EJCDC E-500 EXHIBIT E  
“Notice of Acceptability of Work”**

This is **EXHIBIT E**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

---

To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

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

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

Dated: \_\_\_\_\_

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Res No. 11

October 13, 2016

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Supplemental Appropriations No. 1 for General, Community Development, Risk Retention, Water, Sewer, Library and Self-funded Health Insurance Funds

The Comptroller's Office is in the process of filing the Annual Financial Report with the New York State Comptroller as required by October 28, as well preparing the financial statements for the independent audit. In connection with these reports, it is necessary to transfer budget appropriations between various line items to bring certain accounts within budget. The attached resolution provides for the establishment of a supplemental appropriation to cover overdrawn accounts in the FY 2015-16 General, Community Development, Risk Retention, Water, Sewer, Library and Self-funded Health Insurance Funds.

An analysis of the FY 2015-16 results will be provided in the next City Council agenda. The audit by Bowers and Company will begin in November.

**RESOLUTION**

Page 1 of 12

Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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***

---

BE IT RESOLVED by the City Council of the City of Watertown, New York, that the total amount of \$2,742,450 is hereby transferred and appropriated from and to the following accounts of the listed funds for FY 2015-16 for the reasons shown:

<u>GENERAL FUND</u>				<u>Increase</u>	
A	1010	450	LEGISLATIVE BOARD	Miscellaneous	\$ 225 Under appropriated
A	1210	450	MAYOR	Miscellaneous	\$ 1,475 Under appropriated
A	1230	110	MUNICIPAL EXECUTIVE	Salaries	\$ 4,425 Under appropriated
A	1230	150	MUNICIPAL EXECUTIVE	Overtime	\$ 825 Under appropriated
A	1230	430	MUNICIPAL EXECUTIVE	Contracted Services	\$ 13,150 Under appropriated
A	1230	460	MUNICIPAL EXECUTIVE	Materials and Supplies	\$ 2,475 Under appropriated
A	1230	465	MUNICIPAL EXECUTIVE	Equipment < \$5,000	\$ 275 Under appropriated
A	1230	810	MUNICIPAL EXECUTIVE	NYS Retirement	\$ 2,700 Under appropriated
A	1230	840	MUNICIPAL EXECUTIVE	Workers' Compensation	\$ 14,300 Under appropriated
A	1315	175	COMPTROLLER	Health Insurance Buy-out	\$ 2,800 Under appropriated
A	1345	110	PURCHASING	Salaries	\$ 2,500 Under appropriated
A	1345	450	PURCHASING	Miscellaneous	\$ 1,300 Under appropriated
A	1345	460	PURCHASING	Materials and Supplies	\$ 125 Under appropriated
A	1345	465	PURCHASING	Equipment < \$5,000	\$ 3,600 Under appropriated
A	1345	850	PURCHASING	Health Insurance	\$ 8,000 Under appropriated
A	1355	110	ASSESSMENT	Salaries	\$ 3,175 Under appropriated
A	1355	130	ASSESSMENT	Wages	\$ 1,500 Under appropriated
A	1355	150	ASSESSMENT	Overtime	\$ 75 Under appropriated
A	1355	440	ASSESSMENT	Fees, Non-employee	\$ 16,725 Under appropriated
A	1362	430	TAX ADVERTISING	Contracted Services	\$ 1,025 Under appropriated
A	1364	410	PROPERTY ACQUIRED EXPENSES	Utilities	\$ 225 Under appropriated
A	1364	420	PROPERTY ACQUIRED EXPENSES	Insurance	\$ 1,125 Under appropriated

# RESOLUTION

Page 2 of 12

Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

A	1364	430	PROPERTY ACQUIRED EXPENSES	Contracted Services	\$ 579,000	Under appropriated (424 VanDuzze St.demolition)
A	1364	460	PROPERTY ACQUIRED EXPENSES	Materials and Supplies	\$ 75	Under appropriated
A	1410	110	CLERK	Salaries	\$ 3,275	Under appropriated
A	1420	450	LAW	Miscellaneous	\$ 3,675	Under appropriated
A	1430	110	CIVIL SERVICE	Salaries	\$ 1,600	Under appropriated
A	1430	810	CIVIL SERVICE	NYS Retirement	\$ 2,175	Under appropriated
A	1440	110	ENGINEERING	Salaries	\$ 11,925	Under appropriated
A	1440	120	ENGINEERING	Clerical	\$ 300	Under appropriated
A	1440	420	ENGINEERING	Insurance	\$ 50	Under appropriated
A	1440	450	ENGINEERING	Miscellaneous	\$ 300	Under appropriated
A	1440	455	ENGINEERING	Vehicle Expense	\$ 2,925	Under appropriated
A	1440	465	ENGINEERING	Equipment < \$5,000	\$ 2,975	Under appropriated
A	1490	110	PUBLIC WORKS ADMINISTRATION	Salaries	\$ 13,250	Under appropriated
A	1490	130	PUBLIC WORKS ADMINISTRATION	Wages	\$ 600	Under appropriated
A	1490	150	PUBLIC WORKS ADMINISTRATION	Overtime	\$ 2,850	Under appropriated
A	1490	250	PUBLIC WORKS ADMINISTRATION	Other Equipment	\$ 16,375	Under appropriated
A	1490	440	PUBLIC WORKS ADMINISTRATION	Fees, Non-employee	\$ 575	Under appropriated
A	1490	455	PUBLIC WORKS ADMINISTRATION	Vehicle Expense	\$ 2,150	Under appropriated
A	1490	830	PUBLIC WORKS ADMINISTRATION	Social Security	\$ 200	Under appropriated
A	1490	840	PUBLIC WORKS ADMINISTRATION	Workers' Compensation	\$ 50	Under appropriated
A	1490	850	PUBLIC WORKS ADMINISTRATION	Health Insurance	\$ 1,600	Under appropriated
A	1620	130	MUNICIPAL BUILDINGS	Wages	\$ 450	Under appropriated
A	1620	440	MUNICIPAL BUILDINGS	Fees, Non-employee	\$ 50	Under appropriated
A	1620	450	MUNICIPAL BUILDINGS	Miscellaneous	\$ 150	Under appropriated
A	1620	465	MUNICIPAL BUILDINGS	Equipment < \$5,000	\$ 3,000	Under appropriated
A	1620	850	MUNICIPAL BUILDINGS	Health Insurance	\$ 25	Under appropriated
A	1640	120	CENTRAL GARAGE	Clerical	\$ 325	Under appropriated
A	1640	455	CENTRAL GARAGE	Vehicle Expense	\$ 3,775	Under appropriated
A	1640	840	CENTRAL GARAGE	Workers' Compensation	\$ 400	Under appropriated
A	1670	450	CENTRAL PRINTING & MAILING	Miscellaneous	\$ 4,025	Under appropriated
A	1680	410	INFORMATION TECHNOLOGY	Utilities	\$ 1,400	Under appropriated

# RESOLUTION

Page 3 of 12

Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

A	1680	430	INFORMATION TECHNOLOGY	Contracted Services	\$	16,425	Under appropriated
A	1950	430	REAL PROPERTY TAXES	Contracted Services	\$	3,100	Under appropriated
A	3120	110	POLICE	Salaries	\$	11,000	Under appropriated
A	3120	150	POLICE	Overtime	\$	62,725	Under appropriated
A	3120	155	POLICE	Holiday Pay	\$	750	Under appropriated
A	3120	175	POLICE	Health Insurance Buy-out	\$	2,700	Under appropriated
A	3120	180	POLICE	Roll Call Pay	\$	30,125	Under appropriated
A	3120	185	POLICE	On-call Pay	\$	1,975	Under appropriated
A	3120	810	POLICE	NYS Retirement	\$	13,000	Under appropriated
A	3120	850	POLICE	Health Insurance	\$	775	Under appropriated
A	3410	110	FIRE	Salaries	\$	8,475	Under appropriated
A	3410	120	FIRE	Clerical	\$	300	Under appropriated
A	3410	130	FIRE	Wages	\$	255,325	Under appropriated
A	3410	150	FIRE	Overtime	\$	75,050	Under appropriated
A	3410	155	FIRE	Holiday Pay	\$	7,175	Under appropriated
A	3410	175	FIRE	Health Insurance Buy-out	\$	100	Under appropriated
A	3410	250	FIRE	Other Equipment	\$	22,300	Under appropriated
A	3410	420	FIRE	Insurance	\$	1,100	Under appropriated
A	3410	830	FIRE	Social Security	\$	4,525	Under appropriated
A	3620	110	CODE ENFORCEMENT	Salaries	\$	3,925	Under appropriated
A	3620	120	CODE ENFORCEMENT	Clerical	\$	350	Under appropriated
A	3620	140	CODE ENFORCEMENT	Temporary	\$	950	Under appropriated
A	3620	170	CODE ENFORCEMENT	Out of Code	\$	2,425	Under appropriated
A	3620	430	CODE ENFORCEMENT	Contracted Services	\$	184,225	Under appropriated (demolitions)
A	5010	110	MUNICIPAL MAINTENANCE	Salaries	\$	725	Under appropriated
A	5010	840	MUNICIPAL MAINTENANCE	Workers' Compensation	\$	13,000	Under appropriated
A	5010	850	MUNICIPAL MAINTENANCE	Health Insurance	\$	3,875	Under appropriated
A	5110	110	MAINTENANCE OF ROADS	Salaries	\$	2,200	Under appropriated
A	5110	250	MAINTENANCE OF ROADS	Other Equipment	\$	6,750	Under appropriated
A	5110	420	MAINTENANCE OF ROADS	Insurance	\$	300	Under appropriated
A	5142	110	SNOW REMOVAL	Salaries	\$	3,325	Under appropriated

# RESOLUTION

Page 4 of 12

Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

A	5142	170	SNOW REMOVAL	Out of Code	\$	75	Under appropriated
A	5142	175	SNOW REMOVAL	Health Insurance Buy-out	\$	575	Under appropriated
A	5142	250	SNOW REMOVAL	Other Equipment	\$	1,225	Under appropriated
A	5142	420	SNOW REMOVAL	Insurance	\$	850	Under appropriated
A	5142	430	SNOW REMOVAL	Contracted Services	\$	250	Under appropriated
A	5142	450	SNOW REMOVAL	Miscellaneous	\$	375	Under appropriated
A	5142	840	SNOW REMOVAL	Workers' Compensation	\$	525	Under appropriated
A	5184	110	HYDROELECTRIC PRODUCTION	Salaries	\$	600	Under appropriated
A	5184	130	HYDROELECTRIC PRODUCTION	Wages	\$	75	Under appropriated
A	5184	150	HYDROELECTRIC PRODUCTION	Overtime	\$	700	Under appropriated
A	5184	420	HYDROELECTRIC PRODUCTION	Insurance	\$	275	Under appropriated
A	5184	450	HYDROELECTRIC PRODUCTION	Miscellaneous	\$	250	Under appropriated
A	5184	810	HYDROELECTRIC PRODUCTION	Employee Retirement System	\$	325	Under appropriated
A	5184	830	HYDROELECTRIC PRODUCTION	Social Security	\$	50	Under appropriated
A	5186	140	TRAFFIC CONTROL & LIGHTING	Temporary	\$	6,500	Under appropriated
A	5186	150	TRAFFIC CONTROL & LIGHTING	Overtime	\$	975	Under appropriated
A	5186	170	TRAFFIC CONTROL & LIGHTING	Out of Code	\$	1,225	Under appropriated
A	5186	430	TRAFFIC CONTROL & LIGHTING	Contracted Services	\$	775	Under appropriated
A	5186	440	TRAFFIC CONTROL & LIGHTING	Fees, Non-employee	\$	175	Under appropriated
A	5186	840	TRAFFIC CONTROL & LIGHTING	Workers' Compensation	\$	70,075	Under appropriated
A	5186	850.002	TRAFFIC CONTROL & LIGHTING	Health Insurance - IBEW Plan	\$	4,375	Under appropriated
A	5630	140	BUS	Temporary	\$	28,250	Under appropriated
A	5630	175	BUS	Health Insurance Buy-out	\$	1,300	Under appropriated
A	5650	430	CITY PARKING FACILITIES	Contracted Services	\$	75	Under appropriated
A	7020	110	RECREATION ADMINISTRATION	Salaries	\$	4,850	Under appropriated
A	7020	120	RECREATION ADMINISTRATION	Clerical	\$	300	Under appropriated
A	7020	140	RECREATION ADMINISTRATION	Temporary	\$	1,650	Under appropriated
A	7020	150	RECREATION ADMINISTRATION	Overtime	\$	300	Under appropriated
A	7020	410	RECREATION ADMINISTRATION	Utilities	\$	4,500	Under appropriated
A	7020	430	RECREATION ADMINISTRATION	Contracted Services	\$	7,375	Under appropriated
A	7020	460	RECREATION ADMINISTRATION	Materials and Supplies	\$	1,225	Under appropriated
A	7020	465	RECREATION ADMINISTRATION	Equipment < \$5,000	\$	1,325	Under appropriated

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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

A	7020	810	RECREATION ADMINISTRATION	NYS Retirement	\$	4,400	Under appropriated
A	7020	850	RECREATION ADMINISTRATION	Health Insurance	\$	775	Under appropriated
A	7110	130	THOMPSON PARK	Wages	\$	3,100	Under appropriated
A	7110	150	THOMPSON PARK	Overtime	\$	4,975	Under appropriated
A	7110	410	THOMPSON PARK	Utilities	\$	35,000	Under appropriated
A	7110	450	THOMPSON PARK	Miscellaneous	\$	125	Under appropriated
A	7110	460	THOMPSON PARK	Materials and Supplies	\$	1,650	Under appropriated
A	7110	830	THOMPSON PARK	Social Security	\$	25	Under appropriated
A	7110	840	THOMPSON PARK	Workers' Compensation	\$	375	Under appropriated
A	7140	130	PLAYGROUNDS	Wages	\$	19,075	Under appropriated
A	7140	140	PLAYGROUNDS	Temporary	\$	7,950	Under appropriated
A	7140	150	PLAYGROUNDS	Overtime	\$	3,875	Under appropriated
A	7140	410	PLAYGROUNDS	Utilities	\$	200	Under appropriated
A	7140	810	PLAYGROUNDS	NYS Retirement	\$	7,725	Under appropriated
A	7140	830	PLAYGROUNDS	Social Security	\$	2,250	Under appropriated
A	7141	130	FAIRGROUNDS	Wages	\$	36,625	Under appropriated
A	7141	140	FAIRGROUNDS	Temporary	\$	15,125	Under appropriated
A	7141	150	FAIRGROUNDS	Overtime	\$	3,750	Under appropriated
A	7141	450	FAIRGROUNDS	Miscellaneous	\$	125	Under appropriated
A	7141	810	FAIRGROUNDS	NYS Retirement	\$	16,550	Under appropriated
A	7141	830	FAIRGROUNDS	Social Security	\$	3,175	Under appropriated
A	7142	455	OUTDOOR WINTER ACTIVITIES	Vehicle Expense	\$	450	Under appropriated
A	7143	130	ATHLETIC PROGRAMS	Wages	\$	32,775	Under appropriated
A	7143	140	ATHLETIC PROGRAMS	Temporary	\$	51,575	Under appropriated
A	7143	150	ATHLETIC PROGRAMS	Overtime	\$	6,575	Under appropriated
A	7143	410	ATHLETIC PROGRAMS	Utilities	\$	2,200	Under appropriated
A	7143	420	ATHLETIC PROGRAMS	Insurance	\$	325	Under appropriated
A	7143	440	ATHLETIC PROGRAMS	Fees, Non-employee	\$	6,450	Under appropriated
A	7143	460	ATHLETIC PROGRAMS	Materials and Supplies	\$	6,650	Under appropriated
A	7143	465	ATHLETIC PROGRAMS	Equipment < \$5,000	\$	8,400	Under appropriated
A	7143	810	ATHLETIC PROGRAMS	NYS Retirement	\$	14,475	Under appropriated
A	7143	830	ATHLETIC PROGRAMS	Social Security	\$	6,775	Under appropriated

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
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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 .....

A	7180	130	SWIMMING POOLS
A	7180	140	SWIMMING POOLS
A	7180	150	SWIMMING POOLS
A	7180	460	SWIMMING POOLS
A	7180	810	SWIMMING POOLS
A	7180	830	SWIMMING POOLS
A	7265	420	ICE ARENA
A	7265	440	ICE ARENA
A	7265	460	ICE ARENA
A	7265	465	ICE ARENA
A	8010	430	ZONING
A	8020	450	PLANNING
A	8020	460	PLANNING
A	8140	110	STORM SEWER
A	8140	450	STORM SEWER
A	8160	110	REFUSE AND RECYCLE
A	8160	465	REFUSE AND RECYCLE
A	9040	800	OTHER EXPENSES
A	9050	800	OTHER EXPENSES
A	9070	800	OTHER EXPENSES
<b>TOTAL</b>			

Wages	\$ 14,450	Under appropriated
Temporary	\$ 5,475	Under appropriated
Overtime	\$ 1,300	Under appropriated
Materials and Supplies	\$ 3,225	Under appropriated
NYS Retirement	\$ 9,100	Under appropriated
Social Security	\$ 1,500	Under appropriated
Insurance	\$ 825	Under appropriated
Fees, Non-employee	\$ 175	Under appropriated
Materials and Supplies	\$ 6,425	Under appropriated
Equipment < \$5,000	\$ 2,000	Under appropriated
Contracted Services	\$ 750	Under appropriated
Miscellaneous	\$ 850	Under appropriated
Materials and Supplies	\$ 800	Under appropriated
Salaries	\$ 700	Under appropriated
Miscellaneous	\$ 1,750	Under appropriated
Salaries	\$ 15,700	Under appropriated
Equipment < \$5,000	\$ 2,450	Under appropriated
Workers' Compensation	\$ 40,600	Under appropriated
Unemployment Insurance	\$ 17,400	Under appropriated
Compensated Absences	\$ 10,825	Under appropriated
<b>TOTAL</b>	<b>\$ 2,061,725</b>	

**GENERAL FUND**

A	1420	440	LAW
A	1440	130	ENGINEERING
A	1440	150	ENGINEERING
A	1440	430	ENGINEERING
A	1930	430	JUDGEMENT & CLAIMS
A	1990	430	CONTINGENCY
A	3120	840	POLICE
A	3410	455	FIRE
A	3410	465	FIRE

	<u>Decrease</u>
Fees, Non-employee	\$ (128,000)
Wages	\$ (43,500)
Overtime	\$ (6,000)
Contracted Services	\$ (36,500)
Contracted Services	\$ (30,000)
Contracted Services	\$ (154,500)
Workers' Compensation	\$ (75,000)
Vehicle Expense	\$ (39,000)
Equipment < \$5,000	\$ (42,000)

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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

A	3620	130	CODE ENFORCEMENT	Wages	\$ (34,750)
A	5010	130	MUNICIPAL MAINTENANCE	Wages	\$ (43,675)
A	5010	430	MUNICIPAL MAINTENANCE	Contracted Services	\$ (33,625)
A	5110	130	MAINTENANCE OF ROADS	Wages	\$ (53,300)
A	5110	430	MAINTENANCE OF ROADS	Contracted Services	\$ (34,175)
A	5110	455	MAINTENANCE OF ROADS	Vehicle Expense	\$ (29,225)
A	5110	460	MAINTENANCE OF ROADS	Materials and Supplies	\$ (42,800)
A	5142	130	SNOW REMOVAL	Wages	\$ (59,300)
A	5142	150	SNOW REMOVAL	Overtime	\$ (58,175)
A	5142	455	SNOW REMOVAL	Vehicle Expense	\$ (64,975)
A	5142	460	SNOW REMOVAL	Materials and Supplies	\$ (64,500)
A	5142	830	SNOW REMOVAL	Social Security	\$ (10,250)
A	5184	465	HYDROELECTRIC PRODUCTION	Equipment < \$5,000	\$ (19,775)
A	5184	840	HYDROELECTRIC PRODUCTION	Workers' Compensation	\$ (11,250)
A	5186	130	TRAFFIC CONTROL & LIGHTING	Wages	\$ (9,850)
A	5186	410	TRAFFIC CONTROL & LIGHTING	Utilities	\$ (133,000)
A	5186	460	TRAFFIC CONTROL & LIGHTING	Materials and Supplies	\$ (18,675)
A	5186	465	TRAFFIC CONTROL & LIGHTING	Equipment < \$5,000	\$ (15,150)
A	5630	110	BUS	Salaries	\$ (32,500)
A	5630	120	BUS	Clerical	\$ (16,350)
A	5630	130	BUS	Wages	\$ (29,100)
A	5630	230	BUS	Motor Vehicles	\$ (37,200)
A	5630	450	BUS	Miscellaneous	\$ (21,350)
A	5630	455	BUS	Vehicle Expense	\$ (46,800)
A	5630	460	BUS	Materials and Supplies	\$ (13,800)
A	5630	465	BUS	Equipment < \$5,000	\$ (23,275)
A	5650	460	CITY PARKING FACILITIES	Materials and Supplies	\$ (35,600)
A	7110	430	THOMPSON PARK	Contracted Services	\$ (30,675)
A	7110	455	THOMPSON PARK	Vehicle Expense	\$ (16,425)
A	7265	130	ICE ARENA	Wages	\$ (103,775)
A	7265	140	ICE ARENA	Temporary	\$ (20,050)
A	7265	150	ICE ARENA	Overtime	\$ (16,925)

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

A	7265	830	ICE ARENA
A	7265	840	ICE ARENA
A	8020	430	PLANNING
A	8160	130	REFUSE AND RECYCLE
A	8160	430	REFUSE AND RECYCLE
A	8160	840	REFUSE AND RECYCLE
A	8160	850	REFUSE AND RECYCLE
A	9065	800	OTHER EXPENSES
A	9710	600	OTHER EXPENSES
A	9710	700	OTHER EXPENSES
A	9950	900	OTHER EXPENSES
<b>TOTAL</b>			

Social Security	\$ (10,800)
Workers' Compensation	\$ (19,400)
Contracted Services	\$ (58,275)
Wages	\$ (87,600)
Contracted Services	\$ (21,300)
Workers' Compensation	\$ (22,675)
Health Insurance	\$ (15,050)
Medicare Reimbursements	\$ (14,225)
Serial Bonds - Principal	\$ (14,000)
Serial Bonds - Interest	\$ (13,625)
Capital Fund Transfer	<u>\$ (50,000)</u>
<b>TOTAL</b>	<u><b>\$(2,061,725)</b></u>

**COMMUNITY DEVELOPMENT FUND**

CD	8668	110	CDBG
CD	8668	130	CDBG
CD	8668	150	CDBG
CD	8668	460.861	CDBG Grant - 2014 Entitlement
CD	8668	460.861	CDBG Grant - 2015 Entitlement
CD	8668	810	CDBG
CD	8668	830	CDBG
CD	9950	900	Transfer to Capital Fund
Total			

	Increase	
Salaries	\$ 7,675	Under appropriated
Wages	\$ 15,900	Under appropriated
Overtime	\$ 950	Under appropriated
Materials and Supplies	\$ 2,150	Under appropriated
Materials and Supplies	\$ 8,025	Under appropriated
NYS Retirement System	\$ 4,775	Under appropriated
Social Security	\$ 1,900	Under appropriated
Transfer	<u>\$ 70,000</u>	Huntington St. sidewalk
<b>Total</b>	<u><b>\$ 111,375</b></u>	

CD	8668	430	CDBG Grant
CD	8668	850	CDBG
Total			

	Decrease
Contracted Services	\$ (110,000)
Health Insurance	<u>\$ (1,375)</u>
<b>Total</b>	<u><b>\$ (111,375)</b></u>

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
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Council Member HORBACZ, Cody J.  
Council Member JENNINGS, Stephen A.  
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Council Member WALCZYK, Mark C.  
Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total .....

## RISK RETENTION FUND

### Expenditures

CS	1740	430	RISK RETENTION	Administration	<u>Increase</u>	
					\$ 1,000	Under appropriated
	Total				<u>\$ 1,000</u>	
CS	1930	430	RISK RETENTION	Judgements & Claims	<u>Decrease</u>	
					\$ (1,000)	
	Total				<u>\$ (1,000)</u>	

## WATER FUND

### Expenditures

F	8310	110	WATER ADMINISTRATION	Salaries	<u>Increase</u>	
					\$ 2,900	Under appropriated
F	8310	130	WATER ADMINISTRATION	Wages	\$ 500	Under appropriated
F	8310	150	WATER ADMINISTRATION	Overtime	\$ 7,825	Under appropriated
F	8310	410	WATER ADMINISTRATION	Utilities	\$ 1,200	Under appropriated
F	8310	420	WATER ADMINISTRATION	Insurance	\$ 325	Under appropriated
F	8310	450	WATER ADMINISTRATION	Miscellaneous	\$ 1,275	Under appropriated
F	8310	455	WATER ADMINISTRATION	Vehicle Expense	\$ 850	Under appropriated
F	8310	830	WATER ADMINISTRATION	Social Security	\$ 250	Under appropriated
F	8320	250	SOURCE OF SUPPLY, POWER & PUMPING	Other Equipment	\$ 13,950	Under appropriated
F	8330	110	WATER PURIFICATION	Salaries	\$ 2,150	Under appropriated
F	8330	130	WATER PURIFICATION	Wages	\$ 22,150	Under appropriated
F	8330	150	WATER PURIFICATION	Overtime	\$ 125	Under appropriated
F	8330	175	WATER PURIFICATION	Health Insurance Buy-out	\$ 5,600	Under appropriated
F	8330	420	WATER PURIFICATION	Insurance	\$ 850	Under appropriated
F	8330	830	WATER PURIFICATION	Social Security	\$ 350	Under appropriated
F	8330	840	WATER PURIFICATION	Workers' Compensation	\$ 925	Under appropriated
F	8340	110	TRANSMISSION AND DISTRIBUTION	Salaries	\$ 4,000	Under appropriated
F	8340	130	TRANSMISSION AND DISTRIBUTION	Wages	\$ 7,575	Under appropriated
F	8340	430	TRANSMISSION AND DISTRIBUTION	Contracted Services	\$ 425	Under appropriated

**RESOLUTION**

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Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

F	8340	840	TRANSMISSION AND DISTRIBUTION	Workers' Compensation	\$	1,250	Under appropriated
F	8340	850	TRANSMISSION AND DISTRIBUTION	Health Insurance	\$	17,225	Under appropriated
F	9050	800	OTHER EXPENSES	Unemployment Insurance	\$	350	Under appropriated
F	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$	5,300	Under appropriated
F	9070	800	OTHER EXPENSES	Compensated Absences	\$	2,175	Under appropriated
F	9089	800	OTHER EXPENSES	Other Employee Benefits	\$	100	Under appropriated
F	9710	600	OTHER EXPENSES	Serial Bonds - Principal	\$	2,000	Under appropriated
<b>TOTAL</b>					\$	<u>101,625</u>	

Decrease

F	8330	460	WATER PURIFICATION	Materials and Supplies	\$	<u>(101,625)</u>	
<b>TOTAL</b>					\$	<u>(101,625)</u>	

**SEWER FUND**

Expenditures

Increase

G	8110	110	SEWER ADMINISTRATION	Salaries	\$	2,325	Under appropriated
G	8110	130	SEWER ADMINISTRATION	Wages	\$	500	Under appropriated
G	8110	150	SEWER ADMINISTRATION	Overtime	\$	7,825	Under appropriated
G	8110	420	SEWER ADMINISTRATION	Insurance	\$	325	Under appropriated
G	8110	450	SEWER ADMINISTRATION	Miscellaneous	\$	250	Under appropriated
G	8110	830	SEWER ADMINISTRATION	Social Security	\$	225	Under appropriated
G	8110	850	SEWER ADMINISTRATION	Health Insurance	\$	25	Under appropriated
G	8120	110	SANITARY SEWER	Salaries	\$	3,175	Under appropriated
G	8120	430	SANITARY SEWER	Contracted Services	\$	1,225	Under appropriated
G	8120	440	SANITARY SEWER	Fees, Non-employee	\$	650	Under appropriated
G	8120	455	SANITARY SEWER	Vehicle Expense	\$	9,075	Under appropriated
G	8120	460	SANITARY SEWER	Materials and Supplies	\$	3,375	Under appropriated
G	8120	840	SANITARY SEWER	Workers' Compensation	\$	25	Under appropriated
G	8130	110	SEWAGE TREATMENT AND DISPOSAL	Salaries	\$	6,275	Under appropriated
G	8130	175	SEWAGE TREATMENT AND DISPOSAL	Health Insurance Buy-out	\$	4,500	Under appropriated
G	8130	420	SEWAGE TREATMENT AND DISPOSAL	Insurance	\$	1,850	Under appropriated

# RESOLUTION

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Approving Supplemental Appropriation No. 1  
For Fiscal Year 2015-16 for Various Accounts

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 .....

G	8130	430	SEWAGE TREATMENT AND DISPOSAL	Contracted Services	\$ 17,000	Under appropriated
G	8130	450	SEWAGE TREATMENT AND DISPOSAL	Miscellaneous	\$ 8,450	Under appropriated
G	8130	455	SEWAGE TREATMENT AND DISPOSAL	Vehicle Expense	\$ 3,725	Under appropriated
G	8130	465	SEWAGE TREATMENT AND DISPOSAL	Equipment < \$5,000	\$ 27,000	Under appropriated
G	9050	800	OTHER EXPENSES	Unemployment Insurance	\$ 2,125	Under appropriated
G	9060	800	OTHER EXPENSES	Health Insurance - Retirees	\$ 13,725	Under appropriated
	Total				<u>\$ 113,650</u>	

Decrease

G	8130	130	SEWAGE TREATMENT AND DISPOSAL	Wages	\$ (38,650)	
G	9950	900	OTHER EXPENSES	Transfer to Capital Fund	\$ (75,000)	
	Total				<u>\$ (113,650)</u>	

## LIBRARY FUND

Expenditures

L	7410	130	LIBRARY	Wages	\$ 18,675	Under appropriated
L	7410	150	LIBRARY	Overtime	\$ 850	Under appropriated
L	7410	430	LIBRARY	Contracted Services	\$ 26,350	Under appropriated
L	7410	440	LIBRARY	Fees, Non-employee	\$ 50	Under appropriated
L	7410	460	LIBRARY	Materials and Supplies	\$ 9,975	Under appropriated
L	7410	465	LIBRARY	Equipment < \$5,000	\$ 725	Under appropriated
L	9089	800	OTHER EXPENSES	Other Employee Benefits	\$ 25	Under appropriated
L	9950	900	OTHER EXPENSES	Transfer to Capital	\$ 86,500	HVAC prelim.design
	Total				<u>\$ 143,150</u>	

Decrease

L	1990	430	CONTINGENCY	Contracted Services	\$ (10,000)	
L	7410	110	LIBRARY	Salaries	\$ (50,400)	
L	7410	120	LIBRARY	Clerical	\$ (36,350)	
L	7410	140	LIBRARY	Temporary	\$ (1,925)	
L	7410	410	LIBRARY	Utilities	\$ (11,500)	



Res No. 12

October 17, 2016

To: The Honorable Mayor and City Council  
From: Sharon Addison, City Manager  
Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities owned by National Grid to display the City's holiday decorations. In support of this initiative, National Grid has forwarded, for City Council approval, a Pole Attachment Agreement that provides the policies and procedures regarding the placement of decorative attachments to their utility poles. This is being introduced this evening as we have just received the contract from National Grid. The contract term begins November 7, and we felt it necessary to bring this before Council before the next meeting.

Under the terms of this contract, the City of Watertown is charged for the energy consumed. While the contract term is from November 7, 2016 through January 31, 2017, the lights will only be energized from 7:00 p.m. on December 2, 2016 through 4:00 p.m. on January 4, 2017.

While the Agreement calls for the City to obtain Liability Insurance to indemnify National Grid, the City is self-insured for liability. In response to this requirement, the City has in prior years, and will again this year, provide National Grid with a letter indicating the fact that we are self-insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

A resolution approving the Agreement with National Grid has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Pole Attachment Agreement,  
National Grid

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 desires to display holiday decorations throughout the community, and

WHEREAS National Grid, owners of the street lighting system, wishes to permit civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements and special-event notifications to their facilities, and

WHEREAS National Grid has asked the City to approve a Pole Attachment Agreement to cover the use of their facilities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Pole Attachment Agreement, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City of Watertown hereby agrees to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement, 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**

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 10-14-16 Ref: PW 015-16
<b>To:</b>	Sharon Addison, City Manager	
<b>Subject:</b>	Holiday Decorations National Grid Pole Attachment Agreement	

Attached for your review and City Council approval is the proposed 2016-2017 National Grid Pole Attachment Agreement. This standard agreement addresses two specific issues, the first being an indemnification agreement protecting National Grid from any damage sustained to or by their poles due to the attachment of the City's holiday decorations; the second, provides a means, by way of the summary attachment, of quantifying the power to be consumed based upon prior lamp inventory and this years energized/de-energized schedule.

As you will note this agreement is similar to what was authorized last year with National Grid identifying the decoration attachment period as running from November 7<sup>th</sup> through January 31<sup>st</sup> and the energized period as running from 7:00 p.m. on Friday, December 2<sup>nd</sup> through 4:00 p.m. on Wednesday, January 4<sup>th</sup>.

In order to address the required Liability Insurance to indemnify National Grid, the City will need to provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.



cc: Peter Monaco, Assistant Superintendent of Public Works  
 Ralph Green, Electric Department Crew Chief  
 Mike Lumbis, City Planner  
 DPW files:  
     Christmas Decorations, 2016/2017  
     National Grid: Pole Attachment Agreement

Date\_\_\_\_\_

NationalGrid  
Attn: Gerald J. Haenlin, Manager  
Community and Customer Management  
21265 NYS Rt 232  
Watertown, NY 13601

RE: Pole Attachment Agreement

Dear Sirs/Madams:

In consideration of your permitting the City of Watertown, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the City of Watertown, New York, during the period from Monday, November 7, 2016 to Tuesday, January 31, 2017, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said City of Watertown, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting there from) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily injury - \$1,000,000/1,000,000  
Property Damage - \$1,000,000/1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000  
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

-----  
Sharon Addison, City Manager

Approval of the above offer granted  
contingent upon receipt of insurance  
specified above.

NIAGARA MOHAWK POWER CORPORATION

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

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

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995



# Holiday Streetlight Decoration Schedule

All City Holiday decorations described in this schedule will be lighted at 7:00 P.M. on Friday, December 2, 2016 as part of the Christmas Parade/Tree Lighting Ceremony. The decorations will remain energized through 4:00 P.M. on Wednesday, January 4, 2017. Those lights equipped with timers will operate for 8 hours each day, being lit from 4:00 P.M. until 12:00 mid-night.

## INSTALLED INVENTORY

Type of Decoration	Quantity
Candy Cane 6ft	19
Candy Cane 8ft - Lighted	23
Christmas Z-Tree - Lighted	15
Snowflake - Lighted	21
Wreath 4ft	25
Wreath 5ft - Lighted	14
LED Light Strings (3 Strands/ Pole)	33
Christmas Banners (Green)	10
Christmas Banners (Red)	10
Outdoor Mechanical Timers	44
	<b>214</b>



Candy Cane - 6ft



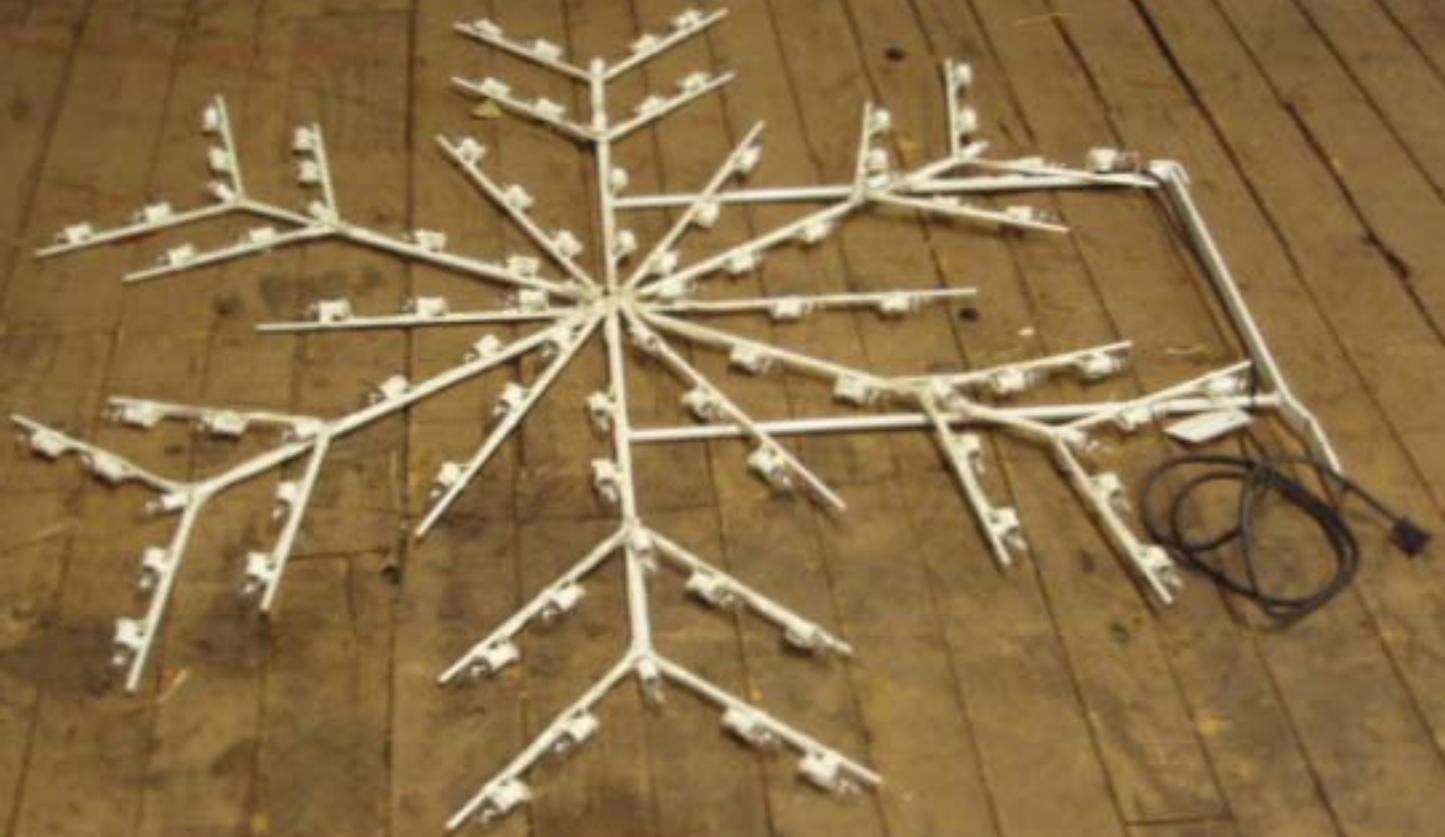
Candy Cane - 8ft



Christmas Z-Tree



Christmas Z-Tree - New Style



Snowflake

A long, green tinsel wreath is laid out on a light-colored wooden floor. The wreath is made of a thick, textured material that looks like tinsel or artificial pine needles. It is arranged in a large, roughly circular shape. At the bottom of the wreath, there are two black plastic hangers or clips. A silver metal strip is attached to the bottom of the wreath, and a black cord is visible extending from the right side. The floor is made of wooden planks with some small orange and brown spots scattered across it.

Wreath - 4ft



Wreath - 5ft

**Decorations Warm White LED  
Indoor/Outdoor 50 Light Set (40830-71)**

207192 | 843518020883

**Product Details:**

50 lights  
Warm white  
Indoor/outdoor use  
Spacing between bulbs  
14' cord  
Approximately 14' lighted length  
100 hour bulbs  
Connect up to 43 strings of the same set



**LED Light Strings**



Christmas Banners

# Outdoor Mechanical Timers

## Model 49382US and 59382 Daily Mechanical Timer

### Instructions

- 1) Adjust timer dial to correct time by turning dial until the correct time is set against the arrow head.
- 2) To set "ON" time, push segment pins down to corresponding "ON" period. To set "OFF" time, pull segment pins up to corresponding "OFF" time.
- 3) Set manual override switch to  position.
- 4) Switch unit to "ON" position and plug into timer.

\*Note: To override current settings, simply push override switch.

- If you are using an outdoor extension cord, plug into your timer receptacle. If you are not using an outdoor extension cord, plug your outdoor Christmas or other incandescent lights into your timer receptacle. The total cumulative wattage of all the lights must not exceed 500W.
- For best results, plug your timer directly into a wall receptacle that is at least 1 or 2 feet above the ground with outlets facing down. This prevents snow accumulation on the timer.

**DO NOT SUBMERGE IN WATER.**

**DO NOT EXCEED RATED CAPACITY.**

Use a 3 conductor, GFCI-protected outlet.

This device must be mounted in a vertical position with the receptacle facing downwards and the receptacle not reaching the ground level.

### SPECIFICATIONS

8' 14/3 SJTW cord  
 125V / 60Hz  
 15A / 1875W Resistive (general purpose)  
 4A / 500W Tungsten (lighting)  
 5A / 625VA Fluorescent (ballast)  
 15FLA, 90LRA



Coleman Cable, Inc.  
 Waukegan, IL 60085  
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 Printed in China





## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2	Arsenal Street	South Side	Aluminum Poles	None	No	N/A	Un-Metered	No
3	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
4	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
5	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
7	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
8	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
9	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
10	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
11	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
12	Arsenal Street	North Side	Aluminum Poles	None	No	N/A	Un-Metered	No
13	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
14	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
15	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
16	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
17	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
18	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
19?	Arsenal Street	South Side	New Style Ornamental	None	No	N/A	Un-Metered	No
20	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
1	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5/4	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7/6	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9/8	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
11/10	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13/12	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
15/14	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
17/16	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
1?	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
4	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
6	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
8	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
10	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
12	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
14	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
23	Coffeen Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.





## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
-	J.B. Wise Place	J.B. Wise Parking Lot	Streetscape Ornamental	None	No	N/A	Metered	No
2	Mill Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
1	Mill Street	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
4	Mill Street	Exterior Perimeter - West Side	Aluminum Poles	None	No	N/A	Un-Metered	No
2-43	Mill Street	Exterior Perimeter - East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-2	Public Square	Exterior Perimeter - East Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
3	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
4	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
5	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
6	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
7	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
8	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-34A	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
2-35	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-13	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-14	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-15?	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
2-16	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-17	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-6	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-5	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-4	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	No
2-3	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	70 watts (50 C9 LED lamps)	Un-Metered	No
1A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
2A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
3A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
4A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
5A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
6A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
7A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
8A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
9A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
10A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	Red Banners	No	N/A	Un-Metered	No
11A	Public Square	Interior Main Island - Interior	Streetscape Ornamental	Green Banners	No	N/A	Un-Metered	No
1A?	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
1	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2A?	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
5	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
8	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
9	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
10	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
11	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
12	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
13	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
14	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
15	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
16	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
17	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
18	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-60	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-10	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-1	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-2	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
5	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
6	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
6A?	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
7	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
8	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
9	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
10	Washington Street	West Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
11	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
12	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
13	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
14	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
15	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
16	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
17	Washington Street	East Side	Ornamental	LED String	Lights	<b>TBD</b>	Un-Metered	No
18	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
19	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
20	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
21	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
22	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
23	Washington Street	East Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
24	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.

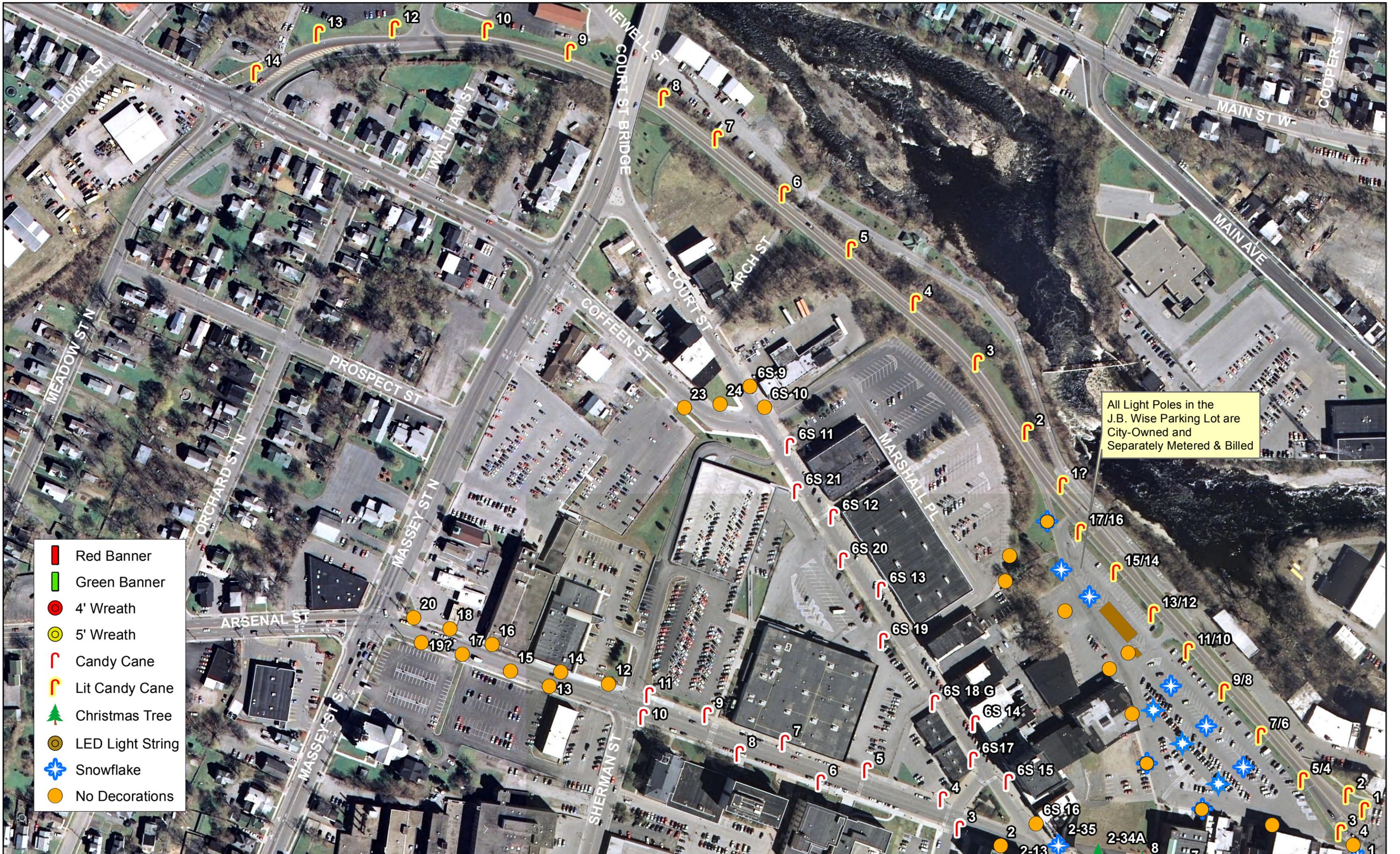


## Holiday Streetlight Decoration Location Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
25	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
26	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
27	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
28	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
29	Washington Street	East Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
30	Washington Street	West Side	Ornamental	LED String	Yes	<b>TBD</b>	Un-Metered	No
31	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No

**Note:** Decoration lights that are operated on timers will be on for 8 hours each day.  
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.





All Light Poles in the J.B. Wise Parking Lot are City-Owned and Separately Metered & Billed

-  Red Banner
-  Green Banner
-  4' Wreath
-  5' Wreath
-  Candy Cane
-  Lit Candy Cane
-  Christmas Tree
-  LED Light String
-  Snowflake
-  No Decorations

0 200 400 Feet

### Holiday Decorations - Downtown



October 14, 2016

Mr. Gene Hayes, DPW  
City of Watertown  
245 Washington St  
Watertown, NY 13601

Dear Mr. Hayes:

**Re: Attachments to National Grid Poles**

It is the time of year again when municipalities begin planning for decorating their business districts for the holidays. This letter is to inform you of National Grid's policy and procedure regarding any and all attachments (not just holiday) to our facilities and the energy used by such, whether they are attached to poles owned by National Grid or by the municipal corporation.

National Grid's policy is to permit civic organizations and/or municipal corporations to temporarily (typically not to exceed 120 days per calendar year) attach seasonal decorations, announcements and special-event notifications of reasonable size to our facilities if they are considered safe and adequate to support the attachments.

If you are planning to install holiday decorations or other types of attachments on our poles, we **require** that a signed Attachment Agreement be submitted to our office along with an insurance certificate, showing proof of public liability and property damage insurance and specifying the amount and duration of coverage. Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

Your written request should include the following:

- ◆ Location of attachments. (Pole number(s), street names, etc.)
- ◆ Date you wish to install decorations or attachments
- ◆ Date you will remove decorations or attachments
- ◆ Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
- ◆ Method of attachment to facility
- ◆ Name of contact person and phone number
- ◆ \*Connected wattage at each location
- ◆ \*Type of controller (time clock, photo cell, number of hours of operation)

\*Need for attachments that require energy from National Grid-installed convenience outlets. The information will allow us to calculate a flat rate bill based on P.S.C. 207, S.C.#2, Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the January termination date given on the attachment contract. Please provide us with the name of the civic organization or municipal corporation responsible for the electric service bill. We will also need to know the name of the contact person and telephone number in case any problems arise.

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**Holiday Decorations**

We will be more than happy to process your request as a service to you at no charge. However, if we need to modify our facilities for safety clearances or other installation concerns, you will be billed. We will discuss this with you prior to proceeding with any field changes in case an alternate location is available.

If any proposed attachment requires energy on a pole where a convenience outlet does not exist, we can install a convenience outlet for you. Charges for these outlets vary depending on the type of pole it is being installed on. Again, energy used will be billed. Please contact us for more information.

Enclosed is an Attachment contract. Please complete, sign and return the contract along with your insurance certificate prior to installation.

As a reminder, an agreement and insurance certificate are also required for any other attachments or the use of convenience outlets at any time throughout the year (i.e., flag attachments, festival, flower baskets, banners, etc.).

Best wishes for a safe and happy holiday season. If you have any questions, please feel free to contact me or your Consumer Representative, Todd Froyssell, at 315-785-7225.

Sincerely,

Jerry

Gerald J. Haenlin, Manager  
Community and Customer Management

Enclosure

Ord. No. 1

October 5, 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 are change orders related to the Arena rehabilitation project, which were Tabled at the October 3, 2016 Council Meeting. If the change orders are approved tonight, City Council 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 17, 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 17, 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.  
 Council Member MACALUSO, Teresa R.  
 Council Member WALCZYK, Mark. C.  
 Mayor BUTLER, Jr., Joseph M.  
 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

Page 3 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

“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

Page 4 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

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 17, 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

Page 5 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

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*

Tabled

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. These two Change Orders were Tabled at the October 3, 2016 Council Meeting.

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*

Council Member Stephen A. Jennings

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

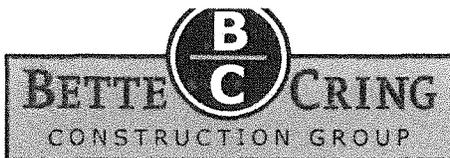
WHEREAS Bette & Cring has now submitted Change Order No. 11 in the amount of \$88,077.44 for installing a snow guard system on the roof and refinishing walls in the pool house,

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** Council Member Teresa R. Macaluso



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

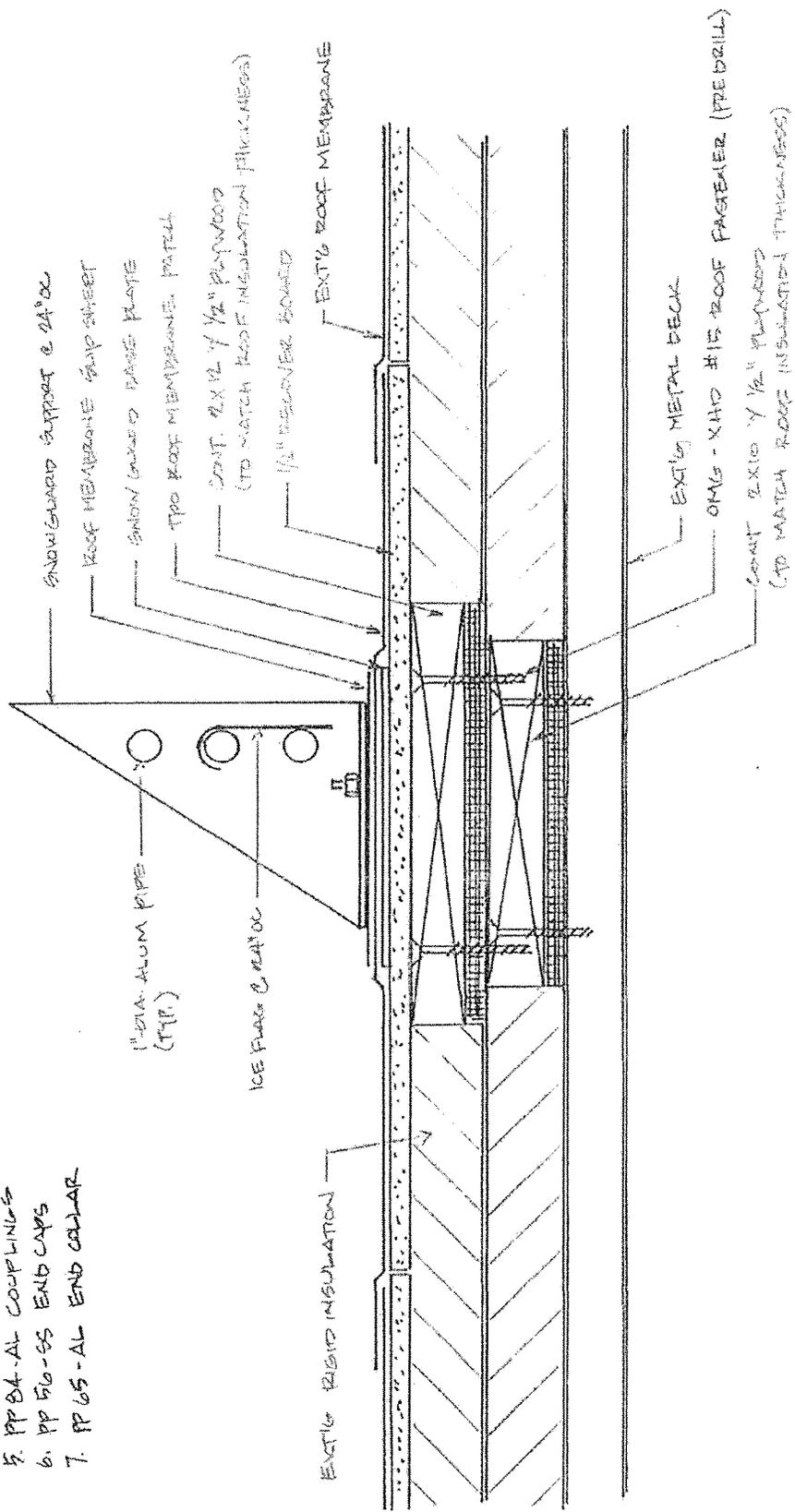
**MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.**

<b>Date:</b>	<b>Description:</b>
03/01/2016	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/flashed weather tight and per the manuf. and warranty recommendations.

**COMMENTS:**

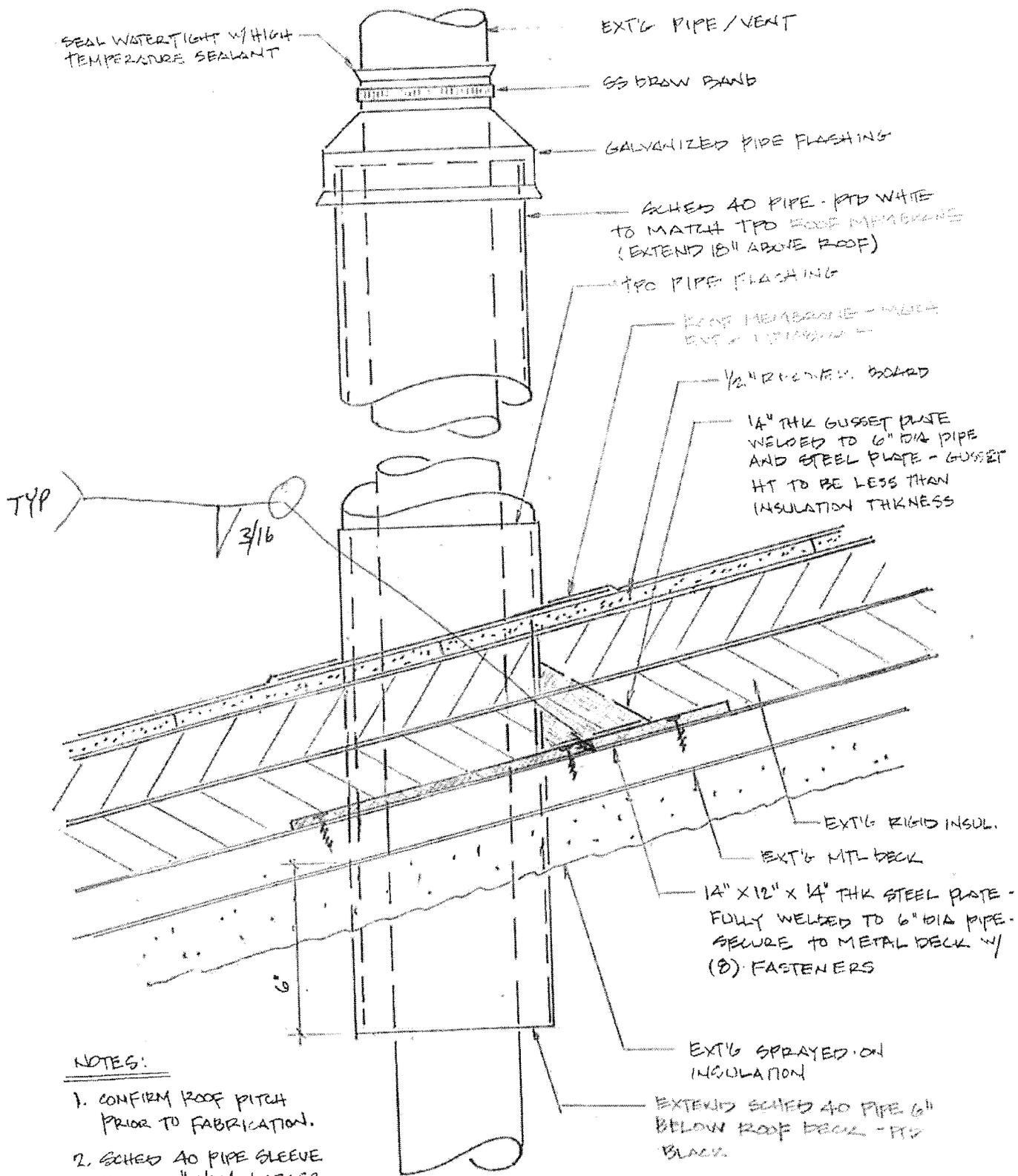
BASIS-OF-DESIGN

1. ALPINE SNOWGUARDS  
(2885, 766, 427)
2. PP115-H3 SUPPORT
3. 11/2" PP AL 6X8 BP-SS BASE PLATE
4. PP75-AL-OB RAIL
5. PP84-AL COUPLERS
6. PP56-SS END CAPS
7. PP65-AL END COLLAR



SECTION A

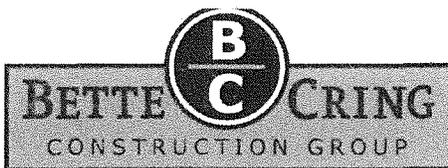
NOT INCLUDED IN PROPOSAL



- NOTES:**
1. CONFIRM ROOF PITCH PRIOR TO FABRICATION.
  2. SCHED 40 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 typed 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 LEONG CONCRETES Date: 5/17/15  
 Address: 105 SCOTT LN County: JEFFERSON  
WEAVERPOOL NY 13688  
 Telephone No: 315 952 2868 Trade: PAINTING

REGULAR BASE RATE	PREMIUM TIME BASE RATE
23.26	34.89

A WAGE RATE PER HOUR	% per hour	\$ per hour
BENEFITS		
Vacation & Holiday		
Health & Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Benefits		

B TOTAL BENEFITS PER HOUR \$ 18.12

PAYROLL TAXES AND INSURANCE	
F.I.C.A. / Social Security	7.65 %
Medicare	- %
Federal Unemployment	0.60 %
State Unemployment	4.10 %
Workman's Compensation	13.16 %
Disability	.50 %
Bodily Injury/Property Damage/Liability Insurance	29.94 %

C TOTAL TAXES AND INSURANCE PER HOUR 13.03

All benefits are paid directly to Employee  
 Only benefits identified by \* above are paid directly to Employee

D TOTAL LABOR RATE (A + B + C) = 55.41

E CONTRACTOR'S CERTIFICATION 71.42



# PPG Architectural Coatings

*Because Every Job Matters*

SOLD TO: 310719250000  
LEONE PAINTING COMPANY LLC  
105 SCOTT LN  
LIVERPOOL, NY 13088-5433  
(315)952-2868

CUST PO#: mike  
CUST JOB: Watertown Ice Rink

SHIP TO:  
LEONE PAINTING, MIKE LEONE  
105 SCOTT LANE  
LIVERPOOL, NY 13088

(315)952-2868

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

PAF8297@PPG.COM

**INVOICE**  
#829703027287



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 5GL 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 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

Lawman Heating and Cooling  Attention: Kyle Lawler  Quote ID:031516-08494-0081	Date	03-15-2016
	Payment Terms	Net 30
	Base Job Name	Watertown Arena
	Base Job Number	44OP-173035



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***

Council Member Teresa R. Macaluso

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

Page 2 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

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 Council Member Stephen A. Jennings

**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 11,173.82

Subtotal 20,606.42

15% OH & P 3,090.96

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:	<u>LAWMAN HEATING &amp; COOLING, INC</u>	Date:	<u>9/28/2016</u>
Address:	<u>206 AMBROSE STREET</u>	Project No.:	_____
	<u>SACKETS HARBOR, NEW YORK 13685</u>	CO/FO/T&M:	<u>Add'l Work</u>
Telephone No:	<u>315/646-2919</u>	County:	<u>Jefferson</u>

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade: <u>Plumber / Pipefitter</u>
{T&M Only} Item No. _____	
{T&M Only} Employee Name: _____	REGULAR BASE RATE
{T&M Only} Soc. Sec. No. _____	PREMIUM TIME BASE RATE

A. WAGE RATE PER HOUR	\$30.19	\$45.28
-----------------------	---------	---------

BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$20.61	\$20.61
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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 \$36.00 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.	\$30.19	times 34.65 % =
	\$10.46	\$15.69

D. TOTAL LABOR RATE (A + B + C) =	\$61.26	\$81.58
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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 Lewler  
Project Manager  
Print Title

Sworn before me  
\_\_\_\_\_  
Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

# Material

Item CSI	Description	Takeoff		Mat \$/Unit	Mat %	Mat Total	Mat Supplier
		Qty	Unit				
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	lsum				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	16.1
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

CSI	Item Description	Takeoff Qty	Unit	Subs Prod	Subs Prod Unit	Subs Hours	Subs \$/Unit	Subs Total	Subs Name
	siemens boiler add	1.0	lsum				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:

- Installation 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

October 11, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Public Auction for Tax Sale Certificate Assignment

The City of Watertown is the holder of a 2014 tax sale certificate for 465 Martin Street for which the redemption period has expired. The City has yet to issue itself a tax deed to this parcel. If the City does not wish to issue itself a tax deed to take title to this parcel, it could instead hold a public auction to assign the City's interests in the tax sale certificate.

The redemption amount for 465 Martin Street at the end of the two year period was \$7,357.31 and since the expiration of the redemption period the City has paid an additional \$853.04 in City taxes as the tax sale certificate holder.

The City previously auctioned off in 2012 its interest in a 2001 tax sale certificate to this parcel to TS Vendors, Inc. (the current owner of record).

Staff is recommending holding a public auction to sell the City's interest in the tax sale certificate and thus remain out of the ownership chain. Conversely, City Council can choose to accept the tax deed and include the parcel in the upcoming property auction.

If City Council elects to auction its tax sale certificate but does not feel the auction bid is adequate, it can reject the offer and instead cancel its tax sale certificate and seek a judgment against TS Vendors, Inc for the back taxes. The company owns the following properties in the City.

<u>Address</u>	<u>Property Class</u>	<u>Taxable Assessed Value</u>
306 Factory Street	Commercial	\$ 65,100
743 Huntington Street	Bar	\$105,200
335 Rutland Street North	Single family	\$ 76,100
451 Martin Street	Vacant commercial	\$ 8,500





## Property Description Report For: 465 Martin St, Municipality of City of Watertown



**Status:** Active  
**Roll Section:** Taxable  
**Swis:** 221800  
**Tax Map ID #:** 1-17-209.000  
**Account #:** 13072500  
**Property Class:** 449 - Other Storage  
**Site:** COM 1  
**In Ag. District:** No  
**Site Property Class:** 449 - Other Storage  
**Zoning Code:** LI - Light Industry  
**Neighborhood Code:** 00608  
**School District:** Watertown  
**Total Assessment:** 2016 - \$64,300  
 2015 - \$64,300  
**Property Desc:** 165x219 117209  
**Deed Page:** 320  
**Grid North:** 1452643

**Total Acreage/Size:** 165 x 219  
**Land Assessment:** 2016 - \$16,700  
 2015 - \$16,700  
**Full Market Value:** 2016 - \$69,891  
 2015 - \$73,068  
**Equalization Rate:** ----  
**Deed Book:** 2012  
**Grid East:** 994480

### Utilities

**Sewer Type:** Comm/public  
**Water Supply:** Comm/public  
**Utilities:** Gas & elec

### Inventory

**Overall Eff Year Built:** 0  
**Overall Condition:** Poor  
**Overall Grade:** Economy  
**Overall Desirability:** 1

### Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories
0	0	0	0	Unfinished	1952	Fair	Average	8673	1

### Site Uses

Use	Rentable Area (sqft)	Total Units
-----	----------------------	-------------

Dstr wrhouse 8,673 0

---

## Improvements

<b>Structure</b>	<b>Size</b>	<b>Grade</b>	<b>Condition</b>	<b>Year</b>
Cold stor rm	1385 × 1	Average	Fair	1952
Canpy-roof	560.00 sq ft	Average	Fair	1933
Ld dock-wood	560.00 sq ft	Average	Fair	1933
Shed-machine	1,380.00 sq ft	Economy	Fair	1952
Ovrhdoor-com	0 × 0	Average	Fair	1952

---

## Land Types

<b>Type</b>	<b>Size</b>
Primary	165 × 219

---

## Taxes

<b>Year</b>	<b>Description</b>	<b>Amount</b>
2016	City	\$853.04
2016	County	\$508.89
2016	School	\$650.08
2015	City	\$982.24
2015	County	\$490.58
2015	School	\$670.89

**\*Taxes reflect exemptions, but may not include recent changes in assessment.**

October 11, 2016

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Disposal of City Properties

The City of Watertown has taken title to several parcels of property as a result of its tax enforcement process. Code Enforcement has completed their review of the structures and has prepared the attached report.

In addition to the recent houses acquired by the City, it would also include the two bank donated houses (825 Academy Street and 367 Main Street West), as well as numerous vacant lots in the public auction.

Staff has provided the list of City owned houses to Neighbors of Watertown to see if there are any potential candidates for the NDC Rehabilitation Program. The NDC Rehabilitation Program was set up as a partnership between Neighbors of Watertown, Inc., the Development Authority of the North Country and the City (NDC) to rehabilitate properties that the City acquires through tax foreclosure and then sells them to first time homebuyers. The City receives up to the amount owed in back taxes upon the sale to the new homeowner, if the project can financially support it.

Staff is seeking City Council concurrence as to the proposed demolition of the structure located 240 Coffeen Street. Unless directed otherwise staff is intending to provide City Council with a resolution to consider at the November 7<sup>th</sup> City Council meeting which will authorize the City Comptroller's office to advertise the parcels and hold a public auction in late November. At that time, it will also consider any candidates for the NDC Program.

<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
825 Academy Street	1-10-310.000	Two Family	50' x 109'	Residential B	\$62,100	\$6,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
103 Alexandria Avenue	1-10-310.000	Residential Vacant	30' x 70'	Residential B	\$500	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Burlington Street	3-05-331.000	Residential Vacant	50' x 110'	Residential C	\$4,750	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
125 Casey St	9-14-122.000	Single Family (pre-demolition)	99' x 99'	Residential B	\$30,800 (pre-demolition)	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
340 Rear Colorado Avenue	5-06-260.000	Road/street/high way	.53 acres	Light Industry	\$5,400	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
1205 Columbia Street	5-02-302.000	Residential Vacant	60' x 50'	Residential B	\$8,100	\$1,000





<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
316 High Street	6-06-125.000	Vacant Commercial	66' x 112'	Commercial	\$4,350	\$500
318 Rear High Street	6-06-126.001	Vacant with Improvements	54' x 84'	Residential C	\$4,900	\$500



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
900 Huntington Street	6-11-308.000	Detached row building (pre-demolition)	57' x 88'	Light Industry	\$59,800 (pre-demolition)	\$1,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
367 Main Street West	2-03-111.000	Two Family	41' x 150'	Residential C	\$41,400	\$4,000



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
140 Palmer Street	8-05-121.000	Residential Vacant	65' x 214.5'	Residential A	\$15,600	\$1,500
VL-140 Palmer Street	8-05-120.000	Residential Vacant	5' x 214.5'	Residential A	\$500	\$50



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-3 Richards Drive	14-20-313.000	Residential Vacant	80' x 35'	Residential C	\$2,700	\$250



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
209 Sterling Street	11-01-105.000	Residential Vacant	28' x 87'	Residential C	\$6,700	\$700



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
36 Stuart St	3-09-101.000	Residential Vacant	36' x 52'	Residential A	\$100	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
59 Woodley St	1-24-202.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100
60 Woodley St	1-24-201.000	Residential Vacant	50' x 73'	Residential A	\$1,200	\$100





**CITY OF WATERTOWN, NEW YORK**  
**BUREAU OF CODE ENFORCEMENT**

Suite 105, City Hall  
245 Washington Street  
Watertown, New York 13601-3380

Telephone (315) 785-7735  
Facsimile (315) 785-7854

**MEMORANDUM**

**DATE:** September 21, 2016

**TO:** Jim Mills, City Comptroller  
Sharon Addison, City Manager  
Justin Wood, City Engineer

**FROM:** Shawn McWayne, Code Enforcement Supervisor

**SUBJECT:** City Owned Property Inspection

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I have completed my investigation of the tax properties recently taken by the City.

- **240 Coffeen Street:** Due to severe water damage, the proximity of the neighboring structure and a substandard lot size (37'x 50'), it is my recommendation that this structure be demolished.
- **524 Clay Street:** This structure has severe water damage due to a failed roof system. A full assessment could not be completed of this building due to the large volume of debris throughout. The foundation appears to be sound. The structure has the potential to be rehabilitated. However, the cost of rehabilitation may outweigh any value once completed. The lot is also substandard in size (55'x 66') - Single Family use only.
- **320 High Street:** This structure can be sold. Please note: the structure is flea infested.
- **321 Sill Street:** This structure can be sold – Single Family use only; substandard lot size 75'x 83'.
- **166 Academy Street:** This structure can be sold. The lot is substandard (38' x 91') – Single Family use only. The City will be demolishing the structure next door at 158 Academy Street and council may want to consider demolition of the address and combine this lot with the 158 Academy Street it will remove blight and improve this neighborhood.
- **602 Lansing Street:** This structure can be sold. The lot is substandard (47x72') – Single Family use only.

This is a great opportunity for the City Council to take action regarding the saturated housing market in the City by removing the structures with substandard lot sizes.



240 Coit St















524 e bay st





09/06/2016



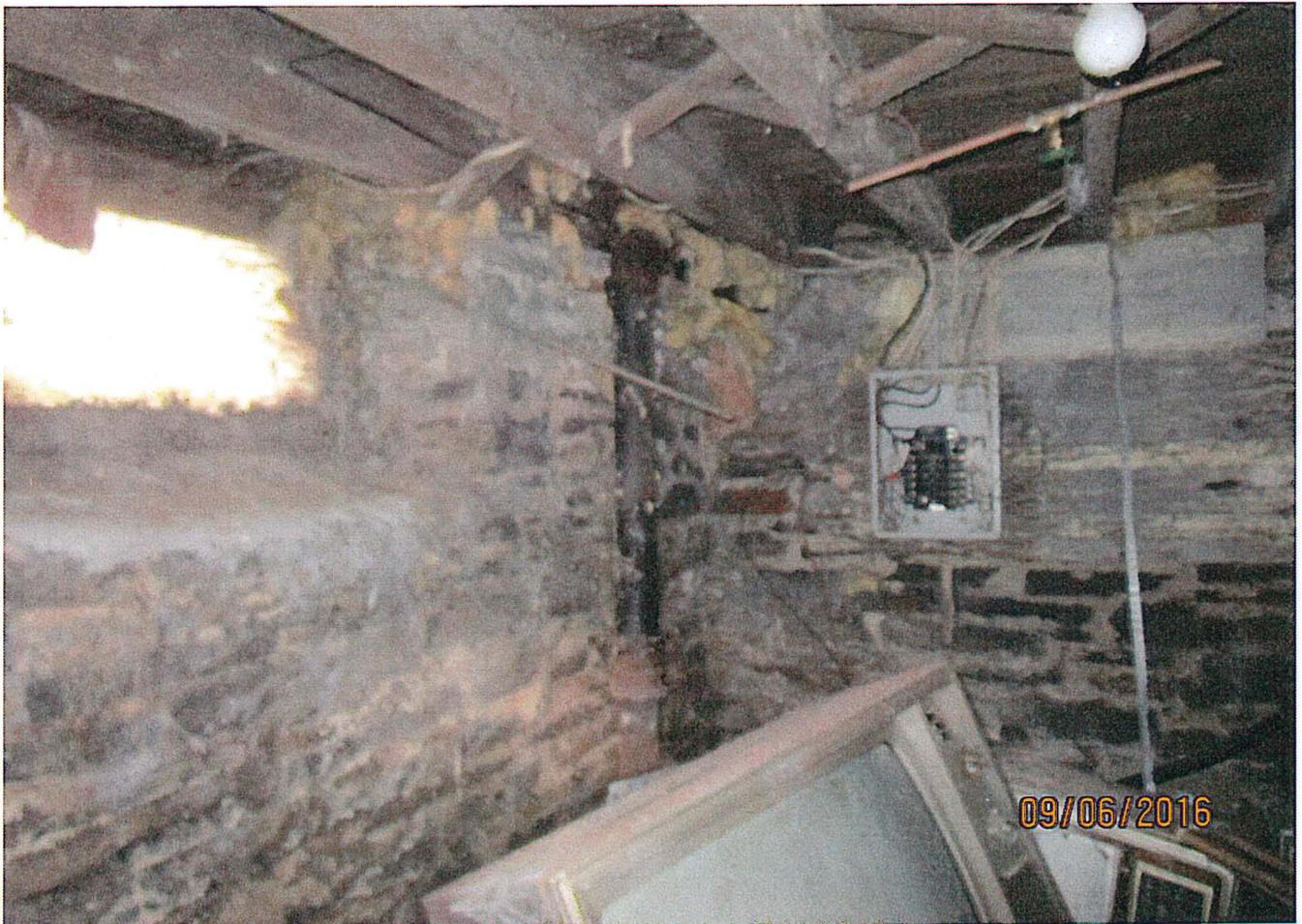
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water



Fan. 1st





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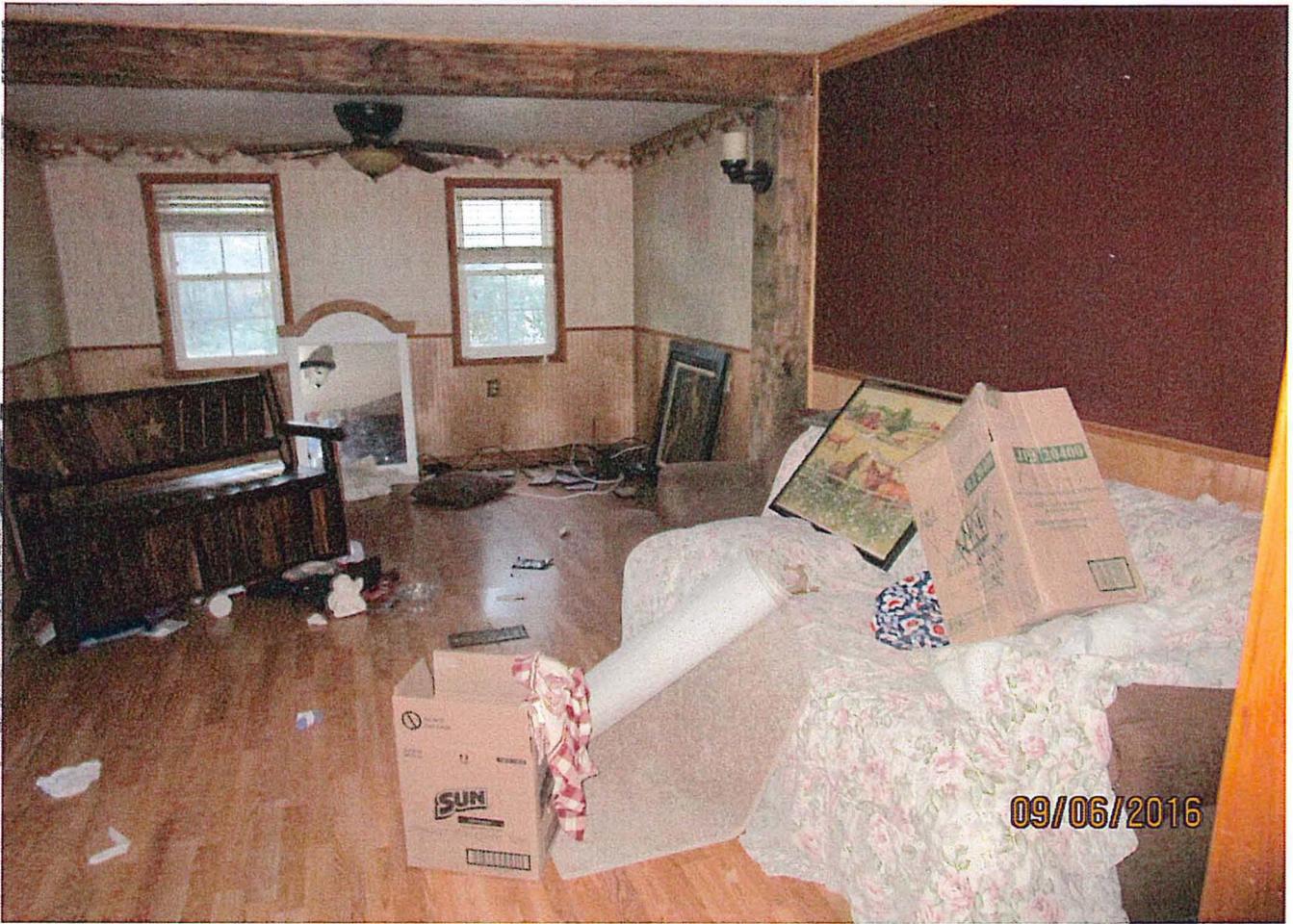
320 High St AS 4/4/08



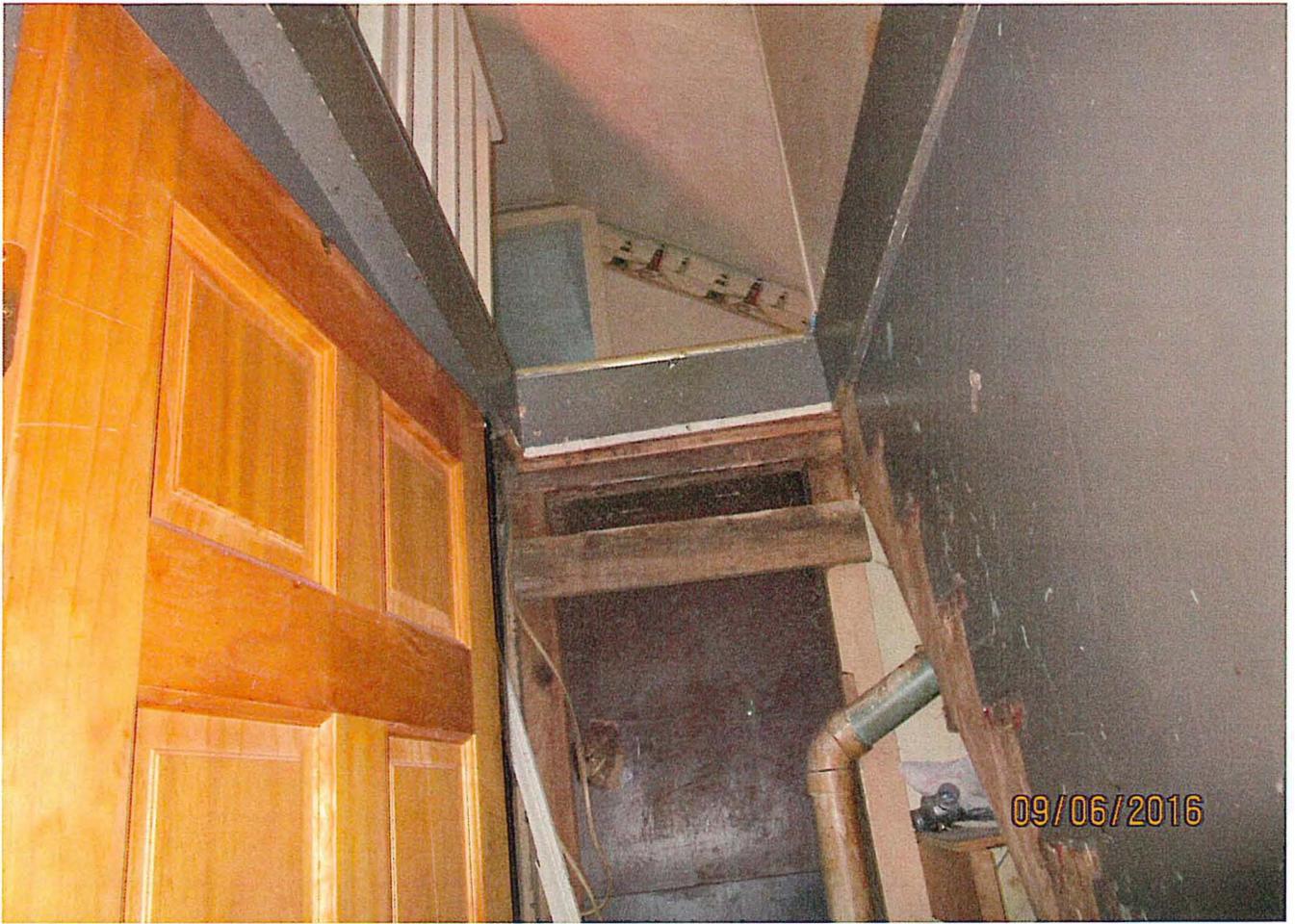
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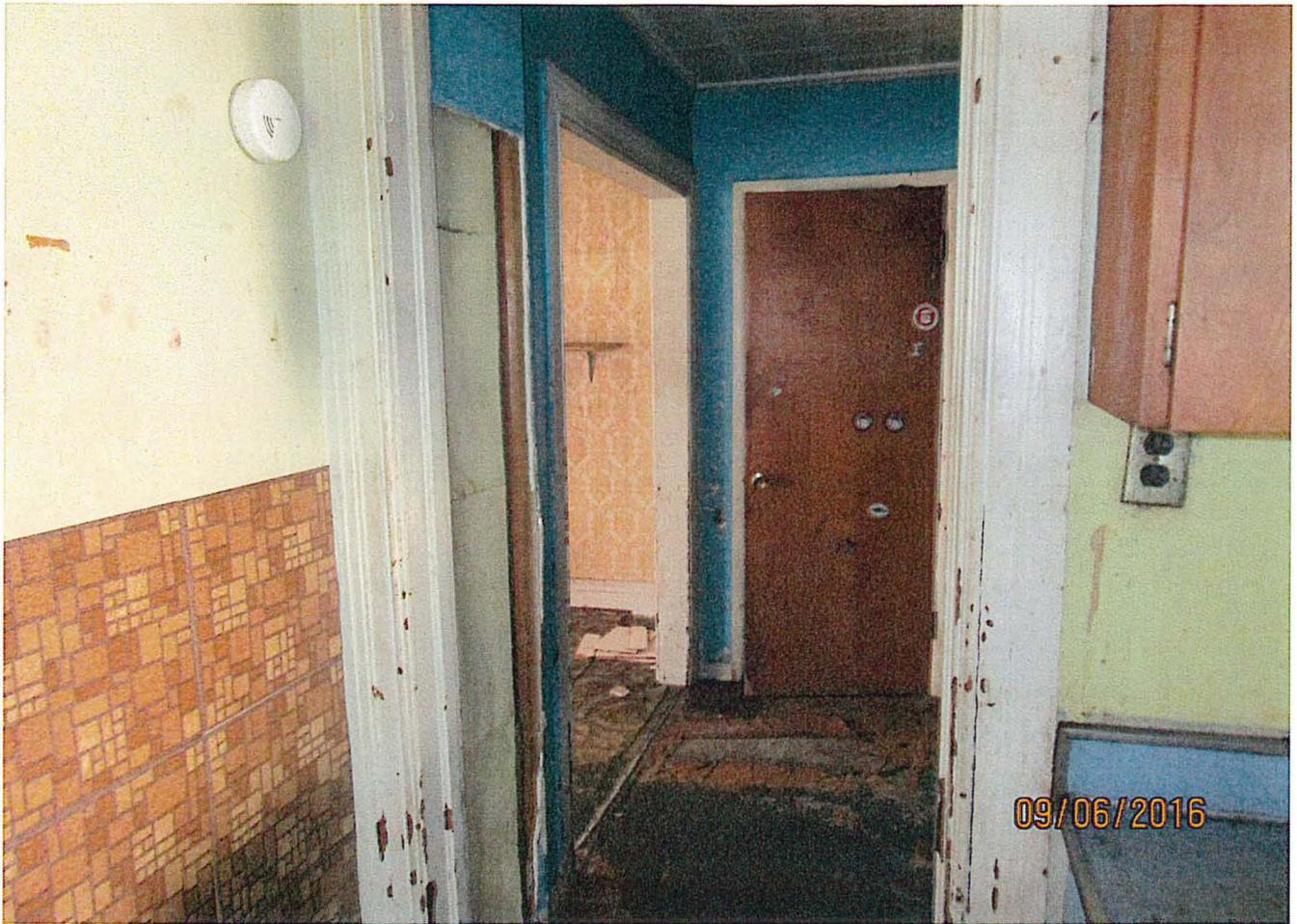




321 Sill St





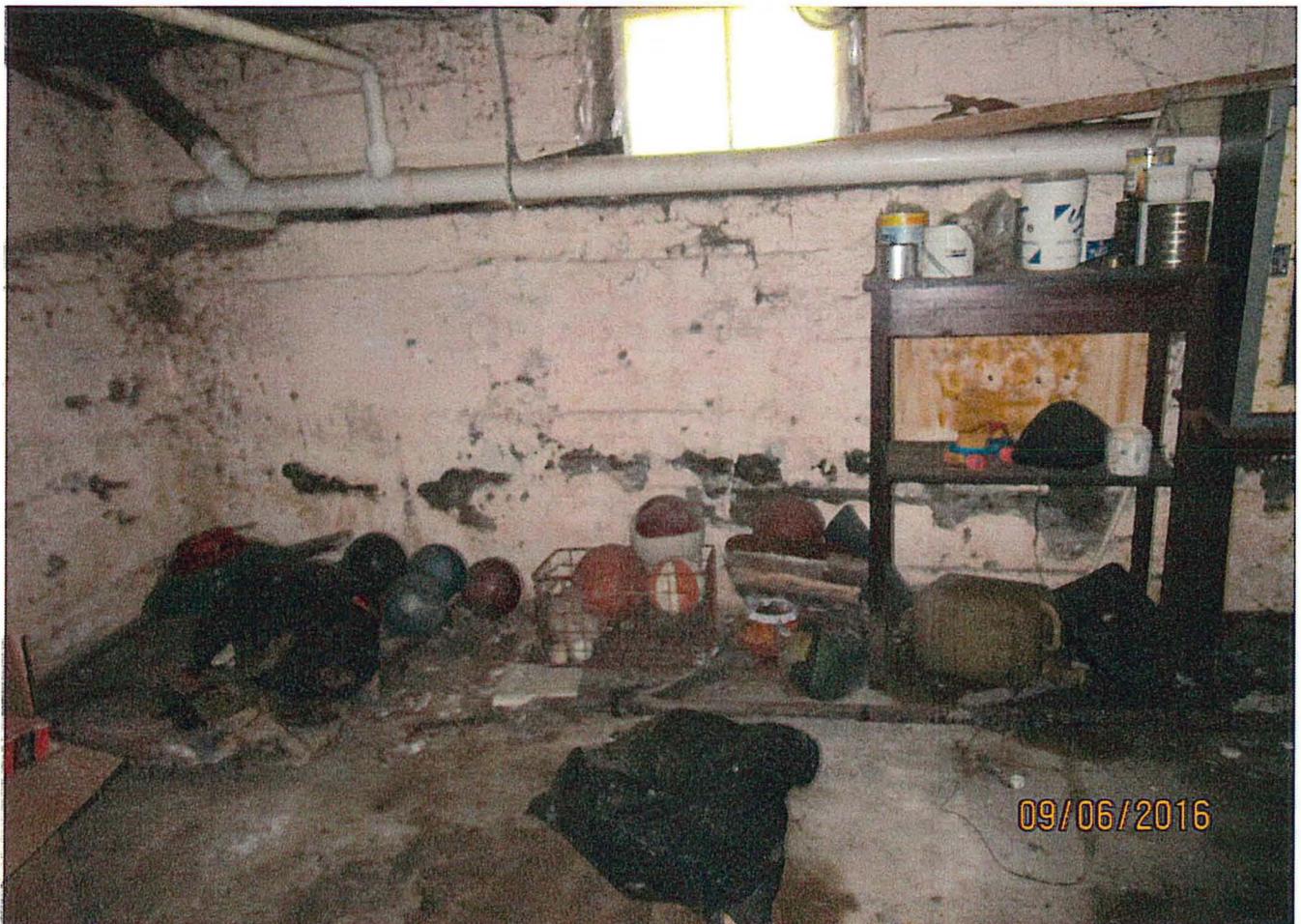
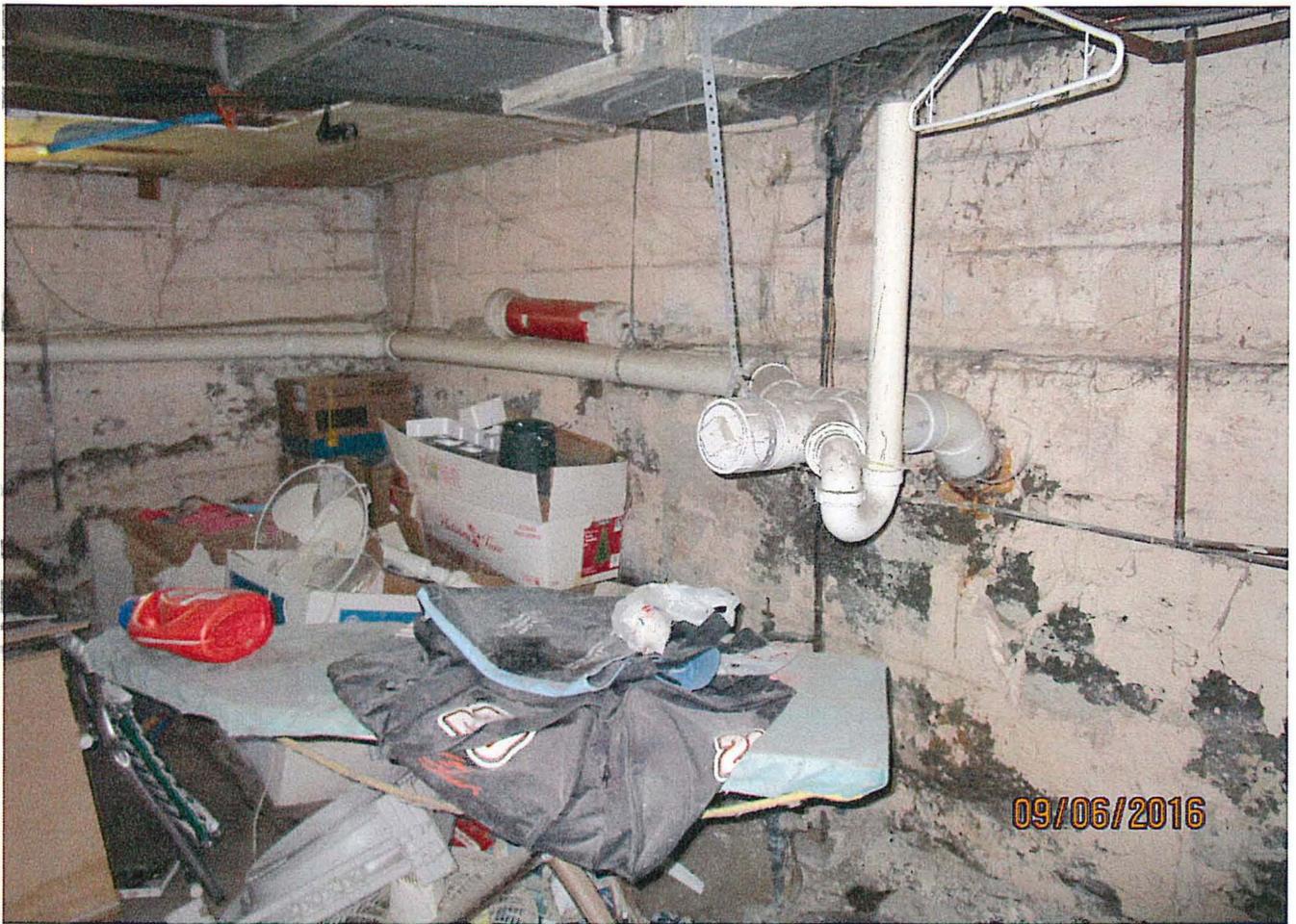






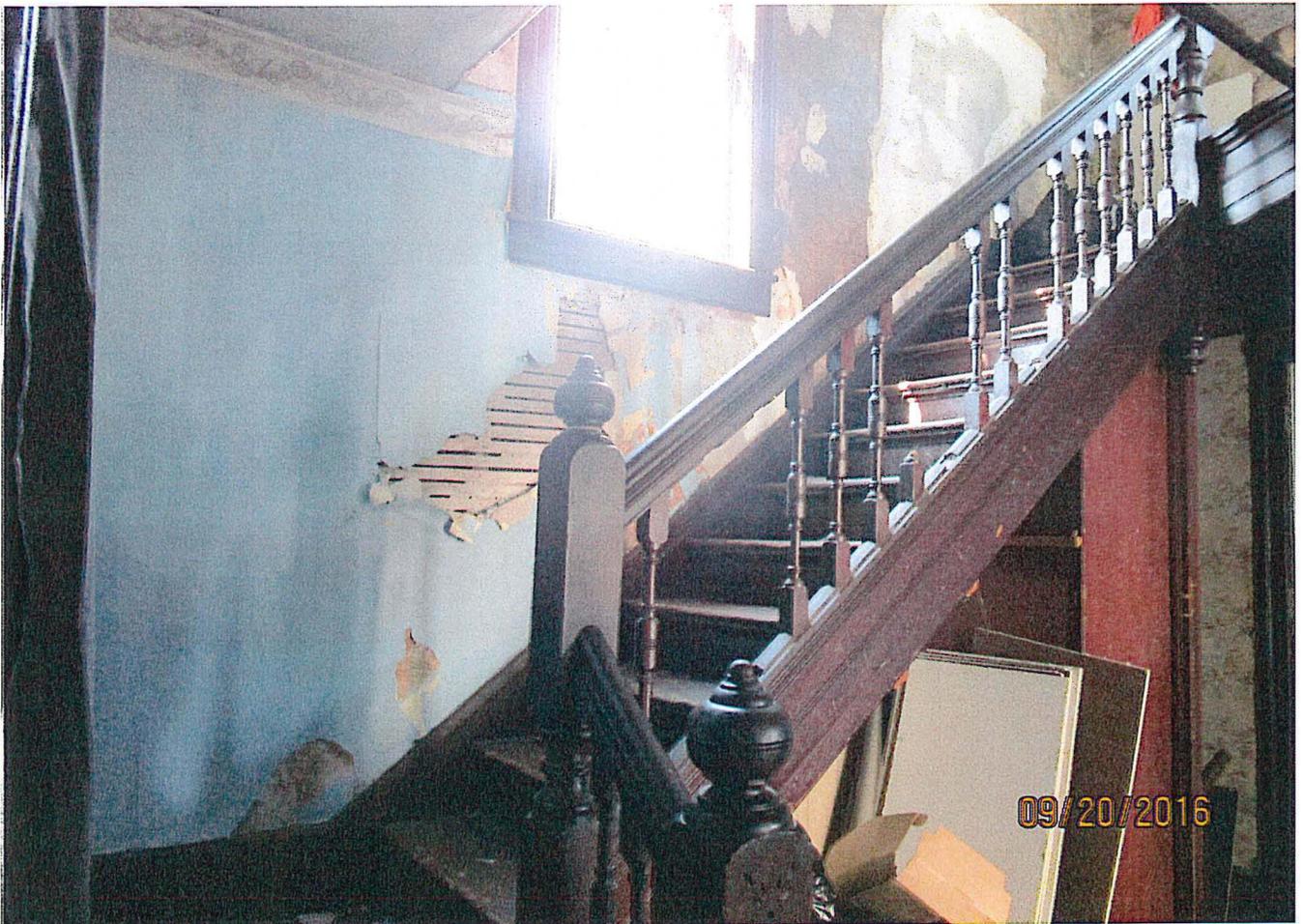






166 Academy St.



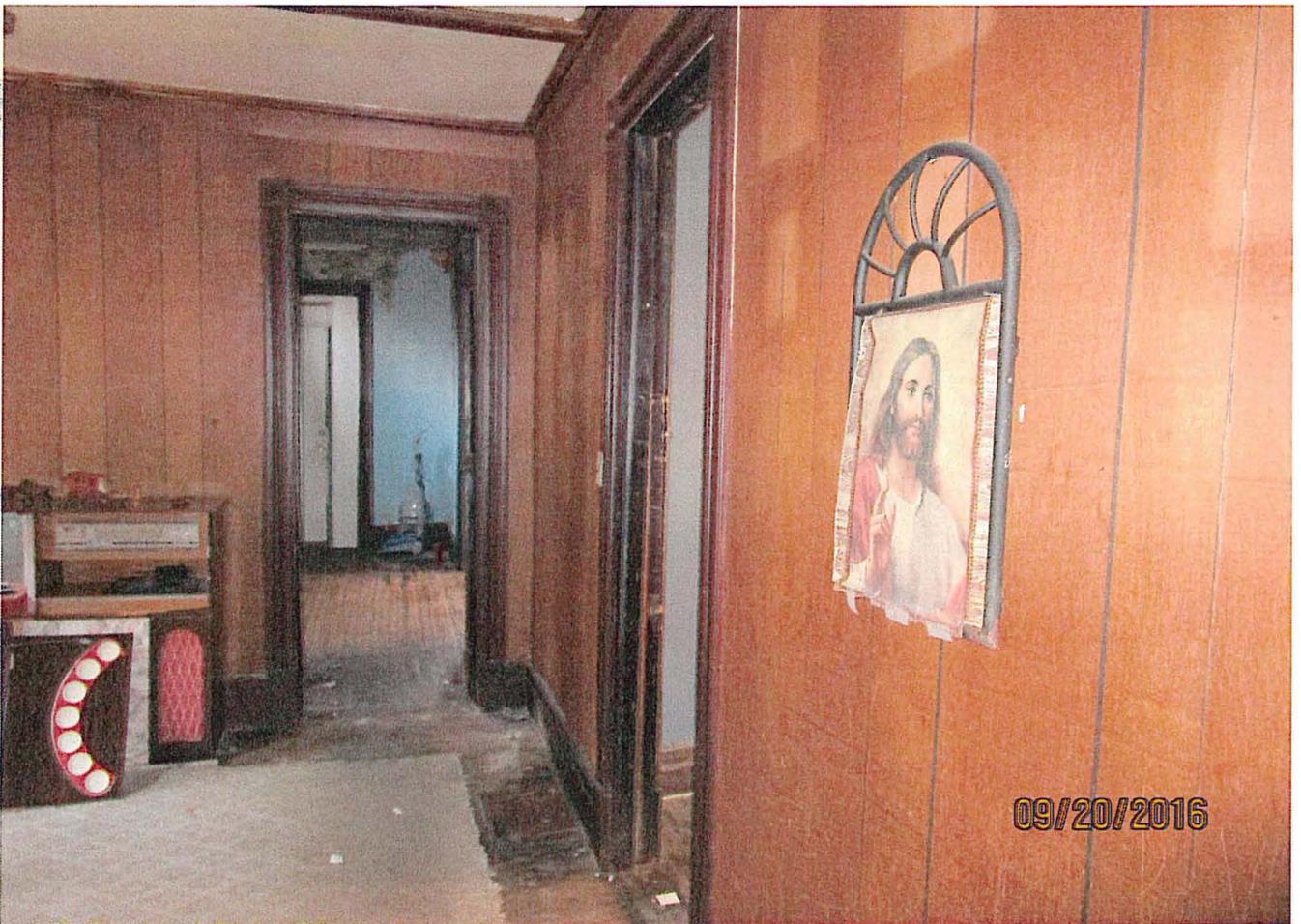










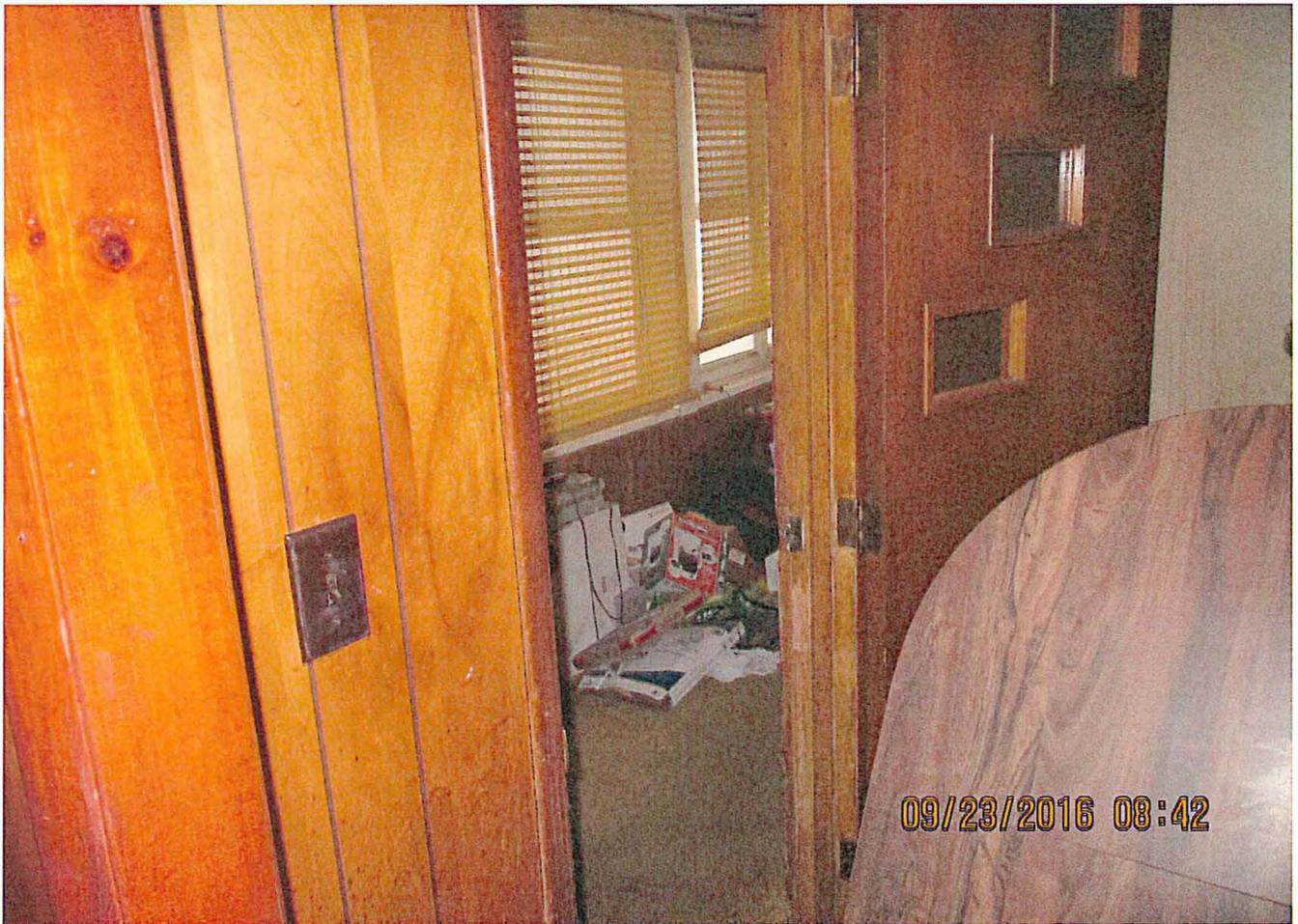
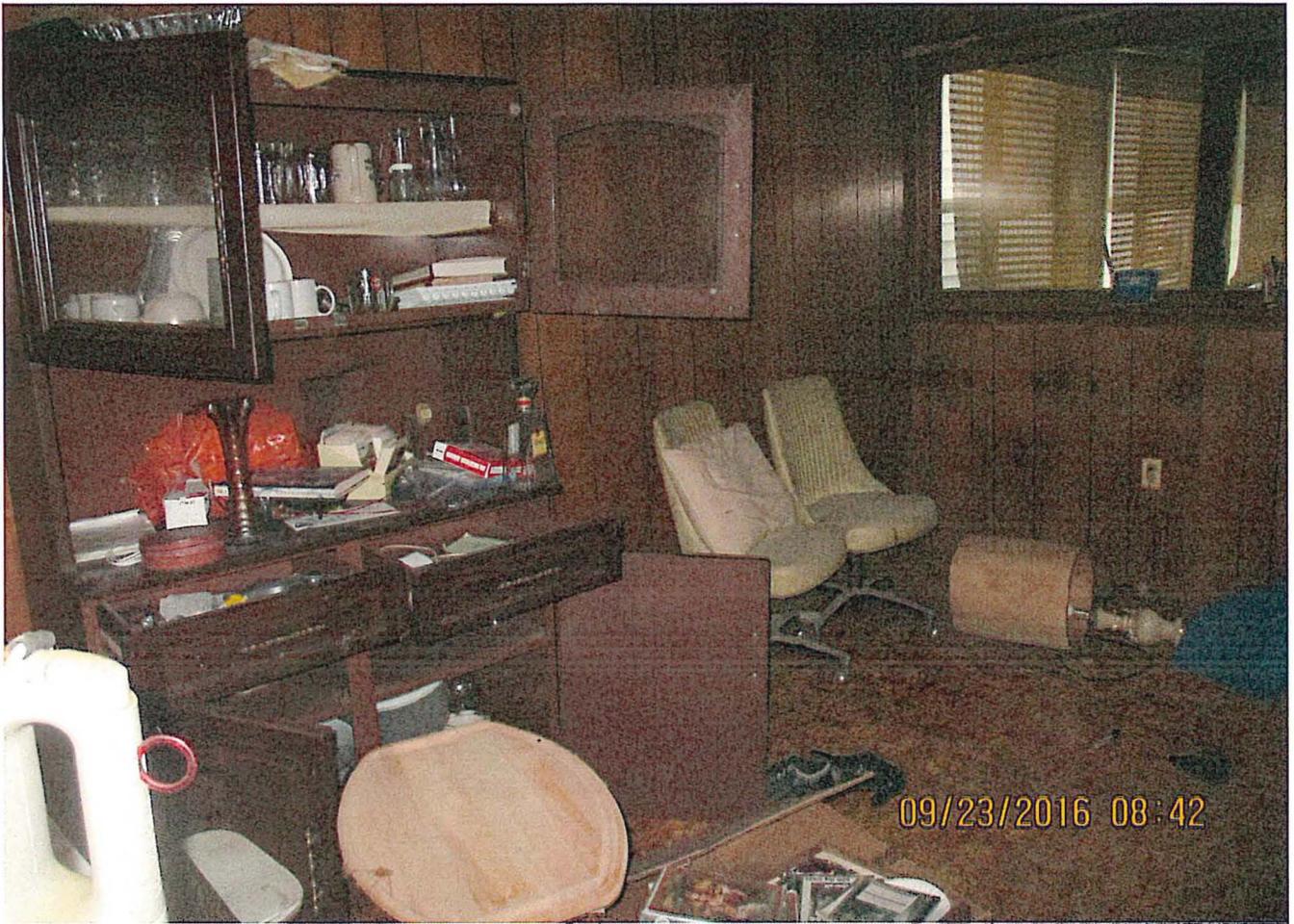


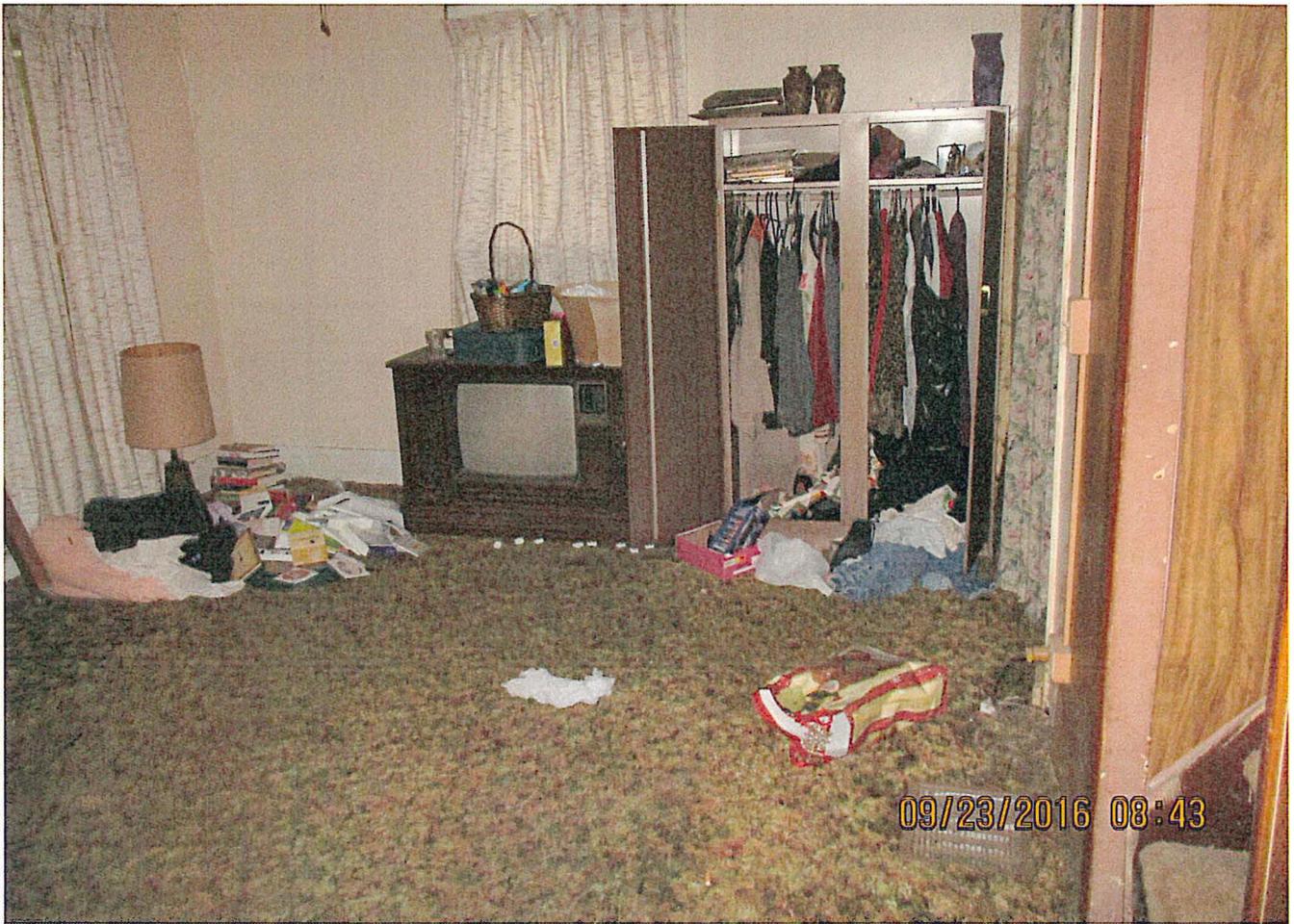


602 Lansing St

















1869

CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: October 14, 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Flower Memorial Library HVAC Replacement Update

The City retained the services of Jade Stone Engineering (JSE) to evaluate and design replacement of the existing FML HVAC Heat Pump system with a Central Constant Volume Air Handling Unit system. As the design advanced to 90% completion, it became evident the City should include two new scope of work items to the project: upgrades to lighting on all three floors and flooring in the basement. The purpose of this memorandum is to obtain concurrence on the final scope of work prior to putting the project out to bid in late 2016.

Lighting Upgrades

The level of work required to replace the HVAC system necessitates removal of the ceiling grid on all three floors. Lights have been partially updated over the years but are still dependent on older style fixtures and include a mix match of sizes, types, and less than ideal locations. This is a perfect opportunity to replace the less efficient lights with LED lighting, which can then be repositioned to the ideal locations based on modern photometrics and designed to fit the new ceiling grid layout. The estimated cost of upgrading to LED lighting in the basement alone is \$32,000. Lighting upgrades for the other two floors are currently being evaluated, but appear to be good candidates to include as part of the project. A detailed design and cost benefit analysis can be performed should Council agree to include lighting upgrades in the scope. It is recommended that this upgrade be bid as an alternate, so as to not commit the City to doing the work if the prices come in high.

Basement Flooring

The carpet flooring in the FML basement has been deteriorating for several years, and poses a trip hazard in many areas where it is bubbling up due to moisture issues, failed adhesives, and worn seams. The City's Capital Budget has the flooring upgrade project in FY 18-19 for \$300,000. That cost includes temporary relocation of the books, removal of the carpet, asbestos tile abatement, and a polished concrete treatment. Library Director Yvonne Reff is developing a plan to perform the book relocation in-house and to keep books in circulation via the North Country Library System. In-house relocation of the books will save the City money not only for that specific task and mobilization costs, but it will make the HVAC work easier, quicker, and therefore cheaper to do for the contractor and can be reflected in the bid. This is the ideal time to perform the flooring upgrade, since the basement is planned to be closed to the public during construction anyway, and we can avoid a second closure if the flooring project is held off to FY 18-19. The estimated cost of upgrading the flooring to polished concrete is \$60,000 - \$75,000.

The overall project is still projected to cost approximately \$1.2 Million, including both upgrades. There are some asbestos abatement costs which must be finalized, along with other minor details, but with Council's concurrence, I would like to incorporate both the lighting and flooring upgrades to the project scope. Pending completion of final design, the City will bid the project by the end of 2016, to allow procurement of equipment, and construction in the spring of 2017.

cc: Yvonne Reff, Library Director  
Shawn McWayne, Code Enforcement Supervisor  
Jim Mills, City Comptroller

October 17, 2016

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sales Tax Revenue – September 2016

The City has received the monthly sales tax revenue amount from Jefferson County. In comparison to last September, sales tax revenue on an actual to actual basis was up \$299,291 or 17.78%. In comparison to the original budget projection for the month of September, sales tax was up \$204,425 or 11.50%.

The year-to-date actual receipts are up \$267,059 or 5.70% while the year-to-date receipts on a budget basis are up \$2,908 or 0.06%. Year-to-date sales tax revenue is at \$4,954,657.

The attached spreadsheet shows the detail collections for this year and last year along with the budgeted amounts. Collections for the Fiscal Years' 2012-13, 2013-14, 2014-15 and 2015-16 have been included for historical perspective.

	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Actual 2016-17</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
July	\$ 1,361,364	\$ 1,492,579	\$ 1,412,829	\$ 1,509,325	\$ 1,536,214	\$ 26,889	1.78%		
August	\$ 1,357,130	\$ 1,463,877	\$ 1,247,954	\$ 1,494,788	\$ 1,435,666	\$ (59,121)	-3.96%		
September	\$ 2,071,785	\$ 1,760,254	\$ 2,206,655	\$ 1,683,486	\$ 1,982,777	\$ 299,291	17.78%	267,059	5.70%
October	\$ 1,301,624	\$ 1,584,174	\$ 1,405,774	\$ 1,339,731	\$ -		0.00%		
November	\$ 1,274,589	\$ 1,116,784	\$ 1,398,402	\$ 1,375,619	\$ -		0.00%		
December	\$ 1,714,672	\$ 1,543,425	\$ 1,540,727	\$ 1,351,562	\$ -		0.00%	-	0.00%
January	\$ 1,276,483	\$ 1,238,468	\$ 1,261,235	\$ 1,332,286	\$ -		0.00%		
February	\$ 1,160,663	\$ 1,076,005	\$ 1,059,321	\$ 1,084,467	\$ -		0.00%		
March	\$ 1,453,454	\$ 1,471,964	\$ 1,295,074	\$ 1,426,339	\$ -		0.00%	-	0.00%
April	\$ 1,293,493	\$ 1,271,765	\$ 1,286,204	\$ 1,333,096	\$ -		0.00%		
May	\$ 1,373,513	\$ 1,298,653	\$ 1,288,547	\$ 1,348,173	\$ -		0.00%		
June	\$ 1,609,032	\$ 1,699,052	\$ 1,726,963	\$ 1,789,321	\$ -		0.00%	-	0.00%
YTD	\$ 17,247,801	\$ 17,017,001	\$ 17,129,685	\$ 17,068,193	\$ 4,954,657	\$ 267,059	5.70%		

	<u>Original Budget</u>		<u>Variance</u>	<u>%</u>	<u>Quarterly Variance</u>	<u>% Inc/(Dec) to Prior Quarter</u>
	<u>2016-17</u>	<u>Actual 2016-17</u>				
July	\$ 1,594,377	\$ 1,536,214	\$ (58,163)	-3.65%		
August	\$ 1,579,020	\$ 1,435,666	\$ (143,354)	-9.08%		
September	\$ 1,778,352	\$ 1,982,777	\$ 204,425	11.50%	2,908	0.06%
October	\$ 1,415,226	\$ -		0.00%		
November	\$ 1,453,136	\$ -		0.00%		
December	\$ 1,427,724	\$ -		0.00%	-	0.00%
January	\$ 1,407,362	\$ -		0.00%		
February	\$ 1,145,578	\$ -		0.00%		
March	\$ 1,506,715	\$ -		0.00%	-	0.00%
April	\$ 1,408,217	\$ -		0.00%		
May	\$ 1,424,143	\$ -		0.00%		
June	\$ 1,890,151	\$ -		0.00%	-	0.00%
YTD	\$ 18,030,000	\$ 4,954,657	\$ 2,908	0.06%		