

**CITY OF WATERTOWN, NEW YORK**  
**REVISED AGENDA**  
**Monday, July 1, 2019**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, July 1, 2019, 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**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- Resolution No. 1 - Approving Pivot Employee Assistance Services Contract
- Resolution No. 2 - Approving the 2019 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area
- Resolution No. 3 - Accepting Proposal for Worker's Compensation and Claims Administration Services, General Municipal Law 207a and 207c, TRIAD Group
- Resolution No. 4 - Approving Agreement Between the City of Watertown and the Thompson Park Conservancy
- Resolution No. 5 - Approving Change Order No. 1 – Huntington Street Sidewalk Construction CDBG Phase 3-4, Concrete Slipform, Inc.
- Resolution No. 6 - Approving Settlement Agreement & Mutual Release Regarding 173 East Main Street, Parcel No. 3-03-304.000
- Resolution No. 7 - Accepting Bid for Janitorial Services for DPW, NSI Clean Worldwide Inc.

Resolution No. 8 - Accepting Bid for Janitorial Services for Citibus,  
C&T Cleaning Services

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

**OLD BUSINESS**

Laid Over Under the Rules Ordinance Amending City Municipal Code § 293,  
Vehicles and Traffic, East Tower Square & Tower  
Square

**STAFF REPORTS**

**NEW BUSINESS**

**EXECUTIVE SESSION**

1. To discuss proposed, pending or current litigation.

**WORK SESSION**

Next Work Session is scheduled for Monday, July 8, 2019, at 7:00 p.m.

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
JULY 15, 2018.**

Res No. 1

June 25, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Approving Pivot Employee Services Contract

Attached for City Council consideration is a resolution approving a Services Agreement between the City of Watertown and Pivot, 167 Polk Street, Watertown, New York. This Agreement will provide the City's approximately 350 employees and their family members with access to a program designed to help individuals deal with problems affecting their jobs and quality of life.

Pivot will provide DOT and FTA approved training for employees and supervisors and serve as the City's Substance Abuse Professional for FTA purposes.

An effective Pivot program is a crucial management tool and is available to assist City employees and their family members with a wide range of situations, such as substance abuse and addiction, job loss in the family, financial difficulties, home ownership, and stress in the home or workplace. When these or similar situations are occurring, they often end up impacting every aspect of an employee's life and will ultimately decrease productivity in the workplace and negatively affect the overall health and well-being of City employees.

The rate for services under the proposed Agreement is \$20.98 per employee for the 12 month agreement, which represents the same fee schedule as last year. Attached for Council consideration is a resolution approving this Agreement.

# RESOLUTION

Page 1 of 1

Approving Pivot Employee Assistance Services Contract

***Introduced by***

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Henry J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS Employee Assistance Programs are designed to assist employees and their families with difficult issues related to finances, stress at home and in the workplace, substance abuse, and other issues related to the well-being of employees, and

WHEREAS an Employee Assistance Program is an effective and supportive management tool aimed at helping employees cope with life’s many challenges, and

WHEREAS the City wishes to provide such a program for its employees and their families in compliance with NYS DOT and FTA requirements, and

WHEREAS the City of Watertown wishes to enter into a Service Agreement with Pivot, 167 Polk Street, Watertown, New York, for one year,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Pivot Employee Assistance Services Contract between the City of Watertown and Pivot (formerly Northern Employee Assistance Services), a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager is hereby authorized and directed to execute the Contract on behalf of the City.

***Seconded by***



A New Direction

167 Polk Street, Suite 320 • Watertown, NY 13601

**Prevention & Health Services**

Office: 315-788-4660

Fax: 315-788-4922

[www.pivot2health.com](http://www.pivot2health.com)

**Employee Assistance Services**

Watertown Office: 315-788-4790

Ogdensburg Office: 315-713-4861

Toll Free: 1-877-327-6327

[www.pivot2eap.com](http://www.pivot2eap.com)

PIVOT EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Pivot (formerly Northern Employee Assistance Services) and **City of Watertown**, Watertown, New York. This agreement shall be in effect from **July 1, 2019 to June 30, 2020** or until cancelled by either party upon 60 days written notice to the other party.

Pivot (hereinafter referred to as the Provider) will provide the following services to **City of Watertown**, (hereinafter referred to as the Municipality):

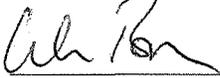
1. The Provider will consult with the Municipality and the advisory committee regarding continuing program development.
2. The Provider will assist the Municipality in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Municipality will receive the following free trainings: Workplace Violence, Sexual Harassment, The Right to Know and DOT/FTA. All other trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Municipality program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Municipality when appropriate with respect to the Pivot Employee Assistance Services.
8. The Provider will assist the Municipality with any program evaluation efforts for the purpose of ongoing program development and justification.



9. The Provider will provide Substance Abuse Professional Services in accordance with Department of Transportation regulations. The Provider will also provide Drug Free Awareness Program in compliance with FTA standards.

The cost of said Pivot Employee Assistance Services for the specified period, based on **348 employees at \$20.98 per capita is \$7,300**, payable in full or \_\_\_\_\_ parts. If the number of employees is incorrect, please make any necessary adjustments and initial the changes.

Pivot



Date 6/5/19

William W. Bowman, Executive Director

City of Watertown

Date \_\_\_\_\_

~~Bradford J. Minnick~~, City Manager

Richard M. Finn

Res No. 2

July 1, 2019

To: The Honorable Mayor and City Council

From: Richard M. Finn, City Manager 

Subject: Approving the 2019 Youth & Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Workforce Development Area

The City of Watertown would once again like to participate in the Jefferson County Summer Youth & Young Adult Employment Training Program. The Jefferson County Department of Employment and Training will be the employer and, as such, will pay the wages and fringe benefits of the youths employed under this program.

A copy of the Agreement between the City and the Jefferson-Lewis Workforce Development Area is attached for City Council review. A resolution has been prepared for City Council consideration that authorizes the City's participation in the 2019 Summer Youth & Young Adult Employment and Training Program.

**RESOLUTION**

Page 1 of 1

Approving the 2019 Youth and Young Adult Employment Training Program Contract Between the City of Watertown and the Jefferson-Lewis Local Workforce Development Area

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

WHEREAS the Jefferson County Department of Employment and Training and the Jefferson-Lewis Local Workforce Development Area would once again like to partner with the City of Watertown for the Summer Youth & Young Adult Employment Training Program, and

WHEREAS various departments of the City of Watertown can provide training opportunities for young people of the community, and

WHEREAS the City and Jefferson County Department of Employment and Training have cooperated in past years with this same program,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the City’s participation in the 2019 Summer Youth & Young Adult Employment Training Program, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Youth & Young Adult Employment Training Program Contract on behalf of the City of Watertown.

***Seconded by***

# YOUTH & YOUNG ADULT EMPLOYMENT TRAINING PROGRAM

## CONTRACT

Between the following parties:

**Jefferson-Lewis Local Workforce Development Area**  
(hereinafter referred to as **WORKFORCE DEVELOPMENT AREA**)

AND

City of Watertown  
245 Washington St.  
Watertown, NY 13601

(hereinafter referred to as **WORKSITE**)

The parties agree that:

This agreement shall take effect on 07/01/2019 and terminate on 06/30/2020.

In return for the **WORKSITE** providing work experience for youth in a manner consistent with the terms and conditions herein contained, the **WORKFORCE DEVELOPMENT AREA** will pay the wages and fringe benefits of such employed youth and young adults. This agreement can be modified only by another written agreement if circumstances warrant.

**FOR THE WORKFORCE DEVELOPMENT  
AREA**

**FOR THE WORKSITE**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
CHERYL A. MAYFORTH, DIRECTOR

\_\_\_\_\_  
Richard M. Finn, City Manager

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Name and Title**

The **WORKSITE** will comply with the requirements of the **Workforce Innovation and Opportunity Act of 2014 (WIOA)** and the regulations and policies promulgated thereunder.

These requirements include, but are not limited to the following matters:

The **WORKSITE** must:

1. Permit participants to begin work only with prior approval from the **WORKFORCE DEVELOPMENT AREA**.
2. Inform participants of supervisor's name, role, and responsibilities and provide youth the opportunity to relate any problems that might arise.
3. Provide contingency plan for inclement weather when Worksites are outdoors.
4. Notify the **WORKFORCE DEVELOPMENT AREA** within 24 hours of any accidents, special situations, or unusual occurrences.
5. Evaluate each participant with regard to performance as agreed upon by the **WORKFORCE DEVELOPMENT AREA**.
6. Avoid personal and organizational conflict of interest.
7. Avoid paying or receiving kickbacks.
8. Maintain accurate financial and statistical records that are easily traceable to source documents.
9. Prohibit the charging of a fee to a participant for the referral to a job or placement in a job.
10. Avoid nepotism.
11. Avoid political patronage, lobbying or political activities.
12. Avoid involvement with religious or anti-religious activities.
13. Avoid prompting or opposing unionization and avoid employment of a participant in a place involved in a work stoppage.
14. Avoid Maintenance of Effort, meaning that no funds will be used to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act.
15. Avoid the theft or embezzlement of WIOA funds, improper inducement for employment or contracts, and obstruction of investigation under the Act, its regulations or local policies.
16. Maintain sufficient, auditable and adequate records which support all expenditures under the Act for a period of not less than 3 years after the close of the grant of funds.

17. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to review and monitor any and all worksite activity, and program related records on a regular basis. Therefore, the **WORKSITE** will allow the **WORKFORCE DEVELOPMENT AREA** to have unrestricted access to program related forms or documents whether or not they are **WORKFORCE DEVELOPMENT AREA** forms or **WORKSITE** forms of any source or nature; and the unrestricted right to review worksite activity, with or without prior notification. Furthermore, the **WORKFORCE DEVELOPMENT AREA** has the right to make inquiries to and procure information from **WORKSITE** non-WIOA and WIOA employees for the purpose of monitoring and evaluating program operation.
18. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to have sole control over the intake, eligibility determination and verification of all participants under this agreement.
19. Recognize the **WORKFORCE DEVELOPMENT AREA'S** mandated obligation to provide counseling services for all participants so as to improve their employability. To meet this requirement, the **WORKSITE** will allow private consultation and unrestricted observation of participants during participant working hours by counselors. As part of the effort to improve employability to participants, it may be necessary from time to time to allow participants time off during working hours, for a length of time decided by the **WORKFORCE DEVELOPMENT AREA** for workshops, assessment, training, job searches or other related activities. These activities will be permitted and encouraged by the **WORKSITE**. The **WORKFORCE DEVELOPMENT AREA** will also ensure that each participant has proper working papers, if required.
20. Recognize the **WORKFORCE DEVELOPMENT AREA'S** requirement to provide remediation to all program enrollees found deficient in educational skill areas (i.e.-math, reading), as determined by the **WORKFORCE DEVELOPMENT AREA**. As part of the mandate to provide remediation, the **WORKSITE** shall encourage/promote the attendance of youth at the scheduled classes, and not permit the youth to work when he/she should be attending class. Should the youth attend work instead of class, this will be considered as an absence, and not subject to payment of wages for the unauthorized attendance at the worksite. As such, potential liability coverage for the unauthorized attendance and wages may not be allowable under existing workman's compensation coverage provided to program enrollees, thereby making the worksite liable in a case of on-site injury during unauthorized work time.
21. Recognize that the government, all levels, is committed to carry out Affirmative Action to assure equal employment opportunities for all individuals in the labor force.

The County of Jefferson has a commitment to the spirit and intent of Affirmative Action in the operation of the WIOA program. The policy of the United States government on Affirmative Action will be employed in the Jefferson County WIOA program and is stated as follows:

"No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment if the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Act."

The Jefferson County Department of Employment and Training (The WorkPlace) will require all agencies participating in the WIOA program to comply with the intent of Affirmative Action.

22. Recognize that the **WORKFORCE DEVELOPMENT AREA** has full responsibility and authority to operate the complaint and grievance procedures. The grievance procedure will be utilized for any complaint procedure alleging a violation of the Act, regulations, grant, or any other agreement under the Act.
23. Recognize that the **WORKFORCE DEVELOPMENT AREA** shall determine participant time limitation for activities on this program. The **WORKSITE** will immediately inform the **WORKFORCE DEVELOPMENT AREA** of discretionary leaves of absences that might affect participant time limitations. Such leaves of absences are subject to the approval of the **WORKFORCE DEVELOPMENT AREA**.
24. Conform to the policies of the **WORKFORCE DEVELOPMENT AREA**, which is responsible for implementation of the federal job training regulations and other state policies which the **WORKFORCE DEVELOPMENT AREA** may be required or may at its discretion put into effect.
25. Permit the **WORKFORCE DEVELOPMENT AREA** to issue press releases regarding WIOA activities when in the **WORKFORCE DEVELOPMENT AREA**'s sole discretion it is advisable. The **WORKSITE** must consult with and receive **WORKFORCE DEVELOPMENT AREA**'s approval prior to the issuance of press releases on any activity involving WIOA participants.
26. Notify the **WORKFORCE DEVELOPMENT AREA** immediately of any change in participant's status.
27. Provide adequate on-site supervision for each participant which means that there will be at least one supervisor for every five participants and that a substitute supervisor will be available during the absence of the regular supervisor.
28. Provide sufficient work to occupy participants during working hours including adequate equipment and materials for participants to perform those duties.
29. Provide a safe and healthy working environment and adhere to the provisions of the state child labor laws and applicable federal rules and laws.
30. Provide potential supervisors with sufficient time in order that all immediate worksite supervisor(s) receive orientation as to their duties and responsibilities to the Youth and Young Adult Employment Training Program.
31. Comply with the **WORKFORCE DEVELOPMENT AREA** policy concerning the completion of time sheets and the reporting of attendance as has been detailed by the initial worksite interview and work supervisor orientation. This includes, but is not limited to, the assurance that participants will not be paid for unexcused absences, unworked hours or for solely recreational activities.
32. By approving this agreement, the **WORKSITE** certifies the participants of the Youth and Young Adult Employment Training Program is not displacing any currently employed worker, and no individuals are on layoff status from the same job title or substantially equivalent job task which a participant shall be employed in. This also certifies the **WORKSITE** has not terminated the

employment of any regular employee or otherwise reduced the size of the agency workforce for the purpose of filling the vacancy created by hiring a participant.

33. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide orientation to participants on program purposes, policies, and procedures.
34. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide the **WORKSITE** with instructions and procedure forms.
35. Recognize the **WORKFORCE DEVELOPMENT AREA**'s requirement to provide Labor Market Orientation, Career Exposure Activities, Counseling, and Supportive Services to the participant.
36. Recognize the **WORKFORCE DEVELOPMENT AREA** is to be considered the employer and provide workman's compensation, social security, federal and state income tax. Payroll checks will be mailed on a bi-weekly basis.
37. Recognize that the performance of work under this agreement may be terminated by the **WORKFORCE DEVELOPMENT AREA** when, for any reason, it is determined that such termination is in the best interest of the program or when it has been determined that the **WORKSITE** has failed to provide any of the services specified or to comply with any of the provisions contained in the agreement. The agreement is contingent upon the availability of funding from the New York State Department of Labor. In the event such funding is terminated, the **WORKFORCE DEVELOPMENT AREA** reserves the right to terminate this agreement prior to the scheduled determination date.
38. Recognize that trainees will not be terminated without prior notice to the trainee and the **WORKFORCE DEVELOPMENT AREA**, with reasonable opportunity for correction or improvement of performance. This may include, but is not limited to, sub-standard or unsatisfactory progress or conduct.
39. Agree to maintain the confidentiality of any information regarding workers and/or applicants or their families, which may be obtained through application form, interviews, tests, reports from public agencies or counselors, or any other source.

40. Signing of this agreement certifies agency compliance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities, published as Part VII of the May 26, 1988 Federal Register.

Executive Order 12549 states:

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

\*Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

\*Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

\*Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated the above paragraphs of this certification; and

\*Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

Complete instructions for certification regarding debarment, suspension, and other responsibility matters are available through the Jefferson County Department of Employment and Training (The WorkPlace).

41. The **WORKSITE** certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Employer's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the work place;
    - ii. The Employer's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug violations occurring in the work place;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later five calendar days after such conviction;
- (e) Notify the Jefferson County Department of Employment and Training in writing, within ten calendar days after receiving notice under paragraph (d)(ii.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- (f) Taking one of the following action within 30 calendar days of receiving notice under paragraph (d)(ii.), with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Res No. 3

July 1, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting proposal for Workers' Comp 207a and 207c

The City's Purchasing Department issued an RFP in April 2019 for a Claims Administrator to (1) service Workers' Compensation claims on behalf of the City arising out of our facilities that are located in and around the City of Watertown, and (2) service General Municipal Law Section 207a and 207c claims on behalf of the City arising from the activities of our Police and Fire Departments located in and around the City of Watertown.

Completed proposals were submitted by three carriers. As noted in Human Resource Manager Matthew Roy's attached report, a committee was formed to examine all aspects of each proposal and to interview each prospective agency. It is the consensus of this committee to accept the proposal from Triad Group, 400 Jordan Road, Troy, New York.

A resolution has been prepared for City Council consideration authorizing a three (3) year Agreement with the ability to renew for two additional one-year terms for the provision of Workers' Compensation claims administration for employees of the City of Watertown, along with administration of claims under General Municipal Law 207a and 207c.

Attached for Council consideration is a resolution accepting this proposal from the Triad Group.

# RESOLUTION

Page 1 of 1

Accepting Proposal for Worker's Compensation and Claims Administration Services, General Municipal Law 207a and 207c, TRIAD Group

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

***Introduced by***

Total .....

YEA	NAY

WHEREAS the City of Watertown is a municipal government which operates facilities in and around said City, and

WHEREAS City employees, Police and Fire personnel work in these facilities in and around the City, and

WHEREAS the City of Watertown requires claims administration services for the City's Workers' Compensation claims arising at our facilities, and

WHEREAS the City of Watertown also requires claims administration services for the City's General Municipal Law 207a and 207c claims arising at our facilities and had issued a Request for Proposals for same, and

WHEREAS three proposals were submitted and reviewed by a committee to examine all aspects of each proposal and to interview each prospective agency,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the proposal for Workers' Compensation and General Municipal Law Section 207a and 207c Claims Administration Services with the Triad Group, 400 Jordan Road, Troy, New York, for three years through July 31, 2022 with the ability for the City Manager to renew for two additional one-year terms, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to execute the contract on behalf of the City.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

## HUMAN RESOURCES OFFICE

SUITE 205, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601

Tel: (315) 785-7755

E-Mail: [mroy@watertown-ny.gov](mailto:mroy@watertown-ny.gov)

To: Richard M. Finn  
City Manager

From: Matthew Roy  
HR Manager

Re: Workers Comp & 207-a/c RFP

Date: June 19, 2019

For the past 3 months, in conjunction with the Purchasing Department, my office has been engaged in a request for proposals for the administration of the City's Workers' Compensation and 207-a/c plans. Work on the RFP began in early March. In mid-April the RFP was advertised in the Watertown Daily Times, BidNet, and sent directly to 4 carriers; including the incumbent UMR (formerly POMCO).

In all, 3 vendors responded with proposals which were opened in mid-May. In late May, all 3 vendors were invited to give presentations to the City's selection committee which consisted of City Attorney Robert Slye, safety consultant Pat Salvador, and me. Following presentations, the committee unanimously decided that it would be in the City's best interest to change carriers from UMR to the Triad Group. This recommendation was based on the following:

- Cost
- Triad's specialization in administering 207-a/c claims
- Triads' superior presentation
- Triad's customer service focused business model
- Triad's exemplary references

As in the past, this RFP was proposed as a 3 year agreement with the option to renew for 2-1 year extensions. Triad's fee proposal is \$11,500 less than the incumbent and remains flat for the 2<sup>nd</sup> year. The increase in fees for year 3 is just over 2%. While Triad was not ultimately the least expensive vendor to respond, we feel that they are the best fit for the City of Watertown.

A contract from Triad was received in early June and has been reviewed by myself and the City Attorney. I ask that you please place an agenda item on the July 1, 2019 City Council meeting for approval of this contract. I will be in attendance at the meeting should any questions arise.

THIS AGREEMENT executed on the 1<sup>st</sup> Day of August, is made between the City of Watertown a with its principal office located at 245 Washington Street Watertown, NY 13601(hereinafter Watertown) and TRIAD GROUP, L.L.C, having its office at 400 Jordan Road, Troy NY 12180 (hereinafter TRIAD).

#### **Article 1. Term and Termination**

- 1.1. The initial term of this agreement shall be 12:01 a.m. August 1, 2019 through 11:59 p.m. July 31, 2022. The City has the option to renew this agreement for two additional one-year terms at a fee agreeable by both parties for a final total possible term ending 11:59 p.m. July 31, 2024.
- 1.2. The City shall notify Triad no less than 30 days prior to the end of the initial term and any successive term of its intent to not renew this contract. If the CITY does not notify Triad of its intent to non-renew, the contract shall automatically renew for another one-year term, subject to the limitation of terms in preceding paragraph.
- 1.3. Following the initial term, either party may terminate this agreement for its convenience with no less than ninety (90) days-notice to the other party of its intent to terminate.
- 1.4. Following ten (10) days' notice to the other party and an opportunity to cure within those ten days either party may terminate this agreement at any time for a material breach of this agreement.
- 1.5. CITY may immediately terminate this agreement
  - 1.5.1. Upon the insolvency of Triad including commencement of involuntary bankruptcy proceedings against Triad.
  - 1.5.2. Failure of Triad to maintain any required license in good standing
  - 1.5.3. Any incident of employee theft or dishonesty (as those terms are defined by standard NY issued bonds to cover such acts) by any employee of Triad if the City is not made whole by Triad or it's insurance carrier
  - 1.5.4. Any audit finding that identifies material inconsistencies in Triad recordkeeping.

- 1.5.5. Failure to maintain any of the insurance or bonds as required by this agreement.
- 1.5.6. Upon the CITY ceasing the operation of its self-insured program for New York State Workers' Compensation
- 1.6. Upon any termination of this agreement, for any reason, all files shall be returned to CITY or its agent/designee at its specific instance and request. Any electronic data conversion shall be at the sole expense of the CITY, other than Triad's expense for providing any such electronic data in a standard computer readable format.
- 1.7. At the conclusion of this Agreement, all files shall be returned to CITY or its agent/designee at its specific instance and request. Any electronic data conversion shall be at the sole expense of the CITY, other than Triad's expense for providing any such electronic data in a standard computer readable format.
- 1.8. The rights and obligations imposed upon TRIAD by this Agreement shall thereupon cease, other than its obligations to submit to an audit at the CITY's time and expense. Such right of audit shall continue for a period of one year following the termination of this agreement.
- 1.9. Prior to the turnover of any paper files and required electronic records TRIAD will submit a final accounting of services rendered and the delineation of any fees due and owing.

## **Article 2. Definitions**

As used in this Service Agreement, the following terms shall have the following meanings:

- 2.1. "Adjust" or "Adjustment": Process of investigation, evaluation and disposition of claims alleging work-related injury, damage, disease or loss.
- 2.2. "Allocated Loss Expense": Fees for services payable by the Client to third parties including, but not limited to:
  - 2.2.1. Service of process;
  - 2.2.2. Fees to attorneys for the institution or prosecution of any subrogation recovery or contribution action;

- 2.2.3. Fees to attorneys and licensed representatives for services in connection with any Workers' Compensation proceedings or Workers' Compensation Appeal Board actions or as awarded by the Workers' Compensation Board;
  - 2.2.4. Fees to physicians and surgeons, laboratories, clinics and hospitals for examination or treatment of employees;
  - 2.2.5. The cost of surveillance;
  - 2.2.6. The cost of employing experts for the purpose of appraisals, survey, map preparation, diagrams, chemical or physical analysis or the solicitation of expert advice or opinions in involved chemical, physical or legal questions;
  - 2.2.7. The cost of copies of transcripts or proceedings;
  - 2.2.8. The cost of depositions and court reporter or recorded statements and other similar costs and expenses.
  - 2.2.9. The cost of copying of hospital and medical records
  - 2.2.10. The cost of Medicare Set Aside agreements
- 2.3. "Claim": Any incident that could, in Triad's judgment, result in the Client's legal obligation to pay benefits pursuant to the applicable statutory scheme of benefits and for which Triad has received a report from the client. Claim shall also include any fee paid at the direction of the Client that, in Triad's judgment, the Client is not legally obligated to pay.
- 2.4. "Client Adjustment File": Documentation of claim adjustment process from any single incident involving one or more claimants and containing all relevant activity records including notices, investigations, evaluation and payments.
- 2.5. "Reserve": The monetary evaluation (including an evaluation of zero dollars) as established by Triad of the Client's total financial exposure on any claim or incident. The subcategories of Reserve shall be at least: Indemnity, Medical and Expense.
- 2.6. "Third Party" shall mean any person, partnership, corporation or other legal entity except Triad, attorneys under contract with Client and Client's employees.

### **Article 3. Services Provided**

Subject to all other terms and conditions of this service agreement, Triad shall use its best efforts, consistent with the level of professionalism and skill from other similarly situated professional organizations or individuals providing such services to provide the following services:

- 3.1. **Claim Adjustment:** As set forth and limited in Schedule I of this Service Agreement, Triad shall review claims against the Client, conduct appropriate investigations of such claims, secure necessary claims-related services on behalf of the Client, recommend, negotiate and adjust settlement of claims within the settlement authority limits established by the Client and provide to the Client reports and claims transactions summaries.
- 3.2. **Claim Fund:** The payment of claims and expenses (other than Triad's administrative fees) by Triad shall be made from a claim payment account funded by the Client. Unless otherwise directed by the client, this payment procedure includes settlement of claims. Whenever the schedule of services provides for "payment," such payment shall be made on behalf of Client with Client funds.
- 3.3. **Standard Reporting:** Triad shall collect, receive and store in Client's claim exposure and other necessary data and will organize such data in reports to provide risk management information. The types and distribution of such reports shall be as agreed between the Client and Triad as described in Schedules I, II and III of this Service Agreement or in the Client Handling Instructions.

#### **Article 4. Risk Data Reporting**

The risk data obtained and received by Triad will be processed into risk data management reports in accordance with the terms as provided in this Article and Schedule I.

- 4.1. **Ownership of Materials:** All materials and data collected and created by Triad in performance of its duties and obligations under this Service Agreement shall belong to, and remain as property of Client.
- 4.2. **Client Accessibility to Data:** Upon execution by Client of requisite Information and Security Policy, Triad shall make available to the Client, at the request of the client, online access to its claim data through its standard online access interface. All data shall be available and reviewable in Triad's then standard format at all times, other than during periods of routine maintenance of Triad's system, notice of which client shall receive at least twenty-four (24) hours in advance. The Client shall be responsible for any necessary hardware and bandwidth necessary to access said system.

4.3. Protection of Data: Triad shall make all reasonable efforts to insure the availability of the risk data and associated images via its then current system.

4.3.1. Triad shall, at all times, follow its 'disaster recovery protocols' as detailed in its proposal to the CITY, a copy of same is annexed hereto as exhibit one.

4.3.2. If Triad believes that an unplanned failure of systems shall last more than twenty- four (24) hours, it shall promptly notify the CITY by reasonable means of communication the nature of the outage cause and its best estimate for restoration of the system.

4.3.3. Triad shall be responsible for any fines or penalties imposed by any federal, state or local government or agency, that are directly caused by its inability to administer claims due to system failure.

4.4. Privacy of Data: Triad will take reasonable efforts to ensure the confidentiality of data used in the performance of this Service Agreement. Triad will not disclose Client data or records to any third party without the written consent of the Client, unless such disclosure is required by a lawful court subpoena.

#### **Article 5. Independent Contractor Status and No Conflict of Interest**

5.1. Triad is not an employee of Client.

5.1.1. The parties to this agreement expressly intend NOT to create an employee/employer relationship but an independent contractor relationship. No agency relationship exists between the parties, except as expressly provided for herein shall exist either as a result of the execution of this Service Agreement or performance hereunder.

5.1.2. Triad will ensure that Triad and/or each of the Triad's employees will not hold, himself or herself out as, or claim to be, an officer or employee of the CITY by reason of this agreement, and that no employee of Triad will make any claim, demand or application for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to worker's compensation

coverage, unemployment insurance benefits, social security coverage, or retirement system membership or credit.

- 5.2. Triad represents that no officer or employee of CITY who exercises any functions or responsibilities in connection with CITY funded contracts, projects or programs has any direct or indirect personal financial interest in this contract.

#### **Article 6. Compensation**

- 6.1. Except as otherwise provided in this Service Agreement, Client shall compensate Triad in accordance with the terms of this Article.

- 6.2. For the initial period and any subsequent renewal period, as authorized by this agreement for the initial period and any subsequent period.

6.2.1.1. an annual administrative fee of \$48,000 for Years 1 & 2 and \$49,000 for Year 3.

#### **Additional Fees:**

6.2.2. PPO 25% of Savings below fee schedule

- 6.3. No other fee of any kind or nature is allowed by this agreement, without prior express written authorization of the CITY.

6.3.1. The CITY hereby acknowledges and agrees that Triad leadership has disclosed its relationship with MarTor, LLC and authorizes Triad and its principals to collect and receive both revenue and profits which it may realize after selling / renting durable medical equipment and necessary supplies to plan claimants whenever authorized by the CITY.

#### **Article 7. Conditions and Limitations**

- 7.1. Audit and Inspection: The Client has the right to inspect and audit claim adjustment files or any matter covered by this service agreement with at least 5 business days' advance notice to Triad.

7.1.1. Only an employee of Client, a Certified Public Accounting Firm, Counsel or a Consultant of the Client's choosing or an Excess Loss/Liability insurance company shall conduct any such inspection or audit.

- 7.1.2. Client will pay the costs of any such inspection or audit, but shall not be charged for system access time for its auditor. The right to audit shall survive the termination of this agreement for two years.
- 7.2. Neither this Service Agreement nor any rights hereunder shall be assigned by either party without first obtaining the prior written consent of the other party.
- 7.3. The laws of the State of New York (without regard to choice of law principles) shall govern the terms of this Service Agreement. Any dispute between the parties shall be brought in a court of competent jurisdiction and shall be venued in the County of Rensselaer. Any adjudication by any court of competent jurisdiction that invalidates any part of this Service Agreement shall not act to invalidate any other part thereof.
- 7.4. Triad shall hold harmless and indemnify the Client from and against all claims, suits, actions or liabilities that may arise out of or in connection with malfeasance, omission of duty, negligence or wrongful act on the part of Triad or any employees or agents of Triad.
- 7.4.1. If for any reason the Client refuses to release funds to Triad, including insolvency or bankruptcy of the Client, Triad is under no obligation to indemnify or hold harmless any claimant or provider for non-payment of services or benefits.
- 7.5. Client agrees to furnish to Triad a copy of the in force Declarations and Information page plus all endorsements of any Excess Workers' Compensation/Employer's Liability policy on an annual basis but no later than 90 days after the effective date of any such policy.
- 7.6. This Service Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous agreements or understandings, written or oral, of the parties hereto. This Service Agreement may be amended only by a writing executed by both parties. No waiver of one or more provisions of this Service Agreement shall constitute a waiver of any other provision hereof.
- 7.7. This Service Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors and assigns. This Service Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.8. The imposition of a penalty by the Workers' Compensation Board shall not automatically make Triad responsible for indemnification.

7.8.1. Triad shall not be liable for any Workers' Compensation Board imposed late payment penalty for any Client mandated procedural requirements.

7.8.2. Triad shall be liable for any late payment penalty or fine caused by Triad's own negligence.

7.9. All notices to be given pursuant to this Service Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered or when mailed by United States certified first-class mail, postage prepaid to the following addresses:

**Client:** City of Watertown  
245 Washington Street  
Watertown, NY 13601

**Triad:** Triad Group, LLC  
400 Jordan Road,  
Troy, New York 12180  
Attn: Victoria Manes

7.10. Any delay in, or failure to comply with, the stated performance of a contract by Triad shall not constitute default or give rise to claims for damages if such delay or failure is caused by events beyond our control. These events shall include, but not be limited to:

7.10.1. Acts of God or the public enemy,

7.10.2. Expropriation or confiscation of facilities,

7.10.3. Compliance with any governmental authority,

7.10.4. Acts of war, rebellion or sabotage,

7.10.5. Embargoes or other export restrictions,

7.10.6. Fire, flood, explosions, accidents, breakdowns, riots or strikes and other concerted acts, direct or indirect, of workmen, or

7.10.7. Any other causes not within the direct control of Triad and which, by the exercise of reasonable diligence, Triad is unable to prevent or mitigate.

#### **Article 8. Insurance**

- 8.1. Triad shall maintain during the term of this contract insurance protecting against liability for injury to persons or property in the following amounts: Comprehensive General Liability, including bodily injury and property damages coverage of \$1,000,000 per occurrence, \$3,000,000 aggregate.
- 8.2. Triad agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage.
- 8.3. Triad shall maintain for the term of this contract Errors and Omissions Coverage with a limit of not less than \$1,000,000.00 per claim.
- 8.4. Triad shall maintain for the term of this contract an employee theft and dishonesty bond, with a face amount of not less than \$1,000,000 per incident.
- 8.5. All insurance and bonds required by this agreement shall be at Triad's expense.

#### **Article 9. Banking and Payment Procedures**

- 9.1. Triad shall establish a separate bank account(s) in Client's name for the sole purpose of paying valid claims and claim expenses, including Allocated Expenses.
  - 9.1.1. Triad shall be responsible for both the proper and timely payment of all claims and claims-related expenses.
  - 9.1.2. Triad will be financially responsible for any misuse or misappropriation of funds drawn on this account by its personnel.
  - 9.1.3. All payments made by Triad on Client's behalf shall be made from the account(s) using funds deposited in the account(s) by the Client in amounts equal to the claim and expense payments made.
- 9.2. Upon notice from Triad, as may be required, the Client or its designee shall promptly place additional funds in the aforementioned bank account(s) in an amount sufficient to replenish the total funds required by Triad in order to fulfill the timely and accurate payment function required of it.

9.3. Triad shall control disbursement of monies from the accounts exclusively for the purpose of paying claims and related expenses.

9.3.1. Triad shall issue checks on check stock held by Triad or its subcontractor.

9.3.2. Client and Triad hereby covenant that the layout format of said checks is agreeable to both parties.

9.4. Triad shall be responsible for reconciliation of the bank account and any banking charges related to the proper management of this account.

#### **Article 10. Modification and Severability**

10.1. This agreement, including Schedule I hereto, constitutes the entire agreement between the parties. No parol evidence shall be admissible to consider the intent of the parties

10.2. This agreement shall only be modified in writing signed by both parties with the same formalities as the original agreement.

10.2.1. Any written authorization or approval required by provided by this contract may be conveyed by the electronic media of email or fax.

10.2.2. Any notice required by this agreement shall be provided in writing. The notifying party may, but is not required to, send a courtesy copy via fax message in addition to a mailed copy of the required notice. For purposes of this subsection "mail" means the United States Postal Service or other common carrier that provides tracked delivery services to both parties' official addresses.

Whereunto, the parties have affixed their signatures to signify their agreement.

Triad Group, LLC

*Victoria Manes*

By: Victoria Manes  
President

Date:

*6/19/19*

CITY of Watertown

Date:

Res No. 4

June 18, 2019

To: The Honorable Mayor and City Council  
From: Richard Finn, City Manager   
Subject: Approving Agreement Between the City of Watertown and the  
Thompson Park Conservancy

During the development of the budget for Fiscal Year 2019-20, the City Council appropriated \$30,000 for the Thompson Park Conservancy. This is the annual appropriation for improvements to the premises currently leased by the Conservancy from the City of Watertown.

Attached for City Council consideration is an Agreement between the City of Watertown and the Thompson Park Conservancy. The term of this Agreement is one year, beginning July 1, 2019. The Agreement indicates that the funds must be used for a valid public purpose and to improve the leased premises. The Agreement also defines what the City considers ineligible activities.

A resolution approving the Agreement between the City and Thompson Park Conservancy has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Agreement Between the  
City of Watertown and the Thompson  
Park Conservancy

Council Member COMPO, Sarah V.

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by Lease dated December 1997, and

WHEREAS since that time, the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and the Thompson Park Conservancy, a copy of which is attached and made a part of this resolution, and

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

***Seconded by***

**AGREEMENT  
THOMPSON PARK CONSERVANCY**

**INTRODUCTION**

WHEREAS the Lessor, City of Watertown, owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York, and

WHEREAS the Lessor has entered into an Agreement with the Tenant, Thompson Park Conservancy, Inc., to lease certain premises located at the Park for the operation of the "Thompson Park Zoo" by lease of December 1997, and

WHEREAS since that time the City of Watertown has provided both financial and in-kind services in support of the Thompson Park Conservancy, and

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to be used to improve the leased premises,

**WITNESSETH**

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

Article I. DESCRIPTION OF PROJECT. The Thompson Park Conservancy shall use the funds provided under the terms of this Agreement to improve the leased premises.

Article II. ELIGIBLE ACTIVITIES. Eligible activities for the Thompson Park Conservancy shall be for a valid public purpose and shall improve the premises leased to the Thompson Park Conservancy by the City of Watertown. Repair and maintenance of the structures covered by the Lease Agreement between the City of Watertown and the Thompson Park Conservancy are eligible expenses.

Article III. INELIGIBLE ACTIVITIES. Ineligible activities shall include but not be limited to: land acquisition, staff salary, utilities, fuel, insurance, maintenance and security salaries, construction costs, interest, purchase of equipment, and program activities solely directed towards or restricted to organizational membership.

Article IV. TERM OF THIS AGREEMENT. The term of this Agreement shall be for one (1) year, from July 1, 2019, through June 30, 2020.

Article V. MANNER OF PAYMENT.

- A. The amount to be paid from the City of Watertown General Fund, as appropriated therefore, shall not exceed Thirty Thousand Dollars (\$30,000) for the term of this Agreement.
- B. Payment shall be made by the City Comptroller upon the receipt of an executed Services Agreement between the City of Watertown and the Thompson Park Conservancy.
- C. The Thompson Park Conservancy understands that City funds may only be used for eligible activities and for services actually performed. The City will make payment after the rendering of a verified account and the audit of vouchers submitted by the Conservancy. A verified account shall then be submitted to the City on or before June 30, 2020.

Article VI. PROVISIONS OF LAW. All provisions of law required to be made as part of this Agreement are hereby deemed incorporated in this Agreement. Performance of the terms and conditions of this Agreement shall be subject to and performance of all applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives on this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF WATERTOWN, NEW YORK

By: \_\_\_\_\_  
Richard M. Finn  
City Manager

THOMPSON PARK CONSERVANCY

By: \_\_\_\_\_  
Lawrence J. Sorel  
Executive Director/CEO

Res No. 5

June 25, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Accepting Change Order No. 1 for CDBG Sidewalk Construction Phases 3 and 4 and ADA Ramp Project Phase 3, Concrete Slipform, Inc.

On February 19, 2019, City Council accepted the bid from Concrete Slipform, Inc. for labor and materials for the sidewalk and handicap ramp construction project in the amount of \$266,203 per City specifications.

Concrete Slipform, Inc. has now submitted Change Order No. 1 for additional work required in the amount of \$800, bringing the total contract amount to \$267,003. As stated in the attached report of City Engineer Justin Wood, this additional work included labor and material for the additional railing required.

Funding for this project is included in the Approved FY 2018-2019 Budget, and there are sufficient funds in the CDBG entitlement to cover this Change Order.

A Resolution for City Council consideration is attached.

**RESOLUTION**

Page 1 of 1

Approving Change Order No. 1 –  
Huntington Street Sidewalk Construction  
CDBG Phase 3-4, Concrete Slipform, Inc.

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS on February 19, 2019, the City Council of the City of Watertown accepted the bid from Concrete Slipform, Inc. for labor and materials for the sidewalk and handicap ramp construction project in the amount of \$266,203.00 per City specifications, and

WHEREAS Concrete Slipform, Inc. has now submitted Change Order No. 1 in the amount of \$800.00 for additional work required,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1, a copy of which is attached and made part of this Resolution, with Concrete Slipform, Inc. in the amount of \$800.00, bringing the total contract amount to \$267,003.00, and

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

***Seconded by:***



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: June 24, 2019

TO: Richard Finn, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Huntington Street Sidewalk Construction CDBG Phase 3-4 – Change Order #1

On February 19, 2019, City Council awarded a contract to the lowest bidder, Concrete Slipform, Inc, in the amount of \$266,203.00 for the sidewalk construction located along the 700-1000 Huntington Street. This work is substantially complete and the contract will be closed out pending final paperwork processing.

Three sets of concrete stairs with railings were constructed as part of the project, however the 25 feet of railing included in the bid was exceeded by four (4) feet. The additional Labor and Material for the additional railing equates to a cost of \$800.00 (\$200 per foot). The change order work brings the total contract value to \$267,003 (< 1% increase).

Please forward to City Council for review and approval.

Cc. Jim Mills, City Comptroller  
Michael Lumbis, Planning and Community Development Director

# Change Order

No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: 6/11/19

Project: Contract:	<u>2019 CDBG - Huntington St.</u>	Owner: Contract:	<u>City of Watertown</u>	Owner's Contract No.:	<u>PO # 201900505</u>
Contractor:	<u>Concrete Slipform Inc.</u>	Date of Contract:	<u>3/1/2019</u>	Engineer's Project No.:	

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

Description: Additional 4 Lft of Railing @ \$20.00 Per Lft

Attachments: (List documents supporting change):  
\_\_\_\_\_  
\_\_\_\_\_

### CHANGE IN CONTRACT PRICE:

Original Contract Price:  
\$ 206,203.00

(Increase) [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
\$ 800.00

Contract Price prior to this Change Order:  
\$ 214,203.00

(Increase) [Decrease] of this Change Order:  
\$ 800.00

Contract Price incorporating this Change Order:  
\$ 217,003.00

### CHANGE IN CONTRACT TIMES:

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] (Decrease) from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
Substantial completion (days): \_\_\_\_\_  
Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)

Date: 6/20/19

ACCEPTED:  
By: [Signature]  
Owner (Authorized Signature)

Date: 6/20/19

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)

Date: 6/20/19

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Street Sidewalk Construction – CDBG Phase 3 & 4; ADA Accessible Sidewalk Ramp  
Construction Project Phase 3

Sealed Proposals for the work will be received at the Office of the Purchasing Agent, Municipal Building, Third Floor, 245 Washington Street, Watertown, New York 13601 until 10:00 A.M. February 6<sup>th</sup>, 2019. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

The undersigned Concrete Slipform Inc  
CONTRACTOR

PO Box 503, Canastota, NY 13032  
ADDRESS

hereby certifies that he has examined and fully comprehends the requirements and intent of the plans and specifications for the above project as prepared by the City Engineer and offers to furnish all labor, materials, supplies, plant and equipment, and other facilities necessary and proper for or incidental to the work as detailed and tabulated in the bid items following for the

total price of Two Hundred Sixty Six Thousand Two Hundred  
+ Three Dollars ~~\_\_\_\_\_~~ <sup>00</sup>/<sub>100</sub> (\$266,203) DOLLARS

A bid bond or certified check equal to 5% of the stated bid is attached with an executed non-collusion certificate and Contractor's qualifications statement.

The following addenda are acknowledged:

# 1 Dated 1/31, 2019  
# 3 Dated 1/31  
Submitted by:

# 2 Dated 1/31, 2019  
# 4 Dated 1/31

Concrete Slipform Inc  
CONTRACTOR

1-315-335-2412  
TELEPHONE NUMBER

Barbara Hazen  
PRINT NAME

President  
AGENT/TITLE

concreteslipforminc@verizon.net  
EMAIL

\_\_\_\_\_  
WEBPAGE

2/1/19

Barbara Hazen

DATE

SIGNATURE

Huntington Street Sidewalk Construction – CDBG Phase 3 & 4

ITEM NUMBER	QTY.	DESCRIPTION	UNIT PRICE	GIVEN UNIT PRICE IN WORDS	Total Price
1.00.02	1	Contractor Quality Control	1,000. <sup>00</sup>	One Thousand DOLLARS AND <u>00/100</u> CENTS PER L.S	1,000. <sup>00</sup>
1.01.01	1	Miscellaneous Work, & Mobilization	400. <sup>00</sup>	Four Hundred DOLLARS AND <u>00/100</u> CENTS PER L.S	400. <sup>00</sup>
1.02.00	1	Maintenance & Protection of Traffic	1,000. <sup>00</sup>	One Thousand DOLLARS AND <u>00/100</u> CENTS PER L.S	1,000. <sup>00</sup>
1.02.01	1	Dust Control & SWPP	1,000. <sup>00</sup>	One Thousand DOLLARS AND <u>00/100</u> CENTS PER L.S	1,000. <sup>00</sup>
1.06.05	8575 SF	5" Concrete Sidewalk	13. <sup>00</sup>	Thirteen DOLLARS AND <u>00/100</u> CENTS PER SF	111,475. <sup>00</sup>
1.06.06	1425 SF	6" Reinforced Concrete Sidewalk	14. <sup>00</sup>	Fourteen DOLLARS AND <u>00/100</u> CENTS PER SF	19,950. <sup>00</sup>

\$134,825

1.06.07	120 SF	Detectable Warning Plates	25. <sup>00</sup>	Twenty-five	3,000. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER SF	
1.06.13	20 Steps	New Concrete Stairs	1,000. <sup>00</sup>	One Thousand	20,000. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER step	
1.06.014	25 LF	Railing	200. <sup>00</sup>	Two Hundred	5,000. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER LF	
1.10.00	2 Ea	City Monument Replacement	1000	One Thousand	2,000. <sup>00</sup>
				DOLLARS AND 00/100 CENTS Each	
1.12.00	200 SY	Asphalt Driveway Apron	47. <sup>00</sup>	Forty Seven	9,400. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER SY	
1.12.02	25 SY	Stone Driveway	20. <sup>00</sup>	Twenty	500. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER SY	
1.14.01	207 CY	Topsoil Restoration	100. <sup>00</sup>	One Hundred	20,700. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER CY	
1.14.02	210 SY	Seeding Restoration	10. <sup>00</sup>	Ten	2,100. <sup>00</sup>
				DOLLARS AND 00/100 CENTS PER SY	

1.14.03	370 SY	Sod Restoration	36.00	<u>Thirty six</u> DOLLARS AND <u>00/100</u> CENTS PER SY	13,320.00
1.20.08	487 SF	8" Retaining wall	25.00	<u>Twenty five</u> DOLLARS AND <u>00/100</u> CENTS PER SF	12,175.00
5.08.00	40 LF	Concrete Curbing	40.00	<u>Forty</u> DOLLARS AND <u>00/100</u> CENTS PER LF	1,600.00
5.10.13	10 SY	Asphalt Pavement Repair	47.00	<u>Forty seven</u> DOLLARS AND <u>00/100</u> CENTS PER SY	470.00
<b>TOTAL 1</b>					225,090.00

210845

ADA Accessible Sidewalk Ramp Construction Project Phase 3

ITEM NUMBER	QTY.	DESCRIPTION	UNIT PRICE	GIVEN UNIT PRICE IN WORDS	Total Price
1.01.01	1	Miscellaneous Work, & Mobilization	400. <sup>00</sup>	Four Hundred _____ DOLLAR S AND <u>00/100</u> CENTS PER L.S	400. <sup>00</sup>
1.02.00	1	Maintenance & Protection of Traffic	1,000. <sup>00</sup>	One thousand _____ DOLLAR S AND <u>00/100</u> CENTS PER L.S	1,000. <sup>00</sup>
1.02.01	1	Dust Control & SWPP	1,000. <sup>00</sup>	One Thousand _____ DOLLARS AND <u>00/100</u> CENTS PER L.S	1,000. <sup>00</sup>
1.06.06	1333 SF	6" Reinforced Concrete Sidewalk	16. <sup>00</sup>	Sixteen _____ DOLLARS AND <u>00/100</u> CENTS PER SF	21,328. <sup>00</sup>
1.06.07	120 SF	Detectable Warning Plates	25. <sup>00</sup>	Twenty-five _____ DOLLARS AND <u>00/100</u> CENTS PER SF	3,000. <sup>00</sup>
1.14.01	10 CY	Topsoil Restoration	100. <sup>00</sup>	One Hundred _____ DOLLARS AND <u>00/100</u> CENTS PER CY	1,000. <sup>00</sup>
5.08.00	245 LF	Concrete Curbing	40. <sup>00</sup>	Forty _____ DOLLARS AND <u>00/100</u> CENTS PER LF	9,800. <sup>00</sup>

47,528  
37,528

5.10.13	55 SY	Asphalt Pavement Repair	47.00	Forty - Seven	2,585.00
				DOLLAR	
				S AND 00/100 CENTS PER SY	
5.10.15	1	Tree and Stump Removal	1,000.00	One Thousand	1,000.00
				DOLLAR	
				S AND 00/100 CENTS Each	
			Total 2	41,113 ✓	
			<u>Total 1 +</u> <u>Total 2</u>	266,203 ✓	

Res No. 6

June 25, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Approving Settlement Agreement & Mutual Release Regarding  
173 East Main Street, Parcel No. 3-03-304.000

The City of Watertown is the subordinate holder of the Note and Mortgage on the above property. Watertown Savings Bank, N.A. holds a first mortgage that is in default and soon to be subject of a foreclosure proceeding.

The City's fiscal involvement on the property located at 173 East Main Street is a direct result of the City providing CDBG funding to the owner of the property in the form of a loan and a grant. As noted above, the property is very close to foreclosure and if this occurs, the City will most likely lose its CDBG outstanding loan amount of \$31,371.82.

An area developer, Rickey Martin, III, has requested the City's permission to sign over our financial interest for a payment of \$25,000. Mr. Martin will then purchase the property from the Bank and redevelop the existing 6-unit apartment complex. The Code Enforcement Officer has inspected the property and determined that the structure is strong, and it would be successfully redeveloped. It also has adequate parking for the multi-family use. The attached Agreement would allow Mr. Martin to purchase the City's financial interest for \$25,000 and in turn, the City would turn all of its interest for the property to Mr. Martin. Subsequently, Mr. Martin will purchase the building from the current owner and settle with the Bank holding the first mortgage on the property.

Under this approach, the City will recapture \$25,000 of CDBG funding. There is presently approximately \$31,371.82 outstanding in CDBG funding so there would be a \$6,371.82 loss. However, if the City takes no action, it is highly probable that the City would lose the full \$31,371.82 of CDBG funds.

Therefore, it is recommended that the City Council authorize the attached Resolution and the City Manager to sign the Settlement Agreement and mutual releases, as well as the Mortgage Discharge thereby enabling the City to recover \$25,000 of CDBG funds. This action will allow the developer, Mr. Martin, to purchase the property from the current owner and settle up with the Bank, thereby allowing for the redevelopment of the property and building.

A Resolution approving the Agreement is attached.

# RESOLUTION

Page 1 of 2

Approving Settlement Agreement & Mutual Release Regarding 173 East Main Street, Parcel No. 3-03-304.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

### *Introduced by*

---

WHEREAS the City of Watertown (“City”), the secondary mortgage holder Danny Putnam a/k/a/ Dan Putnam individually and as President of East Side Apartments Corporation (“Putnam”) and owner of the real property known as 173 East Main Street, Parcel No. 3-03-304.000 (“subject property”), Rickey Martin, III, individually and Sole Member of Reban Holdings, LLC (“Purchaser”), desire to settle, and

WHEREAS the parties acknowledge that the subject property is an improved apartment building that is currently vacant, and

WHEREAS Putnam acknowledges that the first mortgage held by Watertown Savings Bank, N.A. on the subject property is in default and foreclosure proceedings are in process, and

WHEREAS the City acknowledges that it holds the Note and Mortgage on the subject property and its mortgage is subordinate to Watertown Savings Bank, N.A. and as a result of the foreclosure, the City may receive no monies owed on their Note and Mortgage, and

WHEREAS the City acknowledges that Putnam is selling all of its corporate interests in the subject property to the Purchaser, and

WHEREAS the City further acknowledges that Purchase shall pay a total sum of \$25,000 to satisfy the outstanding sum due to the City in accordance with the Note and Mortgage, and to be relieved of all further obligations arising thereunder, and

WHEREAS the Purchaser shall pay to the City the total sum of \$25,000 at the closing of this transaction, and

# RESOLUTION

Page 2 of 2

Approving Settlement Agreement & Mutual Release Regarding 173 East Main Street, Parcel No. 3-03-304.000

- Council Member COMPO, Sarah V.
- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

WHEREAS upon the execution of the attached Agreement, the City agrees to execute a Mortgage Discharge for the Note and Mortgage, the Mortgage Discharge shall be held in escrow by Conboy, McKay, Bachman & Kendall, LLP pending receipt from the City that the \$25,000 has been paid, and

WHEREAS the Purchaser shall be free to improve, repair, maintain, operate and lease all, or part, of the subject property to others, upon the date of closing without regard to responsibilities, obligations or oversight otherwise or related to the Note and Mortgage,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Settlement Agreement & Mutual Release, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Settlement Agreement & Mutual Release, as well as the Mortgage Discharge, on behalf of the City of Watertown.

***Seconded by***

## SETTLEMENT AGREEMENT & MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter "the Agreement") is entered into this \_\_\_\_ day of May, 2019, by and among Richard Finn, the Manager of the City of Watertown, acting on behalf of the City of Watertown, (hereinafter "City"), the secondary mortgage holder holding a security interest on the real property known as 173 East Main Street, Watertown, New York 13601 (tax parcel no.: 3-03-304.000)(hereinafter "Subject Property") and Danny Putnam a/k/a Dan Putnam, individually and as President of East Side Apartments Corporation (hereinafter "Putnam"), owner of the real property known as 173 East Main Street, Watertown, New York 13601 (tax parcel no.: 3-03-304.000), and Rickey Martin, III, individually and Sole Member of Reban Holdings, LLC with an address at P.O. Box 6385, Watertown, New York 13601 (hereinafter "Purchaser").

### I.) RECITALS

A. WHEREAS, City, Putnam, and Purchaser desire to settle, pursuant to the terms and conditions set forth herein below, all claims between them, involving the Subject Property as described herein.

### II.) AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

#### 1. Mutual Release of Claims

A. City hereby releases and forever discharges Putnam and Purchaser their attorneys, agents, successors, and assigns, from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees, and liabilities of any nature whatsoever, whether based on contract, tort, statutory or other legal or equitable theory of recovery, whether known or unknown, which City has, had, or claims to have against Putnam specific to the Note and Mortgage dated June 13, 2011 and recorded in the Jefferson County Clerk's Office on July 8, 2011, at Instrument No.: 2011-00009813 (hereinafter "Note and Mortgage").

B. Putnam and their attorneys, agents, successors, and assigns, hereby releases and forever discharges City, their executor, beneficiaries, legatees, attorneys, agents, successors, and assigns, from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees, and liabilities of any nature whatsoever, whether based on contract, tort, statutory or other legal or equitable theory of recovery,

whether known or unknown, which Putnam has, had, or claims to have against City that are specific to the Note and Mortgage.

2. Settlement Terms:

- A. The parties acknowledge that the Subject Property is an improved apartment building that is currently vacant.
- B. Putnam acknowledges that the first mortgage held by Watertown Savings Bank, N.A. on the Subject Property is in default and foreclosure proceedings are in process.
- C. City acknowledges that it holds the Note and Mortgage on the Subject Property and its mortgage is subordinate to Watertown Savings Bank, N.A. As a result of the foreclosure, City may receive no monies owed on their Note and Mortgage.
- D. Putnam acknowledges that \$31,371.82 is owed to City as of May 2, 2019, on the Note and Mortgage.
- E. City acknowledges that Putnam is selling all of its corporate interests in the Subject Property to Purchaser.
- F. City further acknowledges that Purchaser shall pay a total sum of \$25,000.00 to satisfy the outstanding sum due to City in accordance with the Note and Mortgage, and to be relieved of all further obligations arising thereunder.
- G. Purchaser shall pay to City the total sum of \$25,000.00 at the closing of the transaction.
- H. Upon the execution of this Agreement, City agrees to execute a Mortgage Discharge for the Note and Mortgage. The Mortgage Discharge shall be held in escrow by Conboy, McKay, Bachman & Kendall, LLP, pending receipt from City that the \$25,000.00 has been paid.
- I. Purchaser shall be free to improve, repair, maintain, operate, and lease all, or part, of the Subject Property to others, upon the date of closing without regard to responsibilities, obligations or oversight otherwise or related to the Note and Mortgage.

3. The parties hereto agree and acknowledge that this Agreement is a compromise settlement of otherwise disputed claims, and that the sums and covenants given in consideration

of this Agreement, as well as the execution of this Agreement, shall not be construed to be an admission of liability with respect to the disputed matters set forth above.

4. Each party to this Agreement will bear its own costs, expenses, and claims to interest and attorney's fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in the mutual releases referenced above or which were otherwise related to the subject of this Agreement, unless otherwise stated and agreed upon.

5. This Agreement represents and contains the entire agreement and understanding among the parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, condition, understanding or agreement of any kind with respect to the subject matter shall be relied upon by the parties except those contained herein. This Agreement may not be amended or modified except by an agreement signed by the party against whom enforcement of any modification or amendment is sought.

6. In entering into this Agreement, the parties each acknowledge and represent that they have had the opportunity to seek and obtain legal advice. They further represent that the terms of this Agreement have been completely read by them, and that those terms are fully understood and voluntarily accepted by them.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

8. The parties each represent and warrant to one another that they have the authority to bind the entities as described herein.

9. Should any portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

10. The parties understand and agree that the terms of this Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties intending to be legally bound hereby, have entered into this Settlement Agreement as of the day and year first written above.

Dated: \_\_\_\_\_, 2019

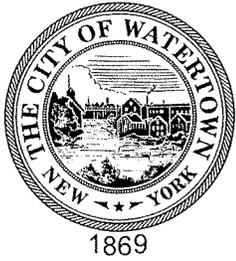
\_\_\_\_\_  
Richard Finn, Manager  
City of Watertown

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Danny Putnam a/k/a Dan Putnam, individually and  
as President of East Side Apartments Corporation

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Rickey Martin, III, individually and as Sole  
Member of Reban Holdings, LLC



# CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601-3380  
 E-MAIL DMorrow@watertown-ny.gov  
 Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
 Purchasing Manager

Res No. 7

## MEMORANDUM

**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** 2019-15 – Janitorial Services for DPW  
 (557 Newell St., Maintenance Garage, 521 Newell St., DPW Main Building)  
**DATE:** 06/26/19

The City's Purchasing Department advertised in the Watertown Daily Times on April 19, 2019, calling for sealed bids for the Janitorial Services, as per City specifications.

The Purchasing Department issued Invitations to Bid to Bid Net. The City received five (5) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on May 15, 2019, at 11:00 am local time. The bid tabulation for the bid is shown below.

Description	C&T Cleaning Services	Cristina Hopkins	NNY Commercial Cleaning	NSI Clean Worldwide Inc	Meoli Enterprises
	Watertown, NY	Watertown, NY	Gouverneur, NY	Middletown, NY	Gouverneur, NY
<b>Total Bid (Monthly)</b>	\$1,800.00	\$2,250.00	\$3,600.00	\$1,516.00	\$1,850.00
<b>Total Bid (Yearly)</b>	\$21,600.00	\$27,000.00	\$43,200.00	\$18,192.00	\$22,200.00
<b>Pricing for additional services to be performed upon request</b>					
<b>557 Newell St</b>					
Clean and wax tile floors	\$150.00	\$200.00	\$1,500.00	\$390.00	\$980.00
Wash windows and door glass, etc.	\$60.00	\$150.00	\$1,200.00	\$200.00	\$100.00
Scrub bathroom tile floors	No bid	\$150.00	\$650.00	\$150.00	\$100.00
<b>521 Newell St</b>					
Clean and wax any tile floor upstairs	\$150.00	\$175.00	\$950.00	\$200.00	\$300.00

The Department of Public Works and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Janitorial Services for DPW to NSI Clean Worldwide Inc. as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

# RESOLUTION

Page 1 of 1

Accepting Bid for  
Janitorial Services for  
DPW,  
NSI Clean Worldwide Inc.

Council Member COMPO, Sarah V.  
Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa L.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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WHEREAS the City Purchasing Department has advertised and received sealed bids for Janitorial Services at two DPW buildings, per City specifications, and

WHEREAS bid invitations were issued to Bid Net, with a total of five (5) sealed bids submitted to the Purchasing Department, and

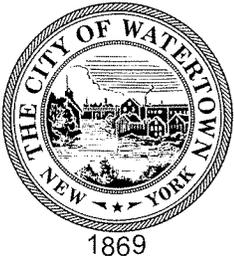
WHEREAS on Wednesday, May 15, 2019, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with Superintendent of Public Works Pat Keenan, and it is their recommendation that the City Council accept the bid submitted by NSI Clean Worldwide Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of NSI Clean Worldwide Inc., in the annual amount of \$18,192.00 for Janitorial Services at three DPW buildings as the lowest qualified bidder meeting our specifications, for two years through June 30, 2021 with the ability for the City Manager to renew for three additional one-year terms, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to sign all contracts associated with implementing the award to NSI Clean Worldwide Inc.

***Seconded by***



# CITY OF WATERTOWN, NEW YORK

ROOM 302, CITY HALL  
 245 WASHINGTON STREET  
 WATERTOWN, NEW YORK 13601-3380  
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 Phone (315) 785-7749 Fax (315) 785-7752

Dale Morrow  
 Purchasing Manager

Res No. 8

## MEMORANDUM

**TO:** Richard M. Finn, City Manager  
**FROM:** Dale Morrow, Purchasing Manager  
**SUBJECT:** 2019-16 – Janitorial Services for Citibus Facility  
**DATE:** 06/26/19

The City's Purchasing Department advertised in the Watertown Daily Times on April 19, 2019, calling for sealed bids for the Janitorial Services, as per City specifications.

The Purchasing Department issued Invitations to Bid to Bid Net. The City received four (4) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on May 15, 2019, at 11:00 am local time. The bid tabulation for the bid is shown below.

Description	Cristina's Cleaning	C&T Cleaning Services	NSI Clean	Meola Enterprises
	Watertown, NY	Watertown, NY	Middletown, NY	Gouverneur, NY
<b>Total Bid Price (Annual Bid)</b>	\$12,300.00	\$6,720.00	\$9,600.00	\$10,980.00
<b>Pricing for additional services to be performed upon request</b>				
<b>544 Newell St</b>				
Clean and wax tile floors	\$150.00	\$150.00	\$400.00	\$650.00
Wash windows and door glass, etc.	\$150.00	\$60.00	\$70.00	\$100.00
Scrub bathroom tile floors	\$100.00	\$100.00	\$200.00	\$100.00

The Department of Public Works and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Janitorial Services for Citibus to C&T Cleaning Services as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

**RESOLUTION**

Page 1 of 1

Accepting Bid for  
Janitorial Services for  
Citibus,  
C&T Cleaning Services

Council Member COMPO, Sarah V.  
Council Member HENRY-WILKINSON, Ryan J.  
Council Member HORBACZ, Cody J.  
Council Member RUGGIERO, Lisa L.  
Mayor BUTLER, Jr., Joseph M.

Total .....

YEA	NAY

***Introduced by***

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

WHEREAS bid invitations were issued to Bid Net, with a total of four (4) sealed bids submitted to the Purchasing Department, and

WHEREAS on Wednesday, May 15, 2019, at 11:00 a.m., the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the bids received with Superintendent of Public Works Pat Keenan, and it is their recommendation that the City Council accept the bid submitted by C&T Cleaning Services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of C&T Cleaning Services in the annual amount of \$6,720.00 for Janitorial Services at the Citibus building as the lowest qualified bidder meeting our specifications, for two years through June 30, 2021 with the ability for the City Manager to renew for three additional one-year terms, and

BE IT FURTHER RESOLVED that City Manager Richard M. Finn is hereby authorized and directed to sign all contracts associated with implementing the award to C&T Cleaning Services.

***Seconded by***

Laid Over Under the Rules

June 25, 2019

To: The Honorable Mayor and City Council  
From: Richard M. Finn, City Manager   
Subject: Amending City Municipal Code § 293, Vehicles and Traffic,  
East Tower Square and Tower Square, Thompson Park

The attached Ordinance was Laid Over Under the Rules at the June 17, 2019 Council Meeting. After further review of the City's ordinance, it has been determined that existing language under the Chapter 216 for Parks, will cover the parking restrictions recently installed near the splash pad.

Therefore, the Ordinance is not necessary, and it is recommended that Council take no action. As it was introduced and seconded on June 17, 2019, the introduction and second should be withdrawn.

**ORDINANCE**

Page 1 of 1

Amending City Municipal Code § 293,  
Vehicles and Traffic  
East Tower Square & Tower Square

Council Member COMPO, Sarah V.  
 Council Member HENRY-WILKINSON, Ryan J.  
 Council Member HORBACZ, Cody J.  
 Council Member RUGGIERO, Lisa A.  
 Mayor BUTLER, Jr., Joseph M.  
 Total .....

YEA	NAY

***Introduced by***

Council Member Cody J. Horbacz

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic to **add** the following:

§ 293-61. Schedule XIII. Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
East Tower Square	South	From Pinnacle Wood Drive to a point 850' west thereof

and,

§ 293-62. Schedule XIV. No Stopping

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Tower Square	Inner Perimeter	All four sides.

and,

BE IT FURTHER ORDAINED that this amendment shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or printed as the City Manager directs.

***Seconded by*** Council Member Ryan J. Henry-Wilkinson