

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, April 19, 2016

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on **Tuesday**, April 19, 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

Certificate of Recognition – Carinna Botelho-Howard

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Establishing Standard Work Day and Reporting For Appointed Officials – Planning and Community Development Director
- Resolution No. 2 - Approving Lease Agreement Extension, 250-270 State Street, State Street Parking Lot
- Resolution No. 3 - Authorizing the City Manager to Enter Into a License Agreement with Niagara Mohawk Power Corporation for the Huntington Street Sidewalk/Trail and Tree Planting Project
- Resolution No. 4 - Approving Change Order No. 10 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Resolution No. 5 - Approving Change Order No. 4 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.
- Resolution No. 6 - Approving Change Order No. 7 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

Resolution No. 7 - Approving Change Order No. 5 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

Resolution No. 8 - Approving Supplemental No. 3 for Watertown Municipal Arena Renovation Project, Professional Services Agreement, Stantec Consulting Services, Inc.

ORDINANCES

Ordinance No. 1 - An Ordinance Amending the Ordinance Dated February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

LOCAL LAW

Local Law No. 1 of 2016 A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Public Hearings for 2016-17 Operating Budgets and 2016-17 through 2020-21 Capital Budget
2. Request for Waiver of Fees for 2016 Career Jam
3. Fiscal Year 2016-2017 Proposed Budget

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 2, 2016.

Res No. 1

April 12, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Establishing Standard Work Day and Reporting for Appointed Officials –
Michael A. Lumbis

Attached for Council consideration is a resolution indicating the new appointment of Planning and Community Development Director for the purposes of reporting the Standard Workday to the NYS Retirement System.

RESOLUTION

Page 1 of 1

Establishing Standard Work Day and Reporting For Appointed Officials

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

BE IT RESOLVED, that the City of Watertown (Location Code 20056) hereby establishes the following standard work day for this title and will report the official to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Appointed Officials

Title	Name	Standard Work Day (Hrs/day)	Current Term Begin & End Dates	Participates in Employer's Time Keeping System	Record of Activities Result
Planning and Community Development Director	Michael A. Lumbis	7	04/05/16 – 06/30/16 *	Yes	N/A

* Current Term Begin and End Dates defined only for the purpose of this resolution

I, Ann M. Saunders, Clerk of the governing board of the City of Watertown, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 19th day of April 2016 on file as part of the minutes of such meeting, and the same is a true copy thereof and whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Watertown on this 19th day of April 2016.

 (Signature of Clerk)

Date enacted _____

Seconded by

Res No. 2

April 13, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Lease Agreement Extension, 250-270 State Street,
State Street Parking Lot

On October 17, 2011, City Council approved a Lease Agreement with Wilson Rusho and Terry MacAdam for the property located at 250-270 State Street. This lease allows the City to provide public parking in a lot the City constructed on this property in 2001. Attached for City Council consideration is a five-year extension of this Lease Agreement.

Under the terms of this Agreement, the City of Watertown will lease the property for five years, the lease payments are listed in Schedule "B" of the Agreement. In addition to the lease payment, the City will pay the real property taxes on the parcel, currently \$1,415.06, designate ten (10) parking spaces for exclusive use by the Lessor's tenants in adjacent properties, and reserve an area for Lessor's use of a dumpster. Under the terms of this Agreement, the Lessor has the right to terminate the lease upon ninety (90) days' written notice.

RESOLUTION

Page 1 of 1

Approving Lease Agreement Extension,
250-270 State Street, State Street Parking Lot

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 entered into a Lease Agreement for the development of a public parking lot at 250-270 State Street, and

WHEREAS this parking lot is highly utilized by businesses and residents of lower State Street, and

WHEREAS the City continues to desire to lease 250-270 State Street for use as a public parking lot,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Lease Agreement Extension for 250-270 State Street, a copy of which is attached and made a part of this Resolution, and

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

Seconded by

LEASE AGREEMENT

This Lease Agreement is being made and is intended to be effective as of October 22, 2016 between and among Wilson Rusho, 14 West Church Street, Adams, New York 13605 and Terry MacAdam, 22992 Spring Valley Drive, Watertown, New York 13601, collectively known as (“Lessor”), and the City of Watertown, New York (“Tenant”), with its principal offices located at 245 Washington Street, Watertown, New York 13601.

INTRODUCTION

WHEREAS, Lessor owns real property located on lower State Street in the City of Watertown, New York, particularly known as 250-270 State Street, Tax Parcel No. 12-01-119 (“the Premises”); and

WHEREAS, Tenant desires to lease the Premises from Lessor and Lessor is willing to lease the same to Tenant upon the terms and conditions of this Lease; and

WHEREAS, Tenant desires to continue to provide a public parking lot in the City upon the Premises;

NOW THEREFORE, in consideration of the mutual covenants and agreements stated in this Lease Agreement, Lessor and Tenant agree as follows:

AGREEMENT

Section 1. Term of Lease

1.1 The term of this Lease shall be for the period from October 22, 2016 through October 21, 2021.

Section 2. Premises

2.1 Lessor leases to Tenant and Tenant leases from Lessor the Premises known as Tax Parcel No. 12-01-119 in the City of Watertown, being an automobile parking lot located on the south side of lower State Street, in the City of Watertown, New York, with an address of 250-270 State Street, Watertown, New York 13601. A metes and bounds description of the Premises is attached as Schedule “A.”

2.2 With the exception of the rights reserved to the Lessor under this Lease Agreement, Lessor grants Tenant exclusive rights to use the Premises as a public parking lot in its sole control and discretion and represents that no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges in the Premises.

Section 3. Rent

- 3.1 For the term of this Lease, Tenant shall pay Lessor the annual rental amount set forth in Schedule "B," payable in advance by the 15th of September of the previous year.
- 3.2 In addition to the sum set forth above, Tenant shall pay to Lessor, as additional rent, Lessor's real property taxes for the Premises. All additional rent shall be paid within ten (10) business days of Tenant's receipt of a copy of Lessor's tax bills from Lessor. Tenant shall pay those taxes directly to the taxing entity, and provide proof of payment to Lessor. Tenant shall not be responsible for payment of interest or penalties if Lessor does not provide Tenant with at least ten (10) business days to pay those taxes before such charges are statutorily imposed.
- 3.3 In further consideration for this Lease, Lessor shall have the right to designate up to ten (10) parking spaces on the premises for exclusive use by Lessor's tenants in adjacent properties. Tenant shall not, however, be obligated to enforce, in any way, Lessor's use or designation of those parking spaces.

Section 4. Lessor's Use of Premises

- 4.1 Lessor shall reserve an area for use of a dumpster on the Premises, and for such access as is necessary to empty and replace the dumpster. The location of the dumpster may be reasonably changed by Lessor to accommodate the change of seasons.

Section 5. Indemnification

- 5.1 Tenant hereby indemnifies and holds Lessor harmless from and against any and all liability for claims or injuries to persons or property caused or contributed to by Tenant, its agents and/or employees. This indemnification shall survive the termination or expiration of the term of this Lease.
- 5.2 Lessor hereby indemnifies and holds Tenant harmless from and against and from any and all liability for claims or injuries to persons or property caused or contributed to by Lessor, its agents and/or employees. This indemnification shall survive the termination or expiration of the term of this Lease.

Section 6. Repairs and Maintenance

- 6.1 For the term of this Lease, Tenant shall maintain the Premises, and repair the Premises, in all respects consistent with generally accepted practices for parking lots of similar size and character. Tenant shall keep in good repair the Premises, including, but not limited to, its normal paving, and striping. Tenant's obligations shall include any and all repairs

from the north side of the curb to the south side of the Premises, including sidewalk repair.

Section 7. Assignability

- 7.1 This Lease shall not be assigned by Tenant without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may, however, convey the Premises to another, subject to the terms and conditions of this Lease Agreement.

Section 8. Termination

- 8.1 Lessor shall have the right to terminate this Lease upon ninety (90) days' written notice in the event of a default by Tenant in the performance of any of the terms and conditions of this Lease, including any default in payment of rent or additional rent. Prior to termination for default, Tenant must be given an opportunity to "cure" any defaults within sixty (60) days of the notice received from Lessor. Such right to "cure" is in addition to any of the other remedies available to Tenant.
- 8.2 In the event of a sale of the Premises by Lessor, or the Successor Lessor, Lessor may terminate the Lease upon ninety (90) days' written notice, but only upon repayment by Lessor to Tenant of prorated annual lease payment.
- 8.3 If payment of the prorated annual lease payment is not made on or before the termination date, then the term of the Lease shall be extended until payment is received. The formula for determining the prorated portion shall, in each instance, utilize the actual termination date for calculating the number of days remaining in the Lease year.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date stated herein.

TENANT: The City of Watertown, New York

Sharon Addison

LESSOR:

Terry MacAdam

Wilson Rusho

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Watertown, County of Jefferson and State of New York and further described as follows:

BEGINNING at a chisel mark set in the southerly street margin of State Street, said point of beginning is situate S. $60^{\circ} 10'$ E. a distance of 32.00 feet from the intersection of the southerly street margin of State Street and the easterly street margin of Armstrong Place; thence S. $60^{\circ} 10'$ E. along the southerly street margin of State Street a distance of 141.62 feet to a chisel mark set; thence S. $27^{\circ} 25'$ W. a distance of 170.64 feet to an iron pipe set; thence N. $63^{\circ} 25'$ W. a distance 94.00 feet to an iron pipe set; thence S. $55^{\circ} 05'$ W. a distance of 30.56 feet to an iron pipe set; thence N. $53^{\circ} 25'$ W. a distance of 31.67 feet to an iron pipe set; thence N. $26^{\circ} 50'$ E. a distance of 200.00 feet to the point of beginning, containing 0.59 acres of land more or less.

BEING THE SAME PREMISES conveyed by Marine Midland Bank (formerly Marine Midland Bank-Northern) to Michael A. Chiappone by deed dated August 10, 1978 and recorded in the Jefferson County Clerk's Office August 10, 1978 in Liber 892 of Deeds at Page 896.

SCHEDULE "B"

Annual rent paid to Lessor by Tenant shall be as follows:

October 22, 2016 - October 21, 2017: \$3,000
October 22, 2017 - October 21, 2018: \$3,100
October 22, 2018 - October 21, 2019: \$3,200
October 22, 2019 - October 21, 2020: \$3,300
October 22, 2020 - October 21, 2021: \$3,400

Res No. 3

April 13, 2016

To: The Honorable Mayor and City Council

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

Subject: Authorizing the City Manager to Enter Into a License Agreement with Niagara Mohawk Power Corporation for the Huntington Street Sidewalk/Trail and Tree Planting Project

The City will use part of its 2015 Community Development Block Grant (CDBG) award to undertake public infrastructure improvements consisting of sidewalk construction in the Near East and East Target Areas. The City is proposing the construction of approximately 450 linear feet of new sidewalk and 1,350 linear feet of asphalt trail along Huntington Street, between Michigan Avenue N. and the Huntington Heights Apartment Complex. The intent of the project is to fill in notable gaps in the pedestrian infrastructure where none currently exist.

The City Engineering Department executed preliminary designs for a sidewalk along the South Side of Huntington Street and determined that there was not sufficient space within the street boundary to do so. Due to the narrow margin, the City would have had to acquire four easements. Of the four property owners, three were contacted and strongly opposed granting an easement. The survey performed on the south side of Huntington Street identified a considerable amount of exposed bedrock, which makes it difficult and expensive to construct concrete walks. Additionally, if the City were to be granted an easement by neighboring property owners, the City would be required to cut into 350 ft of commercially used asphalt parking area in order to construct the pedestrian trail/sidewalk that would then be susceptible to rapid degradation due to commercial use.

As an alternative, the City proposed the construction of a trail along the north side of Huntington Street, within the City right-of-way, that will connect both the Huntington Heights Apartment Complex and Waterworks Park to the City's sidewalk network. However, part of this project will be built on property owned by the Niagara Mohawk Power Corporation, a sub-entity of National Grid. Because permanent rights involve a regulatory and legal process under section 70 of the NYS PSC law that can take longer than a year, National Grid recommended the City pursue a license agreement that was able to be drafted in just a few months.

The attached resolution authorizes the City Manager, Sharon Addison, to enter into and execute the License Agreement on behalf of the City and further authorizes the City Manager to act on behalf of the City Council in all matters related to this License Agreement.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter Into a License Agreement with Niagara Mohawk Power Corporation for the Huntington Street Sidewalk/Trail and Tree Planting 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 Council of the City of Watertown, New York, is considering the construction of approximately 450 linear feet of new sidewalk and 1350 linear feet of asphalt trail along Huntington Street, between the intersection with Michigan Avenue N and the Huntington Heights Apartment Complex, as well as extending the sidewalks along the east side of Walker Avenue by 50 feet as part of the City’s 2015 Community Development Block Grant award, and

WHEREAS approximately 285 linear feet of asphalt trail for this project will be constructed on property owned by the Niagara Mohawk Power Corporation, a subsidiary of National Grid, and

WHEREAS National Grid has encouraged the City to enter into a License Agreement with the Niagara Mohawk Power Corporation in order to allow pedestrian access on property owned by National Grid,

NOW THEREFORE BE IT RESOLVED that the City Manager, Sharon Addison, is hereby directed and authorized to enter into and execute the Niagara Mohawk License Agreement for this project on behalf of the City Council of the City of Watertown, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the City Manager is authorized to act on behalf of the City Council in all further matters related to the Niagara Mohawk License Agreement for this project.

Seconded by

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made as of this _____ day of April, 2016, by and between **NIAGARA MOHAWK POWER CORPORATION** a New York corporation having a usual place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter the "Licensor") and the **CITY OF WATERTOWN**, a Municipal Corporation having a principal place of business at 245 Washington Street, Washington Street (hereinafter the "Licensee").

RECITALS:

WHEREAS, the Licensor is the owner of certain real property located in the City of Watertown being more described as tax map number 005.000-0007-701.001, and is more particularly shown on the following plan set labeled CDBG 2016 (hereinafter the "Licensor's Property"); and

WHEREAS, the Licensee desires to use a ten foot (10') wide portion of Licensor's Property for the purpose of construction and maintenance of a ten foot (10') wide pedestrian walkway located on Licensor's Property (hereinafter the portion of the Licensor's Property on which the Trail is located shall be referred to as the "Licensed Premises"), the approximate location of which is shown on the plans entitled CDBG (hereinafter the "Plans") attached hereto as Exhibit A and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

The Licensor hereby grants the Licensee a revocable nonexclusive license to install and maintain certain Improvements (as hereinafter defined) on the Licensed Premises in order to construct the Trail, and to use the Trail as a recreational use trail for pedestrians, bicycles and non-motorized recreational vehicles only (the "Permitted Uses"), subject to the terms and conditions set forth in this License. In all instances any use of the Trail that would prevent the application of the protections afforded by NY General Obligations Law §9-103; shall be prohibited hereunder.

2. TERM

Unless otherwise terminated as provided in this License and so long as Licensee is in compliance with the terms and conditions of this License, the Licensee shall have the right to use the Licensed Premises as set forth herein for a term of *five (5) year*] (the "Term"), which Term shall commence on the Effective Date (as defined in Paragraph 15) and expire on the date which is the *fifth (5th)* anniversary of the Effective Date. Thereafter, the Term shall automatically be extended for additional periods of one (1) year each unless either party (the "Terminating Party") sends prior written notice to the other party that the Terminating Party desires to terminate this License no earlier than ninety (90) days following the date of such notice.

3. LICENSEE'S USE AND OCCUPANCY OF THE LICENSED PREMISES

(a) The Licensee's use and occupancy of the Licensed Premises shall be restricted exclusively to the installation, repair, security, maintenance and replacement of the Improvements, and the use of the Trail for the Permitted Uses. No motorized vehicles are allowed on the Licensed Premises except, to the extent the Licensed Premises support the same, first responders, emergency vehicles and motorized ADA compliant wheelchairs of disabled persons. Equestrian use is also prohibited. In addition, no other improvements other than the Improvements may be installed within the Licensed

Premises without Licensor's prior written approval and in accordance with Paragraph 14 hereof. Licensee shall promptly remove any improvement not approved by Licensor at Licensee's sole cost and expense.

(b) With respect to such use and occupancy and/or the performance of any obligations set forth in this License, Licensee covenants, agrees and acknowledges that:

(i) Access over Licensor's Property by Licensee and its agents, employees, licensees, servants, contractors and invitees (the term "invitees", as used in this License, shall be deemed to include visitors and members of the general public) shall occur only within the Trail within the Licensed Premises. Access to the Licensed Premises shall be from abutting public rights of way only and shall not cross any other portion of the Licensor's Property or other private property without Licensee obtaining the consent of any applicable property owner.

(ii) The Licensor agrees that the Licensee may install certain improvements (the "Improvements") within the Licensed Premises in accordance with those Plans and Specifications approved by Licensor as described in Paragraph 14 below. The Improvements shall only be installed within the Licensed Premises in those locations and using those methods set forth in the approved Plans and Specifications. No changes shall be made to the Improvements without the prior written approval of Licensor as set forth in Paragraph 14 below. Within sixty (60) days following completion of installation of the Improvements, the Licensee agrees to deliver to Licensor an "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Licensed Premises and certifying that the Improvements have been located in strict compliance with the approved Plans and Specifications.

(iii) Licensee shall keep the Licensed Premises, the Trail and the Improvements in good condition and repair at all times at the Licensee's sole cost and expense. Licensee shall properly restore, repair and maintain, to the reasonable satisfaction of Licensor, the Licensed Premises or any physical condition of the surface or subsurface of the Licensed Premises (including but not limited to sinkholes) that impacts the use of the Licensed Premises, and shall at all times keep the Licensed Premises free of any debris, trash, rubbish or other obstructions, and water, ice and snow. In particular, no below or above ground structures, including, without limitation, streetlights, signs, sheds, fences, and septic systems shall be placed within the Licensed Premises, other than as shown on the approved Plans and Specifications.

(iv) Following initial installation of the Improvements, Licensee shall notify Licensor at least forty-eight (48) hours in advance of the commencement of any repair to the Trail or the Improvements; provided, however, that if Licensee is unable to notify Licensor in advance as a result of an emergency, Licensee may provide fewer than forty-eight (48) hours notice to Licensor for such access. In addition, Licensee shall obtain Licensor's prior written consent to any repairs that require excavation or grade changes or replacement of all or substantially all of an Improvement ("Major Repair"), which consent shall not be unreasonably withheld or delayed, and, at Licensor's option, Major Repairs may be under the supervision of Licensor, and any cost of such supervision shall be paid for by Licensee. In the event that Town requires temporary access to areas of Licensor's Property outside the Licensed Premises in order to maintain or repair the Trail or the Improvements, Town shall so notify Licensor at least forty-eight (48) hours in advance and obtain NMPC's consent, which consent shall not be unreasonably withheld.

(v) Except in connection with the initial installation of the Improvements in accordance with the approved Plans and Specifications, Licensee shall not excavate or change the grade of the Licensed Premises.

(vi) Licensor is under no obligation to restore, repair, maintain or secure any portion of the Licensor's Property (including the Licensed Premises), provide any watchmen or other security for the Licensed Premises for the safety of Licensee's agents, employees, licensees, servants, contractors and invitees upon, within, or about the Licensed Premises, furnish for the Licensee any services of any nature whatsoever, or make the Trail serviceable for passage or any other purpose in any respect, including, without limitation, the removal of debris, trash, rubbish or other obstructions, or water, ice or snow, all of which are the sole responsibility of Licensee.

(vii) It is understood and agreed that Licensor is not making and has not at any time made, and Licensor hereby disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Licensor's Property, including the Licensed Premises (or the condition, safety, title, or fitness thereof), including by not limited to any warranties or representations as to habitability, merchantability, fitness or suitability for a particular purpose, including the Permitted Uses, and Licensee hereby expressly waives any such warranties. Licensee further accepts the Licensed Premises in their "as is, where is, with all faults" condition and shall use the same at its sole risk. Licensee has not relied on will not rely on, and Licensor is not liable for or bound by any express or implied warranties, guaranties, covenants (including, not limited to, any express or implied covenant of quiet enjoyment), statement, representations, or information pertaining to the Licensed Premises and/or Licensor's Property or relating thereto made or furnished by Licensor or any employee representing or purporting to represent Licensor, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this License. Licensee also acknowledges that the consideration reflects and takes into account that the Licensed Premises are being used "as is."

(viii) Licensee represents and warrants to Licensor that Licensee has conducted, prior to the Effective Date, such investigations of the Licensed Premises including, but not limited to, the physical and environmental conditions thereof and suitability thereof for the Permitted Uses, as the Licensee deems necessary or desirable to satisfy itself as to the condition of the Licensed Premises, the suitability of the Licensed Premises for the Permitted Uses, and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Licensed Premises, and will rely upon the same and not upon any information provided by or on behalf of the Licensor or its agents or employees with respect thereto. Licensee represents and warrants to Licensor that upon the commencement date of this License, Licensee shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, the unsuitability of the Licensed Premises for the Licensee's intended use, or the current and future existence of Licensor's facilities on the Licensor's Property and the inherently dangerous nature thereof, may exist and Licensee shall be deemed to have waived, relinquished, and released Licensor and Licensor's affiliates, successors, assigns, officer, directors, shareholder, employees and agents, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney fees) of any and every kind or character, known or unknown, which Licensee might have asserted or alleged against Licensor or Licensor's affiliates, successors,

assigns, officer, directors, shareholder, employees and agents, at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws, unsuitability of the Licensed Premises for the Licensee's intended use, the existence of Licensor's facilities, both current and to be constructed in the future, and the inherently dangerous nature thereof, breach of any express or implied covenant of quiet enjoyment, and any and all other acts, omission, events, circumstances, or matters regarding the Licensor's Property.

(ix) Licensee's agents, employees, licensees, servants and contractors shall at all times (1) comply with the terms and conditions of this License including, without limitation, the conditions set forth in Exhibit B attached hereto and made a part hereof entitled "Conditions for Activities Within Electric Transmission Line Rights of Way;" (2) take all necessary precautions for the safety of Licensee's agents, employees, licensees, servants, contractors and invitees upon, within, or about the Licensed Premises including, without limitation, maintaining any enclosures (such as fences) and providing for such watchmen or other security as necessary in order to prevent accidents or injury to persons and property on, about or adjacent to the Licensed Premises; and (3) comply with all applicable provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto in order to prevent accidents or injury to persons and property on, about, or adjacent to the Licensed Premises, and OSHA requirements of any kind, including, but not limited to, OSHA Standard 29 CFR 1926.550 Subpart N for working clearances from energized lines, which shall be applicable for all vehicles or equipment used by Licensee on Licensor's Property. Licensee shall ensure that the Licensed Premises are used by Licensee's agents, employees, licensees, servants, contractors and invitees only for the purposes expressly authorized in this License.

(x) Licensee shall comply with all provisions of federal, state, and municipal laws, statutes, codes, rules, regulations and ordinances and any successor laws, statutes, codes, rules, regulations and ordinances thereto affecting the Licensed Premises and its occupancy and the use thereof pursuant to the terms of this License (the "Applicable Laws"). If any provision of this License is less restrictive than the Applicable Laws, then Licensee shall comply with the more restrictive Applicable Laws.

(xi) Subject to Paragraph 4 of this License, Licensor shall have the right to use the Licensed Premises, including use of the Trail, at such times and in a manner not inconsistent with this License. Licensee shall not damage bridges, culverts, roads or trails used by the Licensor to gain access to or along the Licensor's Property (including the Licensed Premises) or interfere with, block, or impede the Licensor's access to or along the Licensed Premises or to or along the Licensor's Property, including without limitation, Licensor's transmission/distribution/gas lines, equipment, structures and facilities. Licensee shall ensure that the Trail's design allows or Licensor's unlimited access to Licensor's Property and any and all of its facilities located thereon or thereunder, including, without limitation, access to any manholes and any underground facilities.

(xii) Licensee shall not place, store, or stockpile, either temporarily or permanently, or otherwise accumulate any items, objects or articles within the Licensed Premises, including, without limitation, earth, construction materials or debris, excavated soils, trailers, storage containers, equipment or vehicles upon the Licensed Premises without Licensor's prior written approval, which approval shall not be unreasonably withheld or delayed.

(xiii) Licensee covenants and agrees to pay Licensor on demand any and all costs and expenses incurred by Licensor which are directly or indirectly related to Licensee's exercise of its rights or the performance of its obligations under this License, including but not limited to, any and all costs for repairs of, or modifications to, any structures, clearances, or any guys, anchors, grounds, counterpoises, culverts or any other utility facility or equipment on the Licensor's Property.

(xiv) Prior to construction of the Improvements, or any other improvements that have been approved in advance by Licensor, Licensee shall have obtained any and all final federal, state, local and other licenses, permits, approvals and authorizations (including without limitation, from applicable conservation and/or wetland commissions and any third parties) that are necessary or required for the construction and use of the Trail and the Improvements, with all appeal periods for such Approvals having expired with no appeals having been taken (collectively, the "Approvals" and individually an "Approval"), which Approvals shall be in form and substance acceptable to Licensor (including without limitation all conditions made a part of any Approval). In the event that Licensor fails to secure all of said Approvals, then both parties acknowledge and agree that this License shall be null and void and without recourse to the parties hereto, except for any provisions of this License which by their terms shall survive termination.

4. LICENSOR'S RESERVATION OF RIGHTS

(a) The parties hereto agree and acknowledge that Licensor and its affiliates serve a public purpose to which the Licensee's use of the Licensed Premises as set forth herein is subject and subordinate. Accordingly, the Licensee agrees that this License and the exercise of its rights or performance of its obligations under this License by the Licensee shall not interfere with Licensor's or any of its affiliates' present and/or future business operations, including, but not limited to, the construction, reconstruction, repair, maintenance, renewal, replacement, expansion, use and operation of the Licensor's present or future facilities, including but not limited to transmission lines, structures and facilities, located or to be located over, across, under or adjacent to the Licensed Premises. Furthermore, Licensor expressly reserves the right to enter upon the Licensed Premises, including without limitation, the Trail, at any time for any purpose whatsoever, including without limitation all of the above purposes, and to restrict or prohibit access to and along the Licensed Premises, when required by Licensor's business activities as determined by Licensor in its sole reasonable discretion. Licensor shall endeavor to give Licensee at least forty eight hours prior verbal notice of any such restriction or prohibition on access to the Licensed Premises, except that (a) in the event of an emergency, prior notice shall not be required but shall be given to Licensee as soon as practicable and (b) no notice shall be required for routine maintenance (including without limitation, tree trimming) or in the event that access is restricted or prohibited for less than 48 hours. Licensee agrees that neither the Licensor nor its affiliates, employees or agents of any of them shall be liable to the Licensee, its agents, employees, licensees, servants, contractors and invitees with respect to any claim or cause of action or right to payment for any personal injury or property damage resulting from or in any way connected with the rights herein reserved.

(b) If relocation of the Trail, including any Improvements, is deemed necessary by Licensor in connection with the present and/or future business activities of Licensor or any of its affiliates at the Licensor's Property, Licensor shall have the right to require Licensor to relocate the Trail, including any Improvements, and/or use a different access area on the Licensor's Property, at Licensee's sole cost and expense.

5. INDEMNIFICATION

Licensee, or any person or entity acting on behalf of Licensee, agrees to pay and to release, protect, defend with counsel satisfactory to Licensors, indemnify and save harmless Licensors and its affiliates, and employees or agents of any of them, from and against, any and all liabilities, loss, damages, costs, expenses (including any and all attorneys' fees, costs and expenses of Licensors), causes of action, suits, claims, obligations, demands or judgments of any nature whatsoever caused by, arising from, or in any way related to Licensee's exercise of its rights or performance of its obligations under this License, and (i) any work, act or omission to act done in, on or about the Licensed Premises or any part thereof, by or on behalf of the Licensee or any person claiming under the Licensee, or the, employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person; (ii) injury to, or the death of, persons or damage to property (including real property, personal property and environmental or natural resource damages) within the Licensed Premises or upon Licensors' Property or economic damages directly or indirectly caused by or in any way arising out of or in any way connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Licensed Premises by the Licensee or any person claiming under the Licensee, or the employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person, or resulting from the condition of the Licensed Premises; including without limitation any annoyance caused by discharge currents; or (iii) with Licensee's rights reserved in this License; or (iv) violation of any agreement or condition of this License or of any Applicable Laws or other requirements affecting the Licensed Premises or the ownership, occupancy or use thereof, by Licensee or any person claiming under the Licensee (including the failure to obtain the necessary Approvals as required herein), or the employees, agents, licensees, servants, contractors and invitees of the Licensee or any such person hereunder. The foregoing indemnification shall not include injury or damage to the extent directly caused by the gross negligence or willful misconduct of the Licensors as set forth in a final judgment rendered by a court of competent jurisdiction. Licensee shall take prompt action to defend (with counsel satisfactory to Licensors) and indemnify Licensors against claims, actual or threatened, but in no event later than notice by Licensors to the Licensee of the service of a notice, summons, complaint, petition or other service of process against Licensors, alleging damage, injury, liability, or expenses attributed in any way to this License or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Licensee, its agents, employees, contractors, servants or suppliers. The Licensee shall defend any such claim or threatened claim, including, as applicable, engagement of legal counsel (satisfactory to Licensors), to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, the Licensee understands and agrees it is responsible for any and all costs and expenses incurred by Licensors to enforce this indemnification provision. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

6. INSURANCE

Licensee shall comply with the Insurance Requirements set forth in the attached Exhibit C, incorporated herein by reference and made a part hereof. Licensee agrees that Licensors shall have no obligation to insure the Improvements.

7. HAZARDOUS MATERIALS; OIL

The Licensee covenants and agrees with the Licensors that neither the Licensee nor any person claiming under the Licensee, nor the employees, agents, contractors, licensees, servants, or invitees of the Licensee or any such person shall bring onto, store, generate, or permit to be stored or generated on the Licensors' Property, including but not limited to the Licensed Premises, any oil, hazardous material, hazardous waste or hazardous substance as those terms are defined by any applicable federal,

state or municipal law, regulation, code, or ordinances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq. In the event, during installation, operation or maintenance of the Improvements, any such oil, hazardous material, hazardous waste or hazardous substance (collectively, “hazardous materials”) are discovered to be present at the Licensed Premises or at the Licensor’s Property, Licensee shall immediately inform the Licensor of such discovery and, at Licensor’s option, Licensee shall perform or cause to be performed, at Licensee’s sole cost and expense and to the reasonable satisfaction of Licensor, remediation or removal of said hazardous materials in accordance with (i) any and all Applicable Laws and (ii) a remedial action work plan reviewed and approved in advance by Licensor. The Licensee shall indemnify and hold the Licensor harmless from and against any claim, liability, loss, damage or expense (including attorneys’ fees, costs, expenses, assessments, remedial or response actions) arising from a violation of any law or from a breach of the conditions of this paragraph by any person utilizing the Licensed Premises including the Licensee and its employees, agents, tenants, contractors, licensees, invitees, or visitors. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

8. DEFAULT

If the Licensee shall fail to observe or perform any of its agreements or obligations under this License, Licensor shall provide written notice thereof to the Licensee, and, in its sole discretion, may suspend use of and deny all public access to the Trail until such time as said default is cured. If any such default shall not be cured within thirty (30) days of Licensor’s delivery of written notice of default, which written notice shall be delivered to the Licensee’s usual place of business set forth in the recitals of this License, or such longer time as is necessary to cure such default, provided Licensee is diligently and continuously pursuing such cure, but under no circumstances shall such cure period exceed sixty (60) days from Licensor’s delivery of written notice of a default, Licensor may, at its sole option, terminate this License. If Licensor elects to terminate this License, Licensor shall give written notice thereof to Licensee and thereafter, this License shall terminate and be of no further force and effect as of the date of said notice, except as to such of Licensee’s liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive said termination.

9. TERMINATION

(a) The parties hereto agree and acknowledge that Licensor and its affiliates serve a public purpose to which the Licensee’s use of the Licensed Premises as set forth herein is subject and subordinate. Accordingly, notwithstanding anything herein contained to the contrary, in the event that Licensor determines, in its sole discretion, that it desires to use all or a portion of the Licensed Premises in connection with the present and or future business activities of Licensor or its affiliates, such that continued use of all or a portion of the Licensed Premises by Licensee as provided in this License is deemed by Licensor in its sole discretion to be incompatible with Licensor’s or its affiliates business activities, Licensor reserves the right to terminate this License with respect to all or a portion of the Licensed Premises at any time by giving to Licensee a written notice of termination at least three (3) months prior to the effective date of said termination. Upon the effective date of termination, this License shall be of no further force and effect except as to such of Licensee’s liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive the termination of this License.

(b) Notwithstanding anything herein contained to the contrary, in the event that Licensor determines, in its sole discretion, that the condition of the Licensed Premises constitutes a safety

any of its rights hereunder. No waiver by the Licensor at any time, express or implied, of any breach of any provision of this License shall ever be deemed a waiver of a breach of any other provision of this License, or a consent to any subsequent breach of the same or any other provision. If any action by the Licensee shall require the Licensor's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

(b) If any provision of this License, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this License shall be deemed valid and enforceable to the fullest extent permitted by law.

(c) The paragraph and section headings contained in this License are for reference and convenience only and in no way define or limit the scope and contents of this License or in any way affect its provisions.

(d) This License constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof, and is subject to no understandings, conditions, or representations other than those expressly stated herein.

(e) This License may only be amended or modified by a writing signed by the Licensor and the Licensee and which refers to this License.

(f) This License shall be governed by and construed in accordance with the laws of the [State of New York/]. The Licensee agrees and consents that venue and jurisdiction shall be proper in the state court of any county of the [State of New York].

(g) Neither party to this License shall be responsible to the other for delays or errors in its performance or other breach of this License occurring solely by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, fire, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, delays of suppliers, or failure of transportation or communication.

(h) The parties agree that neither this License nor any memorandum or notice thereof shall be recorded at any registry of deeds and that such recording by the Licensee shall render this License immediately null and void, except for those provisions of this License and obligations of Licensee that survive the termination of this License.

(i) If the Licensee executes this License through an agent or representative, each such agent or representative hereby warrants and represents to the Licensor that he is authorized to execute, acknowledge, and deliver this License on behalf of the Licensee and to thereby bind the Licensee to the same.

(j) This License shall not be construed as creating or vesting in the Licensee any easement or estate in the Licensed Premises, but only the limited rights of possession and use under the License hereinabove described. The rights of the Licensee under this License are subject to any and all existing rights held by others within the Licensed Premises.

(k) This License: (i) may be executed in counterparts, each of which when executed by all parties to this License shall be deemed to be an original; (ii) shall take effect as a sealed instrument; (iii) shall bind and inure to the parties and their respective legal representatives, successors and assigns, except that the Licensee may not delegate any of its obligations under this License or assign this License; and (iv) is not intended to inure to any third-party beneficiary.

(l) Licenser and Licensee acknowledge that each of them and their counsel have had an opportunity to review this License and that this License shall not be construed against Licenser merely because Licenser has prepared it.

13. EMINENT DOMAIN

If the Licensed Premises or the Licenser's Property, in whole or in part, is appropriated or acquired by any governmental agency or other party having the power of eminent domain, the Licenser may terminate this License. Any damages recoverable in respect to such appropriation or acquisition shall be the sole property of the Licenser, and the Licensee hereby releases unto the Licenser any interest it may have in the same.

14. PLANS AND SPECIFICATIONS

Prior to installation of any improvements on the Licenser's Property, the Licensee shall deliver a complete set of plans and specifications ("Plans and Specifications") for such improvements to the Licenser for Licenser's review and approval, which approval shall not be unreasonably withheld or delayed. Any modifications to the Plans and Specifications after Licenser's original approval shall also require the Licenser's written approval, which approval shall not be unreasonably withheld or delayed. With respect to the initial improvements to construct the Trail, Licensee shall deliver such Plans and Specifications fully depicting the Trail and any other improvements to be built within the Licensed Premises as soon as reasonably practicable following the date of this License. The Effective Date of this License shall not commence until the Plans and Specification for the initial improvements are approved, as set forth in Paragraph 15 below.

15. EFFECTIVE DATE

Notwithstanding any provision in this License to the contrary, this License is expressly conditioned upon, and shall not become effective unless and until, the completion of the following to the Licenser's satisfaction and the date on which such conditions are satisfied shall be the "Effective Date" of this License:

(a) The Licensee has supplied the Licenser with Plans and Specifications fully depicting the Improvements to be installed on the Licensed Premises to construct the Trail, and the Licenser has approved in writing the locations of and installation method therefor, which Plans and Specifications will be attached to the Effective Date Agreement described in (e) below;

(b) Licensee has obtained all of the Approvals in accordance with the terms of this License;

(c) Licensee has obtained the insurance required by Paragraph 6 of this License and has delivered certificates of insurance to Licenser evidencing such insurance;

(d) Licensee has provided to Licenser written confirmation, which may be in the form of a written representation by the Town, that there are no issues with any abutters regarding use of the Licenser's Property for a walking trail. [NOTE: This provision may need to be revised to provide for

evidence of Town Meeting/governing authorization for the trail if the Town is the licensee. Such a vote may also require annual funding and the failure to provide the necessary funding to perform the obligations would be an event of default.]

(e) Licensee and Licensor have executed the agreement defined the Effective Date, amongst others, in the form attached hereto as Exhibit D (the "Effective Date Agreement").

If any of the conditions contained in this Paragraph are not completed to the Licensor's satisfaction on or before one (1) year from the date hereof, the Licensor may, at its option, terminate this License by written notice to the Licensee, in which event this License shall be null and void and without recourse to the parties hereto, except for any provisions of this License which by their terms shall survive said termination.

[End of Document - Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their respective duly authorized officers under seal effective upon the date first above written.

LICENSOR: **NIAGARA MOHAWK POWER CORPORATION**

By: _____

Name: _____

Title: _____

LICENSEE: **CITY OF WATERTOWN**

By: _____

Name: _____

Title: _____

EXHIBIT LIST

EXHIBIT A- PLANS

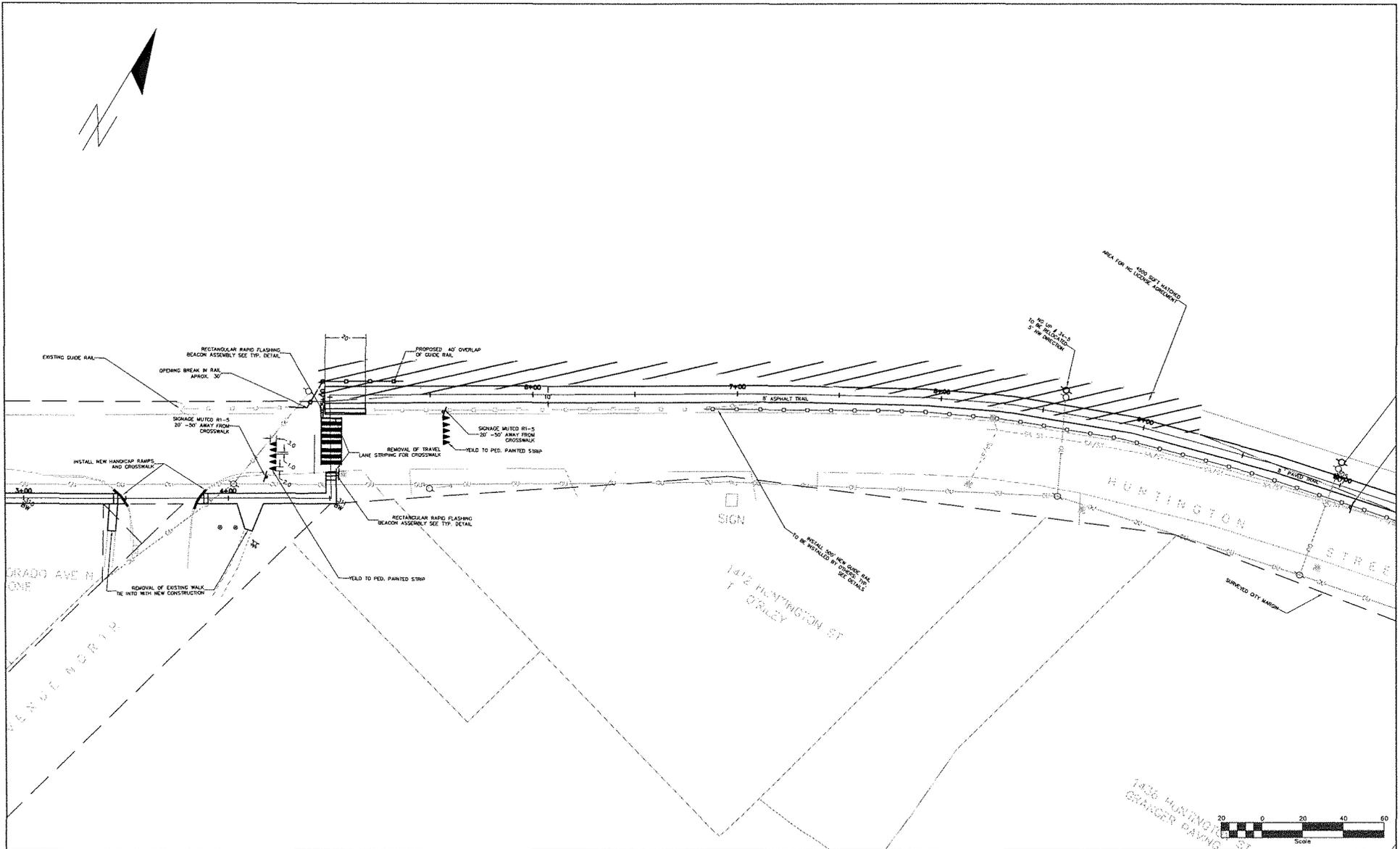
EXHIBIT B- CONDITIONS FOR ACTIVITIES WITHIN RIGHTS OF WAY

EXHIBIT C- INSURANCE REQUIREMENTS

EXHIBIT D- EFFECTIVE DATE MEMORANDUM

EXHIBIT A

PLANS



DESIGNED BY: SA	DATE: 11/11/10
CHECKED BY: SA	DATE: 11/11/10
APPROVED BY: SA	DATE: 11/11/10
PROJECT NAME: HUNTINGTON ST	
PROJECT NUMBER: PL-1	
DATE: 11/11/10	

WARNING: It is a violation of Section 2209, Subdivision 2, of the New York State Education Law for any person other than a Licensed Professional Engineer to alter, use, reproduce, or disseminate these drawings.

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
 MUNICIPAL BUILDING, ROOM 305
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 PHONE: 315-785-7740
 FAX: 315-785-7829

PLAN VIEW DPW REVIEW
 STA. 0+00 - 6+50

HUNTINGTON ST
 CDBG PROJECT

SHEET NO.
PL-1
 SHEET 1 OF 3

EXHIBIT B

CONDITIONS FOR PROPOSED ACTIVITIES WITHIN ELECTRIC TRANSMISSION LINE RIGHTS-OF-WAY

1. Compliance/Safety

A. All activities conducted by the Licensee shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines must be met:

- *National Electrical Safety Code*
- In New York, Part 57 of the New York State Industrial Codes Rules (also known as the “High-Voltage Proximity Act”)
http://www.labor.state.ny.us/business_ny/employer_responsibilities/safety/s57.htm
- OSHA regulations governing working clearances from energized lines. OSHA Standard 29 CFR 1926.550 Subpart N is specific to cranes, derricks, hoists, elevators, and conveyors. However, all vehicles, equipment, and loads shall maintain the minimum clearances from energized wires that are specified in this Standard unless a more restrictive standard applies.
- [Licensee must contact Dig Safe (888-344-7233 or 811) prior to any excavation work on the Premises, and take any and all reasonable measures to protect and secure worksite from entry by the general public.] [Licensee must contact New York State’s one-call system, “Dig Safely New York” (800-962-7962) prior to any excavation work on the Premises. In addition, Licensee agrees to comply with Public Service Law Section 119-b and General Business Law Article 36, which implement the Public Service Commission regulation 16 NYCRR Part 753 (formerly Industrial Code Rule 53) regarding protection of underground facilities (including any and all updates thereof), and take any and all reasonable measures to protect and secure worksite from entry by the general public.]

B. The Licensee shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and IEEE Standard 80.

2. Protection of Transmission Line Facilities

The Licensee shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following:

A. The Licensee shall operate any and all equipment at least 10 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.

B. When making a rough cut during excavation, the Licensee shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest

transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.

- C. The Licensee shall not store or use explosives within the right-of-way.
- D. No construction materials or debris, excavated soils, explosives, junk vehicles or other trash of any kind shall be stockpiled or disposed of on the Premises, and no oil or hazardous wastes or substances shall be stored or disposed of on the Premises.
- E. The Licensee shall not unload or load vehicles or equipment within the right-of-way.
- F. The Licensee shall place no above or below ground structures within the right-of-way, including, but not limited to, streetlights, signs, sheds, fences, septic systems, and swimming pools.
- G. The Property shall not be used as a staging or marshalling yard for contractors, employees, equipment or materials.
- H. No parking or storage of vehicles of any kind is allowed on the Premises including, but not limited to, automobiles, trucks, all-terrain vehicles (ATV's), four-wheel vehicles and boats.

3. Access to Right-of-way

- A. The Licensee shall not at any time block or impede access to or along the right-of-way.
- B. The Licensee shall not damage roads or trails used to gain access to or along the right-of-way.

4. Preservation of Rights and Future Use

- A. Licensor reserves the right to determine any area(s) where improvements will not be permitted due to its need for these area(s) for its future facilities. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.

5. Protection of Interests

- A. Mild shocks due to electrostatic currents may be felt when touching conductive structures or objects within the right-of-way. Although these shocks may be annoying, Licensor is unable to eliminate them.

6. Additional Conditions

- A. Licensee shall install suitable two-inch (2") plastic markers, extending a minimum of three (3') feet above ground, at the point of entrance and exit of any pipelines, cables or other underground facilities installed by Licensee on the Premises.

- B. Licensee shall notify Licensor of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Licensee's facilities. Licensor will resurvey the Premises and replace any such survey monument. Resurvey expense shall be reimbursed by Licensee to Licensor.
- C. In the event Licensor determines that injury or damage to, or interference with, its facilities may occur as a result of loss of metal from Licensor's, Licensee's or a third party's facilities due to corrosion or electrolysis caused or hastened by the installation of Licensee's facilities or by Licensee's activities, Licensor may require the following protective measures to be taken by Licensee. Licensee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Licensor. Licensee shall keep accurate records of each such cathodic protection device, furnish Licensor with a copy of such records, and shall from time to time take such other and further protective measures as Licensor may require.
- D. Licensee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters upon the Premises resulting from the installation, construction, maintenance and operation of Licensee's equipment and facilities.
- E. Licensee shall provide not less than thirty (30") inches of cover over any underground facilities installed by Licensee pursuant hereto; such cover shall be compacted so as to be capable of withstanding AASHTO H20 highway load rating.
- F. Licensee is hereby notified that other underground physical occupations of the subject Premises may exist that do not appear upon the attached drawing and/or maps and property records maintained by Licensor. Accordingly, Licensee is cautioned to excavate carefully and comply with all applicable state and local laws and regulations with respect thereto.

7. Definitions

- A. For the purposes of this Exhibit B only, the term "Licensee" shall include Licensee, its Invitees, and all other persons entering upon the Premises in connection with this License and/or the Permitted Uses.

EXHIBIT C

INSURANCE REQUIREMENTS

1. From the commencement of the Agreement through final expiration or longer where specified below, Licensee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates (the “Insured Entities”)), covering all activities to be performed under or in connection with and all uses permitted under this License, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

(a) **Workers’ Compensation and Employers Liability Insurance** as required by the State in which the work activities under this License will be performed. If applicable, coverage shall include the U.S. Longshoreman’s and Harbor Workers Compensation Act, and the Jones Act. The employer’s liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

(b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Licensee under or in connection with this License, with minimum limits of:

Bodily Injury (BI)	- \$1,000,000 per occurrence
Property Damage (PD)	- \$ 500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence
OR	
BI & PD per Occurrence	- \$1,000,000
General Aggregate & Product Aggregate	- \$2,000,000 each

- Coverage shall include: contractual liability (with this License, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
- If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this License and coverage shall be maintained continuously for the duration of this License and for at least two years thereafter.
- Additional Insured as required in Article 3 below,
- The policy shall contain a separation of insureds condition.

(c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Licensee under or in connection with this License with minimum limits of:

Bodily Injury	- \$500,000 per occurrence; 1,000,000 aggregate
Property Damage	- \$500,000 per occurrence
OR	
Combined Single Limit	- \$1,000,000 per occurrence

- Additional Insured as required in Article 3 below.
- (d) **Umbrella Liability or Excess Liability** coverage, with a **minimum** per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer’s liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Watercraft Liability**, if used in connection with this License, with the same **minimum** limits of liability as outlined in requirement 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insured as outlined in article 3.
- (f) **Aircraft Liability**, if used in connection with this License, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as Additional Insureds as required in Article 3 below. Such coverage shall not include a per-passenger or per seat coverage limit.
- (g) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this License, including all operations to be performed by or on behalf of Licensee, or that arise out of the Licensee’s use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of:

Bodily Injury (BI)	-	\$1,000,000 per occurrence
Property Damage (PD)	-	\$ 500,000 per occurrence
	OR	
Combined Single Limit	-	\$1,000,000 per occurrence

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as Additional Insureds as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Licensee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (h) **Risk of Loss**: Licensee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Licensee’s property policy.

In the event that any equipment or materials (Goods) are supplied by the Insured Entities, an Insured Entities representative will provide the insurable value of the Goods to Licensee in writing, both cumulatively and on a maximum per item basis. Licensee will provide replacement cost insurance for these Goods under a blanket builder’s risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Licensee. Such insurance shall cover all Goods outlined in the License or as noted on subsequent contract amendments. The coverage limit shall apply on

either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

- (i) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in items 1 b, c & d above.

If the term of this agreement is longer than five (5) years, in the fifth year, and every five (5) years thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the License was executed to the month immediately preceding the first month of the year in which the increase is required.

- 2. **Self-Insurance:** Proof of self-insurance if approved in advance in writing by an Insured Entities representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein.

For Workers' Compensation, such proof of self-insured qualification shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

For municipalities or other government agencies, proof of self-insurance for General Liability or Automobile Liability shall consist of a letter on their letterhead, describing their self-insurance program and signed by an authorized representative will be acceptable.

In order for self insurance to be accepted, Licensee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Licensee has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Licensee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3; or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

- 3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as Additional Insureds for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Licensee, including ongoing and completed operations, under this License. The following language should be used when referencing the additional insured status: **National Grid USA, its subsidiaries and affiliates shall be named as Additional Insured.**

The Loss Payee language, as required in article 1.h above, shall read as follows: **National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.**

To the extent Licensee's insurance coverage does not provide the full Additional Insured coverage as required herein, Licensee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Licensee's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Licensee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Licensee. To the extent Licensee's insurance carriers will not waive their right of subrogation against the Insured Entities, Licensee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, sub-contractors, or agents.
5. **Contractors:** In the event Licensee uses Contractors in connection with this License, it is expressly agreed that Licensee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this License, and thereafter as required. Licensee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Licensee of its obligations under this agreement.

Unless agreed to in writing the by the Risk Management Department of National Grid USA Service Company, any deductible or self insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Licensee and National Grid USA, (including their subsidiaries, affiliates, officers and employees), as Additional Insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Licensee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Licensee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certification:** Upon execution of this License, Licensee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverage's required herein at the following address:

National Grid
Attn: Risk Management Bldg. B-3
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of Licensee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, whose approval shall not be unreasonably withheld, delayed or conditioned.

Licensee shall provide National Grid with at least 30 days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Licensee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice Licensee for said coverage.

8. **Incident Reports:** Licensee shall furnish the Risk Management Department of National Grid USA Service Company with copies of any non-privileged accident or incident report(s) (collectively, the “Documents”) sent to Licensee’s insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License, excluding any accidents or incidents occurring on Licensee property. If any of the National Grid Companies are named in a lawsuit involving the operations and activities of Licensee associated with this License, Licensee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. However, in the event such Documents are deemed privileged and confidential (Attorney Client Privilege), Licensee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
9. **Other Coverage:** These requirements are in addition to any which may be required elsewhere in this License. In addition, Licensee shall comply with any governmental site specific insurance requirements even if not stated herein.
10. **Coverage Representation:** Licensee represents that it has the required policy limits available, and shall notify National Grid USA Service Company’s Risk Management Department in writing when the minimum coverage’s required in this article herein have been reduced as a result of claims payments, expenses, or both. However, this obligation does not apply to any claims that would be handled solely within Licensee’s deductible or self-insured retention.
11. **Responsibility:** The complete or partial failure of the Licensee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the License, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Licensee to the Insured Entities.
12. **Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Licensee’s responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Licensee under or in connection with this License, or limiting, diminishing, or waiving Licensee’s obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this License.

EXHIBIT D

EFFECTIVE DATE AGREEMENT

THIS EFFECTIVE DATE AGREEMENT (this "Agreement") is made this ___ day of April, 20___, by and between **NIAGARA MOHAWK POWER CORPORATION** a New York corporation having a usual place of business at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter the "Licensor") and the **CITY OF WATERTOWN**, a Municipal Corporation having a principal place of business at 245 Washington Street, Washington Street (hereinafter the "Licensee").

RECITALS:

WHEREAS, Licensor and Licensee have entered into that certain License Agreement dated _____ (the "License"), which License is hereby incorporated by reference herein and made a part hereof, pursuant to which Licensor granted to Licensee the nonexclusive terminable right to use a portion of Licensor's Property for the purpose of maintaining a 10 foot recreational trail;

WHEREAS, the parties agreed to enter into this Effective Date Agreement in order to establish the Effective Date of the License and certain other items;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Each reference in the License to any of the following terms shall be construed to incorporate the following data:
 - (a) The Effective Date is _____, 20___.
 - (b) The expiration date is _____, 20___.
 - (c) The Plans and Specifications shall consist of the following, and are attached hereto as Exhibit A:
2. Except as modified and amended hereby, the License shall remain in full force and effect and is in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers under seal effective upon the date first above written.

LICENSOR: NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: _____
Title: _____

LICENSEE: CITY OF WATERTOWN

By: _____
Name: _____
Title: _____

Res Nos. 4, 5, 6, 7

April 12, 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 \$9,492,500.34.

As detailed in City Engineer Justin L. Wood's attached report, four Change Orders have been submitted for a total increase of \$93,287.54.

Attached for Council consideration are the four 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.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: April 10 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 \$93,287.54 bringing the total contract amount to \$9,492,500.34.**

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
CO 1-001	-	\$ 31,260.00 (credit)
CO 1-002	+	\$ 20,543.00
CO 1-003	+	\$ 20,790.42
CO 1-004	+	\$ 21,236.92
CO 1-005	+	\$ 34,346.03
CO 1-006	+	\$ 48,816.05
CO 1-007	+	\$ 28,038.05
CO 1-008		Time Ext. Only
CO 1-009	+	\$ 49,698.90
Current Contract	=	\$6,460,209.37
CO 1-010	+	\$ 58,728.02
New Contract	=	\$6,518,937.39

Contract 2 – Mechanical Contract (MC)

Lawman Heating and Cooling, Inc.

Base Bid		\$1,229,000.00
CO 2-001	-	\$ 7,840.00 (credit)
CO 2-002		Time Ext. Only
CO 2-003	+	\$ 1,831.39
Current Contract	=	\$1,222,991.39
CO 2-004	+	\$ 13,012.16
New Contract	=	\$1,236,003.55

Contract 3 – Plumbing Contract (PC)

Lawman Heating and Cooling, Inc.

Base Bid		\$ 668,000.00
CO 3-001	+	\$ 64,810.75
CO 3-002	+	\$ 9,388.48
CO 3-003	+	\$ 6,723.15
CO 3-004	+	\$ 4,219.88
CO 3-005		Time Ext. Only
CO 3-006	+	\$ 3,553.13
Current Contract	=	\$ 756,695.39
CO 3-007	+	\$ 13,404.27
New Contract	=	\$ 770,099.66

Contract 4 – Electrical Contract (EC)

Lawman Heating and Cooling, Inc.

Base Bid		\$ 976,000.00
CO 4-001	-	\$ 1,100.74 (credit)
CO 4-002	+	\$ 2,970.58
CO 4-003		Time Ext. Only
CO 4-004	-	\$ 18,553.19 (credit)
Current Contract	=	\$ 959,316.65
CO 4-005	+	\$ 8,143.09
New Contract	=	\$ 967,459.74

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

The Original Base Bid award total:	\$9,141,000.00
The Current Contract amount total:	\$9,399,212.80
The New Contract amount total:	\$9,492,500.34

Renovation Projects of this scale and magnitude typically average a 5-10% cost increase in change orders, or \$450,000 - \$900,000 respectively.

The revised contract amount equates to a total increase of 3.85% or \$351,500.34 over the original base bid award.



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CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

A summary of the changes affecting each contract are as follows:

General Contract #1 – Bette Cring

CO 1-010 Net Increase \$58,728.02

- PCO 74 – Time and Materials cost for enclosing beams and installing soffits.
Increase \$4,390.14
- PCO 79 – Repair an existing steel column which was discovered to have severe corrosion and required reinforcement.
Increase \$ 2,976.74
- PCO 88 – Take a credit and delete the installation of the “Watertown Municipal Arena” sign above the main entrance to the building.
Decrease (\$6,000.00)
- PCO 89 – Take a credit and delete installation of toilet paper dispensers. Staff was able to acquire them through a distributor and install themselves.
Decrease (\$ 195.04)
- PCO 87 – Assist mechanical contractor with access to the elevator to install a fire damper which is covered in a change order under the MC contractor.
Increase \$ 1,197.00
- PCO 86 – Work associated with reinstallation of Handicap Bleacher Platforms.
Increase \$ 415.38
- PCO 84 – Application of a moisture mitigation system in the Pool Area, and far north end of the corridor to the team locker rooms. The rubber flooring system installed throughout the arena requires the moisture of the concrete to be at or below 85% in order for the glue to bond properly.
Increase \$20,144.70
- PCO 90 – This covers work necessary to locate a previously unknown storm drain, thaw the ground, remove sidewalk, excavate down to the pipe and connect it into the storm sewer, as well as restoration of sidewalk. After floor drains backed up in the arena, an investigation led to discovery of the issue, and the 6 inch pipe, which was not shown in the plans, was located just outside a foundation wall and reconnected.
Increase \$26,374.84
- PCO 91 – Repair vent stack pipes on the roof damaged by sliding snow.
Increase \$ 2,260.88
- PCO 92 – Install metal trim at back wall of snow pit.
Increase \$ 225.65
- PCO 93 – Install and relocate door lock cores.
Increase \$ 801.00
- PCO 94 – Remove and replace a CMU (masonry) wall in order to access a frozen pipe leak in the Pool Area. Additional costs for the plumbing required to replace damaged pipe is included in the Plumbing Contract.
Increase \$ 2,201.85
- PCO 95 – The contract with Bette Cring included an allowance of \$20,000 for the temporary Parks and Rec. office trailer. The extension of the project completion date added monthly rental costs, which when combined with the cost for electrical hookup and disconnection due to relocation of the trailer from the original plans, exceeded the allowance.
Increase \$ 3,934.88



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

Mechanical Contract #2 – Lawman

CO 2-004 Net Increase \$13,012.16

- Work included modification of pump sequences for variable drive pumps on the boiler water loop system which deviated from the plans, time and material costs to repair gas piping and vent stacks on the roof damaged by sliding snow, installation of a fire/smoke damper in the elevator shaft, as directed by elevator inspector, and installation of controls to integrate the existing boiler into the new Building Management System.

Plumbing Contract #3 – Lawman

CO 3-007 Net Increase \$13,404.27

- Work included repair of frozen waterlines as discussed under PCO 94 of GC contract, installation of a 1" waterline to provide hot reverse osmosis (RO) water to the zamboni room, install domestic hot and cold water drops in the zamboni room for washdown of the floors in the arena, add a domestic water line for the coffee maker in the concession area, and reconnect the gas piping after National Grid upgraded the gas meter/valving.

Electrical Contract #4 – Lawman

CO 4-005 Net Increase \$8,143.09

- Work included installation of three additional exit lights, installation of two additional occupancy sensors for the lights, and a data drop to the skate rental area for use with the computer checkout system. The largest item also included was rerouting of a major electric feed on the second floor mezzanine for \$5,171.06. This was necessary as the existing electrical feed was located in the proposed walkway area, and had to be relocated.

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller

RESOLUTION

Page 1 of 3

Approving Change Order No. 10 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

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

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 4 in the amount of \$21,236.92 to cover the cost of removal of lead paint, modify existing concrete footer, relocate a column, install storm sewer pipe, relocate existing roof drains and a credit for fiber mesh, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 5 in the amount of \$34,346.03 to cover the cost of changing the toilet partitions, shoring of roof plank in the Pool House, provide painted galvaneal metal wall panel, provide angle supports of West Gable end wall, modify structural steel to northeast addition, install structural header for an overhead door to the mechanical room, provide heavier duty hinges on doors, credit to reduce footer depth at west addition, and credit to delete benches and angle iron along the 18” ledge on the second floor, and

RESOLUTION

Page 2 of 3

Approving Change Order No. 10 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 Bette & Cring has now submitted 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,

RESOLUTION

Page 3 of 3

Approving Change Order No. 10 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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 10, a copy of which is attached and made part of this Resolution, to the contract with Bette & Cring in the amount of \$58,937.39 as described above bringing the total contract amount to \$6,518.937.39 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

RESOLUTION

Page 1 of 2

Approving Change Order No. 4 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

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

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$1,229,000 for the Mechanical Work for the Watertown Municipal Arena Renovation, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 1 in the decreased amount of \$7,840.00 due to changing the HVAC duct work from stainless steel to aluminum, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 2 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. 3 for repairs to the existing boiler in the amount of \$1,831.39, and

WHEREAS Lawman Heating and Cooling Inc. has now submitted Change Order No. 4 in the amount of \$13,012.16 for modification of pump sequences for variable drive pumps on the boiler water loop system, costs to repair gas piping and vent stacks on the roof damages by sliding snow, installation of a fire/smoke damper in the elevator shaft, and installation of controls to integrate the existing boiler into the new Building Management System,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 4, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating and Cooling, Inc. in the amount of \$13,012.16 as described above bringing the total contract amount to \$1,236,003.55 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

RESOLUTION

Page 2 of 2

Approving Change Order No. 4 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and 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

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

RESOLUTION

Page 1 of 2

Approving Change Order No. 7 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

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

Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating & Cooling, Inc. in the amount of \$668,000 for Plumbing/Fire Protection for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the amount of \$64,810.75 for work on the sprinkler system, surface mounted drinking fountains, PVC plumbing, eliminating sensor activated flush valves, and eliminating sensor activated lavatory faucets, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$9,388.48 to install utilities for the elevator sump pit, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 3 in the amount of \$6,723.15 to enclose an area of the main walkway on the second floor, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 4 in the amount of \$4,219.88 to relocated the roof drains in the bathhouse, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 5 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS on February 16, 2016, City Council approved Change Order No. 6 in the amount of \$3,553.13 for replacement of an existing circulation pump and to re-pipe tempered water lines to the shower fixture, and

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 7 for 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,

RESOLUTION

Page 2 of 2

Approving Change Order No. 7 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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 7, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating & Cooling, Inc. in the amount of \$13,404.27 as described above bringing the total contract amount to \$770,099.66 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

RESOLUTION

Page 1 of 2

Approving Change Order No. 5 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

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

Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$976,000 for the Electrical Work for the Watertown Arena Renovation Project, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 1 in the decreased amount of \$1,100.74 for the transmitter for the Marquee sign, additional exterior lighting and to relocate the underground utility conduits, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$2,970.58 to install a dedicated electrical circuit required for the elevator equipment room and sump pit, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 3 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. 4 for decrease of \$18,553.19 for a credit from the \$50,000 Allowance for the 3 phase electrical service update, to replace the air compressor for the fire suppression system, to provide a shunt trip circuit breaker for the elevator, and to add lighting to the crawl space on the second floor mezzanine, and

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 5 in the amount of \$8,143.09 for the installation of three additional exit lights, installation of two additional occupancy sensors for the lights, a data drop to the skate rental area for use with the computer checkout system and rerouting a major electric feed on the second floor mezzanine,

RESOLUTION

Page 2 of 2

Approving Change Order No. 5 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and 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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 5, a copy of which is attached and made part of this Resolution, to the contract with Lawman Heating and Cooling, Inc. in the amount of \$8,143.09 as described above bringing the total contract amount to \$967,459.74 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



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: April 10 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 \$93,287.54 bringing the total contract amount to \$9,492,500.34.**

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
CO 1-001	-	\$ 31,260.00 (credit)
CO 1-002	+	\$ 20,543.00
CO 1-003	+	\$ 20,790.42
CO 1-004	+	\$ 21,236.92
CO 1-005	+	\$ 34,346.03
CO 1-006	+	\$ 48,816.05
CO 1-007	+	\$ 28,038.05
CO 1-008		Time Ext. Only
CO 1-009	+	\$ 49,698.90
Current Contract	=	\$6,460,209.37
CO 1-010	+	\$ 58,728.02
New Contract	=	\$6,518,937.39

Contract 2 – Mechanical Contract (MC)

Lawman Heating and Cooling, Inc.		
Base Bid		\$1,229,000.00
CO 2-001	-	\$ 7,840.00 (credit)
CO 2-002		Time Ext. Only
CO 2-003	+	\$ 1,831.39
Current Contract	=	\$1,222,991.39
CO 2-004	+	\$ 13,012.16
New Contract	=	\$1,236,003.55

Contract 3 – Plumbing Contract (PC)

Lawman Heating and Cooling, Inc.		
Base Bid		\$ 668,000.00
CO 3-001	+	\$ 64,810.75
CO 3-002	+	\$ 9,388.48
CO 3-003	+	\$ 6,723.15
CO 3-004	+	\$ 4,219.88
CO 3-005		Time Ext. Only
CO 3-006	+	\$ 3,553.13
Current Contract	=	\$ 756,695.39
CO 3-007	+	\$ 13,404.27
New Contract	=	\$ 770,099.66

Contract 4 – Electrical Contract (EC)

Lawman Heating and Cooling, Inc.		
Base Bid		\$ 976,000.00
CO 4-001	-	\$ 1,100.74 (credit)
CO 4-002	+	\$ 2,970.58
CO 4-003		Time Ext. Only
CO 4-004	-	\$ 18,553.19 (credit)
Current Contract	=	\$ 959,316.65
CO 4-005	+	\$ 8,143.09
New Contract	=	\$ 967,459.74

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

The Original Base Bid award total:	\$9,141,000.00
The Current Contract amount total:	\$9,399,212.80
The New Contract amount total:	\$9, 492,500.34

Renovation Projects of this scale and magnitude typically average a 5-10% cost increase in change orders, or \$450,000 - \$900,000 respectively.

The revised contract amount equates to a total increase of 3.85% or \$351,500.34 over the original base bid award.



1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

A summary of the changes affecting each contract are as follows:

General Contract #1 – Bette Cring

CO 1-010 Net Increase \$58,728.02

- PCO 74 – Time and Materials cost for enclosing beams and installing soffits.
Increase \$4,390.14
- PCO 79 – Repair an existing steel column which was discovered to have severe corrosion and required reinforcement. *Increase* \$ 2,976.74
- PCO 88 – Take a credit and delete the installation of the “Watertown Municipal Arena” sign above the main entrance to the building. *Decrease* (\$6,000.00)
- PCO 89 – Take a credit and delete installation of toilet paper dispensers. Staff was able to acquire them through a distributor and install themselves. *Decrease* (\$ 195.04)
- PCO 87 – Assist mechanical contractor with access to the elevator to install a fire damper which is covered in a change order under the MC contractor. *Increase* \$ 1,197.00
- PCO 86 – Work associated with reinstallation of Handicap Bleacher Platforms.
Increase \$ 415.38
- PCO 84 – Application of a moisture mitigation system in the Pool Area, and far north end of the corridor to the team locker rooms. The rubber flooring system installed throughout the arena requires the moisture of the concrete to be at or below 85% in order for the glue to bond properly. *Increase* \$20,144.70
- PCO 90 – This covers work necessary to locate a previously unknown storm drain, thaw the ground, remove sidewalk, excavate down to the pipe and connect it into the storm sewer, as well as restoration of sidewalk. After floor drains backed up in the arena, an investigation led to discovery of the issue, and the 6 inch pipe, which was not shown in the plans, was located just outside a foundation wall and reconnected.
Increase \$26,374.84
- PCO 91 – Repair vent stack pipes on the roof damaged by sliding snow.
Increase \$ 2,260.88
- PCO 92 – Install metal trim at back wall of snow pit. *Increase* \$ 225.65
- PCO 93 – Install and relocate door lock cores. *Increase* \$ 801.00
- PCO 94 – Remove and replace a CMU (masonry) wall in order to access a frozen pipe leak in the Pool Area. Additional costs for the plumbing required to replace damaged pipe is included in the Plumbing Contract. *Increase* \$ 2,201.85
- PCO 95 – The contract with Bette Cring included an allowance of \$20,000 for the temporary Parks and Rec. office trailer. The extension of the project completion date added monthly rental costs, which when combined with the cost for electrical hookup and disconnection due to relocation of the trailer from the original plans, exceeded the allowance.
Increase \$ 3,934.88



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

Mechanical Contract #2 – Lawman

CO 2-004 Net Increase \$13,012.16

- Work included modification of pump sequences for variable drive pumps on the boiler water loop system which deviated from the plans, time and material costs to repair gas piping and vent stacks on the roof damaged by sliding snow, installation of a fire/smoke damper in the elevator shaft, as directed by elevator inspector, and installation of controls to integrate the existing boiler into the new Building Management System.

Plumbing Contract #3 – Lawman

CO 3-007 Net Increase \$13,404.27

- Work included repair of frozen waterlines as discussed under PCO 94 of GC contract, installation of a 1” waterline to provide hot reverse osmosis (RO) water to the zamboni room, install domestic hot and cold water drops in the zamboni room for washdown of the floors in the arena, add a domestic water line for the coffee maker in the concession area, and reconnect the gas piping after National Grid upgraded the gas meter/valving.

Electrical Contract #4 – Lawman

CO 4-005 Net Increase \$8,143.09

- Work included installation of three additional exit lights, installation of two additional occupancy sensors for the lights, and a data drop to the skate rental area for use with the computer checkout system. The largest item also included was rerouting of a major electric feed on the second floor mezzanine for \$5,171.06. This was necessary as the existing electrical feed was located in the proposed walkway area, and had to be relocated.

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller



AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
 City of Watertown 2015-025
 245 Washington Street
 Watertown, NY 13601

CHANGE ORDER NUMBER: 1-010
INITIATION DATE: 4/4/16

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
 Bette & Cring
 18438 US Route 11
 Watertown, NY 13601

PROJECT NUMBERS: 2015-025 /
CONTRACT DATE: April 6, 2015
CONTRACT FOR: #1 - General
 Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached breakdown of Change Order line items on next page.

The original Contract Sum was	\$ 6,268,000.00
Net change by previously authorized Change Orders	\$ 192,209.37
The Contract Sum prior to this Change Order was	\$ 6,460,209.37
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,728.02
The new Contract Sum including this Change Order will be	\$ 6,518,937.39

The Contract Time will be unchanged by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is March 7, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land
 Surveyors, PC
CONSTRUCTION MANAGER (Firm name)
 327 Mullin Street, Watertown, NY 13601
ADDRESS

Stantec Consulting
ARCHITECT (Firm name)
 61 Commerical Street, Rochester, NY 14614
ADDRESS

 BY (Signature)

 (Typed name) **DATE:**

 BY (Signature)

 (Typed name) **DATE:**

Bette & Cring
CONTRACTOR (Firm name)
 18438 US Route 11, Watertown, NY 13601
ADDRESS

City of Watertown
OWNER (Firm name)
 245 Washington Street, Watertown, NY 13601
ADDRESS

 BY (Signature)

 (Typed name) **DATE:**

 BY (Signature)

 (Typed name) **DATE:**

City of Watertown
Arena Renovations

Change Order 1-010 Breakdown of Line Items

PCO #	Description	Amount
74	Miscellaneous T&M for Soffits and Beam Enclosures	\$4,390.14
79	Repair Deteriorated Steel Columns per S-SK35	\$2,976.74
88	Credit to delete the installation of back-lit dimensional letters	(\$6,000.00)
89	Credit to delete toilet paper dispenser	(\$195.04)
87	Provide assistance with elevator access and integration of Fire Alarm Smoke Damper	\$1,197.00
86	Reinstall the Handicap Bleacher Platforms	\$415.38
84	Apply Floor Moisture Mitigation System in Pool Area, Corridor 119B and Ref Room 131	\$20,144.70
90	Thaw Ground, Remove & Replace Sidewalks, Excavate & Backfill for Roof Drain Tie-in	\$26,374.84
91	Repair damaged vent stack pipes	\$2,260.88
92	Install metal trim at the snow melt pit	\$225.65
93	Install & Relocate lock cores	\$801.00
94	Remove & Replace CMU to access the leaking pipe in the Pool Area	\$2,201.85
95	Additional Charges beyond the Office Trailer Allowance	\$3,934.88

Total for Change Order 1-010 \$58,728.02



dk

Monday, February 29, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: **Potential Change Order # 074**
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 074
Date: 07-Dec-15
Description: Miscellaneous T&M - Soffits & Beam Enclosures
Proposed Amt: \$4,390.14
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Miscellaneous T&M - Soffits & Beam Enclosures	\$4,390.14	

Total:\$4,390.14

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 blue ink, appearing to read "Nick Matott", is written over a blue horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-074 Miscellaneous T&M - Soffits & Beam Enclosures				
Description	Qty	Units	Rate	Total
Bete & Cring, LLC				
Carpenter	56	HRS	\$ 63.32	\$ 3,514.26
2-1/2" x 20 Ga Track	90	LF	\$ 0.365	\$ 32.85
2-1/2" x 20 Ga Studs	90	LF	\$ 0.37	\$ 33.30
5/8" GWB	200	SF	\$ 0.61	\$ 122.00
Joint Compound	2.0	Bkt	\$ 14.90	\$ 29.80
Durabond 45	1	Bag	\$ 10.10	\$ 10.10
Fasteners	1	Allow	\$ 10.00	\$ 10.00
Corner Bead	11	Pcs	\$ 3.20	\$ 35.20
Tear Away Bead	15	Pcs	\$ 2.00	\$ 30.00
				\$ 3,817.51
15% OH&P	15%	OH&P	\$ 3,817.51	\$ 572.63
				\$ 4,390.14
TOTAL				\$ 4,390.14
(T) Taxable				

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 29-Feb-16
 County: Jefferson

Trade: CARPENTER

WAGE RATE PER HOUR	REGULAR	OVERTIME	DBL TIME
	BASE RATE	RATE	RATE
	\$27.97	\$13.99	\$27.97

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5403</u>	12.72	%
Disability	0.05	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOU	Regular	\$27.97	times	38.86	% =	\$10.87		
Workman's Comp is not calc on premium time	Premium	\$13.99		18.15			\$2.54	
	DBL	\$27.97		18.15				\$5.08

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	55.88%	\$15.63
Pension	9.94%	\$2.78
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.07
		\$ 18.41

TOTAL BENEFITS PER HOUR	\$18.41		
TOTAL LABOR RATE	\$63.32	\$16.52	\$33.05

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFIATION

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 _____

Sworn before me this _____ day
 of _____, 20__

Print Name of Authorized Representative _____

Notary Public _____

Project Manager _____

Print Title _____



QUOTATION

QUOTE #	252195-00
QUOTE DATE	02/29/16
PAGE #	1

Exceptional Service and Products for Every Project.



- 3334 WALTERS ROAD - SYRACUSE, NY 13209 - Phone:(315)451-5322 - Fax:(315)457-4031 -

BILL TO	SHIP TO
BETTE & CRING, LLC 22 CENTURY HILL DRIVE SUITE 201 LATHAM, NY 12110-2128	WATERTOWN ICE RINK 600 WILLIAM T FIELD DR WATERTOWN, NY 13601

ACCOUNT #	PLACED BY	QUOTED BY	JOB NAME	TERMS	SHIP VIA	Exp Date
20122		Bob Sobolewski		Net 60 Days		03/31/16

LN	NS	ITEM AND DESCRIPTION	ORDERED	UM	PRICE	LINE TOTAL
		CALL DON JONES 777-5360				
1		S511	1	LF	370.00	0.37
		2-1/2" 20G EQ STUD			/MLF	
2		250C10	1	PC	365.00	3.65
		2-1/2" 20G EQ TRACK 10'			/MLF	
3		62IE10	1	PC	610.00	24.40
		5/8"x4'x10' INTERIOR EXTREME TYPE X GWB			/MSF	
4		SUPERWIDE	1	PC	3.20	3.20
		(B1) 10' 1-1/16" SUPERWIDE OC (50pcs/CTN)			/PC	
5		62TL10	1	PC	2.00	2.00
		#9110 5/8"x10' VINYL TEARAWAY L BEAD (50/CTN)			/PC	
6		APRM5	1	PAIL	14.90	14.90
		USG ALL PURPOSE READY MIX - GREEN TOP PAIL			/PAIL	
7		EZS45	1	BAG	10.10	10.10
		EASY SAND 45 18lb BAG			/BAG	
		Sub Total				58.62

All prices shown shall only be valid for materials received within 30 days from the date of this quotation. This quotation does not constitute a contract or sale, or guarantee of availability of any products listed. Gypsum Wholesalers assumes no responsibility for the accuracy of take-offs from drawings or specifications. Gypsum Wholesalers retains the right to adjust all quoted prices or limit quantities because of the impact of events beyond control such as product shortages, freight increases, and government regulations.

TAX	
TOTAL DUE	58.62



OK

Thursday, March 03, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 079
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 079
Date: 01-Feb-16
Description: Repair Deteriorated Steel Columns
Proposed Amt: \$2,976.74
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Repair Deteriorated Steel Columns	\$2,976.74	

Total:\$2,976.74

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 blue ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Watertown Ice Arena					
PROPOSAL: PCO-079 Repair Deteriorated Columns					
Description	Qty	Units	Rate	Total	
Cardinal Construction	1	LS	\$ 1,372.15	\$ 1,372.15	
5% OH&P	5%	OH&P	\$ 1,372.15	\$ 68.61	
				\$ 1,440.76	
Bette & Cring, LLC					
Laborer	21.5	HRS	\$ 60.05	\$ 1,291.08	
Sakrete Conc Mix	2	Bags	\$ 4.35	\$ 8.70	
Ardex Fine Finish	1	Bags	\$ 35.86	\$ 35.86	
				\$ 1,335.64	
15% OH&P	15%	OH&P	\$ 1,335.64	\$ 200.35	
				\$ 1,535.98	
				\$ 1,440.76	From Above
				\$ 2,976.74	
TOTAL				\$ 2,976.74	
(T) Taxable					



Cardinal Construction NY, Inc.
Post Office Box 565, 321 Lakeview Dr., Dexter, New York 13634
Tel: (315) 639-6607 Fax (315) 639-3090

Nick Mattot, Project Manager
Bette & Cring, LLC
18438 US Route 11
Watertown, NY 13601

March 1, 2016

Re: Renovations to Watertown Municipal Arena
PCO-079 Repair Deteriorated Steel Columns

A/E: Stantech

Dear Nick,

Cardinal Construction NY, Inc. is please to provide the following cost regarding Time and Material Additional Work for the Repair of Deteriorated Steel Columns per S-SK35; Completed on 2/16/16.

Materials	\$ 77.42
Labor	\$1,014.32
Consumables	<u>\$ 101.43</u>
SUBTOTAL	\$1,193.17
Mark-up 15%	<u>\$ 178.98</u>
	\$1,372.15

Total CO Request: \$1,372.00

Sincerely,

James M. Walker
President

Attachment: Time sheet for 2/12, 2/15, and 2/16/16 verified by Don Jones of Bette & Cring LLC



Home Office:
100 Stark Street
Utica, NY 13502
Ph: (315) 724-7119
Fax: (315) 724-0171

22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

www.MQB.com
6300 East Molloy Road
East Syracuse, NY 13057
Ph: (315) 671-4400
Fax: (315) 671-4404

PICK TICKET NO. 2670038	PICK DATE 2/16/2016 13:41:53
Order Number 1738849	

Bill To:

BETTE & CRING, LLC
22 CENTURY HILL DRIVE
SUITE 201
LATHAM, NY 12110-2128
518-213-1010

Ship To:

WATERTOWN MUNICIPAL ARENA 1523 TIMO B
BETTE & CRING LLC
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NY 13601

Ordered By: DON JONES

Customer ID: 105337

Order Date	PO Number	Branch	Carrier	Taker
2/16/2016	98399	Watertown	MQB Van	MMARRA

Quantities				Item ID Item Description	Unit Price	Extended Price
Ordered Allocated	To Pick	UOM Unit Size	Disp.			

Customer Note: MUST HAVE PO#

Delivery Instructions: THIS PM PLEASE ..CALL DON WHEN YOU GET THERE

6	6 EA			J#7	2.4453	14.67
6		1.0		TRI #7 JOB DRILL BIT/12407		
9	9 EA			10360	4.3500	39.15
9		1.0		SAK 60LB CONCRETE MIX		
4	4 EA			K73215	81.5700	326.28
4		1.0		CUR 4X300FT FLOOR PROTECTION PAPER		

Total Pieces: 19 **Total Lines:** 3 **Total Weight:** 0 **SUB-TOTAL:** 380.10
TAX: 27.28

PLEASE NOTE: Any freight charges for special orders will be added before invoicing. **GRAND TOTAL:** 407.38

Invoices for which payment has not been received and processed by closing date on monthly statement are subject to a FINANCE CHARGE of 1-1/2% (this is an ANNUAL PERCENTAGE RATE of 18%).

* Complete Order *

X REC'D BY:

Picked By: _____

SIGNATURE

PRINT LAST NAME



Address: 22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

www.MQB.com
6300 East Molloy Road
East Syracuse, NY 13057
Ph: (315) 671-4400
Fax: (315) 671-4404

PICK TICKET NO. 2670266	PICK DATE 2/17/2016 12:28:23
Order Number 1739038	

Bill To:
BETTE & CRING, LLC
22 CENTURY HILL DRIVE
SUITE 201
LATHAM, NY 12110-2128
518-213-1010

Ship To:
WATERTOWN MUNICIPAL ARENA 1523 TIMO B
BETTE & CRING LLC
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NY 13601

Ordered By: DON JONES

Customer ID: 105337

Order Date	PO Number	Branch	Carrier	Taker
2/17/2016	98400	Watertown	MQB Van	MMARRA

Quantities				Item ID Item Description	Unit Price	Extended Price
Ordered Allocated	To Pick	UOM Unit Size	Disp.			

Customer Note: MUST HAVE PO#

Delivery Instructions: THIS PM LOCAL RUN

300	300	EA	1.0	TTN25314PF	0.2262	67.86
300				SIM 1/4X3-1/4 PF TITEN (TAPCON)		
Ordered As: P14X314						
300	300	EA	1.0	TTN25234PF	0.1914	57.42
300				SIM 1/4X2-3/4 PF TITEN (TAPCON)		
Ordered As: P14X234						
2	2	EA	1.0	RAGS-25	25.0000	50.00
2				MQB 25LB CARTON OF RAGS		
1	1	EA	1.0	CD-FINE	35.8550	35.86
1				ARD 20LB CONCRETE RESURFACE PATCH		
12	12	EA	1.0	5251	3.6124	43.35
12				FRA 10.5OZ HD CONSTRUCTION ADHESIVE		

* Complete Order *

Picked By: AM

X

REC'D BY:

SIGNATURE

PRINT LAST NAME

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 02-Jun-15
 County: Jefferson

Trade: LABORER GROUP 1

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	Premium	DBL	times	% =			
	\$23.08	\$11.54	\$23.08	43.76		\$10.10		
Workman's Comp is not calc on premium time				18.15			\$2.09	
				18.15				\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR			
	\$19.47		
TOTAL LABOR RATE	\$60.05	\$13.63	\$27.27

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

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

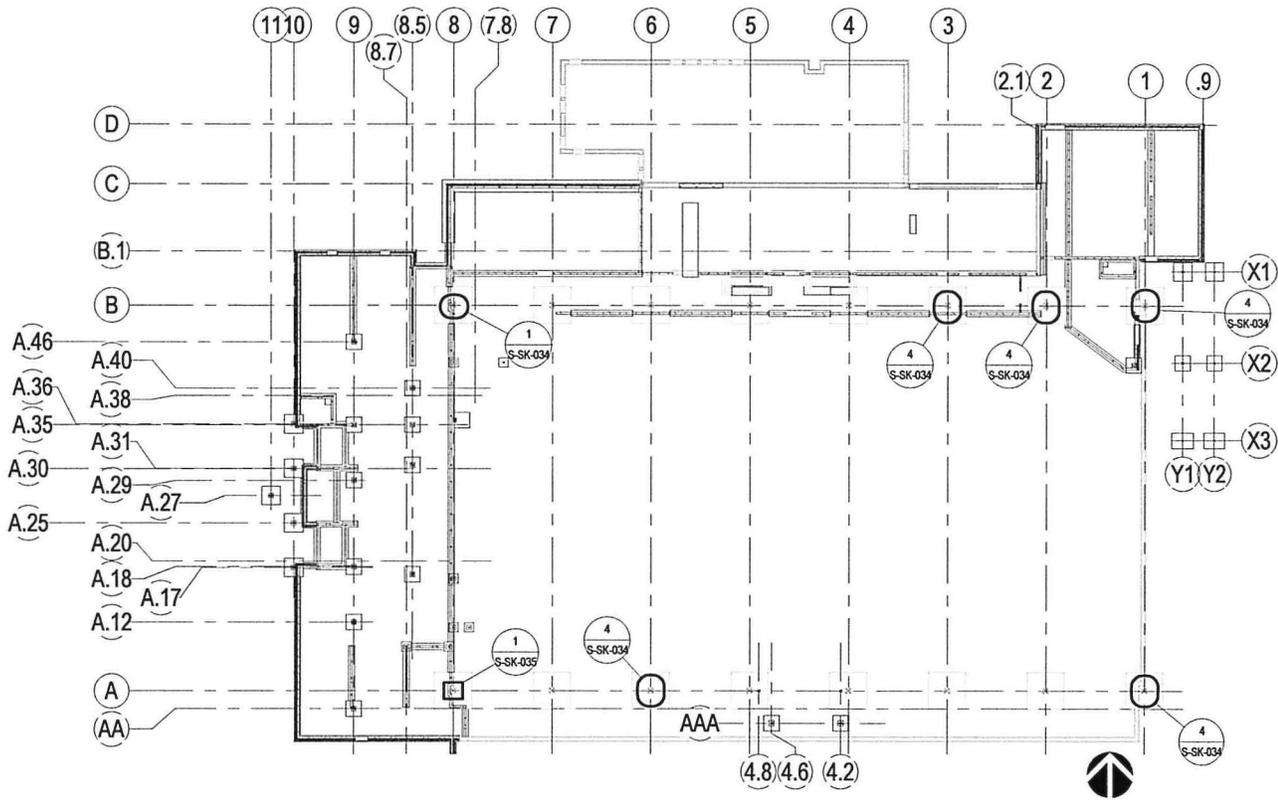
Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

C:\Users\Public\Documents\Local Revit File\111\191060204_ssk033.rvt

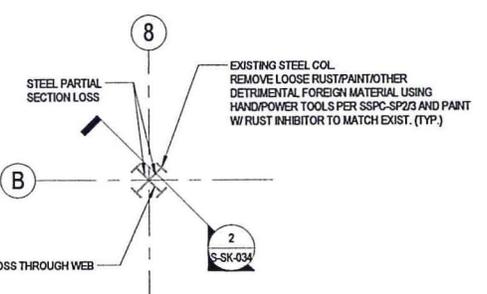


Client/Project
 City of Watertown
 Watertown Municipal Arena

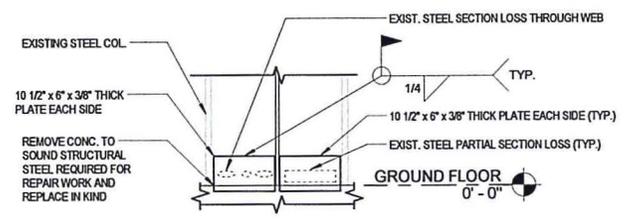
ISSUED FOR ADDENDUM #11 02/16/15
 Revision YYYAMDD

Title
 KEY PLAN

Project No. 191060204
 Reference Sheet
 Figure No. S-SK-033



1 DETAIL OF EXIST. COL. W/ RUST & SECTION LOSS
 S-SK-034 SCALE: 3/16" = 1'-0"



2 SECTION
 S-SK-034 SCALE: 3/4" = 1'-0"



3 DETAIL OF EXIST. COL. W/ PARTIAL SECTION LOSS
 S-SK-034 SCALE: 1/8" = 1'-0"

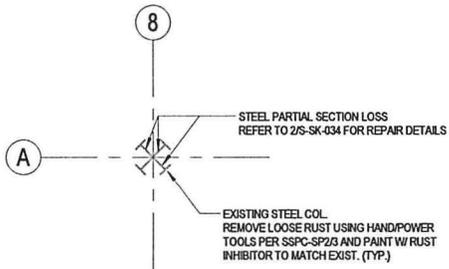


4 EXIST. COL. W/ RUST
 S-SK-034 SCALE: 1/8" = 1'-0"



Client/Project City of Watertown Watertown Municipal Arena	Title STEEL SECTION LOSS
Revision YYYYMMDD	Project No. 191060204
	Reference Sheet S-306
	Figure No. S-SK-034

C:\Users\Public\Documents\Local_Eval_Fix\Ntr_WMA_191060204.dwg 1/27/2014 2:32:52 PM



1 EXIST. COL. W/ PARTIAL SECTION LOSS
 S-SK-035 SCALE: 3/16" = 1'-0"



Client/Project
 City of Watertown
 Watertown Municipal Arena

Title
 DETAIL

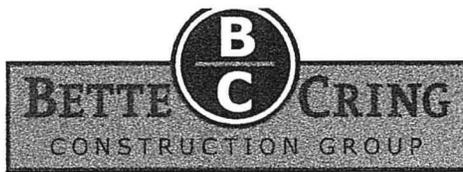
Revision
 YYYAMADD

Project No.
 191060204

Reference Sheet

Figure No.
 S-SK-035

J:\2016\16-238303.Plan - City of Watertown\Documents\Local Revit - Final\191060204_ssk035.rvt



OK

Friday, March 18, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 088
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 088
Date: 18-Mar-16
Description: Delete Installation of Back-Lit Dimensional Letters
Proposed Amt: (\$6,000.00)
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Delete Installation of Back-Lit Dimensional Letters	(\$6,000.00)	

Total:(\$6,000.00)

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott
Project Manager

Matott, Nick

From: Matott, Nick
Sent: Wednesday, February 17, 2016 9:23 AM
To: Larry Coburn
Cc: Don Jones (DJones@bettecring.com)
Subject: Watertown Arena: Back Lit Dimensional Letters
Attachments: Nick Matott.vcf; NASCO - NOI - \$6,000.pdf

Larry,

We have no problem holding off on installing the back lit letters on the front of the building. However, we do want to be able to complete the install by the time we pack up and leave in the early spring.

If the City is interested we can offer a credit of \$6,000 to not install the letters. Can be decided on later. But again, when we leave in the spring, we don't want to come back.

Nick Matott | PROJECT MANAGER

BETTE & CRING CONSTRUCTION GROUP

18438 US Route 11, Watertown, New York 13601

P: 315.782.0074 C: 315.778.7938

wmatott@bettecring.com | www.bettecring.com

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	Nick Matott BETTE & CRING, LLC <i>Project Manager</i>
	P (518) 782-0074 C (315) 778-7938 18438 US Route 11 Watertown, NY 13601 wmatott@bettecring.com

NOTICE OF INTENT

Name:	<u>NASCO Awning & Sign</u>	Job No:	<u>1523</u>
	<u>22891 Murrock Circle</u>	Job Name:	<u>Watertown Arena</u>
	<u>Watertown, NY 13601</u>	Vendor No:	<u></u>
Phone:	<u>315-782-8515</u>	Code No:	<u>SU10140</u>
Fax:	<u>315-782-4859</u>	Contact:	<u>Mike Fitzgerald</u>

DESCRIPTION

This NOTICE is not binding upon Bette & Cring, LLC (B & C) and there can be no Contractor-Subcontractor relationship in existence without a B & C Subcontract Agreement being executed by both parties.

Scope of Work:	<u>Dimensional Back Lit Letters</u>	Tax Exempt	Cap. Imp.
	<u>Labor only</u>	(X)	()
Amount:	<u>\$6,000.00</u>		

All work to be performed in accordance with contract requirements unless otherwise agreed to and noted in subcontract.

SPECIAL CONDITIONS:

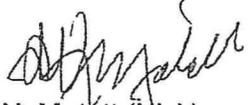
Detailed Scope of Work to be outlined in Subcontract Agreement.

5% Retainage

RESTRICTIONS

1. Certificate of Insurance must be received by Bette & Cring, LLC. prior to any performance of work and remain in force for duration. Our insurance requirements are attached as Exhibit 5 which will be included in your Subcontract Agreement. Sitework, Masonry, Steel and Roofing will require \$5 Million coverages.
2. No payment will be made without a signed subcontract. This also includes all change order work.
3. To find an example of Bette & Cring's Payment format, go to www.bettecring.com Subcontractor/Vendor tab. All new Subcontractors please reference the Start Up Forms. This format is to be followed in submission of all payment requisitions after a subcontract has been executed by both parties and in accord therewith.

BETTE & CRING, LLC



Project Manager:	<u>Wendell N. Matott (Nick)</u>
Date:	<u>December 9, 2015</u>

2

Copy to: Contract Administrator, Project Manager



OIC

Friday, March 18, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 089
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 089
Date: 18-Mar-16
Description: Delete Toilet Paper Dispensers
Proposed Amt: (\$195.04)
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Delete Toilet Paper Dispensers	(\$195.04)	

Total:(\$195.04)

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 blue ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

CUSTOMER NUMBER	CRD REG	SOLD TO STATE	SHIP TO STATE	TERR CODE	OUR ORDER NUMBER	DATE SHIPPED
503348	A1	NY	NY	70	427676-00	2/11/16

INVOICE
ACCESSORIES

INVOICE NUMBER	4651133
INVOICE DATE	2/11/16

JOB WATERTOWN

SOLD TO 514827 WH: 02

ALEXANDER MITCHELL & SONS A/P
PO BOX 192
MARCELLUS NY 13108-0192

The Bradley group represents Bradley Corporation,
Bradley Fixtures Corporation, The Mills Company and
Keltech, Inc.

Page 3



REP 115US H R ASSOCIATES

DATE RECEIVED	CUSTOMER ORDER NUMBER
1/20/16	AJ265

MAIL BRADLEY CORPORATION
W142 N9101 FOUNTAIN BLVD., P.O. BOX 309
MENOMONEE FALLS, WI 53052-0309

OFFICE W142 N9101 FOUNTAIN BLVD., PO BOX 309
MENOMONEE FALLS, WI 53051

TEL 800-203-3420 FAX 262-236-2185

MAIL CHECKS TO:

BRADLEY CORPORATION
BIN NO. 53066
MILWAUKEE, WISCONSIN 53288

SHIP TO BETTE AND CRING
WATERTOWN ARENA
600 WILLIAM FIED DR
WATERTOWN NY 13601

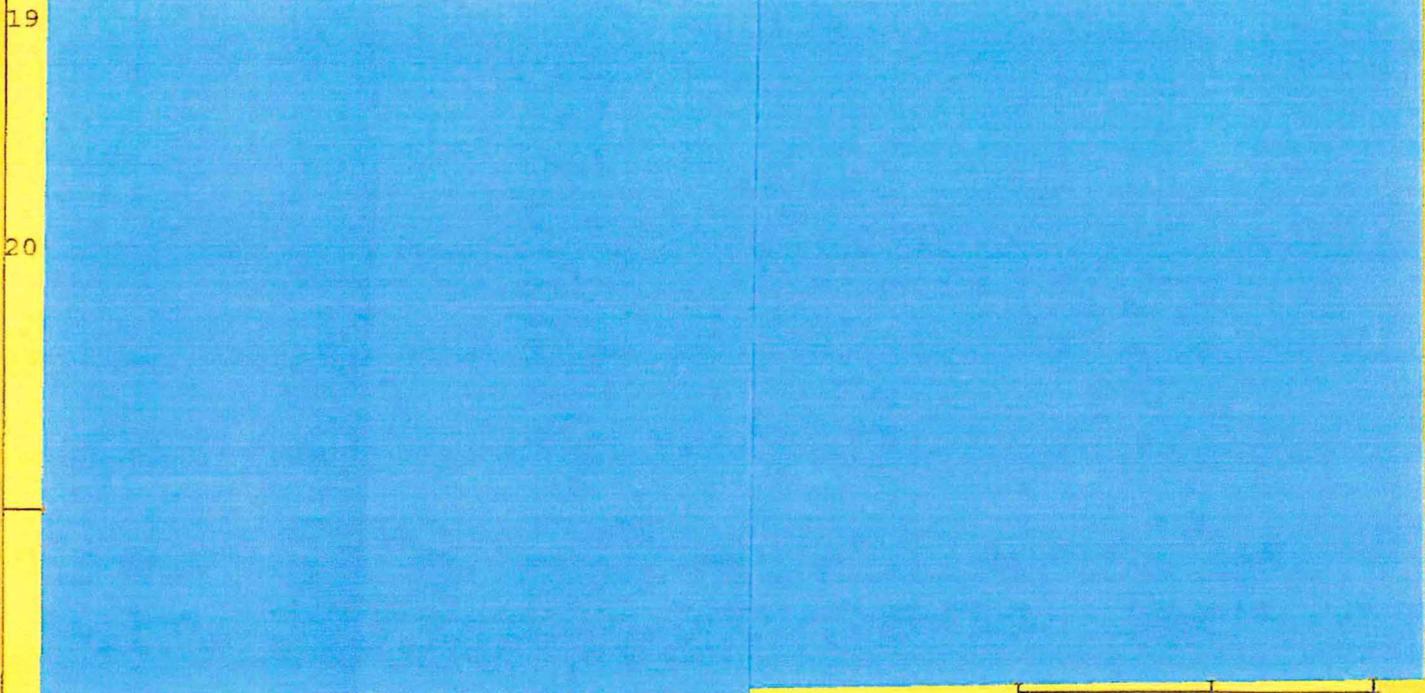
PAY TERMS NET 30
FREIGHT TERMS PREPAID DO NOT ADD
F.O.B SHIPPING POINT OUR FACTORY
SHIP VIA YRC FREIGHT

Your order is subject to the terms and conditions found at
<http://www.bradleycorp.com/customerservice/terms.jsp>

CLAIMS FOR DAMAGE OR SHORTAGE MUST BE MADE
WITHIN TWO (2) WEEKS OF RECEIPT OF SHIPMENT

TRACKING #: 497-933481-1

LINE ITEM	QUANTITY SHIPPED	QUANTITY BACK ORD	MODEL / OPTION	DESCRIPTION	UNIT PRICE	EXTENSION
17	46		5071-500000	TOILET TISSUE DISPENSER	4.24	195.04



BRADLEYCORP.COM
Cust Email: KNBEAK@GMAIL.COM

TOTAL	
-------	--



216

Friday, March 18, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 087
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 087
Date: 18-Mar-16
Description: Assist With Elevator Access & Integrating FS Smoke Damper
Proposed Amt: \$1,197.00
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Assist With Elevator Access & Integrating FS Smoke Damper	\$1,197.00	

Total:\$1,197.00

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 blue ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Otis Elevator Company

North American Area
6304 Carrier Parkway
East Syracuse, NY 13057



Otis

A United Technologies Company

March 8, 2016

Bette & Cring
18438 U.S. Route 11
Watertown, NY 13601

Attn: Nick Matott

Reference:
Watertown Ice Arena
Change #1 to contract: Assist G.C.

CHANGE ORDER # CT030816-A
OTIS CONTRACT: 629358

Description of Scope of Work Change:

Assist contractor in turnover items and provide access to the hoistway
4 Hours @ \$285 / hour

Effect on Project Schedule:

One day

Total Change to Original Contract Price:

Total Cost:\$1,140.00

TOTAL DEDUCT CHANGE ORDER:..... **\$1,140.00**

Except as is modified herein, the terms and conditions of the referenced contract shall remain in full force and effect and shall apply to this additional work.

Customer: _____

By: _____ Title: _____ Date: _____

Approved, for Otis Elevator Company

_____, 20____

Authorized Representative

Handwritten notes in blue ink:
1140
57 570
A circle around the number 1,140 with a dollar sign: \$1,140



o R

Friday, March 18, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 086
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 086
Date: 18-Mar-16
Description: Reinstall HC Bleacher Platforms
Proposed Amt: \$415.38
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Reinstall HC Bleacher Platforms	\$415.38	

Total:\$415.38

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 blue ink, appearing to read "Nick Matott".

Nick Matott
Project Manager

CHANGE ORDER

Erie Shores Contracting, LLC

12512 Cherry Rd.
 Vermilion, Ohio 44089
 Office # 440-963-6607
 Mobile # 440-258-1745
 Fax # 440-963-0432

PROPOSAL SUBMITTED TO	PHONE	DATE
Professional Furnishings & Equipment	716-685-6885	3/8/2016
ADDRESS	FAX	ATTENTION
2191 George Urban Blvd	716-685-6825	Steve White
CITY, STATE, ZIP CODE	EMAIL	DESCRIPTION
Depew, NY 14043	sw@profurnishings.com	Change Order #6

We hereby submit specifications and estimates for:

We hereby submit change order #6 for the following additional work regarding the above mentioned project:

Reinstallation of Staging Concepts platforms, which were removed by city employees

Total Cost.....\$344.00

$\$344.00 \times 15\% = \51.60

Total Change Order = \$ 395.60 due to Professional Furnishings & Equipment, Inc.

395.60
 19.78 5%

\$ 415.38

Respectfully Submitted By
 Michael J. McCourt - Owner
 Erie Shores Contracting



Wednesday, March 23, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 084
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 084
Date: 01-Mar-16
Description: Apply Floor Moisture Mitigation System
Proposed Amt: \$20,144.70
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Apply Floor Moisture Mitigation System @ Pool Area	\$10,930.00	Sports Builders, Inc.
002	B&C's OH&P	\$958.65	
003	Apply Floor Moisture Mitigation System East End Of Corridor 119B & Ref 131	\$7,599.90	
004	Generator Rental & Fuel	\$656.15	

Total:\$20,144.70

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

Watertown Ice Arena				
PROPOSAL: PCO-084 Apply Floor Moistur Mitigation System				
Description	Qty	Units	Rate	Total
Ice Builders				
Pool Area	1661	SF	\$ 6.58	\$ 10,929.38
Corridor 119B, Rms 131 & 131A	1155	SF	\$ 6.58	\$ 7,599.90
Generator Rental	1	LS	\$ 616.15	\$ 616.15
Diesel Fuel	20	Gal	\$ 2.00	\$ 40.00
				\$ 19,185.43
B&C's 5% OH&P	5%	OH&P	\$ 19,185.43	\$ 959.27
				\$ 20,144.70



PCO-084

March 22, 2016

Revision

Nick Matott-Bette and Cring Construction Group

Re: Watertown Ice Rink –Pool House Area Vapor Remediation /Rental cost of Generator

Scope of Work:

Per our recent conversation please find the pricing to install the moisture mitigation system for the pool house area at the Watertown Municipal Ice Rink. The Manufacturer's (Ecore) approved moisture mitigation system is the Ardex MC Rapid system. Data sheets are attached. This process includes bead blasting the entire areas, (Rooms 001,002, 003,004,and 005 only).The moisture mitigation system will be installed per manufacturers specifications. Upon completion of bead blasting the floor, Ardex MC Rapid vapor barrier will be applied along with P82 Primer. The final step is to pour Ardex K-10 underlayment to a thickness of ¼" over the entire area. Approximate time from start to finish is 3 days.

Ardex MC Rapid –Moisture Mitigation system

Approximate cost \$ 10,930.00

Rental Cost of Generator-Add to above Pricing

Cost to Rent Generator **\$ 616.15**

Fuel-20 gallons (approximate) **\$ 40.00**

If additional fuel is needed it will be added to invoice.

Exclusions:

Removal of all existing floor mounted fixtures, partitions or benches-to be done prior to the start of the job.

All other trades and their equipment must be removed prior to start of work.

Phase 3 Power- If Phase 3 power is not available, a generator will be rented and all costs associated with renting will be added to our final price.-See Pricing above- Phase 3 power on site could not be used.

Sincerely,

Mickey Collins

Matott, Nick

From: Mickey Collins <mickey@icebuilders.com>
Sent: Tuesday, March 22, 2016 3:51 PM
To: Matott, Nick
Subject: RE: Hallway Rooms 131 and 131A-Proposal

1,661 sq.ft



ICEBUILDERS

Mickey Collins
Icebuilders Supply Inc.
Office: (315)413-0200
Mobile: (315)569-1665

$$\$ 10,930 / 1661 \text{ SF} = \$ 6.58 / \text{SF}$$

POOL AREA
PCO-084

From: Matott, Nick [mailto:wnmatott@bettecring.com]
Sent: Tuesday, March 22, 2016 1:40 PM
To: Mickey Collins
Cc: Jones, Don
Subject: RE: Hallway Rooms 131 and 131A-Proposal

What square footage was your original proposal based on at the pool area?

Nick Matott | PROJECT MANAGER

BETTE & CRING CONSTRUCTION GROUP

18438 US Route 11, Watertown, New York 13601

P: 315.782.0074 C: 315.778.7938

wnmatott@bettecring.com | www.bettecring.com

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	Nick Matott BETTE & CRING, LLC Project Manager
	P (518) 782-0074 C (315) 778-7938 18438 US Route 11 Watertown, NY 13601 wnmatott@bettecring.com



PCO-084 ADDED AREAS

$$1,155 \text{ SF} \times \$ 6.58/\text{SF} = 7,599.90$$

March 18, 2016

Nick Matott-Bette and Cring Construction Group

Re: Watertown Ice Rink –Hallway area 119 and rooms 131 and 131A

Scope of Work:

Per our recent conversation please find the pricing to install the moisture mitigation system for the east end of the hallway #119 and rooms 131 and 131A at the Watertown Municipal Ice Rink. The square footage amount was provided to our office by Bette and Cring. The Manufacturer's (Ecore) approved moisture mitigation system is the Ardex MC Rapid system. Data sheets are attached. This process includes bead blasting the entire areas, (Hallway East end of area 119 ,room 131 and 131A Only).The moisture mitigation system will be installed per manufacturers specifications. Upon completion of bead blasting the floor, Ardex MC Rapid vapor barrier will be applied along with P82 Primer. The final step is to pour Ardex K-10 underlayment to a thickness of ¼" over the entire area. Approximate time from start to finish is 2- 3 days.

Ardex MC Rapid –Moisture Mitigation system

1,155 Sq. Ft. (Per measurements taken by Bette and Cring)

\$ 7,599.90

Exclusions:

Removal of all existing floor mounted fixtures, partitions or benches equipment etc. -to be done prior to the start of the job.

All other trades and their equipment must be removed prior to start of work.

Phase 3 Power- If Phase 3 power is not available, a generator will be rented and all costs associated with renting will be added to our final price.

Sincerely,

Mickey Collins

Larry Coburn

From: Jones, Don <DJones@bettecring.com>
Sent: Friday, March 18, 2016 10:36 AM
To: Matott, Nick
Cc: mickey@icebuilders.com; Larry Coburn
Subject: Added bead blast and vapor barrier areas

Nick,

Corridor 119B east half – 65'-6" X 13'-1 ½" = 860 sf – This area starts on the east side of door 119.16.

Ref 131 – 16'-9" X 12'-0" = 201 sf

Toilet 131A – 11' x 8'-6" = 94 sf

Total = 1155 sf



Thursday, March 31, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 090
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 090
Date: 31-Mar-16
Description: Thaw Ground, Remove & Replace Sidewalks, Excavate & Backfill For Roof Drain Tie-in
Proposed Amt: \$26,374.84
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Thaw Ground, Remove & Replace Sidewalks, Excavate & Backfill For Roof Drain Tie-in	\$26,374.84	

Total:\$26,374.84

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 blue ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott
Project Manager

Matott, Nick

From: Larry Coburn <lcoburn@TheBCGroup.com>
Sent: Friday, February 26, 2016 11:19 AM
To: Matott, Nick; Jones, Don
Cc: Wood, Justin; Tom Maurer (TMaurer@watertown-ny.gov); Jeri Pickett (Jeri.pickett@stantec.com); tjohnston@watertown-ny.gov; Erin Gardner (EGardner@watertown-ny.gov)
Subject: Pipe reconnection

Please ***accept this as a formal authorization to proceed*** with sidewalk removal and any other demo required *"to find and connect the UG storm line in/around vestibule 102, and connect it to the storm MH north of the entranceway"* which is connected to the 18" outfall line. The city has noted that this line may terminate outside the entrance doors so please start at that foundation wall location in an attempt to find the line. If it extends into the vestibule... we'll need to address added demo to find and connect. Please provide work orders for all time and materials for my signature and accounting for this added scope. This authorization is to include replacement of all sidewalk and building items that may be impacted. Please proceed as soon as possible to address this storm line connection. Thank you

Larry Coburn

BCA Construction Managers

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Watertown Ice Arena					
PROPOSAL: PCO-090 Thaw Ground, Remove & Replace Sidewalk, Excavate & Backfill For Roof Drain Tie-in					
Description	Qty	Units	Rate	Total	
Lawman Heating & Cooling	1	LS	\$ 16,667.69	\$ 16,667.69	
Concrete Slip Form, Inc.	1	LS	\$ 3,419.62	\$ 3,419.62	
				\$ 20,087.31	
B&C's 5% OH&P	5%	OH&P	\$ 20,087.31	\$ 1,004.37	
				\$ 21,091.68	
Bette & Cring, LLC					
Thawzall Delivery & Pick-up	1	LS	\$ 250.00	\$ 250.00	
Thawzall Rental (T)	1	Wk	\$ 3,000.00	\$ 3,000.00	
Thawzall Diesel Fuel	1	LS	\$ 196.77	\$ 196.77	
Carpenter	2	Hrs	\$ 63.32	\$ 126.64	
Laborer	13	Hrs	\$ 60.05	\$ 780.65	
Tax	8%	Tax	\$ 3,000.00	\$ 240.00	
				\$ 4,594.06	
15% OH&P	15%	OH&P	\$ 4,594.06	\$ 689.11	
				\$ 5,283.17	
				\$ 21,091.68	From Above
				\$ 26,374.84	
Total				\$ 26,374.84	

AUTHORIZATION TO PERFORM EXTRA WORK

Cost Code 2200

JOB NAME Wahkiakum Arena JOB NO. 1522 DATE 2/29 to 3/15 WORK ORDER NO. _____

The undersigned agrees to accept billing for extra work performed as follows:

Description of work: 2/29 Set up Thawzall to thaw sidewalk at West Addition North Entry
3/2 Gather plywood for temp protection
3/3 Install Temp 3/14 - Take down Temp plywood protection and make protection for sidewalk 3/15 - Cover storefront with poly - Run Busy for finishers -
Clean up plywood/sidewalks

THIS FORM IS TO BE COMPLETED AND SIGNED THE DAY WORK IS PERFORMED:

MATERIAL DESCRIPTION	QUANTITY	UNIT PRICE	COST	NAME	TRADE	REGULAR HRS.	OT HRS.
				Tom Fitz 2/29	CF	2	
				Matt Lippert	L	2	
				Bob Dicob	L	2	
				Bob Dicob 3/2	L	1	
				Matt Lippert 3/3	L	2	
				Bob Dicob	L	2	
TOTAL MATERIAL COST							
EQUIPMENT DESCRIPTION	HRS USED DAY	RATE	COST	Matt Lippert 3/14	L	1.5	
Thawzall				Matt Lippert 3/15	L	2.5	
TOTAL EQUIPMENT COST							

LABOR SUMMARY

HRS.	RATE	COST	P&W	COST	SUMMARY OF COSTS
					Labor Cost
					P&W
					Labor Burden %
					Subtotal
					Travel and Living Exp.
					Equipment Cost
					Mat. Cost
					Tax

PREPARED BY [Signature] SUPT.

AUTHORIZED BY: Company _____ BY: [Signature]

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 31-Mar-16
 County: Jefferson

Trade: CARPENTER

WAGE RATE PER HOUR

REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
\$27.97	\$13.99	\$27.97

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security		6.20	%
Medicare		1.45	%
Federal Unemployment		0.60	%
State Unemployment		9.90	%
Workman's Compensation	Code: <u>5403</u>	12.72	%
Disability		0.05	%
Bodily Injury/Property Damage/Liability Insurance		7.94	%

TOTAL TAXES AND INSURANCE PER HOU	Regular	\$27.97	times	38.86	% =	\$10.87		
Workman's Comp is not calc on premium time	Premium	\$13.99		18.15			\$2.54	
	DBL	\$27.97		18.15				\$5.08

BENEFITS

	% per hour	\$ per hour	
Health & Welfare	*	55.88%	\$15.63
Pension		9.94%	\$2.78
Vacation & Holiday			
Annuity			
Education / Apprentice Training			
Supplemental Unemployment			
Security Fund			
Taxes on Health & Welfare			\$6.07
			\$ 18.41

TOTAL BENEFITS PER HOUR

\$18.41		
\$63.32	\$16.52	\$33.05

TOTAL LABOR RATE

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

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

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

Contractor Name: Bette & Cring, LLC Date: 31-Mar-16
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: LABORER GROUP 2

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOI	Regular	\$23.08	times	43.76	% =	\$10.10
Workman's Comp is not calc on premium time	Premium	\$11.54		18.15		\$2.09
	DBL	\$23.08		18.15		\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR	\$19.47
TOTAL LABOR RATE	\$60.05 \$13.63 \$27.27

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

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

Sworn before me this _____ day
 of _____, 20____

 Print Name of Authorized Representative

 Project Manager

 Print Title

 Notary Public

1523

NICE N EASY #2309
WATERTOWN, NY
54292980371444
726437
NICE N EASY 2309
19221 US RT 11
WATERTOWN NY
13601, 315-782-4905

FL AUTH#641426

SEQ# 2158
DATE 03/10/16 08:45
REF# 000003641426
BATCH# 20160309097

PUMP # 04
PRODUCT: DIESEL
GALLONS: 89.483
PRICE/G: \$ 2.199
FUEL SALE \$196.77

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

30 March 2016

Bette & Cring
18438 US Route 11
Watertown, New York 13601

Attn: Nick Matott

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #543 – Site Work

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

**Additional Work – Repair 8" concrete storm sewer
(See attached signed additional work authorization)**

Materials:	3,013.93
Equipment:	3,143.24
Labor:	
Foreman	
33.5 hrs. @ 77.70	2,602.95
Operator:	
50 hrs. @ 75.01	3,750.50
Pipefitter	
3 hrs. @ 59.97	179.91
Truck Driver	
33 hrs. @ 54.64	<u>1,803.12</u>
Subtotal	14,493.65
15% OH & P	<u>2,174.04</u>
Total	\$16,667.69

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ken Lowe
Project Manager

Equipment	Daily Rate	March Dates	Total # of Days	Total Amount
Storage Trailer	\$ 25.00	4	1	\$ 25.00
Service Truck	\$ 50.00	4 7 8 9	4	\$ 200.00
Dump Truck Trailer	\$ 135.00	4 7 8 9	4	\$ 540.00
Skid Steer	\$ 150.00	4 7 8 9	4	\$ 600.00
PC-88 Excavator	\$ 270.00	4 7 8 9	4	\$ 1,080.00
Two Behind Air Compressor	\$ 120.00	4 7 8 9	4	\$ 480.00
Floor Saw	\$ 109.12	8 9	2	\$ 218.24
			TOTAL	\$ 3,143.24
Materials	Amount			
#1 & #2 Stone-Champion Material	\$ 100.00			
SDR Pipe - Blair Supply	\$ 339.77			
SDR Coupling - Blair Supply	\$ 38.92			
Anchor / Bit-McQuade	\$ 89.99			
Flowable Fill-Watertown Concrete	\$ 2,099.52			
12" x 8" Manhole Boot	\$ 65.00			
Quikcrete - Home Depot	\$ 8.96			
4x8 RTD Sheating - Home Depot	\$ 191.21			
Gasoline	\$ 80.56			
	TOTAL \$ 3,013.93			
Labor	Total Hours			
Foreman	33.5			
Operator	50			
Pipefitter	3			
TruckDriver	33			

Site Work
Watertown Municipal Arena Renovations

LABOR RATE WORKSHEET

Time & Material

Field Order

Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/30/2016</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) {T&M Only} Item No. _____	Trade: <u>Superintendent</u>
{T&M Only} Employee Name: _____	REGULAR BASE RATE
{T&M Only} Soc. Sec. No. _____	PREMIUM TIME BASE RATE

A. WAGE RATE PER HOUR	\$39.36	\$59.04
-----------------------	---------	---------

BENEFITS	* (* Identifies benefits paid directly to the Employee)	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$24.70	\$24.70
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$39.36	times 34.65 % =
	\$13.64	\$20.46

D. TOTAL LABOR RATE (A + B + C) =	\$77.70	\$104.20
-------------------------------------	---------	----------

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
Ken Lowe

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

Site Work
Watertown Municipal Arena Renovations

LABOR RATE WORKSHEET

Time & Material Field Order Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/30/2016</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>Operator</u>
{T&M Only} Item No. _____	REGULAR PREMIUM TIME
{T&M Only} Employee Name: _____	BASE RATE BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$37.36	\$56.04
-----------------------	---------	---------

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	\$24.70	\$24.70
----------------------------	---------	---------

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		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$37.36	times 34.65 % =
	\$12.95	\$19.42

D. TOTAL LABOR RATE (A + B + C) =	\$75.01	\$100.16
--	---------	----------

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
Ken Lowe
Project Manager
Print Title

Sworn before me

Notary Public

Site Work

Watertown Municipal Arena Renovations

LABOR RATE WORKSHEET

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	3/30/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN! (For T & M Only, Use a separate sheet for each Employee)	Trade:	Pipefitter
{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	\$29.79	\$44.69
-----------------------	---------	---------

BENEFITS	(* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday					
Health & Welfare					
Pension					
Annuity					
Education / Apprentice Training					
Supplemental Unemployment					
Security Fund					

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st \$8.50 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR			
<input type="checkbox"/> All benefits are paid directly to Employee.			
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79	times	34.65 % =
	\$10.32		\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
-----------------------------------	---------	---------

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
Ken Lowe

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept'96) (Combines BDC 125 and BDC 273)

Site Work
Watertown Municipal Arena Renovations

LABOR RATE WORKSHEET

Time & Material Field Order Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/30/2016</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>Truck Driver</u>
{T&M Only} Item No. _____	REGULAR PREMIUM TIME
{T&M Only} Employee Name: _____	BASE RATE BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$23.22	\$44.69
-----------------------	---------	---------

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	\$23.37	\$23.37
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st. \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$23.22	times 34.65 % =
	\$8.05	\$12.07

D. TOTAL LABOR RATE (A + B + C) =	\$54.64	\$80.13
-----------------------------------	---------	---------

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
Ken Lowe
Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0165

CUSTOMER NAME <i>Bette & Cring</i>		PHONE <i>315-779-8279</i>	DATE
STREET <i>18438 US RT 11</i>		JOB NAME <i>Watertown Ice Arena</i>	JOB NUMBER <i>543</i>
CITY <i>Watertown</i>	STATE <i>New York</i>	JOB ADDRESS <i>600 William T. Field Drive</i>	
EXISTING CONTRACT NO.		CITY <i>Watertown</i>	STATE <i>New York</i>

DESCRIPTION *Moved equipment in to site ice arena. Watn. NY.*

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
<i>Trk Driver</i>	<i>Joe Ciszmar</i>					<i>8</i>				
<i>Foreman</i>	<i>Harry Petrus</i>					<i>8</i>				
<i>pipefitter</i>	<i>Tim Q</i>					<i>3</i>				

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
<i>Storage trailer</i>		<i>25</i>	
<i>Serv. trk</i>		<i>50</i>	
<i>Dump Trk - Trailer</i>		<i>135</i>	
<i>Skid Steer</i>		<i>150</i>	
<i>Excavator. pc-88</i>		<i>270</i>	
<i>tow behind Air Compressor.</i>		<i>120</i>	

LABOR TOTAL _____
 TOTAL MATERIAL/EQUIPMENT _____
 TOTAL LABOR _____
 TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date *3/4/16* Authorizing Signature (OWNER SIGNS HERE)

Approved By _____ (CONTRACTOR SIGNS HERE) Date _____
 Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0164

CUSTOMER NAME Bette & Cring		PHONE 315-779-8279	DATE 3/7/16
STREET 18438 US Route 11		JOB NAME WATERTOWN ICE ARENA	JOB NUMBER 543
CITY Watertown	STATE New York	JOB ADDRESS 600 William T. Field Drive	
EXISTING CONTRACT NO.		CITY WATER-TOWN	STATE New York

DESCRIPTION **Repairing 8" concrete Storm Sewer.**

- Saw cut concrete side walks
- Excavated to existing 8" storm sewer.
- Pumped water down - with 2" pump.
- Installed 1- 8" Ferro on 8" concrete storm sewer.
- 7' LF 8" SDR 35 pipe 1- 45° 8" Bend, 1- 22 1/2° 8" Bend. Lined pipe with #1 AND #2 mixed stones

This is located @ the North west side of Arena.

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Foreman	Harold Petrus	9 1/2								
Operator A	Bruce Branagan	9								
Operator A	David Post	9								
Trk Driver	Joe Cizmar	9								

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
#1 AND #2 Stone mix	10 tons	25	
PC 88 Excav.		50	
170 Skid Steer		135	
10 wheel Dump truck		150	
Serv. Trk		270	

LABOR TOTAL _____

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 3-7-16 Authorizing Signature (OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0167

CUSTOMER NAME Bette & Cring		PHONE 315-979-8279	DATE 3/8/14
STREET 18438 US Route 11		JOB NAME Watertown Ice Arena	JOB NUMBER 543
CITY Watertown	STATE New York	JOB ADDRESS 600, William T Field Drive	
EXISTING CONTRACT NO.		CITY Watertown	STATE New York

DESCRIPTION **Repairing 8" Concrete Storm Sewer. North west corner of Arena.**
Installed 8" P.V.C. SDR 35 . In to existing storm sewer. man hole. 9' LF 8" SDR 35
Had to cut existing 6" SAN. sewer. out of way repaired back with SDR 35 Repair Couplers
Installed man hole boot in existing man hole with eaving machine, Back Filled excavation with Flowable Fill Had to recut concrete sidewalk back with Floor Saw - 20"

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
operator	Bruce Branaqan		8							
operator	David Post.		8							
Trk. Driver	Joe Sizmar		8							
Foreman	Harold Petrus.		8							

MATERIAL/EQUIPMENT LABOR TOTAL _____

ITEM	QUANTITY	UNIT PRICE	TOTAL
8" SDR 35 pipe	9' LF		
12" X 8" man hole boot			
2" Flowable Fill	24 YARDS		
PC-88 Excavator	8 hrs		
10 Wheeler Pump. Trk	8 hrs		
Serv. Trk	8 hrs		
Tow Air Compressor	2 hrs		
T-750 SLC. & Steer	8 hrs		
Floor Saw	2 hrs		

TOTAL MATERIAL/EQUIPMENT _____
 TOTAL LABOR _____
 TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date **3/8/14** Authorizing Signature (OWNER SIGNS HERE)

Approved By _____ Date _____
 (CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0166

CUSTOMER NAME Bette & Cring		PHONE 315-779-8279	DATE 3/9/16
STREET 18438 US RT 11		JOB NAME Watertown Ice Arena	JOB NUMBER 543
CITY Watertown	STATE New York	JOB ADDRESS 600 William T. Field Drive	
EXISTING CONTRACT NO.		CITY Watertown	STATE New York

DESCRIPTION
Cut concrete side walk back and removed concrete

Clean up site, moved equipment out.

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
	Tim Queiroz		3rd	3hrs						
operator	B. Brancagan			0						
operator	D. Post			0						
Trk Driver	J. Cszmar			0						
Foreman	H. Petrus			0						

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
Air Compressor - Jack Hammer	4 hrs		
Serv. Trk			
Dump trk trailer			
PE88 excavator			
T-750 skid steer			
Floor Saw			

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 3/9/16 Authorizing Signature (OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____



RENTAL RETURN INVOICE

135656335-001

BRANCH K06
 22760 MURROCK CIRCLE
 WATERTOWN NY 13601
 315-788-6001
 315-788-6006 FAX

Job Site

WATERTOWN MUNICIPAL ARENA
 600 WILLIAM T FIELD DR
 WATERTOWN NY 13601-1815

Office: 315-646-2838 Cell: 315-408-5232

LAWMAN HEATING & COOLING, INC.
 PO BOX 588
 206 AMBROSE ST
 SACKETTS HBR NY 13685-3179

Customer # : 1210148
 Invoice Date : 03/08/16
 Rental Out : 03/08/16 12:00 PM
 Rental In : 03/08/16 02:19 PM
 UR Job Loc : 600 WILLIAM T FIELD
 UR Job # : 36
 Customer Job ID:
 P.O. # : ICE ARENA
 Ordered By : HARRY
 Written By : TODD ROGERS
 Salesperson : ERIC FULTS

Invoice Amount: \$109.12

Terms: Due Upon Receipt
 Payment options: Contact our credit office 212-333-6600 Ext. 64722
 REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
 PO BOX 100711
 ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10386372	SAW CONCRETE 20-29HP SELF PROPELLED Make: HUSQVARNA Model: FS52G Serial: 020151000010 Meter out: 16.00 Meter in: 18.00	80.00	80.00	321.00	867.00	80.00
1	1178982	BLADE DIAMOND CONCRETE 20" Make: NORTON Model: CONCRETE Serial: N/A Meter out: 2.00 Meter in: 2.00	20.00	20.00	214.00	375.00	20.00

Rental Subtotal: 100.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE	[ENV/MCI]	1.040 EACH	1.04
Sales/Misc Subtotal:				1.04
Agreement Subtotal:				101.04
Tax:				8.08
Total:				109.12

548-2000-029-4

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
 A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

①

Champion Materials, Inc.
502 South Washington Street
Carthage, NY 13619

Invoice

Date	Invoice #
3/7/2016	200010773

Bill To
Lawman Heating & Cooling 206 Ambrose Street P.O. Box 599 Sackets Harbor, NY 13685

PO #	Due Date	Project
	4/6/2016	picked up

Ticket #	Item	Quantity	Description	Rate	Amount
1	DOT #1 & #2 ...	10	DOT #1 AND #2 MIXED	10.00	100.00

RECEIVED
MAR 14 2016
RECEIVED

843-2000

029-1

Subtotal	\$100.00
Sales Tax (8.0%)	\$0.00
Total	\$100.00



BLAIR SUPPLY CORP.

Water Works A Specialty Sewer & Highway Department Supplies

785 BEAHAN ROAD SOUTHERN TIER EASTERN NEW YORK NORTHEAST BRANCH
ROCHESTER, NY 14624 AVOCA, NY 14309 SALES WATERTOWN, NY
585-436-9624 507-566-2275 518-587-2114 315-733-4146

www.blairsupplyusa.com

INVOICE NO 3210818

PAGE 1

To insure proper credit, please return a copy of your invoice along with your check to Beahan Road address:

3999
SOLD TO LAWMAN HEATING & COOLING INC
206 AMBROSE ST
SACKETS HARBOR, NY 13685

SHIP TO LAWMAN HEATING & COOLING INC
WATERTOWN ICE ARENA

SACKETS HARBOR, NY 13685

Ordered By: HARRY

DATE	ORDER DATE	SLSM	WRITTEN BY	TERMS	SHIP	TERRITORY	CUSTOMER PURCHASE ORDER
03/07/16	03/07/16	WAT	FRST	NET 30 DAYS	PU	JEFFERSON	

QUANTITY			PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	B/D				
1	1		GPK122-0008	8 SDR35 PVC 45 BEND BXS	55.04	55.04
1	1		GPK117-0008	8 SDR35 PVC 22 1/2 BEND EXB	58.13	58.13
1	1		GPK121-0008	8 SDR35 PVC 45 BEND BXB	128.04	128.04
28	28		JM0067934	8 X 14 SDR35 PVC SEWER PIPE	3.52	98.56

JOB # 543-2000 VENDOR # _____
 APPROVAL _____ COST CODE 029-1
 VOUCHER # _____ CHECK AMT. _____
 PD. BY CK. # _____ DATE PAID _____

Subtotal	339.77
Tax	27.18
Freight	0.00
Total	366.95

Past Due accounts are subject to a 1% finance charge; 12% annual

03/08/16

03/09/2016 Wed 08:45

Blair Supply Corp. 585-436-1907

ID: #114822 Page 1 of 1



BLAIR SUPPLY CORP.

Water Works A Specialty Sewer & Highway Department Supplies

785 BEAHAN ROAD SOUTHERN TIER EASTERN NEW YORK NORTHEAST BRANCH
 ROCHESTER, NY 14624 AVOCA, NY 14569 SALES WATERTOWN, NY
 585-436-9624 607-566-2275 516-597-2114 315-768-4116

www.blairsupplyusa.com

INVOICE NO	3210827
PAGE	1

To insure proper credit, please return a copy of your invoice along with your check to Beahan Road address.

3999
 SOLD TO LAWMAN HEATING & COOLING INC
 206 AMBROSE ST
 SACKETTS HARBOR, NY 13685

SHIP TO LAWMAN HEATING & COOLING INC
 206 AMBROSE ST
 SACKETTS HARBOR, NY 13685

Ordered By: Harry

DATE	ORDER DATE	SLSM N	WRITTEN BY	TERMS	SHIP	TERRITORY	CUSTOMER PURCHASE ORDER
03/08/16	03/08/16	WAT	masc	NET 30 DAYS	pu	JEFFERSON	wcra

QUANTITY			PRODUCT NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	B/T O				
2	2		gpk106-0006	6 SDR35 PVC DEL BELL CPLG	19.46	38.92

JOB # 543-2000	VENDOR #
APPROVAL	COST CODE 029-1
VOUCHER #	CHECK AMT.
PD. BY CK. #	DATE PAID

Subtotal	38.92
Tax	0.00
Freight	0.00
Total	38.92

Past Due accounts are subject to a 1% finance charge; 12% annual



Supplying the Construction, Industrial & Government Markets Since 1907

Remit To:
P.O. Box 476
Utica, NY 13503
A/R Questions:
ar@MQB.com

INVOICE

Main Office: 1300 Stark Street
Utica, NY 13502
Ph: (315) 724-7119
Fax: (315) 724-0171

E-mail: sales@MQB.com
22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

Web: www.MQB.com
6300 East Molloy Road
East Syracuse, NY 13057
Ph: (315) 671-4400
Fax: (315) 671-4404

INVOICE NO. 3622658	INVOICE DATE 3/8/2016 07:56:34
ORDER NO. 1742658	PICK TICKET NO. 2673685

PAGE 1 of 1

Bill To:

LAWMAN HEATING AND COOLING INC
SITE DIVISION
PO BOX 599
SACKETS HARBOR, NY 13685

Ship To:

WATERTOWN MUNICIPAL 543 TIMO LAWMAN
LAWMAN HEATING
WATERTOWN, NY

Customer ID: 115611

Ordered By: HARRY PETRUS

PO NO.	ORDER DATE	SALES REP	TAKER	BRANCH
543	3/8/2016 07:37:39	ROBERT SARTWELL	DBROWN	Watertown

ORDERED	SHIPPED	B/O	U/M	Disp.	ITEM ID / DESCRIPTION	PRICE U/M	PRICE	EXTENSION
---------	---------	-----	-----	-------	-----------------------	-----------	-------	-----------

Carrier: Pick Up

Tracking #:

20	20	0 EA			WA62812	EA	2.5838	51.68
			1.0		SIM 5/8 X 8 1/2 WEDGE-STUD ANCHOR	1.0000		
1	1	0 EA			48-20-4064	EA	35.4654	35.47
			1.0		MIL 5/8 X 17IN (22IN OAL) SPLINE BIT	1.0000		

Total Lines: 2

SUB-TOTAL: 87.15
JEFFERSON INCORP: 1.42
NYS INCORP: 1.42
AMOUNT DUE: 89.99

U.S. Dollars

TERMS	NET DUE DATE	DISC DUE DATE	DISCOUNT AMOUNT
Net 30	4/7/2016	4/7/2016	0.00

PLEASE NOTE: Payments on account by credit card made ten days after the invoice date will be assessed a 2% convenience fee at the time the card is processed. Please contact Colleen at (315) 724-7119 with any questions.

Invoices for which payment has not been received and processed by closing date on monthly statement are subject to a FINANCE CHARGE of 1-1/2% (this is an ANNUAL PERCENTAGE RATE of 18%).

JOB # 543-2000 VENDOR # _____
 APPROVAL _____ COST CODE 029-1
 VOUCHER # _____ CHECK AMT. _____
 PD. BY CK. # _____ DATE PAID _____

X REC'D BY: _____

SIGNATURE

PRINT LAST NAME

ORIGINAL

The Equal Opportunity and Affirmative Action requirements set forth by Code of Federal Regulations 60-1.4, 60-250.4, 60-741.4 and 60-300 are hereby incorporated by specific reference.

Invoice

JEFFERSON CONCRETE CORP

22850 Murrock Circle, Watertown, New York 13601
Telephone: (315) 788-4171
Fax: (315) 788-7958

Invoice Number: 0150171-IN
Invoice Date: 3/8/2016

Order Number: 0053769
Order Date: 3/7/2016

Customer No. 01 - L000320

Sold To:
Lawman Heating & Cooling
P.O. Box 588
206 Ambrose Street
Sackets Harbor, NY 13685

Ship To:
Lawman Heating & Cooling
will pick up at our yard
Watertown, NY 13601

Customer PO: Harry		Order Comment: Watn Ice Arena		Terms: Net 30	
Item Number	Item Description	Ordered	Price	Amount	
K61008	8" Flexible Connector Loose	1.00	65.00	65.00	

543-2000-029

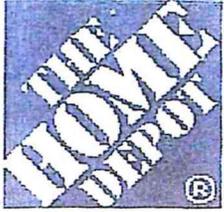
Watertown Ice Arena T-M

Net Invoice:	65.00
Sales Tax:	0.00
Invoice Total:	65.00

Received by: _____

A finance charge of 1% per month will be imposed on any balance due after 30 days.
This represents an annual percentage rate of 12%

Watu Ice
Arena



More saving.
More doing.SM

391 COLLEGE HEIGHTS
WATERTOWN, NY 13601 (315)7888539

6174 00002 00147 03/07/16 03:00 PM
CASHIER SUSAN - SAM5765

039645110188 80LB CONCRET <A>
80LB QUIKRETE CONCRETE MIX
2@4.15 8.30

SUBTOTAL 8.30
SALES TAX 0.66
TOTAL \$8.96

XXXXXXXXXXXX4292 HOME DEPOT 8.96
AUTH CODE 007986/2022842 TA

P.O.#/JOB NAME: 0
543-2000-029



6174 02 00147 03/07/2016 7921

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 03/07/2017
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
HTK 6757 585

Password:
16157 583

Entries must be entered by 04/06/2016.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

Watu Ice
Arena



More saving.
More doing.SM

391 COLLEGE HEIGHTS
WATERTOWN, NY 13601 (315)7888539

6174 00002 99347 03/07/16 08:01 AM
CASHIER SUSAN - SAM5765

876504000668 3/4 RTD SHTG <A>
23/32 OR 3/4 4X8 RTD SHEATHING-DF
6@26.18 157.08
852651002656 CALCHLFLK50# <A> 19.97
CALCIUM CHLORIDE FLAKES 50LB HOST

SUBTOTAL 177.05
SALES TAX 14.16
TOTAL \$191.21

XXXXXXXXXXXX4292 HOME DEPOT 191.21
AUTH CODE 007077/2022813 TA

P.O.#/JOB NAME: 0
543-2000-029 -1



6174 02 99347 03/07/2016 7921

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 03/07/2017
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

BUY ONLINE PICK-UP IN STORE
AVAILABLE NOW ON HOMEDEPOT.COM.
CONVENIENT, EASY AND MOST ORDERS
READY IN LESS THAN 2 HOURS!

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

COMPARTA SU OPINION EN UNA BREVE
ENCUESTA PARA LA OPORTUNIDAD DE GANAR.

User ID:
HTK 205157 198985

Password:
16157 198983

Entries must be entered by 04/06/2016.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

CASH
Harry Petrus

Stewarts Shop #438
9-13 N. BROAD ST
CARTHAGE, NY 13619
518-581-1201

03/04/16 10:19:00
Ticket: 2235155
Pump Gallons Price
3 42.424 1.899

Product Amount
Unleaded \$80.56

Total: \$80.56

STEWARTS SHOP 438
13 N. BROAD ST.
CARTHAGE NY 13619
5185811200
Merchant# :
542929049009996
Terminal# : 335866
Device ID : C
Trans Seq# : 3329
Auth Number : 004295
Account# : 3575
Retrieval :
606415976547386
Batch# : 20160303421
Trans. Type : Sale
03/04/16 10:19:28
Visa
Entry Method: Island
Card reader

Gas for Sew. Trk
Watu Ice Arena
Time & Material job
543-2000-029

Watertown Concrete Inc.

24471 Route 12
 Watertown, NY 13601
 Phone: 315-788-1040

Invoice

DATE	INVOICE #
3/8/2016	41875-41878

BILL TO
Lawman Heating & Cooling 206 Ambrose Street P.O. Box 588 Sackets Harbor, NY 13685

SHIP TO
Fairgrounds Arena

P.O. NUMBER	TERMS	DUE DATE	SHIP	PROJECT
	Net 30	4/7/2016	3/8/2016	
QTY (cu. yds.)	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
24	Flowable Fill	Flowable Fill	73.00	1,752.00T
24	Heat	Heated Concrete	8.00	192.00T
		Invoices: 41875-41877-41878		
		NYS Sales Tax 8%	8.00%	155.52
JOB # <u>543-2000</u> VENDOR # _____ APPROVAL _____ COST CODE <u>029-1</u> VOUCHER # _____ CHECK AMT. _____ PD. BY CK. # _____ DATE PAID _____				
			Total	\$2,099.52

Matott, Nick

Subject: FW: RE: Watertown Arena
Attachments: Scan.pdf; Nick Matott2.vcf

From: CSI [mailto:concreteslipforminc@verizon.net]
Sent: Wednesday, March 23, 2016 9:35 AM
To: Matott, Nick <wnmatott@bettecring.com>
Subject: Re: RE: Watertown Arena

Hi Nick,
The breakdown is as follows:
Mobilize Crew & Equipment \$750
Labor \$1,688.58
Material \$535.00
Overhead & Profit \$446.04
Total \$3,419.62
Labor breakdown sheet & concrete bill attached.

Barb Hazen
Concrete Slipform, Inc.
PO Box 503
Canastota, NY 13032
(315)697-5705
NYS Certified WBE

The information contained in this e-Mail Message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or forwarding of this e-mail message is strictly prohibited. If you have received this e-mail message in error, please immediately notify the sender. Thank You.

On 03/22/16, Matott, Nick<wnmatott@bettecring.com> wrote:

Will need to go thru the pay app process. Please forward your costs and I will get the change order to you.

Nick Matott |PROJECT MANAGER

BETTE & CRING CONSTRUCTION GROUP

18438 US Route 11, Watertown, New York 13601

P: 315.782.0074 C: 315.778.7938

Watertown Concrete Inc.

24471 Route 12
 Watertown, NY 13601
 Phone: 315-788-1040

Invoice

DATE	INVOICE #
3/15/2016	41896

BILL TO
Concrete Slipform Inc. PO Box 503 Canastota, N.Y. 13032

SHIP TO
Watertown Ice Arena

P.O. NUMBER	TERMS	DUE DATE	SHIP	PROJECT
	Net 30 days	4/14/2016	3/15/2016	
QTY (cu. yds.)	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
5	4000#	4000# Redi-mix concrete	99.00	495.00
5	Heat	Heated Concrete	8.00	40.00
			Total	\$535.00

RATE SHEET

Trade Contractor: Concrete Siding

Experience: Circle One:
 Foreman Journeyman Apprentice

Trade Classification: Carpenter

Effective Date: _____ TO _____

	Straight Time	Premium Time 1.5	Premium Time 2
Base Rate	\$ <u>27.32</u>	\$ _____	\$ _____
Union Benefits			
Health & Welfare	\$ _____	N/A	N/A
Pension	\$ _____	N/A	N/A
Training	\$ _____	N/A	N/A
Other - Specify: <u>Booklet/Book</u>	\$ <u>19.10</u>	N/A	N/A
Subtotal	\$ <u>46.42</u>	\$ _____	\$ _____
Insurance & Taxes			
FICA	<u>7.65</u> % of Base Rate	\$ <u>2.09</u>	\$ _____
State Unemployment	<u>9.825</u> % of Base Rate	\$ <u>2.69</u>	\$ _____
Federal Unemployment	<u>.6</u> % of Base Rate	\$ <u>.16</u>	\$ _____
Workers Compensation	<u>14.51</u> % of Base Rate	\$ <u>3.97</u>	N/A
Liability Insurance	<u>3.472</u> % of Base Rate	\$ <u>.95</u>	N/A
Subtotal	\$ <u>9.86</u>	\$ _____	\$ _____
Grand Total	\$ <u>56.28</u>	\$ _____	\$ _____

$23.5 \text{ hrs} @ 56.28 = 1,322.58 \checkmark$

RATE SHEET

Trade Contractor: Concrete Slabform Inc.

Experience: Circle One:
 Foreman Journeyman Apprentice

Trade Classification: Mason

Effective Date: _____ TO _____

	Straight Time	Premium Time 1.5	Premium Time 2
Base Rate	\$ <u>31.75</u>	\$ _____	\$ _____
Union Benefits			
Health & Welfare	\$ _____	N/A	N/A
Pension	\$ _____	N/A	N/A
Training	\$ _____	N/A	N/A
Other - Specify: <u>Paycheck Cash</u>	\$ <u>19.39</u>	N/A	N/A
Subtotal	\$ <u>51.14</u>	_____	_____
Insurance & Taxes			
FICA	<u>7.65</u> % of Base Rate	\$ _____	\$ _____
State Unemployment	<u>9.825</u> % of Base Rate	\$ _____	\$ _____
Federal Unemployment	<u>.6</u> % of Base Rate	\$ _____	\$ _____
Workers Compensation	<u>14.57</u> % of Base Rate	N/A	N/A
Liability Insurance	<u>3.472</u> % of Base Rate	N/A	N/A
Subtotal	\$ <u>9.86</u>	\$ _____	\$ _____
Grand Total	\$ <u>61.00</u>	\$ _____	\$ _____

to hrs @ \$61.00 = 366.00 ✓



Thursday, March 31, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 091
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 091
Date: 31-Mar-16
Description: Repair Damage To Vent Stack Pipes
Proposed Amt: \$2,260.88
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Repair Damage To Vent Stack Pipes	\$2,260.88	

Total:\$2,260.88

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 blue ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-091 Repair Snow Damage To Vent Stack Pipes				
Description	Qty	Units	Rate	Total
Lawman Heating & Cooling	1	LS	\$ 2,153.22	\$ 2,153.22
B&C's 5% OH&P	5%	OH&P	\$ 2,153.22	\$ 107.66
				\$ 2,260.88
Total				\$ 2,260.88

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

30 March 2016

Bette & Cring
18438 US Route 11
Watertown, New York 13601

Attn: Nick Matott

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #544 – Roofing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

**Additional Work – Repaired snow damage to vent stack pipes
(See attached signed additional work authorization)**

Materials:	
Primer, sealant, etc.	532.37
Labor:	
Superintendent	
8 hrs. @ 59.42	475.36
Roofer	
16 hrs. @ 54.04	<u>864.64</u>
Subtotal	1,872.37
15% OH & P	<u>280.85</u>
Total	\$2,153.22

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Tom Sanchez
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	3/30/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Superintendent
{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	\$30.23	\$44.69
-----------------------	---------	---------

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	\$18.72	\$18.72
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year)</small>		.008	%
State Unemployment <small>(Up to 1st \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$30.23	times 34.65 % =
	\$10.47	\$15.71

D. TOTAL LABOR RATE (A + B + C) =	\$59.42	\$79.12
-----------------------------------	---------	---------

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

Tom Sanchez
Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	<u>LAWMAN HEATING & COOLING, INC</u>	Date:	<u>3/30/2016</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>Roofer</u>
{T&M Only} Item No. _____		
{T&M Only} Employee Name: _____	REGULAR	PREMIUM TIME
{T&M Only} Soc. Sec. No. _____	BASE RATE	BASE RATE

A. WAGE RATE PER HOUR	\$26.23	\$44.69
-----------------------	---------	---------

BENEFITS (* Identifies benefits paid) (directly to the Employee)	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$18.72	\$18.72
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$26.23	times 34.65 % =
	\$9.09	\$13.63

D. TOTAL LABOR RATE (A + B + C) =	\$54.04	\$77.04
-------------------------------------	---------	---------

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.

Sworn before me

Signature
Ron Brimmer

Notary Public

Project Manager
Print Title

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0251

CUSTOMER NAME <i>Bette + Cring / Bernier + Carr</i>		PHONE	DATE <i>3/11/2016</i>
STREET		JOB NAME <i>Watertown Arena</i>	JOB NUMBER <i>544</i>
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.	CITY <i>Watertown</i>	STATE <i>N.Y</i>	

DESCRIPTION

Snow damage to vent stack pipes
 Repaired 13 ea vent stacks with new
 Tpo flashings + edge chaulk

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Supervisor	Gerry Mannigan					8				
Roofers	Eric June					8				
Roofers	Dave Stone					8				

LABOR TOTAL _____

MATERIAL/EQUIPMENT

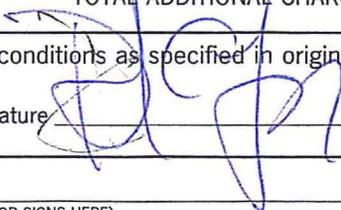
ITEM	QUANTITY	UNIT PRICE	TOTAL
TPO Primer	1 gal		
TPO Cleaner	1 gal		
Uncurred flashings lap/edge sealant	1' X 50' 5 tubes		

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date *3/11/2016* Authorizing Signature  (OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.



Thursday, March 31, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 092
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 092
Date: 31-Mar-16
Description: Install Metal Trim @ Snow Melt Pit
Proposed Amt: \$225.65
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Install Metal Trim @ Snow Melt Pit	\$225.65	

Total:\$225.65

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 blue ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-092 Install Metal Trim @ Snow Melt Pit				
Description	Qty	Units	Rate	Total
Bette & Cring, LLC				
Galvanized Metal Trim	1	LS	\$ 69.58	\$ 69.58
Carpenter	2	Hrs	\$ 63.32	\$ 126.64
				\$ 196.22
15% OH&P	15%	OH&P	\$ 196.22	\$ 29.43
				\$ 225.65
Total				\$ 225.65

Contractor Name: <u>Bette & Cring, LLC</u>	Date: <u>31-Mar-16</u>	
Address: <u>18438 US Rte 11</u>	County: <u>Jefferson</u>	
<u>Watertown, NY 13601</u>		
Telephone No: <u>315-782-0074</u>	Trade: <u>CARPENTER</u>	

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$27.97	\$13.99	\$27.97
PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security	6.20	%	
Medicare	1.45	%	
Federal Unemployment	0.60	%	
State Unemployment	9.90	%	
Workman's Compensation Code: <u>5403</u>	12.72	%	
Disability	0.05	%	
Bodily Injury/Property Damage/Liability Insurance	7.94	%	
TOTAL TAXES AND INSURANCE PER HOU	Regular \$27.97	times 38.86	% = \$10.87
Workman's Comp is not calc on premium time	Premium \$13.99	18.15	\$2.54
	DBL \$27.97	18.15	\$5.08

BENEFITS			
	% per hour	\$ per hour	
Health & Welfare	* 55.88%	\$15.63	
Pension	9.94%	\$2.78	
Vacation & Holiday			
Annuity			
Education / Apprentice Training			
Supplemental Unemployment			
Security Fund			
Taxes on Health & Welfare		\$6.07	
		\$ 18.41	
TOTAL BENEFITS PER HOUR			\$18.41
TOTAL LABOR RATE			\$63.32 \$16.52 \$33.05
All benefits are paid directly to Employee. Only benefits identified by * above are paid directly to Employee.			

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

Sworn before me this _____ day
of _____, 20__

Print Name of Authorized Representative

Notary Public

Project Manager

Print Title

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

30 March 2016

Bette & Cring
18438 US Route 11
Watertown, New York 13601

Attn: Nick Matott

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #544 – Roofing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

**Additional Work – Fabrication of metal trim pieces -24 ga. galvaneal metal
(See attached signed additional work authorization)**

Materials:	60.51
15% OH & P	<u>9.07</u>
Total	\$ 69.58

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Tom Sanchez
Project Manager

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0252

CUSTOMER NAME <i>Bette + Cring</i>		PHONE	DATE <i>2/29/2016</i>
STREET		JOB NAME <i>Arena</i>	JOB NUMBER <i># 544</i>
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY <i>Watertown</i>	STATE <i>N.Y.</i>

DESCRIPTION

*24 ga. galvaneal metal
 Fabrication of metal*

LABOR

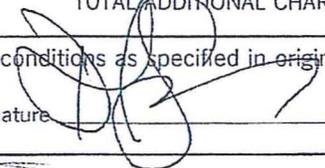
OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL _____

MATERIAL/EQUIPMENT	ITEM	QUANTITY	UNIT PRICE	TOTAL
	<i>Metal @ Custom fab</i>			<i>\$60.51</i>

TOTAL MATERIAL/EQUIPMENT *\$60.51*
 TOTAL LABOR *N/A*
 TOTAL ADDITIONAL CHARGE FOR ABOVE WORK *\$60.51*

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date *2/29/16* Authorizing Signature  (OWNER SIGNS HERE)

Approved By *Gerald T. Mannigan* Date *2/29/2016*
(CONTRACTOR SIGNS HERE)
 Print Name *Gerald T. Mannigan*

NOTE: This Revision becomes part of, and in conformance with, the existing contract.



Thursday, March 31, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 093
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 093
Date: 31-Mar-16
Description: Install Lock Cores & Relocate Lock Cores
Proposed Amt: \$801.00
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Install Lock Cores & Relocate Lock Cores	\$801.00	

Total:\$801.00

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 blue ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-093 Install Lock Cores & Relocate Lock Cores				
Description	Qty	Units	Rate	Total
Bette & Cring, LLC				
Carpenter	11	Hrs	\$ 63.32	\$ 696.52
15% OH&P	15%	OH&P	\$ 696.52	\$ 104.48
				\$ 801.00
Total				\$ 801.00

Contractor Name: <u>Bette & Cring, LLC</u>	Date: <u>31-Mar-16</u>	
Address: <u>18438 US Rte 11</u>	County: <u>Jefferson</u>	
<u>Watertown, NY 13601</u>		
Telephone No: <u>315-782-0074</u>	Trade: <u>CARPENTER</u>	

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$27.97	\$13.99	\$27.97
PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security	6.20	%	
Medicare	1.45	%	
Federal Unemployment	0.60	%	
State Unemployment	9.90	%	
Workman's Compensation Code: <u>5403</u>	12.72	%	
Disability	0.05	%	
Bodily Injury/Property Damage/Liability Insurance	7.94	%	
TOTAL TAXES AND INSURANCE PER HOU			
Regular	\$27.97	times 38.86	% = \$10.87
Workman's Comp is not calc on premium time Premium	\$13.99	18.15	\$2.54
DBL	\$27.97	18.15	\$5.08

BENEFITS	% per hour	\$ per hour	
Health & Welfare	*	55.88%	\$15.63
Pension		9.94%	\$2.78
Vacation & Holiday			
Annuity			
Education / Apprentice Training			
Supplemental Unemployment			
Security Fund			
Taxes on Health & Welfare			\$6.07
		\$	18.41
TOTAL BENEFITS PER HOUR			\$18.41
TOTAL LABOR RATE			\$63.32 \$16.52 \$33.05
All benefits are paid directly to Employee. Only benefits identified by * above are paid directly to Employee.			

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

Print Name of Authorized Representative

Project Manager

Print Title

Sworn before me this _____ day
of _____, 20__

Notary Public



Thursday, March 31, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 094
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 094
Date: 31-Mar-16
Description: Remove & Replace CMU To Access Leaking Pipe @ Pool Area
Proposed Amt: \$2,201.85
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Remove & Replace CMU To Access Leaking Pipe @ Pool Area	\$2,201.85	

Total:\$2,201.85

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 blue ink, appearing to read 'Nick Matott', is written over the printed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-094 Remove & Replace CMU To Access Leaking Pipe @ Pool Area				
Description	Qty	Units	Rate	Total
Loomis Masonry				
Mason	16	Hrs	\$ 60.00	\$ 960.00
CMU, Mortar & Accessories	1	Allow	\$ 120.00	\$ 120.00
				\$ 1,080.00
15% OH&P	15%	OH&P	\$ 1,080.00	\$ 162.00
				\$ 1,242.00
B&C's 5% OH&P	5%	OH&P	\$ 1,242.00	\$ 62.10
				\$ 1,304.10
Bette & Cring, LLC				
Laborer	13	Hrs	\$ 60.05	\$ 780.65
15% OH&P	15%	OH&P	\$ 780.65	\$ 117.10
				\$ 897.75
				\$ 1,304.10
				\$ 2,201.85
Total				\$ 2,201.85

Contractor Name: Bette & Cring, LLC Date: 31-Mar-16
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: LABORER GROUP 2

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	Premium	DBL	times	% =			
	\$23.08	\$11.54	\$23.08	43.76		\$10.10		
Workman's Comp is not calc on premium time				18.15			\$2.09	
				18.15				\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR			
	\$19.47		

TOTAL LABOR RATE			
	\$60.05	\$13.63	\$27.27

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

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

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Project Manager

 Print Title

 Notary Public



Friday, April 01, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

**RE: Potential Change Order # 095
Watertown Ice Arena- 1523**

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 095
Date: 01-Apr-16
Description: City Office Trailer Allowance - Overage
Proposed Amt: \$3,934.88
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	City Office Trailer Allowance - Overage	\$3,934.88	

Total:\$3,934.88

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 blue ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Watertown Municipal Arena		
City Office Trailer Allowance		
Beginning Balance		\$ 20,000.00
Month	Amount Against Allowance	Running Balance
May '15	\$ 7,090.00	\$ 12,910.00
June '15	\$ 1,842.78	\$ 11,067.22
July '15	\$ 754.25	\$ 10,312.97
August '15	\$ 754.25	\$ 9,558.72
September '15	\$ 754.25	\$ 8,804.47
October '15	\$ 754.25	\$ 8,050.22
November '15	\$ 754.25	\$ 7,295.97
December '15	\$ 754.25	\$ 6,541.72
January '16	\$ 754.25	\$ 5,787.47
February '16	\$ 754.25	\$ 5,033.22
March'16	\$ 8,780.72	\$ (3,747.50)
Overage	\$ 3,747.50	
5% OH&P	\$ 187.38	
Total	\$ 3,934.88	

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

31 March 2016

Bette & Cring
18438 US Route 11
Watertown, New York 13601

Attn: Nick Matott

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 - Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional Work – Price to install and remove electrical service to the office trailer utilized by the City during the course of the project. Price includes removal and disposal of materials.

Material:	
Wire, conduit, etc.	1,053.92
Labor:	
Electrician	
37.1 hrs. @ 63.84	<u>2,368.46</u>
Subtotal	3,422.38
15% OH & P	<u>513.35</u>
Total	\$ 3,935.73

3935.73
<1088.53> BILLED IN
REQ # 2
\$ 2,847.20

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Casey Carpenter
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	3/31/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only. Use a separate sheet for each Employee)	Trade:	Electrician
{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	\$33.00	\$49.50
-----------------------	---------	---------

BENEFITS	(* Identifies benefits paid directly to the Employee)	*	% per hour	\$ per hour	
Vacation & Holiday					
Health & Welfare					
Pension					
Annuity					
Education / Apprentice Training					
Supplemental Unemployment					
Security Fund					

B. TOTAL BENEFITS PER HOUR	\$19.41	\$19.41
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE				
F.I.C.A. / Social Security (Up to the Maximum required by law.)			.0765	%
Medicare				
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)			.008	%
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)			.091	%
Workman's Compensation Code: _____			.170	%
Disability			.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$33.00	times 34.65 % =
	\$11.43	\$17.15

D. TOTAL LABOR RATE (A + B + C) =	\$63.84	\$86.06
-----------------------------------	---------	---------

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
Casey Carpenter

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

Item CSI	Description	Takeoff Qty	Unit	Rate	Mat Price	Mat Total
16120230	Wire connector, screw type, insulated, #12 to #6	4.0	EA	0.62		2.48
16120550	Service entrance cable, copper, 600 V, 2 conductor, 1/0 + 1/0 neutral, type SEU	2.0	Clf	362.50		725.00
16132205	PVC conduit, schedule 40, 1-1/2" diameter, to 15' H, incl terminations, fittings, & support	100.0	LF	3.14		314.00
16132205	PVC conduit elbows, 1-1/2" diameter, to 15' H	4.0	EA	3.11		12.44
Grand Total						1,053.92

Item CSI	Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
16055300	DEMO Conduit, PVC #40, 1-1/4" to 2" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers	100.0	LF	Crew ELEC	0.0229	2.3
16055300	DEMO Panelboards, 3 wire, 120/240 V, 100 amp, to 20 circuits, electrical demolition, remove, including removal of all breakers, conduit te	2.0	EA	Crew ELEC	1.0000	2.0
16055300	DEMO Panelboards, 4 wire, 120/208 V, 200 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit te	1.0	EA	Crew ELEC	1.0000	1.0
16120230	Wire connector, screw type, insulated, #12 to #6	4.0	EA	Crew ELEC	0.0444	0.2
16120550	Service entrance cable, copper, 600 V, 2 conductor, 1/0 + 1/0 neutral, type SEU	2.0	Cif	Crew ELEC	4.0000	8.0
16120550	DEMO Service entrance cable, copper, 600 V, 2 conductor, 1/0 + 1/0 neutral, type SEU	2.0	Cif	Crew ELEC	2.0000	4.0
16132205	PVC conduit, schedule 40, 1-1/2" diameter, to 15' H, incl terminations, fittings, & support	100.0	LF	Crew ELEC	0.0600	6.0
16132205	PVC conduit elbows, 1-1/2" diameter, to 15' H	4.0	EA	Crew ELEC	0.4030	1.6
16440500	Load centers, 1 phase, 3 wire, main lugs, indoor, 120/240 V, 100 amp, 12 circuits, incl 20 A 1 pole plug-in breakers	2.0	EA	Crew ELEC	2.0000	4.0
16440500	Load centers, 3 phase, 4 wire, main breaker, indoor, 120/208 V, 200 amp, 30 circuits, incl 20 A 1 pole plug-in breakers	1.0	EA	Crew ELEC	8.0000	8.0
Grand Total						37.1



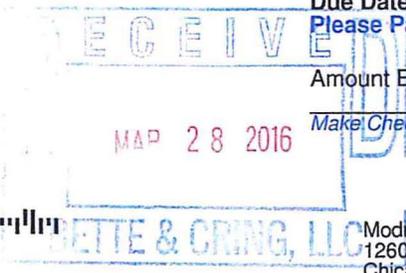
MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

INVOICE

Remittance Section

Customer Number 180768
Invoice Number 501543589
Invoice Date 03/24/2016
Due Date **Due Upon Receipt**
Please Pay This Amount \$ 5,177.52



Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

4443000089 PRESORT 89 1 MB 0.436 P1C2



BETTE & CRING
ATTN:ACCOUNTS PAYABLE
18438 US ROUTE 11
WATERTOWN NY 13601-5699

Modular Space Corporation
12603 Collections Center Drive
Chicago, IL 60693-0126



0000517752001807680005015435897

Please return this portion with your payment. Do not enclose correspondence.

Important Messages

ModSpace is available whenever and wherever you need us.

Choose from 80 sales and service locations across North America.

Stop by, give us a call or visit us on the web. On the run?

Our mobile site lets you browse quickly and connect with us from anywhere.

Visit us at ModSpace.com or call **800-523-7918** today.

Customer Name:	BETTE & CRING	Total Base Amount:	\$ 4,794.00
Customer Number:	180768-0001	Total Taxes:	\$ 383.52
Invoice Number:	501543589	Total Due:	\$ 5,177.52
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL DUE
Project#: Project Name: Watertown Ice Arena Contact: Don Jones Location: Watertown Ice Arena Watertown NY 13602	1326353	1523	03/09/2016 - 04/08/2016			
Asset(s): 800352 Double 12 x 60 s/n 52818a Return Delivery-Building 12				575.00	46.00	621.00
Asset(s): 800353 Double 12 x 60 s/n 52818b Return Delivery-Building 12				575.00	46.00	621.00
Asset(s): 800352 Double 12 x 60 s/n 52818a Remove-Skirting 12				120.00	9.60	129.60
Asset(s): 800353 Double 12 x 60 s/n 52818b Remove-Skirting 12				120.00	9.60	129.60
Asset(s): 800352 Double 12 x 60 s/n 52818a Remove-Dismantle Complex 12				1,325.00	106.00	1,431.00
Asset(s): 800353 Double 12 x 60 s/n 52818b Remove-Dismantle Complex 12				1,325.00	106.00	1,431.00
Asset(s): 800352 Double 12 x 60 s/n 52818a Remove-Anchors 12				150.00	12.00	162.00

PLEASE PAY THIS AMOUNT \$ 5,177.52



DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL DUE
Asset(s): 800353 Double 12 x 60 s/n 52818b Remove-Anchors 12				150.00	12.00	162.00
Asset(s): 800352 Double 12 x 60 s/n 52818a Other-Miscellaneous na Remove and dispose of 6 blinds. 13 floor tiles damaged by chair in front office, 12 in rear office. One torn screen in rear office. Remove screws and brackets from walls. Remove and dispose of service cable.				115.00	9.20	124.20
Asset(s): 800352 Other-Miscellaneous na Remove and dispose of 6 blinds. 13 floor tiles damaged by chair in front office, 12 in rear office. One torn screen in rear office. Remove screws and brackets from walls. Remove and dispose of service cable.				62.00	4.96	66.96
Asset(s): 800353 Double 12 x 60 s/n 52818b Other-Miscellaneous na Remove sign adhered to rear ext. door. Repair holes through floor on the left of front ext. door. One damaged screen. Remove and dispose of six blinds. Remove screws - plastic inserts and tape from walls.				72.00	5.76	77.76
Asset(s): 800353 Other-Miscellaneous na Remove sign adhered to rear ext. door. Repair holes through floor on the left of front ext. door. One damaged screen. Remove and dispose of six blinds. Remove screws - plastic inserts and tape from walls.				54.00	4.32	58.32
Asset(s): 800353 Other-Miscellaneous na 20 floor tiles damaged by chair in front office, 12 in rear office. Remove and dispose of service cable.				106.00	8.48	114.48
Asset(s): 800353 Other-Miscellaneous na 20 floor tiles damaged by chair in front office, 12 in rear office. Remove and dispose of service cable.				45.00	3.60	48.60
Lease Total				4,794.00	383.52	5,177.52
Subtotal by PO				4,794.00		
State Tax					191.76	
County Tax					191.76	
Total Tax					383.52	
Invoice Total						5,177.52

RECEIVED
 MAR 28 2016
 BETTE & CRING, LLC



PLEASE PAY THIS AMOUNT \$ 5,177.52



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT <i>(Name and address):</i> City of Watertown 2015-025 245 Washington Street Watertown, NY 13601	CHANGE ORDER NUMBER: 2-004 INITIATION DATE: 4/4/16	OWNER: <input type="checkbox"/> CONSTRUCTION MANAGER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Lawman Heating & Cooling, Inc. 206 Ambrose Street Sackets Harbor, NY 13685	PROJECT NUMBERS: 2015-025 / CONTRACT DATE: April 6, 2015 CONTRACT FOR: Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached breakdown of Change Order line items on next page.

The original Contract Sum was	\$	1,229,000.00
Net change by previously authorized Change Orders	\$	-6,008.61
The Contract Sum prior to this Change Order was	\$	1,222,991.39
The Contract Sum will be increased by this Change Order in the amount of	\$	13,012.16
The new Contract Sum including this Change Order will be	\$	1,236,003.55

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land Surveyors, PC

CONSTRUCTION MANAGER *(Firm name)*

327 Mullin Street, Watertown, NY 13601

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

Lawman Heating & Cooling, Inc.

CONTRACTOR *(Firm name)*

206 Ambrose Street, Sackets Harbor, NY 13685

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

Stantec Consulting

ARCHITECT *(Firm name)*

61 Commerical Street, Rochester, NY 14614

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

City of Watertown

OWNER *(Firm name)*

245 Washington Street, Watertown, NY 13601

ADDRESS

BY *(Signature)*

(Typed name)

DATE:

City of Watertown
Arena Renovations

Change Order 2-004 Breakdown of Line Items

Proposal Date	Description	Amount
3/1/16	Modify pump sequence for VFDs per RFI #003	\$3,497.17
3/14/16	T&M to repair gas pipe damaged by snow & ice falling from roof	\$453.58
3/14/16	T&M to repair flue pipe damaged by snow & ice falling from roof	\$3,608.42
3/8/16	Additional work for newly installed fire/smoke damper	\$2,179.85
3/16/16	Provide controls & monitoring for the existing HW Boiler	\$3,273.14
Total for Change Order 2-004		\$13,012.16

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

OK
MC

01 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

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:

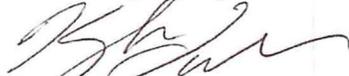
Additional Work – RFI # -003 response – provide VFD's as scheduled, pump sequence modifications by Controls Contractor

Subcontractor:	
Siemens	2,783.00
5% OH & P	<u>139.15</u>
Subtotal	2,922.15
Material:	
Fittings, etc.	140.20
Labor	
Pipefitter	
6 hrs. @ 59.97	<u>359.82</u>
Subtotal	500.02
15% OH & P	<u>75.00</u>
Total	575.02
GRAND TOTAL	\$3,497.17

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 & COOLING, INC</u>	Date: <u>3/1/2016</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. _____	REGULAR PREMIUM TIME
{T&M Only} Employee Name: _____	BASE RATE BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$29.79	\$44.69
(* Identifies benefits paid (directly to the Employee)		
BENEFITS	*	% per hour
Vacation & Holiday		\$ per hour
Health & Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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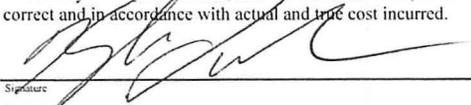
PAYROLL TAXES AND INSURANCE	
F.I.C.A. / Social Security (Up to the Maximum required by law.)	.0765 %
Medicare	%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)	.008 %
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)	.091 %
Workman's Compensation Code: _____	.170 %
Disability	.001 %

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79 times	34.65 % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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: _____ Sworn before me

Kyle Lawler _____

Project Manager _____ Notary Public _____

Print Title _____

BDC 125 (Sept/06) (Combines BDC 125 and BDC 273)

CITY OF WATERTOWN, NEW YORK

Watertown Municipal Arena

REQUEST FOR INFORMATION

Contact Name: Kyle Lawler	RFI #: M-003
Contractor: Lawman-	Date: 5-29-2015
Address: Sackets Harbor	Phone: 315.646.2919
	Fax: 315.646.2920
	Email: kyle@lawmanhc.com

Specification No.: 232123	Page No.:
Plan Sheet No.: M-001/ MP-600	Detail:

The pump schedule calls for the pumps to have integral VFD's built into them. But on the controls schedule it calls for them to be constant volume. There is no need to provide VFD's on these pumps if they are constant volume, magnetic starters will suffice.

Proposed Solution (if applicable):
Provide magnetic starters in lieu of integral VFD's

By: Kyle Lawler	Signature:
------------------------	-------------------

RESPONSE:
Provide VFD's as scheduled. Controls contractor is aware that the pump sequence will be modified.

By: Andrew Fillers	Signature:
---------------------------	-------------------

After reviewing the response, does the contractor anticipate:

- That a change order will be required? Yes No
 That there will be an increase in the cost of the project? Yes No

SIEMENS

Siemens Industry, Inc.
Building Automation

Address : 26 Market St

City State Zip : Potsdam NY 13676
FAX Number :
Contact : Brian Martin
Contact Phone : 315-430-2446
Email : brian.martin@siemens.com

Quotation
Page 1 of 2

Lawman Heating and Cooling Attention: Kyle Lawler Quote ID:091815-10405-0064	Date	09-18-2015
	Payment Terms	Net 30
	Base Job Name	Watertown Arena
	Base Job Number	44OP-173035

SIEMENS

Statement of work

Siemens proposes to provide labor and materials for the monitoring of up to three (3) points from new sump pump controller.

This proposal includes:

- Provide new DP transmitter, to be installed by Mechanical Contractor.
- Provide and install conduit/wiring to connect DP transmitter to DDC panel.
- Provide and install conduit/wiring to connect new VFD's to DDC panel.
- Modify programming, point database to control new VFD's.
- Point database, commissioning, graphics.
- As-builts.
- 1 year warranty

This proposal excludes:

- Providing and/or installing VFD's.
- Any power wiring to VFD's.
-

Total Quote Price : \$2,783

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: _____

Sub

Item Description	Takeoff Qty	Unit	Subs Prod Unit	Subs Hours	Subs \$/Unit	Subs Total	Subs Name
CSI Siemens	1.0	Isom			2,783.00	2,783.00	
Grand Total							2,783.00

Material

CSI	Item Description	Takeoff		Mat \$/Unit	Mat Unit	Mat Total	Mat Supplier
		Qty	Unit				
15107660	Elbow, 90 Deg., steel, carbon steel, black, long radius, butt weld, standard weight, 2-1/2"	4.0	EA	27.50		110.00	
15107660	Nozzle, steel, T-O-L, weld-on, 1-1/2" pipe size, includes 1 weld per joint and weld mach	2.0	EA	15.10		30.20	
Grand Total						140.20	

Item	Takeoff	Labor	Labor
CSI Description	Qty	Unit	\$/Unit
Labor	6.0	hour	6.0
Grand Total			6.0

OK
MC

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

14 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

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:

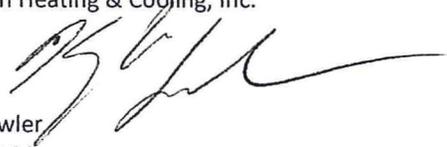
Additional Work – T&M to repair gas pipe damaged by falling ice and snow from roof

Material:	
Pipe, fittings, etc.	34.60
Labor:	
Pipefitter	
6 hrs. @ 59.97	<u>359.82</u>
Subtotal	394.42
15% OH & P	<u>59.16</u>
Total	\$ 453.58

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 & COOLING, INC</u>	Date: <u>3/14/2016</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	\$29.79	\$44.69
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BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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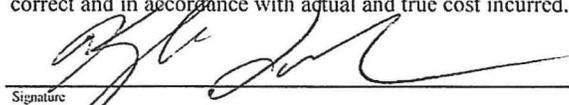
PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare		%	
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st. \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$10.32	\$15.48
<input type="checkbox"/> All benefits are paid directly to Employee. <input type="checkbox"/> Only benefits identified by * above are paid directly to Employee. <u>\$29.79</u> times <u>34.65</u> % =		

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.



 Signature
 Kyle Lawler

 Project Manager
 Print Title

Sworn before me

 Notary Public

Item CSI Description	Takeoff Qty	Unit	Labor \$/Unit	Labor Hours
Labor- Pipe Fitter- Gas Pipe Repair	4.0	hour		4.0
Labor- Pipe Fitter- Fan Repair	2.0	hour		2.0
Grand Total				6.0

Item CSI	Description	Takeoff Qty	Unit	Mat 1: \$/Unit	Mat 2: \$/Unit	Mat 3: \$/Unit	Mat 4: \$/Unit	Mat 5: \$/Unit	Mat 6: \$/Unit	Mat Total	Mat Supplier
15107640	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1"	2.0	EA	7.05						14.10	
15107640	Union, steel, malleable iron, black, with brass seat, threaded, 150 lb., 1"	1.0	EA	20.50						20.50	
Grand Total										34.60	

OK
MC

LAWMAN HEATING & COOLING, INC.
HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETTS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

14 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

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 – T&M to repair flue pipe damaged by falling ice and snow from roof

Material:	
Flue Pipe, etc.	1,800.00
Labor:	
Sheetmetal	
24 hrs. @ 55.75	<u>1,337.76</u>
Subtotal	3,137.76
15% OH & P	<u>470.66</u>
Total	\$ 3,608.42

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 & COOLING, INC</u>	Date:	<u>3/14/2016</u>
Address:	<u>206 AMBROSE STREET</u>	Project No.:	<u> </u>
	<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:	SHEETMETAL
{T&M Only} Item No. <u> </u>		
{T&M Only} Employee Name: <u> </u>		REGULAR PREMIUM TIME
{T&M Only} Soc. Sec. No. <u> </u>		BASE RATE BASE RATE

A. WAGE RATE PER HOUR	\$27.06	\$40.59
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BENEFITS	(* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday					
Health & Welfare					
Pension					
Annuity					
Education / Apprentice Training					
Supplemental Unemployment					
Security Fund					

B. TOTAL BENEFITS PER HOUR	\$19.31	\$19.31
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PAYROLL TAXES AND INSURANCE				
F.I.C.A. / Social Security	(Up to the Maximum required by law.)		.0765	%
Medicare				%
Federal Unemployment	(Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment	(Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation	Code: <u> </u>		.170	%
Disability			.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$9.38	\$14.06
<input type="checkbox"/> All benefits are paid directly to Employee. <input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.		
\$27.06	times	34.65 % =

D. TOTAL LABOR RATE	\$55.75	\$73.96
(A + B + C) =		

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.

Sworn before me

Signature: Kyle Lawler

Project Manager:

Notary Public:

Item CSI Description	Takeoff Qty	Unit	Labor \$/Unit	Labor Hours
Labor- Sheetmetal Installer	24.0	hour		24.0
Grand Total				24.0

Item	Takeoff	Unit	Mat k	Mat Mat
CSI Description	Qty		\$/Unit n	Total Supplier
Flue Penetration Kits & Pipe	9.0	EA	200.00	1,800.00
Grand Total				1,800.00

OK
MC

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

08 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

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:

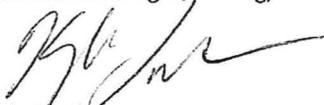
Additional Work – Cut & demo duct for fire/smoke damper installation; pull wire and land at newly installed fire/smoke damper

Material:	
F/S damper	724.42
FA Cable, etc.	284.18
Labor:	
Sheetmetal	
4 hrs. @ 55.75	223.00
Electrician	
10.4 hrs @ 63.84	<u>663.93</u>
Subtotal	1,895.53
15% OH & P	<u>284.32</u>
Total	\$2,179.85

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 & COOLING, INC</u>	Date: <u>3/8/2016</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>SHEETMETAL</u>
{T&M Only} Item No. _____	REGULAR PREMIUM TIME
{T&M Only} Employee Name: _____	BASE RATE BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$27.06	\$40.59
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BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.31	\$19.31
----------------------------	----------------	----------------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare		%	
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st. \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	<u>\$27.06</u> times	<u>34.65</u> % =
	\$9.38	\$14.06

D. TOTAL LABOR RATE (A + B + C) =	\$55.75	\$73.96
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E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature
Kyle Lawler
Project Manager
Print Title

Sworn before me

Notary Public

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	3/8/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Electrician
{T&M Only}Item No. _____		
{T&M Only}Employee Name: _____		REGULAR PREMIUM TIME BASE RATE BASE RATE
{T&M Only}Soc. Sec. No. _____		

A. WAGE RATE PER HOUR	\$33.00	\$49.50
-----------------------	----------------	----------------

BENEFITS	* (Identifies benefits paid directly to the Employee)	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.41	\$19.41
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security	(Up to the Maximum required by law.)	.0765	%
Medicare			%
Federal Unemployment	(Up to a Maximum of \$56.00 per Employee per year.)	.008	%
State Unemployment	(Up to 1st \$8,500 of base salary paid per Employee per year.)	.091	%
Workman's Compensation	Code: _____	.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$11.43	\$17.15
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All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee. **\$33.00** times **34.65** % =

D. TOTAL LABOR RATE (A + B + C) =	\$63.84	\$86.06
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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.

Casey Carpenter Sworn before me

Signature

Casey Carpenter

Project Manager

Print Title

Notary Public

CSI	Item Description	Takeoff Qty	Unit	Rate	Mat Price	Mat Total
13720065	Detection system, program and test function on damper	1.0	EA		78.00	78.00
13720065	Detection system, monitor module, excluding wires & conduits	1.0	EA		102.00	102.00
16070320	J hook support, small	4.0	EA		5.30	21.20
16120750	Fire alarm cable, FEP teflon, 150 volt, to 200 Deg.C, #14, 1 pair	0.6	Clf		68.33	41.00
16120750	Fire alarm cable, FEP teflon, 150 volt, to 200 Deg.C, #18, 1 pair	0.6	Clf		58.33	35.00
16136600	Outlet boxes, pressed steel, 4" square	2.0	EA		2.10	4.20
16136600	Outlet boxes, pressed steel, covers, blank, 4" square	2.0	EA		1.39	2.78
Grand Total						284.18

Item CSI	Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
13720065	Detection system, program and test function on damper	1.0	EA	Crew ELEC	3.0000	3.0
13720065	Detection system, smoke damper, duct type, excl. wires & conduit	1.0	EA	Crew ELEC	2.4930	2.5
13720065	Detection system, monitor module, excluding wires & conduits	1.0	EA	Crew ELEC	2.0056	2.0
16070320	J hook support, small	4.0	EA	Crew ELEC	0.1331	0.5
16120750	Fire alarm cable, FEP teflon, 150 volt, to 200 Deg.C, #14, 1 pair	0.6	Clf	Crew ELEC	1.1434	0.7
16120750	Fire alarm cable, FEP teflon, 150 volt, to 200 Deg.C, #18, 1 pair	0.6	Clf	Crew ELEC	1.0028	0.6
16136600	Outlet boxes, pressed steel, 4" square	2.0	EA	Crew ELEC	0.4030	0.8
16136600	Outlet boxes, pressed steel, covers, blank, 4" square	2.0	EA	Crew ELEC	0.1246	0.2
Grand Total						10.4

Item CSI Description	Takeoff Qty	Unit	Labor Mix	Labor Prod Unit	Labor Prod Unit	Labor \$/Unit	Labor Hours	Labor Rate	Labor Total
Sheetmetal- Labor	4.0	hour		1.0000	hour / hour		4.0		
Grand Total								4.0	

MC

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

16 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

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 – Labor and materials for the monitoring and control of the existing boiler

Labor:

Superintendent	
2 hrs. @ 62.67	125.34
15% OH & P	<u>18.80</u>
Subtotal	144.14

Subcontractor:

Siemens	2,980.00
5% OH & P	<u>149.00</u>
Subtotal	3,129.00

Grand Total \$3,273.14

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Kyle Lawler
Project Manager



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: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/16/2016</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) {T&M Only} Item No. _____ {T&M Only} Employee Name: _____ {T&M Only} Soc. Sec. No. _____	Trade: <u>Superintendent</u> REGULAR BASE RATE _____ PREMIUM TIME BASE RATE _____
---	---

A. WAGE RATE PER HOUR	\$31.79	\$47.69
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BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
----------------------------	----------------	----------------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$31.79 times	34.65 % =
	\$11.02	\$16.52

D. TOTAL LABOR RATE (A + B + C) =	\$62.67	\$84.07
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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.	
_____ <small>Signature</small> Kyle Lawler _____ <small>Print Title</small> Project Manager	Sworn before me _____ <small>Notary Public</small>

Robin Rozanski

From: Kyle Lawler [kyle@lawmanhc.com]
Sent: Tuesday, March 15, 2016 2:26 PM
To: robin@lawmanhc.com
Subject: FW: Watertown Arena Boiler Controls

Attachments: Watertown Arena - Existing Boiler - Add Controls - 031516-08494-0081 - Quotation.pdf



Watertown Arena -
Existing Boi...

Robin,

See attached proposal from Siemens for boiler controls add. I guess we just put markup on it?

Regards,

Kyle Lawler

Project Manager

Lawman Heating & Cooling Inc.

Office- 315.646.2919

Cell- 315.408.5232

From: Martin, Brian [mailto:brian.martin@siemens.com]
Sent: Tuesday, March 15, 2016 9:01 AM
To: Kyle Lawler <kyle@lawmanhc.com>
Cc: Hanni, Marty <marty.hanni@siemens.com>
Subject: Watertown Arena Boiler Controls

Kyle,

Please see attached. If approved, please sign and send back, and we will get it taken care of.

Thanks

Brian

This message and any attachments are solely for the use of intended recipients. The information contained herein may include trade secrets, protected health or personal information, privileged or otherwise confidential information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you are not an intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you have received this email in error, please contact the sender and delete the message and any attachment from your system. Thank you for your cooperation



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Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (*Name and address*):
City of Watertown 2015-025
245 Washington Street
Watertown, NY 13601

CHANGE ORDER NUMBER: 3-007
INITIATION DATE: 4/7/16

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (*Name and address*):
Lawman Heating & Cooling, Inc.
206 Ambrose Street
Sackets Harbor, NY 13685

PROJECT NUMBERS: 2015-025 /
CONTRACT DATE: April 6, 2015
CONTRACT FOR: 3 - Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:

- 1) Repair frozen water lines (4 leaks total) in the existing Pool locker room. - \$1,401.39
- 2) Install 1" copper waterline from the Mechanical Room to the Zamboni Room for R/O water. - \$8,216.31
- 3) Move ice resurfacers room water drops from the West wall to the East wall. - \$2,391.04
- 4) Add domestic water line to coffee makers at the Concession area. - \$432.77
- 5) Add for the reconnection of the gas service after National Grid changed the meter service. - \$962.76

The original Contract Sum was	\$	668,000.00
Net change by previously authorized Change Orders	\$	88,695.39
The Contract Sum prior to this Change Order was	\$	756,695.39
The Contract Sum will be increased by this Change Order in the amount of	\$	13,404.27
The new Contract Sum including this Change Order will be	\$	770,099.66

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land Surveyors, PC
CONSTRUCTION MANAGER (*Firm name*)
327 Mullin Street, Watertown, NY 13601
ADDRESS

Stantec Consulting
ARCHITECT (*Firm name*)
61 Commerical Street, Rochester, NY 14614
ADDRESS

BY (Signature)

(Typed name) **DATE:**

BY (Signature)

(Typed name) **DATE:**

Lawman Heating & Cooling, Inc.
CONTRACTOR (*Firm name*)
206 Ambrose Street, Sackets Harbor, NY 13685
ADDRESS

City of Watertown
OWNER (*Firm name*)
245 Washington Street, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name) **DATE:**

BY (Signature)

(Typed name) **DATE:**

OK PC

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

16 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

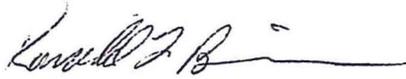
Additional T&M Work – Repair frozen water lines in existing pool locker room – 4 leaks total

Material:	
Pipe, fittings, etc.	379.02
Labor:	
Plumber	
14 hrs. @ 59.97	<u>839.58</u>
Subtotal	1,218.60
15% OH & P	<u>182.79</u>
Total	\$1,401.39

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	<u>LAWMAN HEATING & COOLING, INC</u>	Date:	<u>3/16/2016</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	\$29.79	\$44.69
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BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st. \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	<u>\$29.79</u> times	<u>34.65</u> % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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
Ron Brimmer

Project Manager

Notary Public

Sworn before me

BDC 125 (Sept 96) (Combines BDC 125 and BDC 273)

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0215

CUSTOMER NAME <u>Central Waterworks</u>		PHONE _____	DATE <u>2/19/16</u>
STREET _____		JOB NAME <u>Ice Arena</u>	JOB NUMBER _____
CITY _____	STATE _____	JOB ADDRESS _____	
EXISTING CONTRACT NO. _____		CITY _____	STATE _____

DESCRIPTION

Repair frozen water lines in existing pool locker room 4 leaks total

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
<u>Plumber</u>	<u>Jason Brainerd</u>				<u>2</u>	<u>8</u>		<u>10</u>		
<u>Plumber</u>	<u>Mike Reason</u>				<u>2</u>	<u>2</u>		<u>4</u>		

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
<u>2" P. Brass Plug</u>	<u>5</u>		
<u>2x1/2" Purple Tee</u>	<u>1</u>		
<u>1" P. Brass Elbow</u>	<u>2</u>		
<u>1/2" P. Brass Cap</u>	<u>4</u>		
<u>10' 1/2" Type L Copper</u>	<u>10</u>		
<u>10' 1/2" Type L Copper</u>	<u>10</u>		
<u>1" Purple Tee</u>	<u>2</u>		

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 2/19/16 Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By _____ (CONTRACTOR SIGNS HERE) Date _____

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Item CSI Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat .. Conv	Mat Link	Mat Total	Mat Supplier
15107420 Pipe, copper, tubing, solder, 1" diameter, type L, includes coupling & clevis hanger	10.0	LF		LF			74.00	
15107420 Pipe, copper, tubing, solder, 2" diameter, type L, includes coupling & clevis hanger	10.0	LF		LF			210.00	
15107460 Elbow, 90 Deg., copper, wrought, copper x copper, 1"	2.0	EA		EA			7.46	
15107460 Coupling, copper, wrought, copper x copper, 1"	2.0	EA		EA			4.10	
15107460 Coupling, copper, wrought, copper x copper, 2"	8.0	EA		EA			68.00	
15107460 Coupling, copper, wrought, copper x copper, concentric, reducing, 2"	1.0	EA		EA			13.50	
15107460 Cap, copper, wrought, copper x copper, 1/2"	4.0	EA		EA			1.96	

Grand Total

379.02

Item CSI Description	Takeoff Qty	Unit	Labor Mix	1	Labor Hours
Plumbers	14.0	hour		1	14.0
Grand Total					14.0

OK PC

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

16 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional T&M Work – Install 1" copper waterline from mechanical room to zamboni room for R/O water

Material:	
Pipe, fittings, etc.	3,718.14
Labor:	
Plumber	
48 hrs. @ 59.97	2,878.56
Insulator	
9 hrs. @ 60.80	<u>547.92</u>
Subtotal	7,144.62
15% OH & P	<u>1,071.69</u>
Total	\$8,216.31

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/16/2016</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>315/846-2919</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. _____	REGULAR BASE RATE
{T&M Only} Employee Name: _____	PREMIUM TIME BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$29.79	\$44.69
-----------------------	---------	---------

BENEFITS	* (* Identifies benefits paid) (directly to the Employee)	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$10.32	\$15.48
<input type="checkbox"/> All benefits are paid directly to Employee. <input checked="" type="checkbox"/> Only benefits identified by * above are paid directly to Employee.		
\$29.79 times 34.65 % =		

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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
Ron Brimmer
Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/16/2016</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>Insulator</u>
{T&M Only} Item No. _____	REGULAR BASE RATE
{T&M Only} Employee Name: _____	PREMIUM TIME BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$30.15	\$45.23
-----------------------	---------	---------

BENEFITS (* Identifies benefits paid directly to the Employee)	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$20.20	\$20.20
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (Up to the Maximum required by law.)	.0765	%
Medicare		%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)	.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)	.091	%
Workman's Compensation Code: _____	.170	%
Disability	.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$30.15	times 34.65 % =
	\$10.45	\$15.67

D. TOTAL LABOR RATE (A + B + C) =	\$60.80	\$81.10
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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
Ron Brimmer

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0216

CUSTOMER NAME <i>City of Watertown</i>		PHONE	DATE
STREET		JOB NAME <i>Ice Arena</i>	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY	STATE

DESCRIPTION

*Install A 1" Copper Waterline from Mech. Room
 To Zamboni Room for R/O water.*

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Plumber	<i>Jason Bummer</i>			8	8			16		
Plumber	<i>Mike Pearson</i>			8	8			16		
Plumber	<i>Chris Percole</i>			8	8			16		
insulator	<i>Eric Serow</i>	8		1				89		57 78 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
<i>SEE ATTACHED</i>			

LABOR TOTAL _____

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
(OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Item CSI Description	Takeoff Qty	Unit	Labor Mix	1	48.0	48.0
Plumber	48.0	hour				48.0
Insulator	9.0	hour				9.0
Grand Total						57.0

Item CSI Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat Conv	Mat Link	Mat Total	Mat Supplier
02210200 core drill, diamond, premium, 2 1/2" diameter	1.0	EA		EA			310.00	
15060300 Pipe hanger / support, adjustable clevis type band, carbon steel, for non-insulated p	20.0	EA		EA			12.40	
15060300 Pipe hanger / support, split ring, malleable iron, for non-insulated pipe, 1" pipe size	26.0	EA		EA			84.24	
15060300 Pipe hanger / support, split ring, malleable iron, for non-insulated pipe, 1-1/2" pipe s	5.0	EA		EA			24.45	
15060300 Pipe hanger / support, washer, flat steel, 3/8"	100.0	EA		EA			5.00	
15060300 Pipe hanger / support, nut, hex, steel, 3/8"	100.0	EA		EA			27.00	
15060300 Pipe hanger / support, rods, carbon steel, continuous thread, 3/8" thread size	100.0	LF		LF			24.00	
15060300 Pipe hanger / support, socket, rod end, 3/8" thread size, type number 16 per MSS-4	30.0	EA		EA			30.90	
15060300 Pipe / duct, hanger / support, anchor bolt, 3/8" dia., wire cable support system, Includ	200.0	EA		EA			234.00	
15080600 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass wit	275.0	LF		LF			286.00	
15080600 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass wit	75.0	LF		LF			84.00	
15080600 Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass wit	45.0	LF		LF			54.45	
15107420 Pipe, copper, tubing, solder, 1" diameter, type L, includes coupling & clevis hanger	200.0	LF		LF			1,480.00	
15107420 Pipe, copper, tubing, solder, 1-1/2" diameter, type L, includes coupling & clevis han	20.0	LF		LF			268.00	
15107460 Elbow, 90 Deg., copper, wrought, copper x copper, 1"	25.0	EA		EA			93.25	
15107460 Elbow, 45 Deg., copper, wrought, copper x copper, 1"	4.0	EA		EA			22.80	
15107460 Elbow, 45 ST Deg., copper, wrought, copper x copper, 1"	4.0	EA		EA			22.80	
15107460 Tee, copper, wrought, copper x copper, 1"	4.0	EA		EA			34.60	
15107460 Tee, copper, wrought, copper x copper, reducing on the outlet, 2"	1.0	EA		EA			23.00	
15107460 Coupling, copper, wrought, copper x copper, 1"	8.0	EA		EA			16.40	
15107460 Coupling, copper, wrought, copper x copper, concentric, reducing, 1"	2.0	EA		EA			7.62	
15107460 Coupling, copper, wrought, copper x copper, concentric, reducing, 1-1/4"	1.0	EA		EA			5.15	
15107460 Coupling, copper, wrought, copper x copper, concentric, reducing, 1-1/2"	1.0	EA		EA			8.30	
15107460 Coupling, copper, wrought, copper x copper, concentric, reducing, 1-1/2"	1.0	EA		EA			8.30	
15107460 Cap, copper, wrought, copper x copper, 3/4"	2.0	EA		EA			1.78	
15107460 Cap, copper, wrought, copper x copper, 1"	2.0	EA		EA			4.10	

Item CSI Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat.. Conv	Mat Link	Mat Total	Mat Supplier
15107460 Union, copper, wrought, copper x copper, 1"	2.0	EA		EA			31.50	
15107460 Adapter, copper, wrought, copper x male I.P.S., 1"	1.0	EA		EA			6.15	
15107460 Adapter, copper, wrought, copper x male I.P.S., 1"	1.0	EA		EA			6.15	
15107460 Adapter, copper, wrought, copper x male I.P.S., 1-1/4"	1.0	EA		EA			8.85	
15107460 Adapter, copper, wrought, copper x male I.P.S., 1-1/2"	2.0	EA		EA			22.00	
15107460 Adapter, copper, water service, flare joint, c x female pipe thread, 3/4", includes flare	2.0	EA		EA			46.00	
15107460 Adapter, copper, water service, flare joint, c x male pipe thread, 1", includes flare jo	1.0	EA		EA			35.50	
15110160 Valves, bronze, ball, threaded, 150 lb., 1"	4.0	EA		EA			79.40	
15110160 Valves, bronze, ball, threaded, 150 lb., 1"	3.0	EA		EA			59.55	
15110160 Valves, bronze, ball, threaded, 150 lb., 1-1/2"	2.0	EA		EA			54.00	
15110160 Valves, bronze, check, swing, regrinding disc, threaded, class 150, 1"	3.0	EA		EA			196.50	

Grand Total

3,718.14

PC

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

31 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional T&M Work – Move ice resurfacer room water drops from the west wall to the east wall

Material:	
Pipe, fittings, etc.	639.89
Labor:	
Plumber	
24 hrs. @ 59.97	<u>1,439.28</u>
Subtotal	2,079.17
15% OH & P	<u>311.87</u>
Total	\$2,391.04

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>	Date: <u>3/31/2016</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. _____	REGULAR BASE RATE
{T&M Only} Employee Name: _____	PREMIUM TIME BASE RATE
{T&M Only} Soc. Sec. No. _____	

A. WAGE RATE PER HOUR	\$29.79	\$44.69
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BENEFITS (* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$10.32	\$15.48
<input type="checkbox"/> All benefits are paid directly to Employee. <input type="checkbox"/> Only benefits identified by * above are paid directly to Employee. <u>\$29.79</u> times <u>34.65</u> % =		

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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
Ron Brimmer

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

Item Description	Takeoff Qty	Unit	Labor Mix	Labor Hours
Plumber	24.0	hour		24.0
Grand Total				24.0

Item CSI Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat Conv	Mat Link	Mat Total	Mat Supplier
15060300 Pipe hanger / support, split ring, malleable iron, for non-insulated pipe, 1" pipe size.	13.0	EA		EA			42.12	
15060300 Pipe hanger / support, split ring, malleable iron, for non-insulated pipe, 1-1/4" pipe s	6.0	EA		EA			24.18	
15060300 Deck Plates	20.0	EA		EA			20.60	
15060300 Pipe hanger / with nail, 1"x1 1/4" CTS	40.0	EA		EA			5.20	
15107420 Pipe, copper, tubing, solder, 1" diameter, type L, Includes coupling & clevis hanger	30.0	LF		LF			222.00	
15107420 Pipe, copper, tubing, solder, 1-1/4" diameter, type L, Includes coupling & clevis han	30.0	LF		LF			313.50	
15107460 Elbow, 90 Deg., copper, wrought, copper x copper, 1"	5.0	EA		EA			18.65	
15107460 Elbow, 90 Deg., copper, wrought, copper x copper, 1-1/4"	5.0	EA		EA			28.25	
15107460 Elbow, 45 Deg., copper, wrought, copper x copper, 1"	1.0	EA		EA			5.70	
15107460 Elbow, 45 Deg., copper, wrought, copper x copper, 1-1/4"	1.0	EA		EA			7.80	
15107460 Coupling, copper, wrought, copper x copper, 1"	1.0	EA		EA			2.05	
15107460 Coupling, copper, wrought, copper x copper, 1-1/4"	1.0	EA		EA			3.84	
Grand Total							693.89	

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
 206 Ambrose Street P.O. Box 599
 Sackets Harbor, New York 13685
 Phone: 315-646-2919 Fax: 315-646-2920

0086

CUSTOMER NAME <i>Watertown Ice Arena</i>		PHONE	DATE
STREET		JOB NAME	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY	STATE

DESCRIPTION

Move Ice Resurfacers Room Water Drops
 from the west wall to the east wall

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Plumber	Jason Brimmer		4	8				12		
Plumber	Doug McInney		4	8				12		

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
See	Attached		

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By *Jerry Coburn* _____ Date *10/13/15*
(CONTRACTOR SIGNS HERE)

Print Name *Larry Coburn* _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

PC

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

31 March 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional T&M Work – Add domestic water line to coffee makers at the concession area

Material:	
Pipe, fittings, etc.	136.45
Labor:	
Plumber	
4 hrs. @ 59.97	<u>239.88</u>
Subtotal	376.33
15% OH & P	<u>56.44</u>
Total	\$432.77

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	3/31/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETTS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Plumber / Pipefitter
{T&M Only} Item No. _____		
{T&M Only} Employee Name: _____	REGULAR	PREMIUM TIME
{T&M Only} Soc. Sec. No. _____	BASE RATE	BASE RATE

A. WAGE RATE PER HOUR	\$29.79	\$44.69
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BENEFITS (* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79	times 34.65 % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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
Ron Brimmer

Project Manager

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

Item CSI	Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat Conv	Mat Link	Mat Total	Mat Supplier
15060300	Pipe hanger / support, split ring, malleable iron, for non-insulated pipe, 1/2" pipe size	4.0	EA		EA			12.20	
15060300	Deck Plates	4.0	EA		EA			4.12	
15080600	Insulation, pipe covering (price copper tube one size less than I.P.S.), rubber tubing	50.0	LF		LF			22.00	
15107420	Pipe, copper, tubing, solder, 1/2" diameter, type L, includes coupling & clevis hange	20.0	LF		LF			68.20	
15107460	Elbow, 90 Deg., copper, wrought, copper x copper, 1/2"	6.0	EA		EA			4.08	
15107460	Tee, copper, wrought, copper x copper, 1/2"	2.0	EA		EA			2.30	
15110160	Valves, bronze, ball, threaded, 150 lb., 1/2"	1.0	EA		EA			9.55	
15410300	Faucets/fitings, water supply stops, polished chrome plate, angle, 1/2"	2.0	EA		EA			14.00	
Grand Total								136.45	

Item CSI Description	Takeoff Qty	Unit	Labor Mix	r	Labor Hours
Plumber	4.0	hour		#	4.0
Grand Total					4.0

ADDITIONAL WORK AUTHORIZATION

Lawman Heating & Cooling, Inc.
Sackets Harbor, New York 13685
Phone: 315-646-2919 Fax: 315-646-2920

0294

CUSTOMER NAME <i>Watertown Ice Arena</i>		PHONE	DATE <i>3/4/16</i>
STREET		JOB NAME	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY	STATE

DESCRIPTION

*Add Domestic water Line To coffee makers
at The Concession Area.*

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
<i>Plumber</i>	<i>Mike</i>					<i>4</i>		<i>4</i>		<i>4</i>

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
<i>20' - 1/2" L Copper Pipe</i>			
<i>6 1/2" Copper 90° Elbs</i>			
<i>2 1/2" Tees</i>			
<i>1 1/2" Copper Ball Valve</i>			
<i>2 - 1/2" x 3/8" Chrome Angle Stays</i>			

4 - 1/2" copper splitting hangers TOTAL MATERIAL/EQUIPMENT _____

4 - 1/2" Deck Plate hangers TOTAL LABOR _____

Add insulation TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
(OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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

07 April 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our revised price quote for all equipment, labor and materials for the following additional work:

Additional Work – Gas Termination (Temporary Gas)

Material:	
Fittings	597.31
Labor:	
Plumber	
4 hrs. @ 59.97	<u>239.88</u>
Subtotal	837.19
15% OH & P	<u>125.57</u>
Total`	\$962.76

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

[] Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	10/30/2015
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Plumber / Pipefitter	
{T&M Only} Item No. _____		REGULAR	PREMIUM TIME
{T&M Only} Employee Name: _____		BASE RATE	BASE RATE
{T&M Only} Soc. Sec. No. _____			

A. WAGE RATE PER HOUR	\$29.79	\$44.69
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BENEFITS (* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee. <input checked="" type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79 times	34.65 % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
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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
Ron Brimmer

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept'96) (Combines BDC 125 and BDC 275)

P R I C E Q U O T A T I O N
 VP Supply Corp - Syracuse
 6166 E. Molloy Road
 E. Syracuse, NY 13057
 315-425-6200

Page : 1

Printed At : 08:36:13 07 APR 2016

Quote Date 04/07/16	Quote No. 1870901	Quote Expiration Date 05/07/16	Writer CSP	Slsn 4	WH 5	
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Quoted To:LAWMANHTG

Ship To:LAWMANHTG

LAWMAN HEATING & COOLING INC PO BOX 599 SACKETS HARBOR NY 13685-0599
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LAWMAN HEATING & COOLING INC PO BOX 599 SACKETS HARBOR NY 13685-0599
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GAS TERMINATION ICE ARENA						
Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price	
1	4	G53-125 2 1/2" BOLT-PAK W/NON-ASB GASKE	8.000	EA	32.00	
2	2	612-212 2-1/2 FLGD LUBRIC.PLUG VL,200#	250.000	EA	500.00	
3	4	21/2CIBLDFLG 2 1/2" 125#CI BLIND FLANGE FF	16.328	EA	65.31	

Tax \$0.00
 Quotation Total \$597.31

Item CSI	Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat Conv	Mat Link	Mat Total	Mat Supplier
15107660	Flange, steel, cast iron, black, blind, 125 lb., 2-1/2" pip	4.0	EA		EA			100.00	
15110600	Valves, semi-steel, lubricated plug valve, flanged, 200	2.0	EA		EA			500.00	
Grand Total								600.00	

Material

Gas Termination Temples

Item Description	Takeoff Qty	Labor Unit Mix	Rate	Labor Hours
Labor	4.0	hour	#	4.0

Grand Total

4.0

Labor

Gas Termination (Temp Gas)



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address):*
City of Watertown 2015-025
245 Washington Street
Watertown, NY 13601

CHANGE ORDER NUMBER: 4-005
INITIATION DATE: 4/4/16

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR *(Name and address):*
Lawman Heating & Cooling, Inc.
206 Ambrose Street
Sackets Harbor, NY 13685

PROJECT NUMBERS: 2015-025 /
CONTRACT DATE: April 6, 2015
CONTRACT FOR: Electrical

THE CONTRACT IS CHANGED AS FOLLOWS:

- 1) Provide & Install three (3) exit lights for code compliance - \$964.02
- 2) Reroute the electric feed line for the AC - \$5,171.06
- 3) Provide & Install two (2) occupancy sensors on the upper mezzanine - \$835.16
- 4) Provide & Install additional telephone outlets in the Skate Rental Room and Access Control Cabinet - \$1,172.85

The original Contract Sum was	\$	976,000.00
Net change by previously authorized Change Orders	\$	-16,683.35
The Contract Sum prior to this Change Order was	\$	959,316.65
The Contract Sum will be increased by this Change Order in the amount of	\$	8,143.09
The new Contract Sum including this Change Order will be	\$	967,459.74

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Bernier, Carr & Associates, Engineers, Architects, & Land
Surveyors, PC

CONSTRUCTION MANAGER *(Firm name)*
327 Mullin Street, Watertown, NY 13601
ADDRESS

BY *(Signature)*

(Typed name) **DATE:**

Lawman Heating & Cooling, Inc.
CONTRACTOR *(Firm name)*
206 Ambrose Street, Sackets Harbor, NY 13685
ADDRESS

BY *(Signature)*

(Typed name) **DATE:**

Stantec Consulting

ARCHITECT *(Firm name)*
61 Commerical Street, Rochester, NY 14614
ADDRESS

BY *(Signature)*

(Typed name) **DATE:**

City of Watertown
OWNER *(Firm name)*
245 Washington Street, Watertown, NY 13601
ADDRESS

BY *(Signature)*

(Typed name) **DATE:**

OK EC

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

01 March 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Verbal Request – Provide and install three (3) Exit lights for code compliance

Materials:	
Lights,wire, etc.	263.72
Labor:	
Electricians	
9.0 hrs. @ 63.84	<u>574.56</u>
Subtotal	838.28
15% OH & P	<u>125.74</u>
Total	\$ 964.02

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Casey Carpenter
Project Manager

Item CSI	Description	Takeoff Qty	Unit	Rate	Mat Price	Mat Total
16120120	Metal clad cable, copper, steel clad, 600 volt, 2 wire, #12	0.5	Clf	55.50		27.75
16120900	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	1.5	Clf	15.70		23.55
16132210	Electric metallic tubing, 3/4" diameter, to 15' high, includes 11 couplings per 100'	50.0	LF	0.91		45.50
16136600	Outlet boxes, pressed steel, 4" square	4.0	EA	2.73		10.92
16530320	Exit lighting, LED standard, single face, ceiling or wall mount	3.0	EA	52.00		156.00
Grand Total						263.72

Item CSI	Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
16120120	Metal clad cable, copper, steel clad, 600 volt, 2 wire, #12	0.5	Clf	Crew ELEC	3.4864	1.7
16120900	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, in raceway	1.5	Clf	Crew ELEC	0.7310	1.1
16132210	Electric metallic tubing, 3/4" diameter, to 15' high, includes 11 couplings per 100'	50.0	LF	Crew ELEC	0.0317	1.6
16136600	Outlet boxes, pressed steel, 4" square	4.0	EA	Crew ELEC	0.4030	1.6
16530320	Exit lighting, LED standard, single face, ceiling or wall mount	3.0	EA	Crew ELEC	1.0028	3.0
Grand Total						9.0

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

04 April 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our revised price quote for all equipment, labor and materials for the following additional work:

Relocate AC Feeder - the feed for that unit will extend through the middle of the mezzanine if not relocated.

Materials:	
Wire, connectors, etc.	2,172.81
Labor:	
Electricians	
36.4 hrs. @ 63.84	<u>2,323.77</u>
Subtotal	4,496.58
15% OH & P	<u>674.48</u>
Total	\$5,171.06

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Casey Carpenter
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	4/4/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade: <u>Electrician</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	\$33.00	\$49.50
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BENEFITS (* Identifies benefits paid (directly to the Employee))	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.41	\$19.41
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PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$33.00	times 34.65 % =
	\$11.43	\$17.15

D. TOTAL LABOR RATE (A + B + C) =	\$63.84	\$86.06
-----------------------------------	---------	---------

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
Casey Carpenter

Project Manager

Sworn before me

Notary Public

Item CSI	Description	Takeoff Qty	Unit	Material	Mat Price	Mat Total
16120230	Split bolt connectors, tapped, #4	1.0	EA	7	4.41	4.41
16120230	Split bolt connectors, tapped, 4/0	4.0	EA	7	23.50	94.00
16120900	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, in raceway	1.0	Cif	7	103.00	103.00
16120900	Wire, copper, stranded, 600 volt, 4/0, type THWN-THHN, in raceway	4.0	Cif	7	400.00	1,600.00
16132205	Electric metallic tubing (EMT), 2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	70.0	LF	7	4.02	281.40
16136700	Pull boxes, sheet metal, type SC, 24" W x 24" H x 6" D, NEMA 1	1.0	EA	7	90.00	90.00
Grand Total						2,172.81

Item	CSI Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
16055300	Conduit, electric metallic tubing (EMT), 2" to 3" diameter, electrical demolition, remove conduit to 15' high, including fittings & hangers	70.0	LF	Crew ELEC	0.0339	2.4
16055300	Wire, THW-THWN-THHN, 4/0, electrical demolition, removed from in place conduit, to 15' high	4.0	Clf	Crew ELEC	0.7310	2.9
16120230	Split bolt connectors, tapped, #4	1.0	EA	Crew ELEC	0.6000	0.6
16120230	Split bolt connectors, tapped, 4/0	4.0	EA	Crew ELEC	1.2465	5.0
16120900	Wire, copper, stranded, 600 volt, #4, type THWN-THHN, in raceway	1.0	Clf	Crew ELEC	1.5089	1.5
16120900	Wire, copper, stranded, 600 volt, 4/0, type THWN-THHN, in raceway	4.0	Clf	Crew ELEC	3.6364	14.5
16132205	Electric metallic tubing (EMT), 2" diameter, to 15' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	70.0	LF	Crew ELEC	0.1003	7.0
16136700	Pull boxes, sheet metal, type SC, 24" W x 24" H x 6" D, NEMA 1	1.0	EA	Crew ELEC	2.4930	2.5

Grand Total

31.4

EC

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

29 March 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional Work – Provide and install two (2) additional occupancy sensors on the upper mezzanine for lighting control

Materials:	
Sensors,wire, etc.	260.20
Labor:	
Electricians	
7.3 hrs. @ 63.84	<u>466.03</u>
Subtotal	726.23
15% OH & P	<u>108.93</u>
Total	\$ 835.16

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Casey Carpenter
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	<u>LAWMAN HEATING & COOLING, INC</u>	Date:	<u>3/29/2016</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>Electrician</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	\$33.00	\$49.50
-----------------------	----------------	----------------

BENEFITS	* (* Identifies benefits paid) (directly to the Employee)	%	% per hour	\$ per hour	
Vacation & Holiday					
Health & Welfare					
Pension					
Annuity					
Education / Apprentice Training					
Supplemental Unemployment					
Security Fund					

B. TOTAL BENEFITS PER HOUR	\$19.41	\$19.41
----------------------------	----------------	----------------

PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (Up to the Maximum required by law.)	.0765	%
Medicare		%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)	.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)	.091	%
Workman's Compensation Code: _____	.170	%
Disability	.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR	\$11.43	\$17.15
---------------------------------------	----------------	----------------

All benefits are paid directly to Employee.

Only benefits identified by * above are paid directly to Employee. **\$33.00** times **34.65** % =

D. TOTAL LABOR RATE (A + B + C) =	\$63.84	\$86.06
-------------------------------------	----------------	----------------

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

Casey Carpenter
Project Manager

Notary Public

Sworn before me

Item CSI Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
16120750 Sensor cable, jacket plenum, twisted, #18-3 conductor	3.0	Clf	Crew ELEC	1.1434	3.4
16133600 Outlet boxes, pressed steel, 4" square	2.0	EA	Crew ELEC	0.4030	0.8
16680200 Lighting devices, occupancy sensors, passive infrared, ceiling mounted	2.0	EA	Crew ELEC	1.5689	3.1
Grand Total					7.3

1.3

Item CSI	Description	Takeoff Qty	Unit	Rate	Mat Price	Mat Total
16120750	Sensor cable, jacket plenum, twisted, #18-3 conductor	3.0	Clf		22.00	66.00
16136600	Outlet boxes, pressed steel, 4" square	2.0	EA		2.10	4.20
16580200	Lighting devices, occupancy sensors, passive infrared, ceiling mounted	2.0	EA		95.00	190.00
Grand Total						260.20

EC

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

29 March 2015

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #542 – Electric

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional Work – Provide and install additional telephone outlets to the skate rental room; and access control cabinet

Materials:	
Wire, jacks, etc.	183.57
Labor:	
Electricians	
13.1 hrs. @ 63.84	<u>836.30</u>
Subtotal	1,019.87
15% OH & P	<u>152.98</u>
Total	\$1,172.85

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Casey Carpenter
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	<u>LAWMAN HEATING & COOLING, INC</u>	Date:	<u>3/29/2016</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>Electrician</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	\$33.00	\$49.50
-----------------------	---------	---------

BENEFITS (* Identifies benefits paid) (directly to the Employee)	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.41	\$19.41
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare		%	
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$33.00	times 34.65 % =
	\$11.43	\$17.15

D. TOTAL LABOR RATE (A + B + C) =	\$63.84	\$86.06
-------------------------------------	---------	---------

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
Casey Carpenter

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sept96) (Combines BDC 125 and BDC 275)

Item CSI	Description	Takeoff Qty	Unit	Labor Mix	Labor Prod	Labor Hours
16133800	Surface raceway, metal, straight section, no. 700	10.0	LF	Crew ELEC	0.0800	0.8
16133800	Surface raceway, metal, switch boxes, no. 700	2.0	EA	Crew ELEC	0.4967	1.0
16710750	Voice/Data wall plate, plastic, 1 gang, 4-port, excl voice/data devices	2.0	EA	Crew ELEC	0.1115	0.2
16710750	Testing	1.0	EA	Crew ELEC	2.3000	2.3
16710750	Telephone jack, eight pins	2.0	EA	Crew ELEC	0.2502	0.5
16710750	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	4.5	Clf	Crew ELEC	1.8444	8.3
Grand Total						13.1

Item CSI	Description	Takeoff Qty	Unit	Rate	Mat Price	Mat Total
16133800	Surface raceway, metal, straight section, no. 700	10.0	LF		1.17	11.70
16133800	Surface raceway, metal, switch boxes, no. 700	2.0	EA		11.00	22.00
16710750	Voice/Data wall plate, plastic, 1 gang, 4-port, excl voice/data devices	2.0	EA		3.24	6.48
16710750	Testing	1.0	EA		6.10	6.10
16710750	Telephone jack, eight pins	2.0	EA		13.52	27.04
16710750	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 6	4.5	Clf		24.50	110.25
Grand Total						183.57

Res No. 8

April 12, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Supplemental No. 3 to Professional Services Agreement,
Stantec Consulting Services, Inc.

On July 15, 2013, City Council approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena. On March 17, 2014, City Council approved Supplemental No. 1 in the amount of not to exceed \$510,403 for detailed design and construction support services bringing the total contract amount to \$610,193.

On March 30, City Council approved Supplemental No. 2 to the Agreement for design work and testing not included in the original scope of work, as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade in the amount of \$78,000.

Stantec Consulting Services, Inc. has now submitted Supplemental No. 3 to the Agreement for additional design work not included in the original scope of work in the amount of \$6,260. As stated in City Engineer Justin Wood's attached report, this brings the total contract amount to \$694,453.

A Resolution is attached for City Council consideration. Approval of this Resolution is contingent upon approval of the Bond Ordinance Amendment in tonight's Council Agenda to cover the cost of this project.

RESOLUTION

Page 1 of 1

Approving Supplemental No. 3 for Watertown Municipal Arena Renovation Project, Professional Services Agreement, Stantec Consulting Services, Inc.

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

YEA	NAY

Introduced by

WHEREAS on July 15, 2013, the City Council of the City of Watertown approved the Professional Services Agreement with Stantec Consulting Services, Inc. in the amount of \$99,790 for the design of the rehabilitation of the Fairgrounds Municipal Arena, and

WHEREAS Supplemental No. 1 was approved by City Council on March 17, 2014 for detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project not to exceed the amount of \$510,403, and

WHEREAS on March 30, 2016, City Council approved Supplemental No. 2 in the amount of \$78,000 for design work and testing not included in the original scope of work as well as an upgrade to electrical service, hazardous material abatement design, and pool house renovations to meet ADA and building code requirements for the Fairgrounds Municipal Building Upgrade, and

WHEREAS Stantec Consulting Services Inc. has now submitted Supplemental No. 3 for design work not included in the original scope of work in the amount of \$6,260,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Supplemental No. 3, a copy of which is attached and made part of this Resolution, to the Professional Services Agreement with Stantec Consulting Services Inc., in the amount of \$6,260, bringing the total contract amount to \$694,453, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to execute the Supplemental No. 3 document on behalf of the City of Watertown.

Seconded by



Stantec Consulting Services Inc.
 61 Commercial Street, Suite 100
 Rochester NY 14614-1009
 Tel: (585) 475-1440
 Fax: (585) 272-1814

April 11, 2016

Mr. Justin Wood
 City of Watertown
 245 Washington Street
 Watertown, NY 13601

Dear Justin,

Reference: Watertown Municipal Arena - Additional Professional Services Proposal

As per your request Stantec has provided additional services regarding the addition of design work outside the scope of our original agreement. The following is a summary of these services and associated costs:

A. Deteriorated Column - \$2,185

During construction an existing wall was opened and revealed an existing column had webbing that was deteriorated. As per your request Stantec sent an engineer to the field to assess the condition. This engineer returned to the office and developed a solution to remedy this issue. The services included the following labor:

1/5/2016	744	Held II, Thomas J (Tom)	8 Hours
1/11/2016	744	Held II, Thomas J (Tom)	8 Hours
1/19/2016	325.5	Held II, Thomas J (Tom)	3.5 Hours
1/22/2016	372	Held II, Thomas J (Tom)	4 Hours

B. Concession Stand Kitchen Concept - \$4,075

At the request of the City Stantec developed potential options and costs associated with the buildout of the kitchen storage area into a fully-functional commercial kitchen. The services included in developing these concepts were as follows:

1/11/2016	342	Kesel, Raymond J (Ray)	3 Hours
1/15/2016	114	Kesel, Raymond J (Ray)	1 Hours
1/19/2016	114	Kesel, Raymond J (Ray)	1 Hours
1/20/2016	228	Kesel, Raymond J (Ray)	2 Hours
1/22/2016	114	Kesel, Raymond J (Ray)	1 Hours
1/25/2016	456	Kesel, Raymond J (Ray)	4 Hours
1/26/2016	456	Kesel, Raymond J (Ray)	4 Hours
1/27/2016	342	Kesel, Raymond J (Ray)	3 Hours
1/28/2016	342	Kesel, Raymond J (Ray)	3 Hours
1/8/2016	165	Pickett, Jeri A	1 Hours
1/12/2016	82.5	Pickett, Jeri A	0.5 Hours
1/22/2016	660	Pickett, Jeri A	4 Hours
1/26/2016	165	Pickett, Jeri A	1 Hours
1/27/2016	495	Pickett, Jeri A	3 Hours

This constitutes the additional services Stantec is seeking and totals **\$6,260**. Please let me know if this is acceptable to you. Thanks Justin.

Regards,

STANTEC CONSULTING SERVICES INC.

Jeri Pickett, P.E., LEED® AP
 Project Manager / Sr. Associate



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: April 11 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Fairgrounds Municipal Arena Upgrade, Supplemental #3 to the Agreement

Enclosed is a copy of Supplemental Agreement #3 to the professional services agreement with Stantec Consulting Services Inc. for City Council review and approval.

This supplemental agreement is requested to capture design work which was not included in the original scope of work. The letter dated April 11, 2016 from Stantec, provides a summary of those tasks, which total \$6,260.00.

Task A, Deteriorated Column - \$2,185; This was an owner directed Add Service Task to evaluate a deteriorated steel column, and design a repair detail.

Task B, Concession Stand Kitchen Concept - \$4,075; This was an owner directed Add Service Task to develop potential layouts and cost estimates for the concession stand upgrade for a fully functioning commercial kitchen.

The base agreement, which was for preliminary design and master planning, was approved on July 15, 2013 in the amount of \$99,790. Supplemental Agreement #1, which was created for the purposes of performing detailed design and construction support services for the Fairgrounds Municipal Building Upgrade Project, was approved on March 17, 2014 for the not to exceed amount of \$510,403. Approval of SA#3, for an additional amount of \$6,260 will bring the total contract amount to \$694,453.

cc: Amy Pastuf, Purchasing Agent
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller
File

Ord No. 1

April 11, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Included in tonight's agenda were change orders related to the Arena rehabilitation project. If the change orders were approved by City Council it must also consider the bond ordinance amendment to fund the change orders.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Supplemental agreement #1-2	588,403	
-Change order #3	<u>6,260</u>	\$ 694,453
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-9	192,209	
-Change order #10	<u>58,728</u>	6,518,937
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-3	(6,008)	
-Change order #4	<u>13,012</u>	1,236,004
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	\$668,000	
-Change orders #1-6	88,696	
-Change order #7	<u>13,404</u>	770,100
Lawman Heating & Cooling (Electrical)	976,000	
-Change order #1-4	(16,683)	
- Change order #5	<u>8,143</u>	967,460
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	<u>23,750</u>	173,750
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		26,000
Air monitoring		6,177
Geotech services and hazardous material testing		12,152
Miscellaneous (water valve, stone, roof pull test)		20,000
Bonding and contingency costs		<u>99,967</u>
Total Bond Ordinance		<u>\$ 10,700,000</u>

ORDINANCE

An Ordinance Amending the Ordinance Dated February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

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

YEA	NAY

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 April 19, 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 APRIL 19, 2016.

WHEREAS, by ordinance dated February 16, 2016, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,600,000 bonds of said City to pay the costs of the \$10,600,000 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 February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

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

YEA	NAY

Page 2 of 5

WHEREAS, said February 16, 2016 ordinance amended an original bond ordinance dated March 17, 2014, which had also been amended March 30, 2015, June 15, 2015 and September 21, 2015;

WHEREAS, \$10,000,000 principal amount of such obligations have been issued under such ordinance as amended as of February 16, 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 \$10,600,000 to \$10,700,000, in both instances an increase of \$100,000 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 February 16, 2016 authorizing the issuance of \$10,600,000 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 \$10,700,000 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, IN AND FOR SAID CITY.

“.....

ORDINANCE

An Ordinance Amending the Ordinance Dated February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

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

YEA	NAY

“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 \$10,700,000 bonds of said City pursuant to the provisions of the Local Finance Law.

“Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$10,700,000 and that the plan for the financing thereof is by the issuance of the \$10,700,000 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".

ORDINANCE

An Ordinance Amending the Ordinance Dated February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

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

YEA	NAY

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 _____

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 April 19, 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.

ORDINANCE

An Ordinance Amending the Ordinance Dated February 16, 2016, Authorizing the Issuance of \$10,600,000 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 \$10,700,000

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

YEA	NAY

Page 5 of 5

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

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 April _____, 2016.

City Clerk
(CORPORATE SEAL)

Local Law No. 1 of 2016

April 11, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Property Tax Cap Override Legislation

As the Proposed Fiscal Year 2016-17 property tax levy increase exceeds the allowable tax levy increase pursuant to General Municipal Law §3-c (the Property Tax Cap) a local law to override the limit would need to be approved prior to adoption of the FY 2016-17 General Fund budget.

Staff is recommending a public hearing be set for Monday, May 2nd at 7:30 p.m. to hear public comments.

LOCAL LAW

Page 1 of 2

A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

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

Total

YEA	NAY

Introduced by

A local law to override the tax levy limits established by New York General Municipal Law §3-c.

WHEREAS, the City Council of the City of Watertown desires to override the limit on the amount of real property taxes that may be levied by the City of Watertown pursuant to General Municipal Law §3-c, and to allow the City of Watertown to adopt a budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017 that requires a real property tax levy in excess of the “tax levy limit” as defined by General Municipal Law §3-c; and

WHEREAS, such override is authorized by the provisions of subdivision 5 of General Municipal Law §3-c, which expressly authorizes the City Council to override the tax limit by adoption of a local law approved by a vote of at least sixty percent (60%) of the City Council.

WHEREAS a public hearing on this was held on May 2, 2016, at 7:30 p.m. in the City Council Chambers;

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WATERTOWN, NEW YORK AS FOLLOWS:

Tax Levy Limit Override: The City Council of the City of Watertown, County of Jefferson is hereby authorized to adopt a budget for the fiscal year 2016-2017 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law §3-c.

Severability: If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, individual, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the

LOCAL LAW

Page 2 of 2

A Local Law overriding the tax levy limit established by New York General Municipal Law §3-c

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

YEA	NAY

controversy in which such judgment or order shall be rendered.

Effective Date: This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by

April 11, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Public Hearings for 2016-17 Operating Budgets and 2016-17 through
2020-21 Capital Budget

As part of the Budget review process, the City provides the public with an opportunity to voice their opinions about the Proposed Budgets, both Operating and Capital. Staff is recommending that the City Council make a motion to set Public Hearings on the Proposed Budgets as follows:

Monday, May 2, 2016

7:30 p.m. 2016-2017 Operating Budgets

7:30 p.m. 2016-17 through 2020-21 Capital Budget



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: April 5, 2016
To: Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks and Recreation
Subject: Request for Waiver of Fees for 2016 Career Jam

A request to waive fees for the 2016 Career Jam has been received by the City. The fees that Ms. Mayforth has requested to be waived are the rental of 175 chairs in the amount of \$175.00, the rental of 40 tables in the amount of \$160.00, the cost of 4 electrical hook-ups in the amount of \$100.00 and the rental of the multipurpose room for \$50.00. As Superintendent, I do not recommend waiving the above fees.


Jefferson-Lewis
Workforce Development Board
Bringing Jobs & People Together

1000 Coffeen Street
Watertown, New York 13601

Phone: (315) 782-9252
Fax: (315) 782-2073

April 4, 2016

Watertown City Council
245 Washington Street
Watertown, NY 13601

Dear Council Members,

We are once again holding Career Jam at the Watertown Fairgrounds Arena. For those new to the council, this event is a one-day hands-on career exploration experience for 8th and 9th grade students in Jefferson and Lewis Counties. We last held this event in September 2014, and it was a huge success. Creating this hands-on event engages students as well as encourages them to look at different sectors and areas of study relevant to where we live. Exhibitors and educators will speak to students about different industries, providing them with valuable information as they decide what careers and education to pursue. Career Jam will be held on May 19th this year, with approximately 2100 students from 22 schools participating, including public and parochial students from Watertown.

We fully understand the need to charge full price for the use of the arena as the remodel was quite the expense for the city. However, as this is a non-profit event funded by donations and geared towards our future generations, we are hoping you will consider a monetary break on the charges for the use of the tables and chairs, as well as the electricity for our outdoor vendors. It would be wonderful if you would also waive the fee for the small room we will be utilizing that morning to supply coffee and pastries to the vendors and volunteers who are donating their time to be at this important event.

We appreciate your consideration of our request, and we would love to see all of the council members at this community event.

Sincerely,



Cheryl Mayforth
Executive Director
Jefferson-Lewis Workforce Development Board

April 14, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Fiscal Year 2016-2017 Proposed Budget

The Fiscal Year 2016-2017 Proposed Budget has been released. I recommend Council schedule Work Sessions in May to begin review in detail.