

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 21, 2011, 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 - Authorizing Public Auction for Sale of City Owned Properties
- Resolution No. 2 - Authorizing Public Sale of City Owned Tax Sale Certificates
- Resolution No. 3 - Approving Pole Attachment Agreement, National Grid
- Resolution No. 4 - Authorizing Acceptance of Sidewalk Reconstruction Project, PIN 7805.35
- Resolution No. 5 - Authorizing Professional Services Supplemental Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, AECOM
- Resolution No. 6 - Sidewalk Improvement Special Assessment Program, District No. 8
- Resolution No. 7 - Amending Sidewalk Improvement Special Assessment Program, District No. 7
- Resolution No. 8 - Approving Amendment No. 3 to the State Assistance Contract for Sewall's Island Environmental Restoration Program Grant
- Resolution No. 9 - Approving Amendment No. 3 to the Agreement for Professional Services With Lu Engineers for the Environmental Investigations on Sewall's Island

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000
- Ordinance No. 2 - Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, And 310-27 Visibility at Corners

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Letter from the Development Authority of the North Country
2. Sales Tax Revenue – October 2011
3. Year-end Financial Report
4. Stone Street and Meadow Street Intersection Report
5. Aviary Reconstruction Revised Scope and Budget
6. 2011 Autumn Cleanup Program
7. 138 Court Street – Roof Drainage System

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 5, 2011.

Res No. 1

November 16, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Authorizing Public Auction for Sale of City Owned Properties

The City of Watertown has taken title to several parcels of property it acquired through various tax sales. The City acquired M34 Charles Street in June 2011 and all of the other parcels that are being recommended for public auction were acquired from past tax sales. 265 Rear Hunt Street and VL-7 Arsenal Street were also acquired by the City in June 2011 but are not proposed to be included in the auction in order to allow staff to complete additional research on these parcels.

In accordance with the City Council's guidelines for the sale of property acquired at tax sale, I am recommending a public auction to be held to sell the properties listed in the attached resolution. The attached resolution authorizes my office to advertise the parcels and hold a public auction on Tuesday, December 13th at 6:00 p.m. in City Council chambers.

It should be noted that the resolution authorizing the auction, the legal advertisement, the Purchase Offer signed by the prospective buyer, and the deed will all contain language to the effect that the buyer of the property agrees to bring it into compliance with all applicable provisions of the New York State Fire Prevention and Building Code, and all City of Watertown zoning and health codes within one (1) year of the sale to the buyer and if the property is not brought into compliance within one (1) year the City can seek reversion of the property.

RESOLUTION

Page 1 of 3

Authorizing Public Auction for Sale
of City Owned Properties

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
11-12-130.001	VL Flower Avenue East
1-10-307.000	100 Alexandria Avenue
1-10-308.000	101 Alexandria Avenue
1-10-310.000	103 Alexandria Avenue
3-06-404.000	M30 Charles Street
3-06-403.000	M32 Charles Street
3-06-402.000	M34 Charles Street
3-06-405.000	M31 Cleveland Street
3-09-101.000	36 Stuart Street
1-24-202.000	59 Woodley Street
1-24-201.000	60 Woodley Street

And,

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,

RESOLUTION

Page 2 of 3

Authorizing Public Auction for Sale
of City Owned Properties

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 13th day of December, 2011, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
11-12-130.001	VL Flower Avenue East	\$ 100
1-10-307.000	100 Alexandria Avenue	\$ 100
1-10-308.000	101 Alexandria Avenue	\$ 100
1-10-310.000	103 Alexandria Avenue	\$ 100
3-06-404.000	M30 Charles Street	\$ 100
3-06-403.000	M32 Charles Street	\$ 100
3-06-402.000	M34 Charles Street	\$ 100
3-06-405.000	M31 Cleveland Street	\$ 100
3-09-101.000	36 Stuart Street	\$ 100
1-24-202.000	59 Woodley Street	\$ 100
1-24-201.000	60 Woodley Street	\$ 100

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 per cent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

RESOLUTION

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Authorizing Public Auction for Sale
of City Owned Properties

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City’s delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels.

Seconded by

Res No. 2

November 15, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Authorizing Public Auction for Tax Sale Certificate Assignments

The City of Watertown is the holder of tax sale certificates on various parcels for which the redemption periods have expired. The City does not wish to take title to these parcels and would like to instead hold a public auction to assign the City's interest in these tax sale certificates.

The parcels for which the City is the holder of the tax sale certificates and proposes a tax sale certificate assignment auction are 1543 State Street, 451 Martin Street, 465 Martin Street and 985 Marble Street.

The attached resolution authorizes my office to advertise the tax sale certificates on these parcels and hold a public auction on Tuesday, December 13th at 6:00 p.m. in City Council chambers.

The high bids received at the public auction will be presented to City Council for final approval at the December 19th City Council meeting. If City Council approves the bids for assignments then the new holder of the tax sale certificate can request a tax deed to the parcels.

RESOLUTION

Page 1 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificates

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is the owner of certain tax sale certificates on various lots of land as designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>	<u>Original Tax Sale Certificate Amount</u>
05-14-103.000	1543 State Street	\$ 3,615.81
01-17-210.001	451 Martin Street	\$ 1,608.97
01-17-209.000	465 Martin Street	\$ 1,766.77
04-27-409.000	985 Marble Street	\$ 262.09

and,

WHEREAS the City Council does not wish to take title to these properties,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the tax sale certificates for the land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 13th day of December, 2011, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder there present, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to offer for sale said tax sale certificates with the minimum bid starting at \$100 subject to the rights of the said City Council to reject any and all bids, and

RESOLUTION

Page 2 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificates

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said tax sale certificates shall be offered for sale for cash only, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any tax sale certificate prior to the public sale of said certificate.

Seconded by

Res No. 3

November 16, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Pole Attachment Agreement, National Grid

Over the years, the City of Watertown has used the facilities owned by National Grid (formerly Niagara Mohawk) to display the City's holiday decorations. In support of this initiative, National Grid has forwarded, for City Council approval, a Pole Attachment Agreement that provides the policies and procedures regarding the placing of decorative attachments to their utility poles.

Under the terms of this contract, the City of Watertown is charged for the energy consumed. While the contract term is from November 7, 2011 through January 31, 2012, the lights will only be energized from 6:00 p.m. on November 30, 2011 through 4:00 p.m. on January 3, 2012. Superintendent of Public Works Eugene P. Hayes has secured permission with National Grid to proceed with installation prior to this Agreement being finalized.

While the Agreement calls for the City to obtain Liability Insurance to indemnify National Grid, the City is self-insured for liability insurance. In response to this requirement, the City has in prior years, and will again this year, provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

A resolution approving the Agreement with National Grid has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Pole Attachment Agreement,
National Grid

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown desires to display holiday decorations throughout the community, and

WHEREAS National Grid, owners of the street lighting system, wishes to permit civic organizations and/or municipal corporations to temporarily attach seasonal decorations, announcements and special-event notifications to their facilities, and

WHEREAS National Grid has asked the City to approve a Pole Attachment Agreement to cover the use of their facilities,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Pole Attachment Agreement, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City of Watertown hereby agrees to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement, and

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

Seconded by

Date _____

NIAGARA MOHAWK

Dear Sirs/Madams:

In consideration of your permitting the _____ of _____ New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the _____ of _____ New York, during the period from _____ to _____, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said _____ of _____ New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting there from) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Over →

Bodily injury - \$1,000,000/1,000,000
Property Damage - \$1,000,000/1,000,000

OR

Combined Single Limit - \$1,000,000

OR

BI & PD per Occurrence - \$1,000,000
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional insured.

Very truly yours,

By: _____

Approval of the above offer granted
contingent upon receipt of insurance
specified above.

NIAGARA MOHAWK POWER CORPORATION

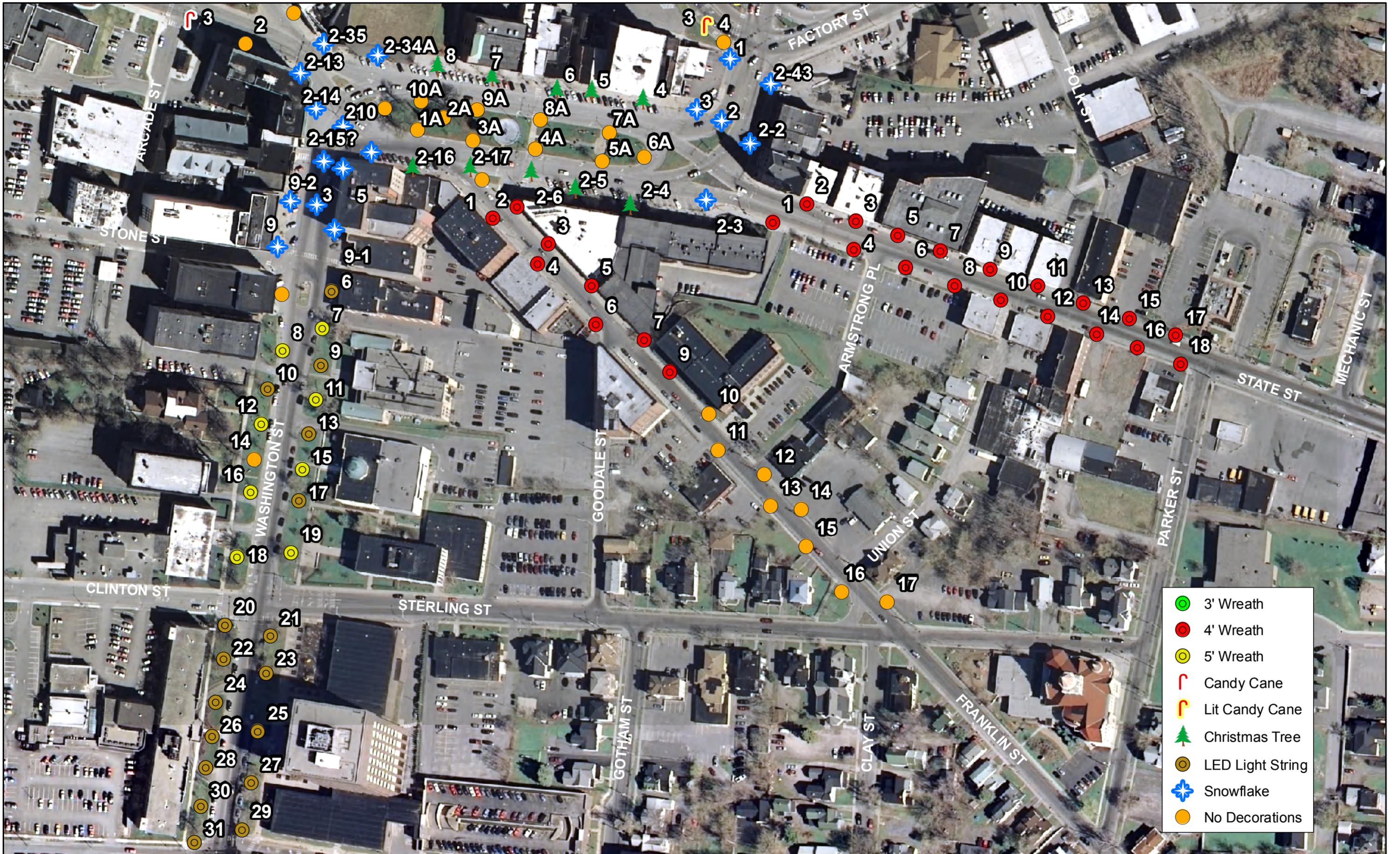
By: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995

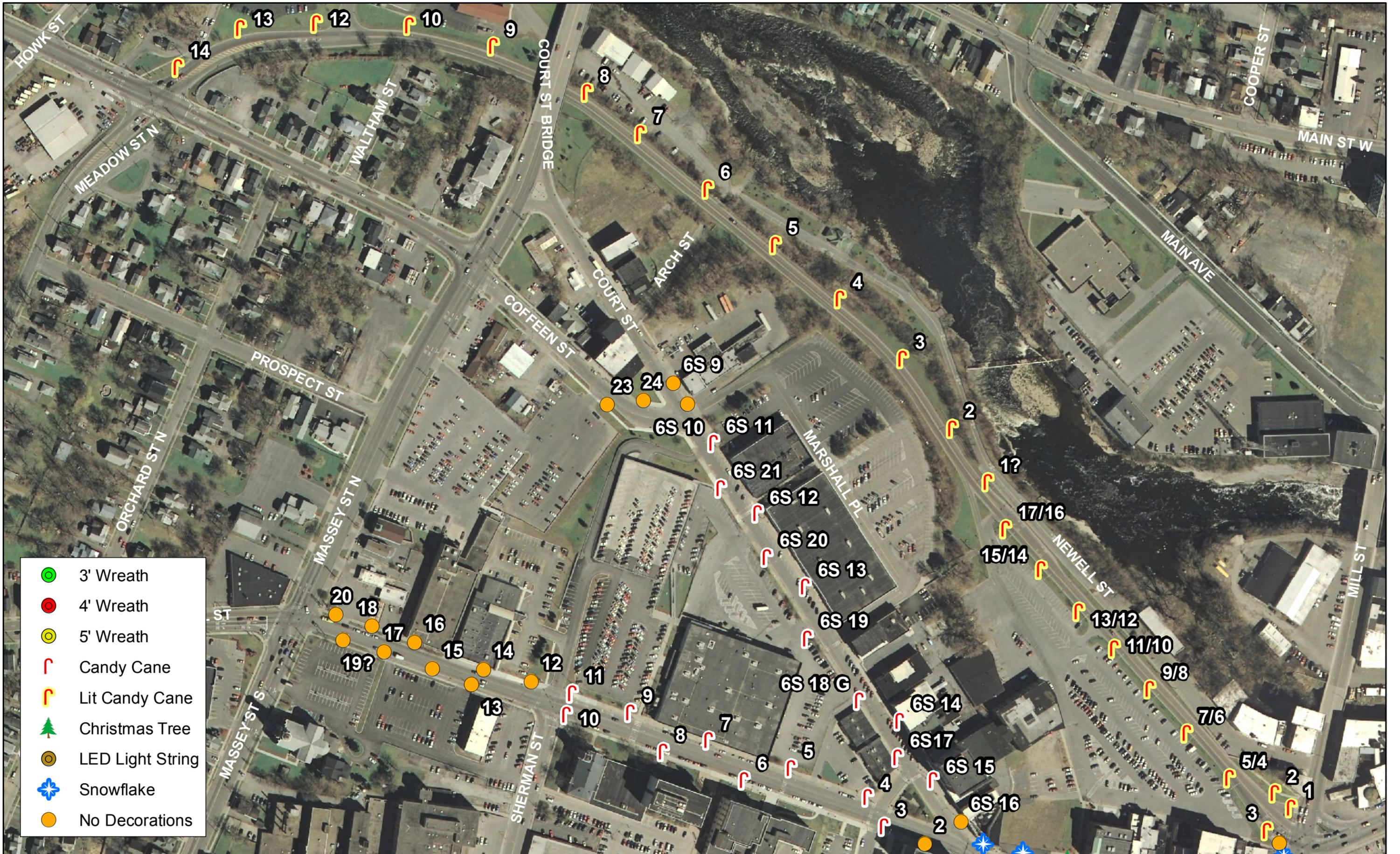
Over →



0 200 400 Feet

Holiday Decorations - Downtown





0 200 400 Feet

Holiday Decorations - Black River Parkway & Arsenal Street





Holiday Streetlight Decoration Schedule

IN STOCK INVENTORY

Type of Decoration	Quantity	2011 Purchases	Totals
Candy Cane 6ft	19	0	19
Candy Cane 8ft - Lighted	33	0	33
Christmas Tree - Lighted	10	0	10
Snowflake - Lighted	21	0	21
Wreath 3ft	34	0	34
Wreath 3ft - Side Mount	15	0	15
Wreath 4ft	26	0	26
Wreath 5ft-Lighted	0	8	8
Outdoor Mechanical Timers	50	0	50
			216

INSTALLED INVENTORY

Type of Decoration	Quantity	
Candy Cane 6ft	19	
Candy Cane 8ft - Lighted	23	
Christmas Tree - Lighted	10	
Snowflake - Lighted	18	
Wreath 3ft	0	
Wreath 3ft - Side Mount	0	
Wreath 4ft	26	
Wreath 5ft - Lighted	8	
LED Light Strings	51	(3) Strings on (17) poles
Outdoor Mechanical Timers	51	
	206	



Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2	Arsenal Street	South Side	Aluminum Poles	None	No	N/A	Un-Metered	No
3	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
4	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
5	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
7	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
8	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
9	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
10	Arsenal Street	South Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
11	Arsenal Street	North Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
12	Arsenal Street	North Side	Aluminum Poles	None	No	N/A	Un-Metered	No
13	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
14	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
15	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
16	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
17	Arsenal Street	South Side	Ornamental	None	No	N/A	Un-Metered	No
18	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
19?	Arsenal Street	South Side	New Style Ornamental	None	No	N/A	Un-Metered	No
20	Arsenal Street	North Side	Ornamental	None	No	N/A	Un-Metered	No
1	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5/4	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7/6	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9/8	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
11/10	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13/12	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
15/14	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
17/16	Black River Parkway	South Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
1?	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
2	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
3	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
4	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
5	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
6	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
7	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
8	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
9	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
10	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
12	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
13	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
14	Black River Parkway	North Side	Aluminum Poles	Candy Cane 8ft	Lights	150	Un-Metered	Yes
23	Coffeen Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No

Note: Decoration lights that are operated on timers will be on for 8 hours each day.
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
24	Coffeen Street	Southwest Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 16	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 15	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 17	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 14	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 18G	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 19	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 13	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 20	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 12	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 21	Court Street	Southwest Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 11	Court Street	Northeast Side	Aluminum Poles	Candy Cane 6ft	No	N/A	Un-Metered	No
6S 10	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
6S 9	Court Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
1	Franklin Street	Southwest Side	Streetscape Ornamental	None	No	N/A	Un-Metered	No
1A?	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
5	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6	Franklin Street	Southwest Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	Franklin Street	Northeast Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
9	Franklin Street	Northeast Side	Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
10	Franklin Street	Northeast Side	Aluminum Poles	None	No	N/A	Un-Metered	No
11	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
12	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
13	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
14	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
15	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
16	Franklin Street	Southwest Side	Ornamental	None	No	N/A	Un-Metered	No
17	Franklin Street	Northeast Side	Ornamental	None	No	N/A	Un-Metered	No
2	Mill Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
1	Mill Street	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
4	Mill Street	Exterior Perimeter - West Side	Aluminum Poles	None	No	N/A	Un-Metered	No
2-43	Mill Street	Exterior Perimeter - East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-2	Public Square	Exterior Perimeter - East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
3	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
4	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
5	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
6	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
7	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
8	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-34A	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes

Note: Decoration lights that are operated on timers will be on for 8 hours each day.
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
2-35	Public Square	Exterior Perimeter - North Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-13	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-14	Public Square	Exterior Perimeter - West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-15?	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-16	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-17	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-6	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-5	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-4	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Christmas Tree	Lights	400	Un-Metered	Yes
2-3	Public Square	Exterior Perimeter - South Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
1A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
2A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
3A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
4A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
5A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
6A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
7A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
8A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
9A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
10A	Public Square	Interior Main Island - Perimeter	Streetscape Ornamental	None	No	N/A	Un-Metered	No
11A	Public Square	Interior Main Island - Interior	Streetscape Ornamental	None	No	N/A	Un-Metered	No
3	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-60	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
2-10	Washington Street	Interior Traffic Island	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-1	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
9-2	Washington Street	West Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
5	Washington Street	East Side	Streetscape Ornamental	Snowflake	Lights	450 (90 - 5 watt C7 bulbs)	Un-Metered	Yes
6	Washington Street	East Side	Ornamental	LED String	Lights	TBD	Un-Metered	No
6A?	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
7	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
8	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
9	Washington Street	East Side	Ornamental	LED String	Lights	TBD	Un-Metered	No
10	Washington Street	West Side	Ornamental	LED String	Lights	TBD	Un-Metered	No
11	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
12	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
13	Washington Street	East Side	Ornamental	LED String	Lights	TBD	Un-Metered	No
14	Washington Street	West Side	New Style Ornamental	None	No	N/A	Un-Metered	No
15	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
16	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
17	Washington Street	East Side	Ornamental	LED String	Lights	TBD	Un-Metered	No
18	Washington Street	West Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No
19	Washington Street	East Side	Ornamental	Wreath 5ft-Lighted	Yes	70 watts (50 C7 LED lamps)	Un-Metered	No

Note: Decoration lights that are operated on timers will be on for 8 hours each day.
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.



Holiday Streetlight Decoration Schedule

Street Light ID	Street ID	Location Description	Style	Type of Decoration	Lights	Wattage Requirement	Power Supply	On Timer
20	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
21	Washington Street	East Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
22	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
23	Washington Street	East Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
24	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
25	Washington Street	East Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
26	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
27	Washington Street	East Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
28	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
29	Washington Street	East Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
30	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
31	Washington Street	West Side	Ornamental	LED String	Yes	TBD	Un-Metered	No
1	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
2	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
3	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
4	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
5	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
6	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
7	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
8	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
9	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
10	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
11	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
12	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
13	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
14	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
15	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
16	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
17	State Street	North Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No
18	State Street	South Side	New Style Ornamental	Wreath 4ft	No	N/A	Un-Metered	No

Note: Decoration lights that are operated on timers will be on for 8 hours each day.
On those decorations, the lights will be lit from 4:00 p.m. until 12:00 a.m.

Lights ON (24) hours	Type of Decoration	Lights	Timer	Wattage Requirement	Wattage Drawn	Wattage Drawn on Timer	KW/Hour	KW/Day	City's Cost/Day @\$5.12/KWH	Cost of Decoration/Season	Initial Timer Cost	Number Installed	Total Cost of the Decoration/Season
	Candy Cane	Lights	Not Required	150	120	0	0.12	2.88	\$ 0.35	\$ 11.40	\$ -	23	\$ 262.31
	Christmas Tree	Lights	Not Required	400	240	0	0.24	5.76	\$ 0.69	\$ 22.81	\$ -	10	\$ 228.10
	Snowflake	Lights	Not Required	540	480	0	0.48	11.52	\$ 1.38	\$ 45.62	\$ -	18	\$ 821.15
	Wreath	No Lights	Not Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34	N/A
							0.84	20.16	\$ 2.42	\$ 79.83		85	\$ 1,311.55

Lights ON (12) hours	Type of Decoration	Lights	Timer	Wattage Requirement	Wattage Drawn	Wattage Drawn on Timer	KW/Hour	KW/Day	City's Cost/Day @\$5.12/KWH	Cost of Decoration/Season	Initial Timer Cost	Number Installed	Total Cost of the Decoration/Season
	Candy Cane	Lights	Required	150	120	3	0.12	1.48	\$ 0.18	\$ 5.84	\$ -	23	\$ 134.43
	Christmas Tree	Lights	Required	400	240	3	0.24	2.92	\$ 0.35	\$ 11.55	\$ -	10	\$ 115.47
	Snowflake	Lights	Required	540	480	3	0.48	5.80	\$ 0.70	\$ 22.95	\$ -	18	\$ 413.14
	Wreath	No Lights	Not Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34	N/A
							0.85	10.19	\$ 1.22	\$ 40.34		85	\$ 663.05

Lights ON (8) hours	Type of Decoration	Lights	Timer	Wattage Requirement	Wattage Drawn	Wattage Drawn on Timer	KW/Hour	KW/Day	City's Cost/Day @\$5.12/KWH	Cost of Decoration/Season	Initial Timer Cost	Number Installed	Total Cost of the Decoration/Season
	Candy Cane	Lights	Required	150	120	3	0.12	0.98	\$ 0.12	\$ 3.90	\$ -	23	\$ 89.62
	Christmas Tree	Lights	Required	400	240	3	0.24	1.94	\$ 0.23	\$ 7.70	\$ -	10	\$ 76.98
	Snowflake	Lights	Required	540	480	3	0.48	3.86	\$ 0.46	\$ 15.30	\$ -	18	\$ 368.93
	Wreath	No Lights	Not Required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	34	N/A
							0.85	6.79	\$ 0.82	\$ 26.90		85	\$ 535.54

Energy Federation.org | Intermatic® Outdoor Mechanical Timer Page 1 of 1

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 www.energyfederations.org

Intermatic® Outdoor Mechanical Timer

Designed specifically for outdoor use, this heavy-duty timer can control pool pumps, security lighting, holiday lighting, and engine block heaters. The offers 2 on/off setting per day, with a timer override switch. The timer will operate trouble-free in any weather, from -40 degrees Fahrenheit (-40 degrees Centigrade) to 104 degrees Fahrenheit (40 degrees Centigrade). The plug receptacle is located on the bottom of the timer. This timer has an 15 inch long power cord.



- **Amperage Capacity:** 15 amps
- **Wattage Capacity:** 1,800 watts
- **Power Requirements:** 120 volts AC, 60 Hz
- **Packaging:** English & Spanish
- **Approvals:** CSA

[Click to Enlarge](#)

Displaying 1 to 1 (of 1 products) Result Pages: 1

PART #	ITEM NAME	PRICE	AVAILABLE
5010.11	Intermatic Outdoor Timer HB31R	US\$15.50	7

Displaying 1 to 1 (of 1 products) Result Pages: 1

Available shipping options for this product include:

- UPS Ground
- UPS Air
- USPS Parcel
- USPS Priority

Wednesday 04 November, 2009 © Energy Federation Incorporated

Energy Federation Incorporated
Consumer Division
Westborough, Massachusetts USA
800-379-4121 | 508-479-2277
customerservice@efi.org



http://www.energyfederation.org/consumer/default.php?cPath/39_417_141/sort/1a/page/1/ 11/4/2009

	<h1>MEMORANDUM</h1>	E.P. Hayes Superintendent
	<h2>Dept. Public Works</h2>	Date: 11-15-10 Ref: PW 055-11
To:	Mary Corriveau, City Manager	
Subject:	Holiday Decorations National Grid Pole Attachment Agreement	

Attached for your review and City Council approval is the proposed 2011-2012 National Grid Pole Attachment Agreement. This standard agreement addresses two specific issues, the first being an indemnification agreement protecting National Grid from any damage sustained to or by their poles due to the attachment of the City's holiday decorations; the second, provides a means, by way of the summary attachment, of quantifying the power to be consumed based upon prior lamp inventory and this years energized/de-energized schedule.

As you will note this agreement is similar to what was authorized last year with National Grid identifying the decoration attachment period as running from November 7th through January 31st and the energized period as running from 6:00 p.m. on Wednesday, November 30th through 4:00 p.m. on Tuesday, January 3rd.

In order to address the required Liability Insurance to indemnify National Grid, the City will need to provide National Grid with a letter indicating the fact that we are self insured and will agree to defend and indemnify National Grid from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of their facilities in accordance with this Agreement.

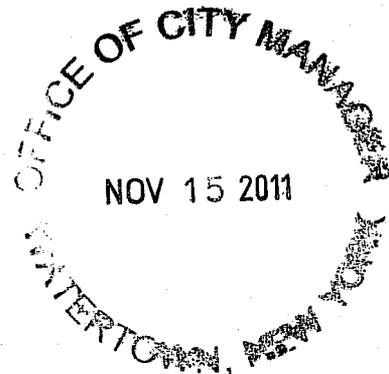
Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

Gene

cc: Peter Monaco, Assistant Superintendent of Public Works
 Ralph Green, Electric Department Crew Chief
 DPW files:
 Christmas Decorations, 2011/2012
 National Grid:
 Pole Attachment Agreement

November 2011

Mr. Jeffrey Graham
Mayor
City of Watertown
245 Washington St
Watertown, NY 13601



Dear Mr. Graham:

Re: Attachments to National Grid Poles

It is the time of year again when municipalities begin planning for decorating their business districts for the holidays. This letter is to inform you of National Grid's policy and procedure regarding any and all attachments (not just holiday) to our facilities and the energy used by such, whether they are attached to poles owned by National Grid or by the municipal corporation.

National Grid's policy is to permit civic organizations and/or municipal corporations to temporarily (typically not to exceed 120 days per calendar year) attach seasonal decorations, announcements and special-event notifications of reasonable size to our facilities if they are considered safe and adequate to support the attachments.

If you are planning to install holiday decorations or other types of attachments on our poles, we **require** that a signed Attachment Agreement be submitted to our office along with an insurance certificate, showing proof of public liability and property damage insurance and specifying the amount and duration of coverage. Attachments to jointly owned poles must be approved by the appropriate telephone company in addition to receiving National Grid's approval.

Your written request should include the following:

- ◆ Location of attachments. (Pole number(s), street names, etc.)
- ◆ Date you wish to install decorations or attachments
- ◆ Date you will remove decorations or attachments
- ◆ Projected square area of attachment, weight of material, type of material, length of support arm (if applicable)
- ◆ Method of attachment to facility
- ◆ Name of contact person and phone number
- ◆ *Connected wattage at each location
- ◆ *Type of controller (time clock, photo cell, number of hours of operation)

*Need for attachments that require energy from National Grid-installed convenience outlets. The information will allow us to calculate a flat rate bill based on P.S.C. 207, S.C.#2, Non-Demand Rate for the energy used through the outlets. The flat rate bill will be sent after the January termination date given on the attachment contract. Please provide us with the name of the civic organization or municipal corporation responsible for the electric service bill. We will also need to know the name of the contact person and telephone number in case any problems arise.

Over→

Page 2
Holiday Decorations

We will be more than happy to process your request as a service to you at no charge. However, if we need to modify our facilities for safety clearances or other installation concerns, you will be billed. We will discuss this with you prior to proceeding with any field changes in case an alternate location is available.

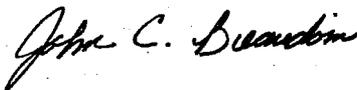
If any proposed attachment requires energy on a pole where a convenience outlet does not exist, we can install a convenience outlet for you. Charges for these outlets vary depending on the type of pole it is being installed on. Again, energy used will be billed. Please contact us for more information.

Enclosed is an Attachment contract. Please complete, sign and return the contract along with your insurance certificate prior to installation.

As a reminder, an agreement and insurance certificate are also required for any other attachments or the use of convenience outlets at any time throughout the year (i.e., flag attachments, festival, flower baskets, banners, etc.).

Best wishes for a safe and happy holiday season. If you have any questions, please feel free to contact your Consumer Representative, Todd M. Froyssell, at 315-785-7225.

Sincerely,



John C. Beaudoin
Manager Sales Support

JCB/amh
Enclosure

Res No. 4

November 14, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Authorizing Acceptance of Sidewalk
Reconstruction Project, PIN 7805.35

The New York State Department of Transportation (NYSDOT), Region 7 has notified the City of Watertown that they are prepared to reconstruct the sidewalk along Route 3 over the Black River in the city. The State is doing a mill and resurfacing job on the bridge, and will at the same time, reset the curbs and reconstruct the sidewalk. NYSDOT's contract will be let on February 9, 2012 and work will be completed during the next construction season.

This request is similar to the one approved by the City Council in March 2011 which authorized NYSDOT to replace sidewalks in the city on Arsenal Street, Bradley Street and Eastern Boulevard.

The attached resolution approves the reconstruction of the sidewalk, and commits the City of Watertown to maintain or cause to be maintained, the sidewalk including the control of snow and ice.

RESOLUTION

Page 1 of 1

Authorizing Acceptance of Sidewalk Reconstruction Project, PIN 7805.35

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the New York State Department of Transportation proposes to reconstruct the NYS Route 3 structure over the Black River, PIN 7805.35, and

WHEREAS the State will include as part of the construction, reconstruction, or improvements of the above mentioned project the construction of sidewalks, pursuant to Section 349-c Cities of the New York State Highway Law, and

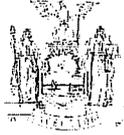
WHEREAS the State will provide for the construction of the above mentioned work, as shown on the contract documents relating to the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the reconstruction of sidewalks and the above mentioned work performed on the project and shown on the attached contract documents relating to the project and that the City of Watertown will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as shown on the contract documents, including the control of snow and ice, and

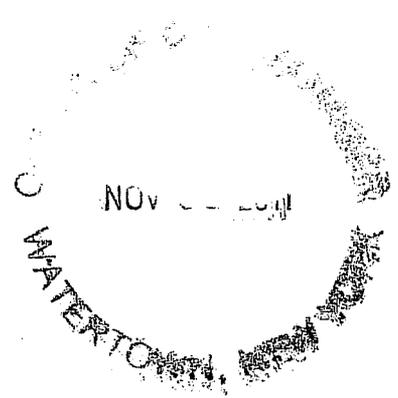
BE IT FURTHER RESOLVED that the City Manager is hereby directed to transmit four (4) certified copies of the foregoing resolution to: New York State Department of Transportation, 317 Washington Street, Watertown, NY 13601, Attn: Brian Baxter, P.E. and

BE IT FURTHER RESOLVED that City Manager, Mary M. Corriveau, is hereby authorized and directed to take any necessary steps to formalize acceptance of the project by the City.

Seconded by



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
317 WASHINGTON STREET
WATERTOWN, NEW YORK 13601



Mark Frechette, P.E.
Acting Regional Director

Joan McDonald
Commissioner

November 2, 2011

Honorable Jeffrey Graham, Mayor
City Hall
245 Washington St. Rm. 302a
Watertown, NY 13601

Dear Mr. Graham:

Re: Sidewalk Resolution
Route 3 Over the Black River, City of Watertown
PIN 7805.35, Jefferson County

This Project is located on Route 3 in the City of Watertown. The project will consist of maintenance work on the structure along with some sidewalk replacement to bring it up to ADA standards.

The above referenced project is currently being progressed with a letting date of February 9, 2012.

Because of the work scheduled to be done on this project, which will include replacement of a portion of the concrete sidewalk, the following enclosed maintenance resolution should be acted on by the City Council at this time.

1. A Sidewalk Maintenance Resolution pertaining to maintenance of sidewalks which will be reconstructed as a part of the construction of this project.

It would be appreciated if you would present the enclosed maintenance resolution to the City Council, and upon approval, have the Clerk forward four (4) copies of each resolution (all with original signatures) to this office. An early response is requested. Enclosed for your information is a typical sheet showing the above mentioned area of the project.

Should you have any questions regarding this resolution, feel free to call me at any time. I can be reached at (315) 785-2340.

Very truly yours,



Brian A. Baxter, P.E.
Regional Utility Engineer

Enclosures: 2

1. Sidewalk Resolution
2. Typical Section

cc: Jeff Grill w/o Encl.
Utility File

BAB/eaf

PROJECT MANAGER

CHECK JGRILL

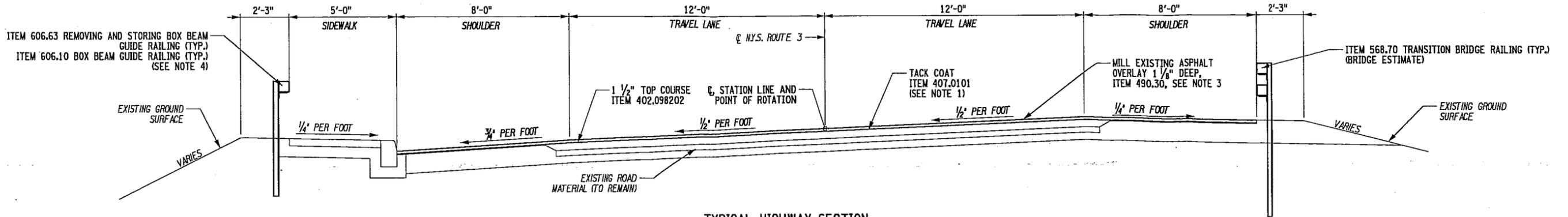
DRAFTING DBIRCHENOUGH

CHECK JGRILL

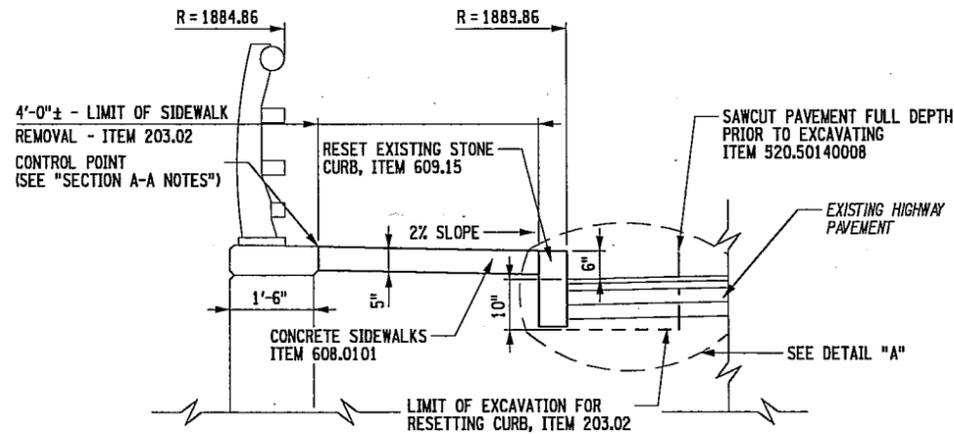
DESIGN DBIRCHENOUGH

JOB MANAGER JGRILL

DESIGN SUPERVISOR LMIHALJEVIC



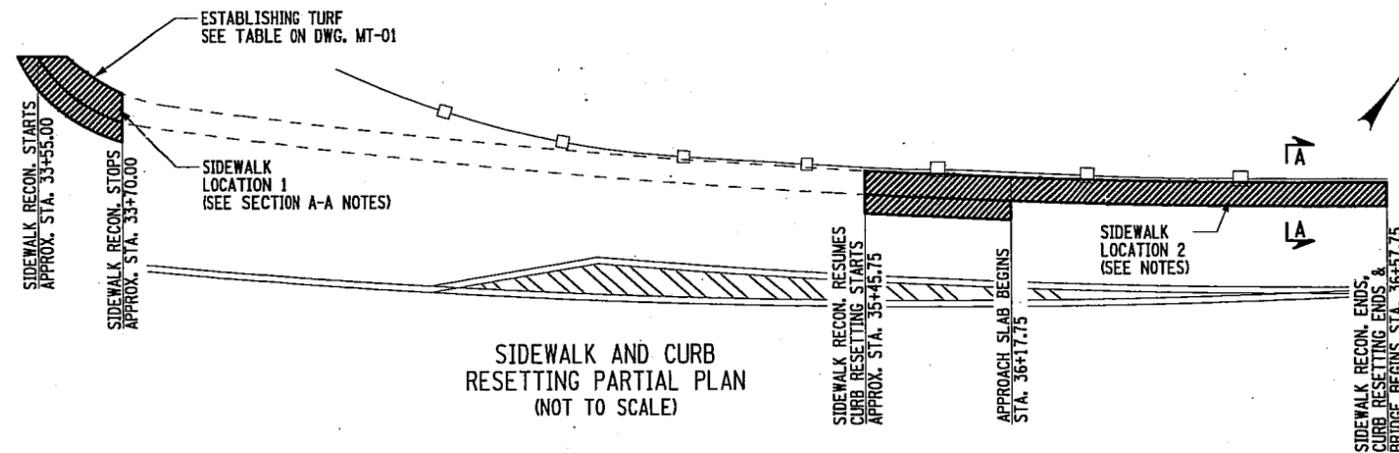
TYPICAL HIGHWAY SECTION
(MILLING AND RESURFACING)
STATION 35+77.00 TO STATION 36+17.33
STATION 42+72.67 TO STATION 43+13.00
(NOT TO SCALE)



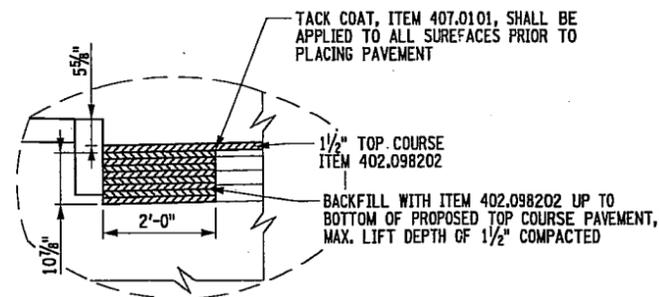
SECTION A-A
SIDEWALK AND CURB
RESETTING DETAIL
(NOT TO SCALE)

SECTION A-A NOTES:

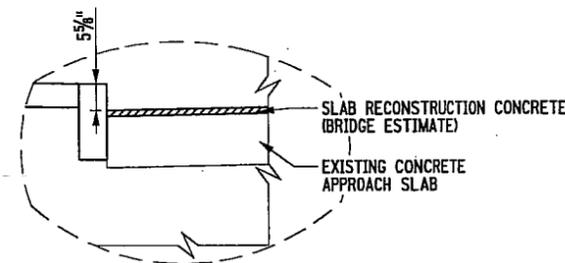
- USE CONTROL POINT TO ESTABLISH PROPOSED CROSS SLOPE AND CURB HEIGHT.
- BEGIN AND END POINTS FOR RESETTING CURB SHALL BE A SMOOTH TRANSITION FROM EXISTING CURB TO THE RESET CURB.
- BEGIN AND END POINTS FOR NEW SIDEWALK SHALL BE A SMOOTH TRANSITION FROM EXISTING SIDEWALK TO THE NEW SIDEWALK.
- SIDEWALK LOCATION 1 SHALL MATCH EXISTING BEGIN ELEVATION AND WITH A MAXIMUM GRADE OF 1:12, MATCH INTO THE EXISTING SIDEWALK.
- SIDEWALK LOCATION 1 SHALL INCLUDE EMBEDDED DETECTABLE WARNING UNITS



SIDEWALK AND CURB
RESETTING PARTIAL PLAN
(NOT TO SCALE)



DETAIL "A"
STA 33+55.00 TO STA 33+70.00 &
STA 35+45.75 TO STA 36+17.75
(NOT TO SCALE)



DETAIL "A"
STA 36+17.75 TO 36+57.75
(NOT TO SCALE)

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	TON	606.63	REMOVING AND STORING BOXBEAM GUIDE RAILING	LF	1. TACK COAT SHALL BE APPLIED BEFORE PLACEMENT OF ASPHALT COURSE. 2. SEE STANDARD SHEET 402-01 FOR HOT MIX ASPHALT OVERLAY SPLICE (PAVEMENT TERMINATION) DETAIL. 3. ASPHALT TO BE MILLED 1/8" DEEP AND REPLACED WITH 1/2" OF TOP COURSE ASPHALT 4. ITEM 606.10 - BOX BEAM GUIDE RAILING SHALL BE UTILIZED AS NECESSARY TO FACILITATE THE TERMINATION OF TRANSITION BRIDGE RAILING & EXISTING BOX BEAM GUIDE RAILING.
402.098202	9.5F2 TOP COURSE HMA, 80 SERIES COMPACTION	QU	608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	
402.098212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.098202	GAL	609.15	RESETTING EXISTING CURB	LF	
407.0101	TACK COAT	SY	606.10	BOX BEAM GUIDE RAILING	LF	
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	LF				
520.50140008	SAWCUTTING ASPHALT PAVEMENT, CONCRETE PAVEMENT	LF				
568.70	TRANSITION BRIDGE RAILING (BRIDGE ESTIMATE)	LF				
584.320001	SLAB RECONSTRUCTION CONCRETE, CLASS D, DP OR MICROSILICA CONCRETE (BRIDGE ESTIMATE)	SY				

AS-BUILT REVISIONS	CITY OF WATERTOWN: EASTERN BOULEVARD, S.H. 9440	PIN 7805.35	BRIDGES 2220280	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
DESCRIPTION OF ALTERATIONS:	BLACK RIVER - WATERTOWN, S.H. 5005	NYS RTE 3			TYPICAL SECTION	D261884
	COUNTY: JEFFERSON	UTILITY QUALITY LEVEL D			NYS ROUTE 3 OVER BLACK RIVER	DRAWING NO. TYP-01
						SHEET NO. 3

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 07
DOCUMENT NAME: 780535.CPH_TYP_SEC.DGN



UNOFFICIAL PLANS
FOR PRELIMINARY PLANNING
FOR UTILITY RELOCATION

FILE NAME = 780535_CPH_TYP_SEC.DGN
DATE/TIME = 02-NOV-2011 11:35
USER = efredenburg

Res No. 5

November 16, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Professional Services Supplemental Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315

On April 19, 2010, the City Council approved the Federal Aid Highway and Marchiselli Aid Project Agreement, which included a \$940,000 project cost, and \$752,000 in Federal assistance for the Preliminary Engineering and Right of Way Incidentals Phase of this project. On October 18, 2010, the City Council approved the Marchiselli Aid Agreement which provides \$141,000 in State funding for this project, leaving the local match for these two Phases of the project at \$47,000.

On September 6, 2011, the City Council approved the Professional Services Agreement for the preliminary design of the Factory Street Reconstruction Project in the amount of \$500,000 with AECOM. A Bond Ordinance in the amount of \$530,000 was also approved on September 6, 2011.

The NYS DOT has requested changes to the Professional Services Agreement format and scope of services. Those changes have been incorporated into the attached Agreement and have been reviewed by City Attorney Robert J Slye. As detailed in the attached report of City Engineer Kurt Hauk, the revised scope includes more effort for the real property and environmental tasks that was originally planned for inclusion in the Phases V and VI supplemental, increasing the amount of the agreement from \$500,000 to \$612,000.

Attached for City Council review and approval is the revised Professional Services Agreement for the preliminary design of the Factory Street Reconstruction Project in the amount of \$612,000. The entire revised Scope of Services Highway Reconstruction Project from AECOM can be found on our website.

RESOLUTION

Page 1 of 2

Authorizing Professional Services Supplemental Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, AECOM

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS a project for the reconstruction of Factory Street, PIN 775315, D032467 (the “Project”) is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost of such program to be borne at the ratio of 80% Federal and 20% non-federal funds, and

WHEREAS on April 19, 2010 and October 18, 2010, the City Council adopted resolutions authorizing the Master Federal Aid Local Agreement and the Marchiselli Agreement, respectively which provide \$752,000 and \$141,000 respectively for the costs of the Preliminary Engineering & Right-of-Way Incidentals, and

WHEREAS on September 6, 2011 City Council approved the professional services agreement for preliminary design of the Factory Street Reconstruction Project in the amount of \$500,000 with AECOM, and

WHEREAS after changes requested by the NYS DOT to the agreement format and scope of services, the project amount has increased to \$612,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby rescinds its prior approval of the Agreement with AECOM adopted on September 6, 2011, and

BE IT FURTHER RESOLVED that the City Council hereby approves the Professional Services Agreement between the City of Watertown and AECOM, a copy of which is attached and made a part of this resolution, and

RESOLUTION

Page 2 of 2

Authorizing Professional Services Supplemental Agreement for Preliminary Design of the Factory Street Reconstruction Project, PIN 775315, AECOM

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER RESOLVED that approval of this resolution is contingent on the City Council approving a Bond Ordinance to cover the expenses associated with this project agreement, and

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

Seconded by

**Architectural/Engineering
Consultant Agreement**

PIN (s) 7753.15

Municipal Contract No. _____

Agreement made this **15^h day of November, 2011** by and between

CITY OF WATERTOWN

(municipal corporation)

having its principal office at 245 Washington Street, Municipal Building, Watertown, New York 13601
(the "**Municipality**")

and

AECOM USA, INC.

with its office at 40 British American Boulevard, Latham, NY 12110
(the "**Consultant**")

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as **Factory Street Reconstruction** (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer) to perform the scope of services described in Attachment B annexed hereto; and

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

WHEREAS, the [name of the authorized municipal officer executing this agreement], is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form – this document titled "Architectural/Engineering Consultant Agreement";
- Attachment "A" – Project Description and Funding;
- Attachment "B" – Task List;
- Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursable and Fee.

ARTICLE 2 – SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

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

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

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

ARTICLE 3 – COMPENSATION METHODS, RATES AND PAYMENT

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

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
Item	Description of Items Within Method	Applicable Rate/Amount or Percentage	Interim Payments
Item I	<ul style="list-style-type: none"> • Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. • The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality. • If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT <u>without reimbursement</u> either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality. 	<ul style="list-style-type: none"> • The CONSULTANT shall be paid in monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. • Bills are subject to approval of the Municipality and Municipality's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	<i>[see Item 1]</i>

<input checked="" type="checkbox"/> 3.1 Cost Plus Fixed Fee Method			
Item	Description of Items Within Method	Applicable Rate/Amount or Percentage	Interim Payments
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage Value	[see Item 1]
Item IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 (“FAR”), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. For the purpose of this Agreement, an accounting period shall be the CONSULTANT’s fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 157 %, in all events not to exceed 157 %, subject to audit. 	[see Item 1]
Item V	<ul style="list-style-type: none"> Negotiated Lump Sum Fixed Fee. Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed. 	<ul style="list-style-type: none"> A negotiated Lump Sum Fee which in this AGREEMENT shall equal: \$45,138.00 	[see Item 1]
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	<ul style="list-style-type: none"> Maximum Amount Payable under this Method shall be: \$612,000.00 	[see Item 1]

ARTICLE 4 – INSPECTION

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

ARTICLE 5 – AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

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

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

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

ARTICLE 6 – FINAL PAYMENT

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

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

ARTICLE 7 – EXTRA WORK

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall

provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.

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

ARTICLE 8 – CONSULTING LIABILITY

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

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

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

ARTICLE 9 – WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE 10 – INTERCHANGE OF DATA

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

ARTICLE 11 – RECORDS RETENTION

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

ARTICLE 12 – DAMAGES AND DELAYS

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

ARTICLE 13 – TERMINATION

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

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14 – DEATH OR DISABILITY OF THE CONSULTANT

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

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized

representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15 – CODE OF ETHICS

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

ARTICLE 16 – INDEPENDENT CONTRACTOR

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

ARTICLE 17 – COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18 – TRANSFER OF AGREEMENT

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

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

ARTICLE 19 – PROPRIETARY RIGHTS

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

ARTICLE 20 – SUBCONTRACTORS/SUBCONSULTANTS

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

ARTICLE 21 – CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22 – CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

ARTICLE 23 – RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT’S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24 – NON-DISCRIMINATION REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE 27 – WAGE AND HOURS PROVISIONS

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

ARTICLE 28 – INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29 – SERVICE OF PROCESS

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

ARTICLE 30 – MISCELLANEOUS

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

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

Reference: Municipal Contract No. _____

Municipality THE CITY OF WATERTOWN	Consultant AECOM USA, INC.
By:	By:
Name:	Name: Thomas J. Cascino, P.E.
Title:	Title Vice President
Date:	Date:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 19 _____ before me, the subscriber, personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.

**Attachment A
Project Description and Funding**

Term of Agreement Ends: _____

PIN: 7753.15

BIN: N/A

- Main Agreement
- Amendment to Agreement; Amendment Number: _____
- Supplement to Agreement; Supplement Number: _____

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance

Start Date: _____

Finish Date: _____

Project Description

The proposed project is the reconstruction of Factory Street between Mill Street on the west and Huntington Street on the east.

Project Location

City of Watertown, Jefferson County

Consultant Work Type(s)

See Attachment B for more detailed Task List.

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

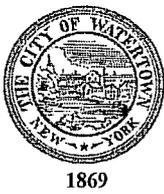
\$ 612,000.⁰⁰

**Attachment B
Task List**

See Scope of Services/Proposal

**Attachment C
Pricing Information**

See Scope of Services/Proposal at Exhibits A-C.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 15 November 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Professional Services Agreement for Preliminary Design of the Factory
Street Reconstruction Project, PIN 775315

Enclosed is a revised copy of the professional services agreement and backup documents for the preliminary design of the Factory Street Reconstruction Project in the amount of \$612,000. The consultant selected, AECOM, has done previous federally funded design work for the City on the Bellew Ave and the Pearl Street Bridge projects under the name of Earth-Tech.

This project is a "Pass Through" project and is being progressed under the Procedures for Locally Administered Federal Aid Projects. The consultant was selected from the City of Watertown Locally Driven Selection Arrangement (LDSA) shortlist. This shortlist of five firms was developed from the NYSDOT Regional List of pass through consultants.

This agreement covers preliminary design (Phases I-IV). A supplemental agreement will need to be approved for final design, (Phases V-VI) during fiscal year 2012.

Our pass through agreement with the NYSDOT allows \$940,000 for Design Phases I-VI and ROW.

The Council previously approved the scope of services at the September 6, 2011 meeting. However, following that approval the NYSDOT requested changes to the agreement format and scope of services. Those changes have been incorporated into the agreement and scope and they have been reviewed by the City Attorney. The revised scope includes more effort for the real property and environmental tasks that was originally planned for inclusion in the Phases V and VI supplemental. This increased the amount of the agreement from \$500,000 to \$612,000.

Please prepare a resolution for Council consideration. Three originals are on file and will be forwarded for signature upon approval.



CITY OF WATERTOWN

**SCOPE OF SERVICES/PROPOSAL
HIGHWAY RECONSTRUCTION PROJECT**

**FACTORY STREET:
MILL STREET TO HUNTINGTON STREET**

DESIGN PHASES I-IV

PIN 7753.15

JEFFERSON COUNTY, NEW YORK

NOVEMBER 2011

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

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Design Phases I-IV
City of Watertown, Jefferson County

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PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 1 - GENERAL

1.01 Project Description and Location

Name and Title

PIN: 7753.15

Factory Street Reconstruction: Mill Street to Huntington Street

Location

City of Watertown, Jefferson County

Description

The proposed project is the reconstruction of Factory Street between Mill Street on the west and Huntington Street on the east. The project length is approximately 2,600 linear feet. This scope assumes the limits of work are inclusive of the intersections (and their traffic signals) at each end of the project.

Note

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits and study limits specified in the current Scope of Services.

1.02 Contract Administrator

The **Municipality's** Contract Administrator for this project is Mr. Kurt W. Hauk, P.E., who can be reached at (315) 785-7740.

All correspondence to the **Municipality** should be addressed to:

Mr. Kurt W. Hauk, P.E., City Engineer
City of Watertown Department of Engineering
Suite 305, City Hall
245 Washington Street
Watertown, NY 13601

The Contract Administrator should receive copies of all project correspondence directed other than to the **Municipality**.

1.03 Project Classification

This project is assumed to be a Class II Action (Categorical Exclusion with Documentation) under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New

York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Municipality** with reports, plans, estimates, and other data specifically described in Sections 1-8 and 10.

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

1.05 Project Familiarization

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

- approved Initial Project Proposal (IPP) – [received]
- transportation needs
- plans for future related transportation improvements or development in the project area
- traffic data
- accident records and history
- record as-built plans of all municipal utilities
 - water, combined sewer, sanitary sewers, storm drainage
 - and any supplemental notes, records, or recollections of recent repairs or known problem areas if not indicated on the record plans
- pavement history
- anticipated permits and approvals (initial determination)
- terrain data requirements for design

- copies of available studies and reports related to the project, including but not limited to:
 - documents related to the *Local Waterfront Revitalization Program for the Black River*
 - most current master plan for the City of Watertown
 - any traffic studies conducted in the area
- other relevant documents pertaining to the project
 - record as-built plans of Public Square Streetscape Project
 - record as-built plans of other transportation projects that abut the project
 - digital (if available) or paper copies of city tax maps for the entire project area
 - information on historic properties in the project area
- indication of any locally-funded (betterment) work to be added to the project
- additional items described by Municipality at Task List Meeting as being available:
 - water usage records for various accounts
 - topographic information in Factory Street watershed
 - Sanborn Maps (to be treated as confidential information)
 - List of known building vaults
 - List of known contaminated areas
 - Hydra CSO basin modeling files
 - J: Drive access for information review

As a general rule, it will be acceptable for the **Municipality** to send the above items in digital format, either PDF for general documents or in native file formats for any CADD files or modeling files. However, hardcopy paper copies are requested for any items that have unique content (such as oversized pages and color figures) that would be difficult to replicate from PDF printing.

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

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

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

- preview visual aids for public meetings
- manage sub-consultants and subcontractors

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

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** on a monthly basis a Progress Report in a format approved by the **Municipality**. The Progress Report must contain the “Progress Report Summary Sheet” (found in the “Locally Administered Federal Aid Procedures Manual”). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Municipality**, this task will not be performed during the suspension period.)

The **Consultant** will prepare and submit to the **Municipality** an updated project schedule with each monthly progress report.

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the “Locally Administered Federal Aid Procedures Manual,” including the latest updates.

The **Consultant** will verify with NYSDOT Region 7 Planning prior to starting the design which additional manuals are to be included in Sections 2 through 5 over and above those listed in the “Locally Administered Federal Aid Procedures Manual” for those respective sections. Use of those manuals becomes locked in with the completion of the Design Approval Document.

1.09 Specifications

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

The **Consultant** will also incorporate the **Municipality’s** water main and services specifications, sewer notes, and sidewalk concrete specifications, along with special specifications for streetscape items used on recent adjacent projects. The **Municipality** will submit any and all special specifications to NYSDOT early in the process to secure approval. Special specifications will be written in conformance to NYSDOT guidelines.

1.10 Sub-consultants

The **Consultant** will be responsible for:

- coordinating and scheduling work, including work to be performed by sub-consultants
- technical compatibility of a sub-consultant's work with the prime consultant's and other sub-consultant's work
- reviewing a sub-consultant's work for quality control before transmitting to the **Municipality**

The **Consultant** anticipates use of sub-consultants for the following work:

- Surveying
- Right-of-Way Acquisition (if not done by NYSDOT, will be added by supplemental agreement)
- Hazardous Waste Screening and Assessment

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** anticipates use of subcontractors for the following work:

- Subsurface Utility Engineering (exploratory utility locating)
- Phase IA/IB Archeological Study
- Hazardous or Asbestos-containing materials testing, if necessary
- Geotechnical exploration
- Wastewater sampling
- Traffic counts

SECTION 2 - DATA COLLECTION & ANALYSIS

2.01 Design Survey

A. Ground Survey

The **Consultant** will provide terrain data required for design by means of a topographic field survey. The **Consultant** will:

- survey between face of building and face of building, plus additional distances along sides of buildings, into parking areas and open lots, and along intersecting streets as required to fully show all conditions relevant to design
- survey locations that may be needed for providing a new storm drainage outfall
- survey invert elevations of existing combined, sanitary, and storm sewers
- locate and establish elevations from within building interiors of service connections for water, sewer, and gas to each structure along the project

See also Popli Design Group information at Exhibit B.

B. Photogrammetric Survey

INTENTIONALLY LEFT BLANK, ASSUME ALL SURVEY WILL BE GROUND SURVEY

C. Stream Survey

INTENTIONALLY LEFT BLANK, ASSUME EXISTING MAPPING WILL DEMONSTRATE BLACK RIVER FLOOD PLAIN DOES NOT AFFECT PROJECT

D. Survey of Wetland Boundaries

The **Consultant** will perform field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

E. Supplemental Survey

INTENTIONALLY LEFT BLANK, SUPPLEMENTAL SURVEY RESERVED FOR SUBSEQUENT PHASE

F. Standards

Survey will be done in accordance with the standards set forth in the "Locally

Administered Federal Aid Procedures Manual” and in accordance with local standards (described in Section 10 of this Task List, if applicable).

2.02 Design Mapping

The **Consultant** will provide the following design mapping:

- 20 scale mapping with 1-foot contour intervals

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

See also Popli Design Group information at Exhibit B.

2.03 Determination of Existing Conditions

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

2.04 Accident Data and Analysis

The **Municipality** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets, and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

2.05 Traffic Counts

The **Municipality** will obtain current traffic count and turning movement data and provide to **Consultant**.

The **Consultant** will determine growth factors for forecasting, and forecast data, in accordance with the requirements noted in the “Locally Administered Federal Aid Procedures Manual.”

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year (based on the growth factors) volumes on the mainline, on each approach of all intersections, and at major traffic generators.

2.06 Capacity Analysis

The **Consultant** will perform capacity analyses using the latest version of the Transportation Research Board's "Highway Capacity Manual" at mainline and intersection locations within the project limits to determine:

- existing level of service
- design year level of service
- estimates of the duration of the poor level of service where it occurs during commuter travel periods

The **Consultant** will develop project travel speed and delay estimates for the peak hour and average hour for:

- existing traffic conditions
- design year traffic for the null alternative

2.07 Future Plans for Roadway and Coordination with Other Projects

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

The **Municipality** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes). The **Municipality** will provide all necessary information pertaining to the other projects or developments.

2.08 Soil Investigations

The **Consultant** will determine the boring locations, diameters, and sampling intervals; and designate soil boring numbers.

The **Municipality** will provide traffic control; take the soil borings; document the resulting subsurface information; survey the actual boring locations; and provide all data to the **Consultant**.

2.09 Hydraulic Analysis

INTENTIONALLY LEFT BLANK, NOT APPLICABLE

2.10 Bridges to be Rehabilitated

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2.11 Pavement Evaluation

The **Consultant** will perform a pavement evaluation in accordance with the "Locally Administered Federal Aid Procedures Manual." Analyses will consider thickness design.

The **Consultant** will develop and transmit two (2) copies of a draft report along with the cores to the **Municipality** for review.

The **Municipality** will consult with NYSDOT to determine recommended pavement treatments as part of this review, and will provide the **Consultant** with all comments including the recommended treatments.

The **Consultant** will revise the report to incorporate review comments (assumed minor) and to add the recommended treatment(s) to the "Recommendations" section. The **Consultant** will include a summary in the DAD and retain the report in the project files.

2.12 Utility Identification

The **Consultant** will perform a Quality Level B location survey for underground water, natural gas, electric, telephone, and fiber optic telephone within the project limits. The **Consultant** will coordinate the incorporation of this survey's results into the project mapping defined in Section 2.02.

The **Municipality** will perform an inspection of the existing combined storm/sanitary sewer system by use of a portable sewer inspection crawler/robotic camera. The **Consultant** will be present during this inspection and assist with the data collection. The **Consultant** will compile the data collected during this inspection and prepare a report of finding on the condition of the sewer pipe including the location of all lateral connections and the condition of the lateral interface connection with the trunk line. No investigation will be completed on the location and type of laterals beyond the public ROW limits. Any investigation required on the type of laterals exiting private property to the public sewer system will be completed by supplemental agreement.

SECTION 3 - PRELIMINARY DESIGN

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the “Locally Administered Federal Aid Procedures Manual.”

The **Municipality** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

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

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

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

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

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

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

The **Consultant** will meet with the **Municipality** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs,

advantages, disadvantages, and problem areas of each. From these concepts the **Municipality** will select one, or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

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

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the “Locally Administered Federal Aid Procedures Manual”
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections
- pavement
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs)
- sidewalk vaults
- drainage
- maintenance responsibility
- maintenance and protection of traffic during construction
- soil and foundation considerations
- utilities (public: **Consultant** will include estimated costs of relocation, if determined to be reimbursable by the project, for each alternative; private: **Municipality** will negotiate with utilities for relocation)
- railroads
- right-of-way acquisition requirements
- conceptual landscaping (performed by a Registered Landscape Architect)
- accessibility for pedestrians, bicyclists and the disabled
- lighting
- construction cost factors

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

- 20 scale plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill

- limits; and proposed right-of-way acquisition lines
- profiles, at a scale of 1"=20' horizontal and 1"=4' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data
- typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes
- 20 scale plans and/or appropriate tables indicating the potential conflicts of each alternative with public and private utilities

3.03 Cost Estimates

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

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

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be a Design Report.

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

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will submit a PDF (no hardcopies) of the Draft DAD to the **Municipality** for review. The **Municipality** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The **Consultant** will provide the **Municipality** with a PDF and five (5) copies of the signed Draft DAD for distribution to advisory agencies.

The **Municipality** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **Municipality** in evaluating and preparing individual

responses to the review comments received.

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

A. Public Information Meeting(s)

The **Consultant** will assist the **Municipality** at two (2) public information meeting(s) with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **Municipality** will arrange for the location of public information meeting(s). The **Consultant** will assist the **Municipality** with appropriate notification.

B. Public Hearing(s)

If a Public Hearing is needed, the **Consultant's** scope will be added by supplemental agreement.

3.07 Preparation of Final Design Approval Document

The **Municipality** will obtain all necessary approvals and concurrences, and will publish all applicable legal notices.

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

The **Consultant** will submit a PDF (no hardcopies) of the Final DAD to the **Municipality** for review. The **Municipality** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **Municipality** will submit five (5) copies of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **Municipality** will grant or obtain, from or through the NYSDOT, Design Approval.

SECTION 4 - ENVIRONMENTAL

4.01 NEPA Classification

The **Consultant** will verify the anticipated NEPA Classification.

If the project is assumed to be a Class II action, then the **Consultant** will complete the NEPA Checklist, and forward the completed checklist to the **Municipality** for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The NEPA Checklist need not be completed for projects assumed to be Class I or III actions.

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

4.02 SEQRA Classification

The **Consultant** will assist the **Municipality** in complying with SEQRA (6 NYCRR Part 617). The **Municipality** is the Lead Agency. Consultant tasks include, but are not limited to:

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

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

4.03 Screenings and Preliminary Investigations

The **Consultant** will screen and perform supplemental preliminary investigations to determine potential impacts resulting from the design alternative for:

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

- Parks
- Hazardous Waste (See Popli Design Group information at Exhibit B.)
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts
- Critical Environmental Areas
- Environmental Justice Areas

Work will be performed, as detailed in the NYSDOT “Locally Administered Federal Aid Procedures Manual,” to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **Municipality** must concur with the **Consultant’s** determination and a supplemental agreement executed prior to any work being initiated under this task.

Detailed study or analysis work will be performed and documented as detailed in the NYSDOT “Locally Administered Federal Aid Procedures Manual.” Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Only the following detailed studies or analyses are known to be needed and included in the initial scope:

- Historic Resources (the Consultant acknowledges that NYSDOT is the contact entity for SHPO and THPO)
- Hazardous Waste Assessments (See Popli Design Group information at Exhibit B.)

4.05 Permits and Approvals

The **Consultant** will identify the permit requirements in the DAD. No permits will be applied for nor approvals sought during Phases I-IV.

4.06 Environmental Hearing

INTENTIONALLY LEFT BLANK, ASSUMED NOT APPLICABLE

SECTION 5 - RIGHT-OF-WAY

5.01 Abstract Request Map and/or Title Search

The **Consultant** will complete title searches (abstracts of title) for properties to be acquired by the **Municipality**. Work will be completed in accordance with the required lead time before PS&E.

See also Popli Design Group information at Exhibit B.

5.02 Right-of-Way Survey

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

See also Popli Design Group information at Exhibit B.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **Municipality** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant** will prepare acquisition maps in accordance with the format provided by the **Municipality**.

All right-of-way mapping will show only English dimensions.

The **Consultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

See also Popli Design Group information at Exhibit B.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the "Locally Administered Federal Aid Procedures Manual."

See also Popli Design Group information at Exhibit B.

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **Municipality** on all alternatives being considered and will provide updated estimates, as necessary.

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

5.06 Public Hearings/Meetings

The **Consultant** will conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedure Law. However, as noted under section 3.06, initial assumption is that a Public Hearing is not required, and will be added by supplemental agreement if needed.

5.07 Property Appraisals

5.08 Appraisal Review

5.09 Negotiations and Acquisition of Property

5.10 Relocation Assistance

5.11 Property Management

5.07 TO 5.11 INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 6 - DETAILED DESIGN

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

- 6.01 Preliminary Bridge Plans**
- 6.02 Advance Detail Plans (ADPs)**
- 6.03 Contract Documents**
- 6.04 Cost Estimate**
- 6.05 Utilities**
- 6.06 Railroads**
- 6.07 Bridge Inventory and Load Rating Forms**
- 6.08 Information Transmittal**

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 7 - ADVERTISEMENT, BID OPENING AND AWARD

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

- 7.01 Advertisement**
- 7.02 Bid Opening (Letting)**
- 7.03 Award**

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 8 - CONSTRUCTION SUPPORT

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

8.01 Construction Support

PIN 7753.15
Factory Street Reconstruction: Mill Street to Huntington Street
Design Phases I-IV
City of Watertown, Jefferson County

SECTION 9 - CONSTRUCTION INSPECTION

INTENTIONALLY LEFT BLANK; NOT PART OF THIS PHASE I-IV AGREEMENT.

- 9.01 Equipment**
- 9.02 Inspection**
- 9.03 Municipal Project Engineer**
- 9.04 Ethics**
- 9.05 Health and Safety Requirements**
- 9.06 Staff Qualifications and Training**
- 9.07 Scope of Services / Performance Requirements**

SECTION 10 - ESTIMATING & TECHNICAL ASSUMPTIONS

10.01 Estimating Assumptions

Please refer to Exhibit A "Staffing Estimate" pages for additional breakdown of work elements and hours assumptions by subtask. The following basic assumptions have been made for estimating purposes:

Section 1 Estimate 6 project meetings during the life of this agreement, inclusive of a start-up meeting and taking line review meeting (but not including public hearing/information meetings or specifically stated onsite studies).

Estimate 9 cost and progress reporting periods (November 2011 through August 2012) will occur during the life of this agreement.

Estimate AECOM-internal Project Work Plan will be developed and maintained, health and safety documentation will be developed and maintained, and all elements of AECOM's Project Delivery System will be implemented.

Section 2 Estimate 10 accident locations will require analysis.

Estimate 10 shallow pavement cores and 6 soil borings will be recovered by Municipality for analysis by Consultant.

SUE Level B survey subcontract estimated cost \$40,000.

Section 3 Estimate 3 concepts will be evaluated.

Estimate 3 design alternatives will be analyzed in addition to the null alternative.

Estimate 2 Public Information Meetings and 0 Public Hearings.

Estimate 1 cost estimate plus 2 updates will be required.

Section 4 Estimate no wetland mapping is required.

{See also Exhibit B assumptions}

Section 5 {See Exhibit B assumptions}

Sections 6-9 INTENTIONALLY LEFT BLANK

10.02 Technical Assumptions

- In addition to **Municipality**-provided accident data, the **Consultant** will obtain accident records from or through NYSDOT. It is assumed the combined data will be suitable for required evaluations.
- Ornamental street lighting is preferred. If not feasible due to cost or space limitations, “cobra” fixtures will be used, provided the cobra fixtures are consistent with any historic factors identified during SHPO coordination.
- A detailed capacity analysis is required.
- Three design alternatives including the null alternative are assumed.
- Only those Detailed Studies and Analyses specifically listed at Section 4.04 are included. If further detailed analyses are deemed necessary, the **Consultant** proposes to add these via supplemental agreement.
- Proposed Project Schedule is as follows:
 - Negotiation and Execution of Agreement: 12/02/11
 - Project Start: 12/05/11
 - Design Approval Document complete: 07/27/12
 - Design Approval: 08/31/12

Exhibit A

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
01.02													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.02 Contract Administrator	Office										
			AECOM Project Delivery System (PDS) - "Planning" components	1	66	\$3,764.08	\$0.00				\$0.00		
			AECOM Project Delivery System (PDS) - "Execution" components	2	38	\$2,319.40	\$0.00				\$0.00		
			AECOM Project Delivery System (PDS) - "Closure" components	3	0	\$0.00	\$0.00				\$0.00		
			AECOM Recurring PQR oversight (1.0 hours/week)	4	39	\$2,971.41	\$0.00		\$75.00	\$15.00	\$90.00		
			Task 01 general recordkeeping	5	40	\$822.80	\$0.00		\$75.00	\$15.00	\$90.00		
			Filing and organization of start up documents	6	64	\$1,925.12	\$0.00				\$0.00		
			General project management not included in other line items	7	253.5	\$11,643.26	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.02	500.5	\$23,446.07	\$0.00	\$0.00	\$150.00	\$30.00	\$180.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$67,487.15							
			Assume 2.5 hours/week for PM, 4 hours/week for DPM	7									
01.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.05 Project Familiarization	Office										
			Receive, organize, and file record documents from City	1	40	\$1,455.60	\$0.00				\$0.00		
			Initial technical/familiarity review of documents	2	60	\$3,051.90	\$0.00				\$0.00		
			Site Walk for Latham-based staff	3	24	\$1,126.48	\$316.00				\$316.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.05	124	\$5,633.98	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$16,216.85							
01.06													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.06 Meetings	Office										
			Start Up Meeting	1	40	\$2,082.12	\$1,241.00				\$1,241.00		
			To finalize details and deliverables with subconsultant	2	16	\$734.88	\$316.00				\$316.00		
			To discuss design alternatives and project specifics	3	40	\$2,082.12	\$1,241.00				\$1,241.00		
			To discuss chosen design alternative and finalize project specifics	4	16	\$734.88	\$316.00				\$316.00		
			Taking Line Review meeting	5	16	\$734.88	\$316.00				\$316.00		
			Miscellaneous	6	16	\$734.88	\$316.00				\$316.00		
			Subtotal Hours (identify task from pulldown)	01.06	144	\$7,103.76	\$3,746.00	\$0.00	\$0.00	\$0.00	\$3,746.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$20,447.46							
			AECOM PM and one additional AECOM attendee at each meeting	all									
			Assume 1 miscellaneous meetings	4									
01.07													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.07 Cost and Progress Reporting	Office										
			Regular monthly progress report/invoice	1	54	\$2,175.30	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.07	54	\$2,175.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$6,261.38							
			Assume 1 hour each for PM; 3 hours each for DPM; 2 hours each for project controls	1									

AECOM Staffing Estimate						ODC's Table				Subcontractor Table			
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
01.08													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.08 Policy and Procedures	Office										
			Review LAFA Procedures Manual in context of this specific project	1	8	\$436.96	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.08	8	\$436.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,257.75							
01.09													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.09 Specifications	Office										
			Review City's special specifications	1	9	\$448.71	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.09	9	\$448.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,291.57							
01.10													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.10 Subconsultants	Office										
			Coordinate and schedule subconsultant work	1	16	\$800.20	\$0.00				\$0.00		
			Coordinate supplemental (in scope) survey	2	6	\$287.66	\$0.00				\$0.00		
			General coordination and subconsultant management	3	8	\$367.44	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.10	30	\$1,455.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,188.94							
			Limited to Popli Design Group	1-3									
01.11													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	01 General	01.11 Subcontractors	Office										
			Procure subcontractor for subsurface utility engineer (SUE)	1	12	\$551.16	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	01.11	12	\$551.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,586.46							
			Will subcontract for subsurface utility engineering unless NYSDOT can provide	1									

AECOM Staffing Estimate						ODC's Table				Subcontractor Table			
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
02.01													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.01 Design Survey	Office										
			Receive and process survey deliverables	1	20	\$920.60	\$0.00				\$0.00		
			Participate in surveyor's building interior evaluations	2	16	\$499.04	\$632.00				\$632.00		
			Vault Evaluations	3	16	\$685.84	\$316.00				\$316.00		
			Task 02 general recordkeeping	4	80	\$1,645.60	\$0.00		\$100.00	\$25.00	\$125.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.01	132	\$3,751.08	\$948.00	\$0.00	\$100.00	\$25.00	\$1,073.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$10,797.11							
			City to provide press release, notification letter, & presence at building visits	2									
			Assume no AECOM GPS survey of wetlands is required										
02.02													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.02 Design Mapping	Office										
			Make basemap edits to incorporate field work elements	1	20	\$920.40	\$0.00				\$0.00		
			Make basemap edits in preparation for plan sheet borders	2	24	\$1,104.32	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.02	44	\$2,024.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$5,827.95							
02.03													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.03 Determination of Existing Conditions	Office										
			Research existing conditions by discipline	1	92	\$4,863.12	\$0.00				\$0.00		
			Ground survey field validation	2	24	\$751.68	\$316.00				\$316.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.03	116	\$5,614.80	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$16,161.64							
02.04													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.04 Accident Data and Analysis	Office										
			Accumulate and analyze accident data	1	6	\$315.74	\$0.00				\$0.00		
			Prepare diagrams	2	20	\$962.80	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.04	26	\$1,278.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$3,680.15							
			City to provide police accident history	1									
			Assume 10 accidents will require analysis	2									

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
02.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.05 Traffic Counts	Office										
			Coordinate with City as to locations/information required	1	0	\$0.00	\$0.00				\$0.00		
			Review City-provided data and create turning movement diagrams	2	32	\$1,705.16	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.05	32	\$1,705.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,908.13							
			City to collect traffic count data and turning movement info using City-owned counters, and provide output using Traxpro software.	1									
02.06													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.06 Capacity Analysis	Office										
			LOS Analysis per Highway Capacity Manual	1	116	\$6,065.72	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.06	116	\$6,065.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$17,459.57							
02.07													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.07 Future Plans for Roadway and Coordination with Other Projects	Office										
			Incorporate future plans data/info from Municipality	1	8	\$427.96	\$0.00				\$0.00		
			Incorporate building occupancy info into sanitary sewer modeling	2	8	\$535.68	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.07	16	\$963.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$2,773.74							
02.08													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.08 Soil Investigations	Office										
			Map appropriate locations for borings	1	10	\$376.02	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.08	10	\$376.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,082.34							
			City to conduct borings, provide field oversight, and record locations via GPS.	1									

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
02.11													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.11 Pavement Evaluation	Office										
			Prepare pavement evaluation report	1	54	\$2,758.90	\$0.00				\$0.00		
			Receive treatment recommendations from Municipality and review	2	6	\$396.62	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.11	60	\$3,155.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$9,082.85							
			Cores recovered under 2.08	1									
02.12													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	02 Data Collection	02.12 Utility Identification (R7)	Office										
			Review and Incorporate SUE work into design mapping	1	30	\$1,450.38	\$0.00				\$0.00	\$40,000.00	SUE Subcontractor
			Attend video inspection work	2	32	\$998.08	\$1,264.00				\$1,264.00		
			Analyze video inspection and provide report	3	38	\$2,149.38	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	02.12	100	\$4,597.84	\$1,264.00	\$0.00	\$0.00	\$0.00	\$1,264.00	\$40,000.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$13,234.42							
			AECOM responsible for SUE Level B only	1									
			City responsible for Video Inspection	2									
03.01													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.01 Design Criteria	Office										
			Identify applicable design standards and establish design criteria	1	16	\$894.44	\$0.00				\$0.00		
			Provide criteria for Municipality to obtain NYSDOT concurrence	2	2	\$91.86	\$0.00				\$0.00		
			Identify non-standard features	3	24	\$1,273.96	\$0.00				\$0.00		
			Task 03 general recordkeeping	4	40	\$822.80	\$0.00		\$200.00	\$50.00	\$250.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.01	82	\$3,083.06	\$0.00	\$0.00	\$200.00	\$50.00	\$250.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$6,874.28							
03.02													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.02 Development of Alternatives (03.02A, 03.02B)	Office										
			Prepare conceptual sewer separation plan and narrative	1	68	\$3,799.40	\$0.00				\$0.00		
			3.02A Prepare rudimentary plan, profile, section, etc. for alternatives	2	110	\$6,554.70	\$0.00				\$0.00		
			3.02A Estimate order-of-magnitude costs	3	20	\$682.76	\$0.00				\$0.00		
			3.02B Detailed evaluation of alternatives	4	68	\$3,879.68	\$0.00				\$0.00		
			3.02B Drawings for alternatives	5	242	\$12,392.26	\$0.00				\$0.00		
			3.02B Solicit Municipality feedback on drawings; revise as needed	6	26	\$1,213.90	\$0.00				\$0.00		
				7	0	\$0.00	\$0.00				\$0.00		
				8	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.02	534	\$28,522.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$82,099.74							
			Meeting included at 1.06	2									
			Assume approx 4 hours analysis for each of 16 parameters in scope of services at 3.02B	4									

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
03.03													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.03 Cost Estimates	Office										
			Prepare initial cost estimates for each alternative	1	40	\$1,589.20	\$0.00				\$0.00		
			Maintain cost estimates as designs evolve	2	44	\$1,431.32	\$0.00				\$0.00		
			Make periodic updates to estimates as required	3	20	\$682.76	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.03	104	\$3,703.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$10,659.52							
03.04													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.04 Preparation of Draft Design Approval Document	Office										
			Pull together all analyses and compose draft Design Approval Document	1	164	\$8,573.96	\$0.00				\$0.00		
			Revise draft DAD to incorporate Municipality comments	2	18	\$889.42	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.04	182	\$9,463.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$27,239.39							
			Provide DAD as PDF only; City to produce any hardcopies	2									
03.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.05 Advisory Agency Review	Office										
			Prepare DAD copies for Advisory Agency review	1	16	\$600.84	\$0.00	\$150.00	\$40.00		\$190.00		
			Prepare responses to review comments received	2	48	\$2,620.24	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.05	64	\$3,221.08	\$0.00	\$150.00	\$40.00	\$0.00	\$190.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$9,271.56							
			Provide up to 10 copies of final Draft DAD	1									
03.06													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.06 Public Information Meeting(s) and/or Public Hearing(s)	Office										
			Prepare displays, handouts, etc. for Public Information Meeting #1	1	32	\$1,542.24	\$0.00	\$75.00		\$300.00	\$375.00		
			Attend Public Information Meeting #1	2	32	\$1,921.36	\$1,118.00				\$1,118.00		
			Prepare displays, handouts, etc. for Public Information Meeting #2	3	32	\$1,542.24	\$0.00	\$75.00		\$300.00	\$375.00		
			Attend Public Information Meeting #2	4	24	\$1,380.40	\$316.00				\$316.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.06	120	\$6,386.24	\$1,434.00	\$150.00	\$0.00	\$600.00	\$2,184.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$18,382.15							
			Display board mounting costs included under Misc.	1 & 3									

AECOM Staffing Estimate							ODC's Table				Subcontractor Table		
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
03.07													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	03 Preliminary Design	03.07 Preparation of Final Design Approval Document	Office										
			Prepare design recommendation	1	12	\$577.60	\$0.00				\$0.00		
			Update Draft DAD as needed and produce Final DAD	2	22	\$944.94	\$0.00	\$150.00	\$40.00		\$190.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	03.07	34	\$1,522.54	\$0.00	\$150.00	\$40.00	\$0.00	\$190.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$4,382.48							
			Provide 10 copies of Final DAD	2									
04.01													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	04 Environmental	04.01 NEPA Classification	Office										
			Verify initial NEPA determination and complete checklist	1	26	\$1,564.82	\$0.00				\$0.00		
			Task 04 general recordkeeping	2	60	\$1,234.20	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	04.01	86	\$2,799.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$8,056.70							
04.02													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	04 Environmental	04.02 SEQRA Classification	Office										
			Draft letters, declarations, and notices for SEQRA compliance	1	38	\$1,954.54	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	04.02	38	\$1,954.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$5,625.95							
			City Council will make SEQRA determination	1									
04.03													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	04 Environmental	04.03 Screenings and Preliminary Investigations	Office										
			State and Federal wetland screenings (on site)	1	20	\$780.50	\$316.00			\$25.00	\$341.00		
			State and Federal wetland screenings (office support/research)	2	4	\$161.40	\$0.00				\$0.00		
			Ground Water screening	3	6	\$302.76	\$0.00				\$0.00		
			Ecology/Endangered, Floodplains, Coastal Zone, Navigable Water, Parks, Farmlands, Visual Impacts, Critical Environmental Area, and Environmental Justice Area screenings	4	28	\$1,459.56	\$0.00				\$0.00		
			Historic resources screening (OPRHP website search, etc.)	5	3	\$137.79	\$0.00				\$0.00		
			Asbestos screening	6	8	\$397.68	\$0.00				\$0.00		
			Hazardous Waste screening (coordinate/QC Sub)	7	10	\$389.64	\$0.00				\$0.00		
			Energy screening	8	2	\$152.38	\$0.00				\$0.00		
			Noise and Air Quality screenings	9	8	\$367.44	\$0.00				\$0.00		
			General coordination of all screenings	10	16	\$908.40	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	04.03	105	\$5,057.55	\$316.00	\$0.00	\$0.00	\$25.00	\$341.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$14,557.65							
			NYSDOT will interface with SHPO	5									
			Municipality to check whether NYSDOT will submit screening letters	all									
			Subconsultant will perform screening of full project corridor	7									

AECOM Staffing Estimate						ODC's Table				Subcontractor Table			
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
04.04													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	04 Environmental	04.04 Detailed Studies and Analyses	Office										
			Procure subcontractor for Phase 1A/1B services	1	8	\$410.82	\$0.00				\$0.00	\$6,000.00	Phase 1A/1B archeology sub
			Determinations of other required studies	2	18	\$984.12	\$0.00				\$0.00		
			QC work of Phase 1A/1B subcontractor	3	10	\$546.06	\$0.00				\$0.00		
			QC/coordinate work of Hazardous Waste Assessment Sub	4	44	\$1,655.52	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	04.04	80	\$3,596.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$10,352.22							
			Other than Historic Resources and Hazardous Waste Assessment, any necessary studies by Supplemental Agreement										
04.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	04 Environmental	04.05 Permits and Approvals	Office										
			Identify permit requirements in the DAD	1	52	\$2,883.72	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	04.05	52	\$2,883.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$8,300.50							
05.01													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	05 Right-of-Way	05.01 Abstract Request Map and Title Search	Office										
			Coordinate with Popli to provide ARM and/or title search info	1	9	\$443.63	\$0.00				\$0.00		
			Task 05 general recordkeeping	2	16	\$329.12	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
				4	0	\$0.00	\$0.00				\$0.00		
				5	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	05.01	25	\$772.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$2,224.28							
05.02													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	05 Right-of-Way	05.02 Right-of-Way Survey	Office										
			Review subconsultant's ROW survey relative to design constraints	1	22	\$1,048.98	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	05.02	22	\$1,048.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$3,019.38							

AECOM Staffing Estimate						ODC's Table				Subcontractor Table			
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]													
05.03													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	05 Right-of-Way	05.03 Right-of-Way Mapping	Office										
			Review subconsultant's mapping	1	17	\$859.39	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	05.03	17	\$859.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$2,473.67							
05.04													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	05 Right-of-Way	05.04 Right-of-Way Plan	Office										
			Review subconsultant's highway boundary plan	1	6	\$305.84	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	05.04	6	\$305.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$880.33							
05.05													
ID (above)	Task	Subtask	Description (add/delete rows as needed)	Line Item	Total Hours Per Item	DTL Per Item	Travel	Printing	Shipping	Misc.	Sum of ODC's	Subcontractor	Description
	05 Right-of-Way	05.05 Right-of-Way Cost Estimates	Office										
			Prepare ROW cost estimates for DAD	1	8	\$397.70	\$0.00				\$0.00		
				2	0	\$0.00	\$0.00				\$0.00		
				3	0	\$0.00	\$0.00				\$0.00		
			Subtotal Hours (identify task from pulldown)	05.05	8	\$397.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			Estimating Assumptions (add rows as needed)	Line Item	Labor Total:	\$1,144.74							

Exhibit A
Page 1
Salary Schedule

AECOM
Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
PIN 7753.15

JOB TITLE	AVERAGE HOURLY RATES				OVERTIME CATEGORY
	Present 2011	Projected 2012	Max 2011	Max 2012	
ASCE VIII - Officer-In-Charge	\$ 80.69	\$ 80.69	\$ 80.69	\$ 80.69	A
ASCE VIII - Senior Manager	\$ 82.99	\$ 82.99	\$ 87.66	\$ 87.66	A
ASCE VII - Principal Engineer	\$ 76.19	\$ 76.19	\$ 83.93	\$ 83.93	A
ASCE VII - Project Manager	\$ 76.64	\$ 76.64	\$ 84.76	\$ 84.76	A
ASCE VI - Engineer	\$ 54.54	\$ 54.54	\$ 56.60	\$ 56.60	B
ASCE V - Engineer	\$ 45.93	\$ 45.93	\$ 54.16	\$ 54.16	B
ASCE V - Senior Engineer	\$ 57.73	\$ 57.73	\$ 62.93	\$ 62.93	B
ASCE IV - Engineer	\$ 48.95	\$ 48.95	\$ 53.95	\$ 53.95	B
ASCE III - Associate Engineer	\$ 40.84	\$ 40.84	\$ 43.94	\$ 43.94	B
ASCE III - Engineer	\$ 31.19	\$ 31.19	\$ 31.19	\$ 31.19	B
ASCE II/I - Engineer	\$ 26.31	\$ 26.31	\$ 26.31	\$ 26.31	B
ASCE II/I - Junior Engineer	\$ 31.45	\$ 31.45	\$ 36.99	\$ 36.99	B
NICET IV - Chief Cadd Operator	\$ 46.03	\$ 46.03	\$ 53.98	\$ 53.98	C
NICET III - Technician	\$ 33.24	\$ 33.24	\$ 34.48	\$ 34.48	C
Other N/A - Administrator Support	\$ 20.57	\$ 20.57	\$ 33.30	\$ 33.30	C
Other N/A - Architect II	\$ 51.55	\$ 51.55	\$ 63.54	\$ 63.54	C
Other N/A - Environmental Analyst	\$ 50.46	\$ 50.46	\$ 54.71	\$ 54.71	C
Other N/A - Environmental Scientist	\$ 30.59	\$ 30.59	\$ 40.27	\$ 40.27	C
Other N/A - Principal Environmental Planner	\$ 67.62	\$ 67.62	\$ 73.95	\$ 73.95	C
Other N/A - Project Control Engineer	\$ 52.03	\$ 52.03	\$ 70.68	\$ 70.68	C
Other N/A - Sr Environmental Planner	\$ 59.15	\$ 59.15	\$ 62.72	\$ 62.72	C
Other N/A - Sr Environmental Scientist	\$ 47.46	\$ 47.46	\$ 53.85	\$ 53.85	C
Other N/A - Technical Assistant	\$ 28.99	\$ 28.99	\$ 43.02	\$ 43.02	C
Other N/A - Technician	\$ 31.80	\$ 31.80	\$ 37.46	\$ 37.46	C

NOTES:

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E of the original agreement.

OVERTIME POLICY:

- Category A - No overtime compensation.
- Category B - Overtime compensated at straight time rate.
- Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 8 hours per day.

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
 PIN 7753.15

JOB TITLE	01.01	01.02	01.03	01.04	01.05	01.06	01.07	01.08	01.09	01.10	01.11	02.01	02.02	02.03	02.04	02.05	02.06
ASCE VIII - Officer-In-Charge	XX	0	XX	XX	0	0	0	2	0	0	0	0	0	0	0	0	0
ASCE VIII - Senior Manager	XX	16	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
ASCE VII - Principal Engineer	XX	39	XX	XX	2	0	0	0	0	0	0	0	0	8	4	8	24
ASCE VII - Project Manager	XX	4	XX	XX	0	0	0	0	0	0	0	0	0	8	0	0	0
ASCE VI - Engineer	XX	16	XX	XX	2	24	0	0	2	0	0	0	8	0	4	0	0
ASCE V - Senior Engineer	XX	309.5	XX	XX	50	96	36	6	1	16	12	0	6	12	0	0	4
ASCE V - Senior Engineer	XX	16	XX	XX	8	24	0	0	0	4	0	0	16	2	0	0	8
ASCE IV - Engineer	XX	0	XX	XX	32	0	0	0	6	10	0	0	8	0	4	4	40
ASCE III - Associate Engineer	XX	0	XX	XX	2	0	0	0	0	0	0	0	8	12	4	4	40
ASCE III - Engineer	XX	0	XX	XX	0	0	0	0	0	0	0	24	0	12	0	0	0
ASCE III - Engineer	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	4	0	0	0
ASCE III - Engineer	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	12	0	0	0
NICET IV - Chief Cadd Operator	XX	0	XX	XX	0	0	0	0	0	0	0	20	38	0	8	16	0
NICET III - Technician	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	8	0	0	0
Other N/A - Administrator Support	XX	80	XX	XX	16	0	0	0	0	0	0	80	0	0	0	0	0
Other N/A - Architect II	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Environmental Analyst	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Environmental Scientist	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Principal Environmental Planner	XX	0	XX	XX	6	0	0	0	0	0	0	0	0	8	0	0	0
Other N/A - Project Control Engineer	XX	0	XX	XX	2	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Sr Environmental Planner	XX	20	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Sr Environmental Scientist	XX	0	XX	XX	0	0	0	0	0	0	0	0	0	4	0	0	0
Other N/A - Technical Assistant	XX	0	XX	XX	0	0	18	0	0	0	0	0	0	0	0	0	0
Other N/A - Technician	XX	0	XX	XX	4	0	0	0	0	0	0	0	0	4	0	0	0
Total Hours by Task	0	500.5	0	0	124	144	54	8	9	30	12	132	44	116	26	32	116
Direct Technical Labor by Task	XX	\$ 23,446.07	XX	XX	\$ 5,633.98	\$ 7,103.76	\$ 2,175.30	\$ 436.96	\$ 448.71	\$ 1,455.30	\$ 551.16	\$ 3,751.08	\$ 2,024.72	\$ 5,614.80	\$ 1,278.54	\$ 1,705.16	\$ 6,065.72
Overhead (including fringe) by Task	XX	\$ 36,810.32	XX	XX	\$ 8,845.35	\$ 11,152.90	\$ 3,415.22	\$ 686.03	\$ 704.47	\$ 2,284.82	\$ 865.32	\$ 5,889.20	\$ 3,178.81	\$ 8,815.24	\$ 2,007.31	\$ 2,677.10	\$ 9,523.18
Fixed Fee by Task	XX	\$ 7,230.77	XX	XX	\$ 1,737.52	\$ 2,190.80	\$ 670.86	\$ 134.76	\$ 138.38	\$ 448.81	\$ 169.98	\$ 1,156.83	\$ 624.42	\$ 1,731.60	\$ 394.30	\$ 525.87	\$ 1,870.67
Total Labor Fee by Task	XX	\$ 67,487.15	XX	XX	\$ 16,216.85	\$ 20,447.46	\$ 6,261.38	\$ 1,257.75	\$ 1,291.57	\$ 4,188.94	\$ 1,586.46	\$ 10,797.11	\$ 5,827.95	\$ 16,161.64	\$ 3,680.15	\$ 4,908.13	\$ 17,459.57
ODC's by Task	XX	\$ 180.00	XX	XX	\$ 316.00	\$ 3,746.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,073.00	\$ -	\$ 316.00	\$ -	\$ -	\$ -
Subs by Task	XX	\$ -	XX	XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

- 01.01 Project Description and Location
- 01.02 Contract Administrator
- 01.03 Project Classification
- 01.04 Categorization of Work
- 01.05 Project Familiarization
- 01.06 Meetings
- 01.07 Cost and Progress Reporting
- 01.08 Policy and Procedures
- 01.09 Specifications
- 01.10 Subconsultants
- 01.11 Subcontractors
- 02.01 Design Survey
- 02.02 Design Mapping
- 02.03 Determination of Existing Conditions
- 02.04 Accident Data and Analysis
- 02.05 Traffic Counts
- 02.06 Capacity Analysis

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
 PIN 7753.15

JOB TITLE	02.07	02.08	02.09	02.10	02.11	02.12	03.01	03.02	03.03	03.04	03.05	03.06	03.07	04.01	04.02	04.03	04.04
ASCE VIII - Officer-In-Charge	0	0	XX	XX	0	0	0	6	0	0	0	16	0	0	0	0	0
ASCE VIII - Senior Manager	0	0	XX	XX	0	0	0	8	0	0	0	0	0	0	0	0	0
ASCE VII - Principal Engineer	6	0	XX	XX	12	0	8	72	0	0	8	0	0	0	0	2	0
ASCE VII - Project Manager	0	0	XX	XX	0	0	0	12	0	0	0	0	0	0	0	0	0
ASCE VI - Engineer	0	4	XX	XX	4	0	0	0	0	0	0	0	0	0	0	0	0
ASCE V - Senior Engineer	6	0	XX	XX	38	10	18	120	16	48	36	48	10	8	24	39	24
ASCE V - Engineer	4	0	XX	XX	0	32	0	34	0	0	0	0	0	2	2	0	0
ASCE IV - Engineer	0	0	XX	XX	0	24	12	86	0	92	6	48	8	0	4	0	0
ASCE III - Associate Engineer	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
ASCE III - Engineer	0	0	XX	XX	0	32	0	16	80	0	0	0	0	0	0	0	0
ASCE III - Engineer	0	6	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
ASCE III - Junior Engineer	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
NICET IV - Chief Cadd Operator	0	0	XX	XX	0	0	0	136	0	0	0	0	0	0	0	0	0
NICET III - Technician	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	2	0
Other N/A - Administrator Support	0	0	XX	XX	2	0	40	0	0	0	6	0	8	60	0	0	0
Other N/A - Architect II	0	0	XX	XX	0	0	0	4	0	0	0	0	0	0	0	0	0
Other N/A - Environmental Analyst	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	6	2
Other N/A - Environmental Scientist	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	10	0
Other N/A - Principal Environmental Planner	0	0	XX	XX	0	0	0	8	0	32	8	8	4	16	8	22	18
Other N/A - Project Control Engineer	0	0	XX	XX	0	0	0	16	0	0	0	0	0	0	0	0	0
Other N/A - Sr Environmental Planner	0	0	XX	XX	4	2	4	16	8	10	0	0	4	0	0	0	0
Other N/A - Sr Environmental Scientist	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	12	2
Other N/A - Technical Assistant	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	0	0
Other N/A - Technician	0	0	XX	XX	0	0	0	0	0	0	0	0	0	0	0	12	34
Total Hours by Task	16	10	0	0	60	100	82	534	104	182	64	120	34	86	38	105	80
Direct Technical Labor by Task	\$ 963.64	\$ 376.02	XX	XX	\$ 3,155.52	\$ 4,597.84	\$ 3,083.06	\$ 28,522.70	\$ 3,703.28	\$ 9,463.38	\$ 3,221.08	\$ 6,386.24	\$ 1,522.54	\$ 2,799.02	\$ 1,954.54	\$ 5,057.55	\$ 3,596.52
Overhead (including fringe) by Task	\$ 1,512.91	\$ 590.35	XX	XX	\$ 4,954.17	\$ 7,218.61	\$ 4,840.40	\$ 44,780.64	\$ 5,814.15	\$ 14,857.51	\$ 5,057.10	\$ 10,026.40	\$ 2,390.39	\$ 4,394.46	\$ 3,068.63	\$ 7,940.35	\$ 5,646.54
Fixed Fee by Task	\$ 297.19	\$ 115.96	XX	XX	\$ 973.16	\$ 1,417.97	\$ 950.82	\$ 8,796.40	\$ 1,142.09	\$ 2,918.51	\$ 993.38	\$ 1,969.52	\$ 469.55	\$ 863.22	\$ 602.78	\$ 1,559.75	\$ 1,109.17
Total Labor Fee by Task	\$ 2,773.74	\$ 1,082.34	XX	XX	\$ 9,082.85	\$ 13,234.42	\$ 8,874.28	\$ 82,099.74	\$ 10,659.52	\$ 27,239.39	\$ 9,271.56	\$ 18,382.15	\$ 4,382.48	\$ 8,056.70	\$ 5,625.95	\$ 14,557.65	\$ 10,352.22
ODC's by Task	\$ -	\$ -	XX	XX	\$ -	\$ 1,264.00	\$ 250.00	\$ -	\$ -	\$ -	\$ 190.00	\$ 2,184.00	\$ 190.00	\$ -	\$ -	\$ 341.00	\$ -
Subs by Task	\$ -	\$ -	XX	XX	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00

- 02.07 Future Plans for Roadway and Coordination with Other Projects
- 02.08 Soil Investigations
- 02.09 Hydraulic Analysis
- 02.10 Bridges to be Rehabilitated
- 02.11 Pavement Evaluation
- 02.12 Utility Identification (R7)
- 03.01 Design Criteria
- 03.02 Development of Alternatives (03.02A, 03.02B)
- 03.03 Cost Estimates
- 03.04 Preparation of Draft Design Approval Document
- 03.05 Advisory Agency Review
- 03.06 Public Information Meeting(s) and/or Public Hearing(s)
- 03.07 Preparation of Final Design Approval Document
- 04.01 NEPA Classification
- 04.02 SEQRA Classification
- 04.03 Screenings and Preliminary Investigations
- 04.04 Detailed Studies and Analyses

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]
 PIN 7753.15

JOB TITLE	04.05	04.06	05.01	05.02	05.03	05.04	05.05	05.06	05.07	05.08	05.09	05.10	05.11	06.01	06.02	06.03	06.04
ASCE VIII - Officer-In-Charge	XX	0	0	0	0	0	0	XX									
ASCE VIII - Senior Manager	XX	0	0	0	0	0	0	XX									
ASCE VII - Principal Engineer	XX	1	1	0	1	1	1	XX									
ASCE VII - Project Manager	XX	0	0	0	0	0	0	XX									
ASCE VI - Engineer	XX	0	0	0	0	0	0	XX									
ASCE V - Engineer	XX	8	8	16	0	0	5	XX									
ASCE V - Senior Engineer	XX	0	0	0	0	0	0	XX									
ASCE IV - Engineer	XX	0	0	4	16	0	0	XX									
ASCE III - Associate Engineer	XX	0	0	0	0	0	0	XX									
ASCE III - Engineer	XX	0	0	0	0	0	0	XX									
ASCE III - Engineer	XX	0	0	0	0	0	0	XX									
ASCE III - Junior Engineer	XX	0	0	0	0	0	0	XX									
NICET IV - Chief Cadd Operator	XX	0	0	0	0	0	0	XX									
NICET III - Technician	XX	0	0	0	0	0	0	XX									
Other N/A - Administrator Support	XX	16	16	0	0	0	0	XX									
Other N/A - Architect II	XX	0	0	0	0	0	0	XX									
Other N/A - Environmental Analyst	XX	0	0	0	0	0	0	XX									
Other N/A - Environmental Scientist	XX	0	0	0	0	0	0	XX									
Other N/A - Principal Environmental Planner	XX	0	0	0	0	0	0	XX									
Other N/A - Project Control Engineer	XX	0	0	0	0	0	0	XX									
Other N/A - Sr Environmental Planner	XX	0	0	2	0	0	0	XX									
Other N/A - Sr Environmental Scientist	XX	0	0	0	0	0	0	XX									
Other N/A - Technical Assistant	XX	0	0	0	0	0	0	XX									
Other N/A - Technician	XX	0	0	0	0	0	0	XX									
Total Hours by Task	0	25	25	22	17	6	8	0	0	0	0	0	0	0	0	0	0
Direct Technical Labor by Task	XX	\$ 772.75	\$ 772.75	\$ 1,048.98	\$ 859.39	\$ 305.84	\$ 397.70	XX									
Overhead (including fringe) by Task	XX	\$ 1,213.22	\$ 1,213.22	\$ 1,646.90	\$ 1,349.24	\$ 480.17	\$ 624.39	XX									
Fixed Fee by Task	XX	\$ 238.32	\$ 238.32	\$ 323.51	\$ 265.04	\$ 94.32	\$ 122.65	XX									
Total Labor Fee by Task	XX	\$ 2,224.28	\$ 2,224.28	\$ 3,019.38	\$ 2,473.67	\$ 880.33	\$ 1,144.74	XX									
ODC's by Task	XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	XX									
Subs by Task	XX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	XX									

- 04.05 Permits and Approvals
- 04.06 Environmental Hearing
- 05.01 Abstract Request Map and Title Search
- 05.02 Right-of-Way Survey
- 05.03 Right-of-Way Mapping
- 05.04 Right-of-Way Plan
- 05.05 Right-of-Way Cost Estimates
- 05.06 Public Hearings/Meetings
- 05.07 Property Appraisals
- 05.08 Appraisal Review
- 05.09 Negotiations and Acquisition of Property
- 05.10 Relocation Assistance
- 05.11 Property Management - Temporary/Permanent Easements
- 06.01 Preliminary Bridge Plans (06.01A, 06.01B, 06.01C)
- 06.02 Advance Detail Plans (ADP)
- 06.03 Contract Documents
- 06.04 Cost Estimate

Estimate of Direct Non-Salary Costs

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]

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Other Direct Costs (ODC's)

1. Travel, Lodging and Subsistence

\$8,340.00 Total Travel including mileage and lodging

2. Reproduction, Drawings & Reports

\$450.00

3. Shipping

\$530.00

4. Miscellaneous Expenses

\$730.00

\$10,050.00 Total ODC's

Subcontract Costs

traffic counts by subcontractor including rentals [by City]

\$0.00

Soil borings and pavement cores (including M&PT) [by City]

\$0.00

Subsurface Utility Engineering sub

\$40,000.00

Phase 1A/1B archeology sub

\$6,000.00

Video Inspection [by City]

\$0.00

temp:

\$46,000.00 Total Subcontractor

TOTAL DIRECT NON-SALARY COST

\$56,050.00

Exhibit B

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

PROJECT: Factory Street Reconstruction
City of Watertown, Jefferson Co. New York

PIN: 7753.15

2.01 Design Survey – *The Consultant shall comply with the New York State Department of Transportation Land Surveying Standards and Procedures Manual when completing the following tasks*

- Establish a coordinate geometry system of control for the project, tied to the New York State Plane Coordinate System referenced to the North American Datum of 1983/96 (NAD83/96), for future use during construction. The project limits are shown on Figure 1 attached and can be stated as extending along Factory St. from Mill to Huntington Streets, and also including portions of **Waterman, Newell, Mill, Rte. 3, Polk, Mechanic, High, Factory Sq., Fairbanks & Lee Streets** and latterly to the rear of buildings and extending to the banks of the Black River on the northwest.
- Complete a topographic Digital-Terrain-Model (DTM) survey which will include all features, natural or manmade with respective sizes and types within the project limits (see Figure 1), including (but not limited to) first floor elevation of all buildings, above and below ground utilities and or evidence wherever accessible and any and all mark outs of the same.
- Customary ‘English’ units of measurement are required; all deliverables will be provided in these units. Establish survey baseline, tied to physical features and provide a Microstation (.DGN) file.
- Establish five (5) benchmarks at roughly equal intervals along the project length and on objects likely to remain unchanged during construction. Provide ties to physical features, a written description of each and a tabulated reference to the survey baseline by station and offset or coordinates. Elevations for the project will be based on the North American Vertical Datum of 1988 (NAVD88).
- Establish rim and invert elevations, basin / pipe sizes, types & directions of \pm Seventy Five (75) drainage and \pm fifty (50) combined-sanitary sewer structures within survey limits. Show facilities and elevations in DGN files using NYSDOT format.
- Enter \pm 10 residential & \pm 33 commercial buildings, with the assistance of City personnel, believed to have utilities connected to Factory Street lines; locate and map all obtaining the size & type of each to the fullest extent possible.
- Conduct a field-edit of preliminary mapping produced.

2.02 Design Mapping –

- Map the location of all existing topography and topographic features (by DTM survey), including but not limited to all planimetric features, their type and representative sizes (if known): building numbers, first floor elevation, roads, and all other physical features.
- Produce the following files:
 - 1) ASCII file of survey points (comma delineated) of all data points collected, including northing, easting, elevation and description
 - 2) 3DH.dgn; the 3d graphic file of the base mapping

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

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- 4) BLT.dgn the Survey Baseline & BM ties file
- 5) BSL.dgn the Survey Baseline graphic file
- 6) ROW.dgn the existing right-of-way and property line file
- 8) o.dtm the original ground surface file.
- 9) ARM & Hwy Bndy Plan files.

4.03 Hazardous Waste/Contaminated Material (HW/CM) Screening - *The Consultant shall screen for hazardous wastes and contaminated materials within the project site and corridor (existing or proposed right-of-way, including easements) in accordance with the NYSDOT Environmental Procedures Manual.*

- This preliminary screening is a general review to identify properties that within the right-of-way or in close proximity could contain or be a source of hazardous wastes or contaminated materials.
- The Consultant shall review existing information about past and current land use to identify possible sources of contamination within the project site and corridor. This review shall include information sources such as:
 - 1) Historical aerial photography
 - 2) Sanborn Insurance Company maps
 - 3) Federal, State and Tribal Environmental records such as but not limited to:
 - Registry of Inactive Hazardous Waste Sites
 - Hazardous Substance Waste Disposal
 - Records of chemical or petroleum storage tanks
 - Waste incident and chemical release reports
 - 4) County and municipal agency sources such as:
 - Local assessor and building permit records
 - Municipal officials interviews
 - Local historical society records
 - 5) Records of discussions with former employees of industries and other businesses located within or near the project area
- The Consultant shall visit the project site and neighboring areas to look for observable physical evidence of contamination – e.g., stained soil, seepage, and stressed or dead vegetation - using as a guide the summary sheet of indicator features in the NYSDOT Environmental Procedures Manual.

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

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- The Consultant shall prepare a **Hazardous Waste/Contaminated Materials Screening Report**. It shall contain:
 - 1) A list of the site screening objectives
 - 2) A summary of the results of the background information search
 - 3) An explanation of inspection techniques used
 - 4) Observations from the project site visit
 - 5) An analysis of the information, identifying properties or locations with a reasonable probability of containing hazardous wastes or contaminated materials
 - 6) Maps showing the location of commercial properties which could be contaminant sources (e.g., gas stations, dry cleaners) and are in the proximity of the project area
 - 7) Maps showing the location of fuel tanks, dry wells, or other structures that could be associated with spills or releases of hazardous substances (as available)
 - 8) A brief discussion of which further actions should be taken and why, supported by figures or tables
 - 9) Site visit or meeting minutes indicating agreements with involved county representatives
- The Consultant shall submit this report in draft form to the client for review, revise it per comments received, and resubmit 2 copies.
- The Consultant shall summarize HW/CM Screening methodology and conclusions in the text of the DAD.

4.04 Detailed Studies and Analyses

- Based on the work performed in Section 4.03, it is assumed (for budgeting purposes) that three (3) sites will require detailed environmental studies to determine the potential presence of hazardous wastes or contaminated materials prior to project design and construction.
- A **Sampling and Testing Plan** will be prepared and will contain the following:
 - 1) Maps showing sites to be tested, number and location of proposed sampling points
 - 2) Sampling collection methods
 - 3) Intended data uses
 - 4) Contaminants of concern
 - 5) Data quality objectives, analytical methods and laboratory quality requirements
 - 6) Documentation of sampling
 - 7) Health and safety precautions
- The Sampling and Testing Plan will be submitted for client review and approval.

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

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- Upon client authorization to proceed, Field Operations will be conducted in accordance to the approved Sampling and Testing Plan. It is assumed that Field Operations necessary to evaluate the three sites will include:
 - 1) Geophysical Screening for potential underground storage tanks (USTs). Two days of onsite geophysical screening is assumed.
 - 2) Subsurface Soil and Groundwater Sampling utilizing a hydraulic-powered direct-push sampler. Two days of onsite subsurface soil and groundwater sampling is assumed.
 - 3) Laboratory analytical samples assumed: nine 9 soil samples for VOCs, SVOCs (base/neutrals only) and PCBs, six 6 groundwater samples for VOCs.
 - 4) Subcontractor (geophysical, drilling and laboratory contractors) coordination for scheduling, field objectives, task order execution, etc.
- A **HW/CM Detailed Site Investigation Report** will be prepared and will include:
 - 1) Tabulated results and laboratory certificates of analyses
 - 2) Map showing sampling locations, types and concentrations of contaminants at each sampling point, and background concentration data if available
 - 3) Discussion of contaminant concentration within the existing or proposed right-of-way
 - 4) Assessment of environmental risk of the project and each alternative regarding potential release or increase mobility of contaminants and risks for workers.
 - 5) Discussion of further testing that may be required for disposal
- The Consultant shall submit this report in draft form to the client for review, revise it per comments received, and resubmit 2 copies.
- Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.
- **Remediation Plans** will be prepared for two (2) sites that (for budgetary purposes) are assumed to contain identified contaminants that will require handling or management to complete the project. The Consultant will coordinate with the client to confirm that the proposed actions meet project objectives and to determine what level of regulatory oversight is appropriate based on the site conditions and proposed activities.
- Each Remediation Plan will be a summary document proposing specific actions to reduce or eliminate hazardous waste and contaminated material impacts. Contaminant location and volume estimates of material to be encountered during project construction will be provided based on the data collected. The Remediation Plans will reference existing approved NYSDOT material handling and disposal standard or special specifications.
- The Consultant shall submit each Remediation Plan in draft form to the client for review,

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

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revise it per comments received, and resubmit 2 copies of each plan.

5.01 Abstract Request Map and/or Title Search *The Consultant will complete title searches (abstracts of title) for properties to be acquired by the Municipality.*

- An estimated eight to ten (8-10) properties will be affected by the need for an abstract of title. However the potential exists that thirty (30) or more properties could be included.
- The ARM will be based on the completed basemapping if available and approximate property and right-of-way lines and it will show only segments of the project that include proposed takings.

5.02 Right of Way Survey – *The Consultant shall comply with the New York State Department of Transportation Right of Way Mapping Procedures Manual when completing the following tasks*

- Physical search and survey of all property and right-of-way markers necessary to accurately determine the existing rights-of-way and other boundaries within the project limits. Efforts will be made to recover all property line markers and any permanent survey markers set by governmental agencies within the project limits. .

5.03 Right of Way Mapping –

- Research and obtain deeds and other record information to establish reputed owners of approximately sixty (60) properties in and adjacent to the project limits. Provide owner names, tax account numbers and book/page of deed and list within each property on the ROW. DGN file deliverable.
- Determine the location of all property and right-of-way lines of roads, streets, lanes, drives within the project limits.
- Attend one take-line meeting with the City to discuss the position/limits and types of proposed appropriations.
- Produce six (6) Temporary Occupancy (T.O.) maps suitable for use by the City of Watertown and/or the County of Jefferson in their appropriation process.
- Produce two (2) Permanent Easement (P.E.) or Fee maps suitable for use by the City of Watertown and/or the County of Jefferson in their appropriation process.

5.04 Right-of-Way Plan *The Consultant will prepare the Right-of-Way Plan(s) in accordance with the “Locally Administered Federal Aid Procedures Manual.”*

- According to the NYSDOT ROW Mapping Procedure Manual (Chapter 6); the Highway Boundary Plan, included in design drawings has replaced the standalone Right-of-Way Plan. The Highway Boundary Plan may include completed basemapping, stationed baseline, highway and side street boundaries, proposed takings, map and parcel numbers, a table of appropriations, etc. summarizing historical and new right-of-way acquisitions the

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

PROJECT: Factory Street Reconstruction
City of Watertown, Jefferson Co. New York

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plan will act as a single archive of project right-of-way records.

Summary Of Survey Deliverables

- ASCII coordinate file
- Microstation V8 files of base mapping (see Scope Item 2.02 above) where text and feature symbols will be suitable for 1"= 20' scale plans.
- Microstation V8 file of existing highway boundary, property lines and owner information
- A .DTM file for use with InRoads software
- A Microstation V8 file-containing baseline ties sketches and table of benchmark table.
- Two (2) Permanent Easement (P.E.) or Fee maps & Six (6) Temporary Occupancy (T.O.) maps on paper & Océ film as needed.

Survey Technical Assumptions

- 1) Access to the site will not be impeded.
- 2) Horizontal Control (Baseline) will be based on an NAD 83 using GPS methods. No control report will be completed.
- 3) Vertical Control will be based on NAVD 88 datum.
- 4) ± 5 Bench Marks will be established on the site, in positions useable during construction.
- 5) The limits of the ground survey shown on attached Figure 1.
- 6) Building locations within the project limits will consist of major corners – that is, no eaves, awnings and other intricate detail not affecting the DTM will not be located. However, all first floor elevations, steps / ramps, window wells and other features affecting the DTM will be obtained.
- 7) No off street pavement markings (parking spaces etc...) will be located.
- 8) Areas currently under construction will be outlined and noted as such on the mapping files.
- 9) The mapping will be produced in Microstation v8
- 10) Record plans will be provided.
- 11) The location of any soil borings will be completed and marked prior to or during the time of the field survey.
- 12) Locations of subsurface utilities will be inferred from record plan information, visible surface evidence or – where possible- mark outs. Portions of utilities found exposed by excavation will be located during the field survey whenever possible. Regardless, all final locations of utilities will be considered approximate and graded using the Utility Location Labeling Convention of the current *NYS*DOT Highway Design Manual.

DETAILED SCOPE OF SURVEY & ENVIRONMENTAL SERVICES

PROJECT: Factory Street Reconstruction
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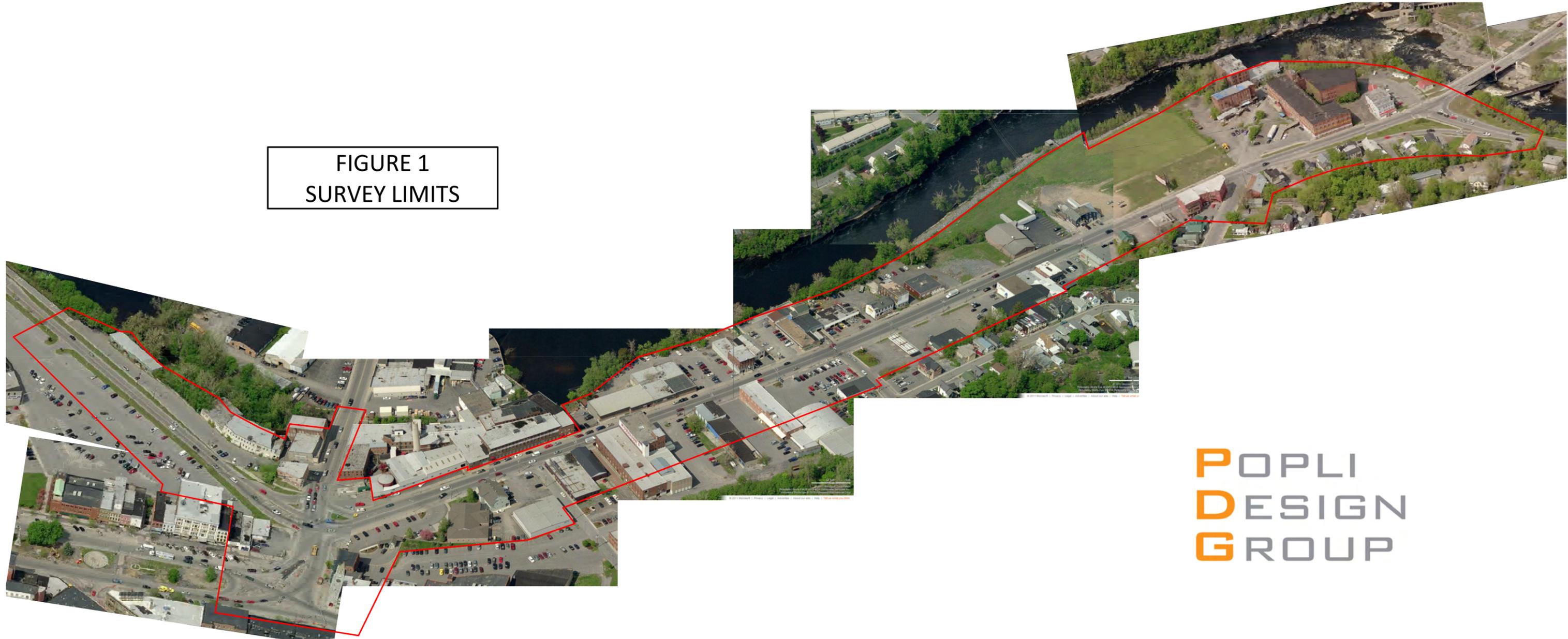
PIN: 7753.15

- 13) The City of Watertown will assist with traffic control for access to sewer manholes. It is anticipated that PDG will be able to work around the City's schedule – and every effort will be made to complete this task, but it is possible that some data will come from record plans only.
- 14) The City of Watertown will assist PDG in gaining entry into adjoining buildings for the purpose of measuring any utility connections found. Every effort will be made to complete this task, however it is anticipated that some structures will be inaccessible or that their utility connection will be indeterminate in which case the data will be added to the plans from record information and noted as such.
- 15) The preparation (not property research and determination) of all ROW mapping; PE / Fee or Temporary Occupancy (T.O.) maps will be billed as a direct non-salary item, so that the total amount billed will fluctuate if the number maps produced is greater or less than the number estimated.
- 16) Examples of County / City appropriation maps will be provided so that mapping format can be adhered to.
- 17) Abstracts of title will be provided by others for any PE or Fee maps only.
- 18) The Abstract Request map (ARM) & Highway Boundary Plan will be completed in accordance with the NYSDOT manual. AECOM will provide CAD borders for the Highway Boundary Plan.
- 19) The majority of the work will be completed in 2011, however any snow cover in this urban setting will delay the completion of the survey and base mapping.

HW/CM Technical Assumptions

- 1) A NYSDEC file review at NYSDEC offices will not be required.
- 2) Title reviews will not be conducted for the properties along the corridor.
- 3) Access to private property will be coordinated by the client.
- 4) Maintenance and Protection of Traffic controls for shoulder or lane closures will be provided by the client.
- 5) Remedial feasibility studies or pilot studies will not be required.
- 6) Remedial plans will reference existing approved NYSDOT standard or special specification, and development of new special specification will not be required.

FIGURE 1
SURVEY LIMITS



POPLI
DESIGN
GROUP

POPLI DESIGN GROUP
STAFFING ASSUMPTION FOR SURVEY & MAPPING WORK
Factory Street, City of Watertown
PIN 7753.15 October 2011

Task	Description	OFFICE						FIELD SURVEY		TOTAL MANHOURS	
		Principal Manager	Project Survey	Chief of Surveyor	Senior Tech	Survey Drafter	Sr CAD Drafter	CAD Drafter	Party Chief		Instrument Person
1.06	Attend one take-lilne meeting with county				4						4
1.07	Cost & Progress Reporting: Progress Report			10							10
2.01	Design Survey										
	Recover existing/establish survey horizontal and vertical control										
	assume 6 GPS Baseline points & ±30 spurs for topo			2				24	24		50
	Set Benchmarks & Run Levels - total (5) BMs							8	8		16
	Tie sketches for each main baseline point							4	4		8
	Project familiarization - site visit			10							10
	Conduct DTM survey within limits approved by the city			8				80	80		168
	Survey Utility - invert - size - type & direction ±50 MHs and ±75 CBs			4				32	32		68
	Survey building interior utility connection locations			4				40	40		84
	Field edit of prelim mapping to include wire connection sketch, types of structures etc..							16	16		32
	survey computations				14			14			28
	Supplemental Survey and Soil Borings (assume 2 crew days)							0	0		0
	2.01 subtotal			42	14	0	14	204	204		
2.02	Design Mapping										
	Down load and analyze control and other field data			4	8			12			24
	Read in and prepare base mapping files per NYS DOT guidelines and per Scope			16	60			32			108
	place utility connections from field and record data			16				22			38
	Supplemental Mapping (update)										
	2.02 subtotal			36	68	0	66	0	0		
2.08	Hydraulic Analysis										
	2.08 subtotal										
5.01	Abstract Request Map / Title Search										
	Prepare ARM & table using basemapping and tax map lines			18	8	22					48
	submit draft, address comments - check and final plot			6	6						12
	'Abstracts of Title' will be obtained and provided by others										
	5.01 subtotal			0	24	14	22	0	0		
5.02	Right of Way Survey										
	Location of ROW and property monumentation within the project area (±60 parcels)							20	20		40
				4							4
	5.02 subtotal			0	4	0	0	0	20	20	
5.03	Right of Way Mapping										
	Lump sum production cost per map - assume eight (8) maps See DNSC										
	Right-of-way and property research			32	16						48
	Right-of-Way and Property Line Determination			32	40						72
	5.03 subtotal			64	56	0	0	0	0		
5.04	ROW Plan (HIGHWAY BOUNDARY PLAN)										
	Prepare - check HwyBdyPlan & table			8	8	12					28
	Submit draft - address comments - submit final			4	4	4					12
	5.04 subtotal			12	12	16	0	0	0		
	Travel										
TOTAL MAN-HOURS		0	0	182	164	38	80	224	224		912

POPLI DESIGN GROUP
STAFFING ASSUMPTION FOR ENVIRONMENTAL HW/CM WORK
Factory Street, City of Watertown
PIN 7753.15 November 2011

Task	Description	Project			TOTAL MANHOURS	
		Principal	Eng IV	Eng I		CAD Drafter
4.03	HW/CM Screening					
	Environmental Data Collection		4	16	20	
	Site Inspection		2	16	18	
	Draft HW/CM Screening Report		8	44	14	66
	Final HW/CM Screening Report		2	2	2	6
	4.03 subtotal		16	78	16	
4.04	Detailed Studies and Analyses					
	Sampling & Testing Plan		4	20	4	28
	Field Work - Geophysical Survey (2-day plus mob/demob)		2	22		24
	Field Work - Subsurface Sampling (2-day plus mob/demob)		2	22		24
	Subcontractor Coordination (geophysical, drilling & laboratory)		2	8		10
	Draft HW/CM Detailed Site Investigation Report		8	36	8	52
	Final HW/CM Detailed Site Investigation Report		2	2	2	6
	DAD Summary			4		4
	Remediation Plan - Site 1		10	20	6	36
	Remediation Plan - Site 2		10	20	6	36
	4.04 subtotal		40	154	26	
TOTAL MAN-HOURS			56	232	42	330

Factory Street Reconstruction

PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

JOB TITLE	ASCE (A) NICET (N) Grade	Avg. Hourly Rates Jan-11	projected Hourly Rates 6/12	Maximum Hourly Rates 2012	Popli Overtime Category
Project Engineer	IV(A)	\$42.50	\$43.78	\$45.00	B
Sr. Surveyor	III (A)	\$34.00	\$35.00	\$37.50	B
Engineer	I(A)	\$28.73	\$29.59	\$32.50	B
CADD Drafter	I (N)	\$21.00	\$21.63	\$23.80	C
Surv. Tech./ Instrument Person (Office)	II (N)	\$26.42	\$27.21	\$30.00	C

Party Chief (Field)	III (N)	\$32.62			C
Instrument Person (Field)	II (N)	\$29.85			C

NOTES:

Hourly rates shall not exceed those shown above.

HOLIDAYS OBSERVED

- New Years Day
- Memorial Day
- Independence Day
- Day after Independence Day
- Labor Day
- Thanksgiving Day plus Day After
- Christmas Day
- Total Holidays Observed: 8

OVERTIME POLICY

 Category A - No overtime compensation.
 Category B - overtime compensated at straight time rate.
 Category C - overtime compensated at straight time rate x 1.50
 Overtime applies to hours worked in excess of the normal
 working hours of 40 hours per week.

Week is defined as Monday through Sunday.
 Holidays count towards 40 hours.

 *Prevailing Wage Rates - The difference between the required prevailing wage rate
 and the normal hourly rate is considered a direct cost:

		Prevailing Rate	2011-2012 Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$32.62	\$32.62	\$32.62	\$0.00	\$0.00	\$0.00
Instrument Person	II (N)	\$29.85	\$29.85	\$29.85	\$0.00	\$0.00	\$0.00

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

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$21.75	\$4.16	\$17.59	\$0.00	\$1.58	\$19.17
Instrument Person	II (N)	\$21.75	\$4.16	\$17.59	\$0.00	\$1.58	\$19.17

Exhibit B, Page 2

Staffing Table

Factory Street Reconstruction

PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

JOB TITLE	ASCE (A) OR NICET (N)	Tasks								TOTAL	2011	DIRECT TECHNICAL
		Design Survey 2.01	Design Mapping 2.02	Hazardous Waste Screening 4.03	Detailed Assessment & Mitigation Design 4.04	Abstract Request Map 5.01	ROW Survey 5.02	ROW Mapping 5.03	ROW Plan 5.04		AVG.HOURLY	
GRADE										HOURS	RATE	LABOR
Sr. Surveyor	III (A)	42	36			24	4	64	12	182	\$34.00	\$6,188.00
Project Engineer	IV(A)			16	40					56	\$42.50	\$2,380.00
Engineer I	I(A)			78	154					232	\$28.73	\$6,665.36
CADD Drafter	I (N)	14	66	16	26	22	0	0	16	160	\$21.00	\$3,360.00
Surv. Tech./ Instrument Person (Office)	II (N)	14	68			14	0	56	12	164	\$26.42	\$4,332.88
Party Chief (Field)	III (N)	204					20			224	\$32.62	\$7,306.88
Instrument Person (Field)	II (N)	204					20			224	\$29.85	\$6,686.40
Total		478	170	110	220	60	44	120	40	1242		\$36,919.52

Exhibit B, Page 3
 Direct Non-Salary Costs
Factory Street Reconstruction
PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

1. Travel & Lodging

Per Diem and Lodging -					
<input type="text" value="51"/> nights @	<input type="text" value="\$123"/>	per night			\$6,273.00
Survey Van					
<input type="text" value="6"/> trips @	<input type="text" value="250mi"/>	per trip =	1500mi	@ \$0.75	\$1,125.00
car					
<input type="text" value="4"/> trips @	<input type="text" value="250mi"/>	per trip =	1000mi	@ \$0.56	\$555.00

2. Supplemental Benefits

	Hours	Rate	Total
Party Chief	224	\$19.17	\$4,294.77
Instrument Person	224	\$19.17	\$4,294.77

* Total Supplemental Wages \$8,589.55

- | | |
|--|------------|
| 3. Survey Map and deed copies | \$300.00 |
| 4. Appropriation Map Production Assume Eight (8) T.E./P.E./Fee maps \$850 each | \$6,800.00 |
| 5. HWCM Screening - Environmental Database Report | \$725.00 |
| 6. HWCM Geophysical Subcontractor (\$2,300/day x 2 days) | \$4,600.00 |
| 7. HWCM Drilling - Direct Push (\$1,600/day x 2 days plus \$500 mob/demob and \$300 for six groundwater sampling points) | \$4,000.00 |
| 8. Laboratory Analysis (\$265/sample for VOC SVOC PCB x 9 soil samples and \$75/sample for 6 groundwater samples) | \$2,835.00 |
| 9. Photo-ionization detector rental @ \$100 per day - assume 2 days | \$200.00 |

TOTAL DIRECT NON-SALARY COST \$36,002.55

*Current field rates equal Prevailing Wage Rates, therefore no Differential Wages shown.

Exhibit B Page 4
Summary

Factory Street Reconstruction

PIN 7753.15

Name of Consultant: POPLI, ARCHITECTURE + ENGINEERING & L.S., P.C.

Item IA, Direct Technical Salaries (estimated) subject to audit	\$36,920
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II Direct Non-Salary Cost (estimated) subject to audit	\$36,003
Item III, Overhead (estimated) subject to audit	\$48,734
Item IV, Fixed Fee (negotiated)	\$12,850
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	\$0
Total Estimated Cost	<u>\$134,506</u>

Exhibit C

Exhibit C

Summary of Costs

AECOM

Factory Street Reconstruction: Mill Street to Huntington Street [Design Phases I-IV]

PIN 7753.15

Item 1A, Direct Technical Salaries (estimated) subject to audit	\$146,363
Item 1B, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non-Salary Cost (estimated) subject to audit (AECOM only)	\$56,050
Item II, Direct Non-Salary Cost (estimated) subject to audit (Popli Design Group, subconsultant, from Exhibit B)	\$134,506
Item III, Overhead (estimated) subject to audit	\$229,789
Item IV, Fixed Fee (negotiated)	\$45,138
Total Estimated Cost	\$611,846

Res Nos. 6 and 7

November 15, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Sidewalk Improvement Special Assessment District No. 8,
Summer and Fall 2012; Amendment to Sidewalk Special Assessment
District No. 7

City Engineer Kurt W. Hauk has prepared the attached report for City Council consideration that details the proposed areas to be included in the Sidewalk Improvement Program for the 2012 construction season, which spans two Fiscal Years. The proposed District 8 also includes some addresses that were originally included in District No. 7 but were not completed in 2011.

As in previous years, the work performed will be incorporated in a Special Assessment Program that provides property owners with an opportunity to pay the costs associated with the improvements to the sidewalks over a ten-year period. Property owners have the option of having the City perform the work, hiring a contractor to do the work, or doing the work themselves.

As you will recall, under the Charter provisions related to Special Assessment programs, the City must send notices to all the property owners telling them that they will be included in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for the proposed sidewalk improvements should be a charge or expense upon the abutting property owner. While the City Council can't officially determine what the charge will be to the property owners until after a Public Hearing, Staff will prepare the notices to property owners using the \$5.25 per sq. ft. rate, unless otherwise directed, which is the price charged to those who have participated in the program since the inception of the Sidewalk Improvement Special Assessment.

Once the City Council determines how it would like to move forward with District No. 8, then a Public Hearing needs to be scheduled. In support of this initiative, two resolutions have been prepared. The first Resolution instructs Staff to send notices to all of the property owners and schedules the Public Hearing for Tuesday, January 3, 2012, at 7:30 p.m., in City Council Chambers.

The second Resolution amends District No. 7 by deleting those addresses that were not completed this construction season.

RESOLUTION

Page 1 of 1

Sidewalk Improvement Special
Assessment Program, District No. 8

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Introduced by

Total

WHEREAS the City Engineering Department has inspected sidewalks within the City of Watertown, and

WHEREAS it has been determined that the condition of sidewalks on certain streets are in need of repair and/or replacement, and

WHEREAS the City Council of the City of Watertown feels it is in the overall public interest to provide property owners within the City of Watertown with an opportunity to pay for said repair/replacement work through a Special Assessment Program,

NOW THEREFORE BE IT RESOLVED that a Public Hearing will be held on Tuesday, January 3, 2012, at 7:30 p.m. at which time property owners included in the Special Assessment Program will have an opportunity to make comments on whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

BE IT FURTHER RESOLVED that the City Engineering Department will send notices to all property owners notifying them of their inclusion in this year's program and that there will be a public hearing to consider whether all or a portion of the cost for proposed sidewalk improvements should be a charge or expense upon the abutting property owners, and

NOW THEREFORE BE IT FURTHER RESOLVED that the properties included in the Sidewalk Special Assessment Program, District No. 8, are those detailed on the attached report.

Seconded by

Proposed Residents in District #8:
Please Reference Attached:

200	California Ave	6-16-307.000	Anzalone	Linda M & Leo A
138	California Ave	6-16-421.000	Peragine	Vincent V
512	Cayuga Ave	1-20-207	Wyeth	D.L. & K.M.
514	Cayuga Ave	1-20-208	Converse	Kevin
603	Cayuga Ave	1-21-108	Foster	Carole
606	Cayuga Ave	1-20-507	Patterson	Christopher & Lori
607	Cayuga Ave	1-21-107	Pender	Raymond & Bonita
610	Cayuga Ave	1-20-508	Gemayel	Jessica
611	Cayuga Ave	1-21-106	Phillips	Robert
614	Cayuga Ave	1-20-509	Tyska	Thomas
615	Cayuga Ave	1-21-105	Smithers	Jessie
618	Cayuga Ave	1-20-510	Sepko	Peggy
619	Cayuga Ave	1-21-104	Lane	Patricia
621	Cayuga Ave	1-21-103	Foster	Rita & Joseph
631	Cayuga Ave	1-21-101	Auble	Jack & Terry Gilligan
1410	Columbia St	5-01-113.000	Collins	Gail A
1308	Columbia St	5-01-214.000	Abruzzo	John & Joseph C II
1309	Columbia St	5-02-222.000	Yancey	Edward B
1205	Columbia St	5-02-302.000	Winser	Oliver J
1545	Columbia St	5-12-103.000	Taddonio	Robt J & C L
1523	Columbia St	5-12-201.000	Murphy	Jeremiah W

1523	Columbia St	5-12-202.000	Murphy	Jeremiah W
1515	Columbia St	5-12-204.000	Roberts	G Sr & Suzanne
1645	Columbia St	5-13-102.000	L'italien	Susan A
1641	Columbia St	5-13-103.000	Johnson	Muranda M
1617	Columbia St	5-13-202.000	Allen	Allen Kris W
1605	Columbia St	5-13-204.000	Vancoppenolle	Randy J & Rossane
1514	Columbia St	5-14-130.000	Nicol	David L
1514	Columbia St	5-14-129.000	Nicol	David L
1520	Columbia St	5-14-132.000	Peterson	Francine R
1520	Columbia St	5-14-131.000	Peterson	Francine R
M222	Columbia St	5-14-133.000	Doldo	Patsy V & Jean
1540	Columbia St	5-14-136.000	Doldo	Patsy V & Jean
1548	Columbia St	5-14-138.000	Nilhad	Nilhad Group LLC
VL-4	Columbia St	5-14-147.000	Doldo	Patsy V & Jean
1718	Columbia St	5-15-112.000	Rule	Jeffery S & Adrienne
139	Eastern Blvd	5-15-113.000	Rule	Jeffery S & Adrienne
203	Eastern Blvd	5-13-101.000	Trimm	William A Jr.
110	Indiana Ave N	5-01-305.000	Haney	Therese & Alfred
114	Indiana Ave N	5-01-306.000	Cole	Nathan P & Marina
116	Indiana Ave N	5-01-307.000	Heinisch	David & Lucinda L
122	Indiana Ave N	5-01-308.000	Zehr	James H
126	Indiana Ave N	5-01-309.000	Hance	Joseph J & Lucinda A
130	Indiana Ave N	5-01-310.000	Souza	Souza Ammbrose C.P. Alison

134	Indiana Ave N	5-01-311.000	Cavellier & Burns	Jennifer L & Cory D
140	Indiana Ave N	5-01-312.000	Patrick	Patrick Dennis C & Joanne
137	Indiana Ave N	6-16-401.000	Kournianos	Kournianos Steven
133	Indiana Ave N	6-16-402.000	Boynton	Bruce G
129	Indiana Ave N	6-16-403.000	Hansen	Hansen Patricia J
127	Indiana Ave N	6-16-404.000	Vincent	Michael L/Birgit
123	Indiana Ave N	6-16-405.000	Weisse	Weisse Michael C/RK Sr
119	Indiana Ave N	6-16-406.000	Todhunter	Barry C & Jamie
115	Indiana Ave N	6-16-407.000	Lee	Anita L
201	Indiana Ave N	6-16-306.000	Rich	Steven
202	Indiana Ave N	5-02-303.000	Gault	Angela
918	Main St. W	1-20-101.001	Collette	Stephen & Dawn
139	Michigan Ave	5-01-313.000	Landon	Alfred J
138	Michigan Ave	5-01-213.000	Heinisch	David & Lucinda L
202	Michigan Ave	5-02-201.000	Thorpe	Eric R
1014	Railroad St	1-20-203	Colwell	Heather
1018	Railroad St	1-20-204	Jefferson Hostels Inc.	
1022	Railroad St	1-20-205	Jefferson Hostels Inc.	
1203	State St	5-01-304.000	Hughes	Michelle R
14	Summer St	1-20-115	Soluri	Paul & Ruth
912	Summer St	1-20-118	Litz	Floyd & Barbara
916	Summer St	1-20-119	Harrienger	Spencer & Kathy
917	Summer St	1-20-117	Fohr	Joan C.
920	Summer St	1-20-120	Mason	Perry & Melinda
928	Summer St	1-20-122	Corbett	Teresa A.
929	Summer St	1-20-114	Eager	Mona
933	Summer St	1-20-113	Root	G.C. & M.E.

936	Summer St	1-20-124	Smith	Ronald & Penny
937	Summer St	1-20-112	Van Epps	Sally
940	Summer St	1-20-125	Stark Principal, LLC.	
943	Summer St	1-20-111	Loomis	Rebekah
208	Wyoming Ave	5-122- 206.000	Calender	Catherine F
184	Wyoming Ave	5-02- 122.000	Savage	Anna Marie
138	Wyoming Ave	5-14- 127.000	Wright	Alan & Shirley
139	Wyoming Ave	5-01- 114.000	Pignone	Kyle R



1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 15, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Proposed 2012 Sidewalk District #8

The Engineering Department has evaluated and recommends the following areas for the Summer-Fall 2012 Sidewalk District #8. The properties constituting District #8 are listed in the enclosed report and total approx. 10,600 SF of sidewalk.

A public hearing will need to be scheduled for January 3, 2012 at which time the City Council will set the rate each property owner will be charged at that meeting. The current rate is \$5.25/SF.

After the November 21, 2011 meeting, each property owner will be sent a copy of their inspection report and the estimate for repairs based on the current \$5.25/SF rate. They will also receive paperwork explaining the Sidewalk Program, the Special Assessment District, and a contact number for any questions. Once the actual rate for District #8 is determined, if there is a change, revised estimates will be sent based on the new rate.

Recent per square foot actual construction costs are listed below for comparison:

District 7 (2011):	\$8.09/SF
District 5 & 6 (2010):	\$8.57/SF
District 4 (2009):	\$9.67/SF
District 3 (2008):	\$9.72/SF
District 2 (2007):	\$7.97/SF

PROPOSED SIDEWALK PROJECT WORK AREAS FOR

District 8 2012

November 10, 2011

Proposed By: Sean O'Connor

The purpose of this report is to provide information so that the next locations can be chosen for District #8 of the sidewalk program.

As seen by the following pictures most of the problems with the sidewalks are your standard separation, wrong slope and heaving problems. Surface problems, i.e. spalling, cracks, and edges and improper material also occur throughout the district.

PHOTO 1: Summer St (Cayuga Ave, Railroad St transferred from district 7)



PHOTO 2: Columbia St



PHOTO 3: Indiana Ave N 100 Block

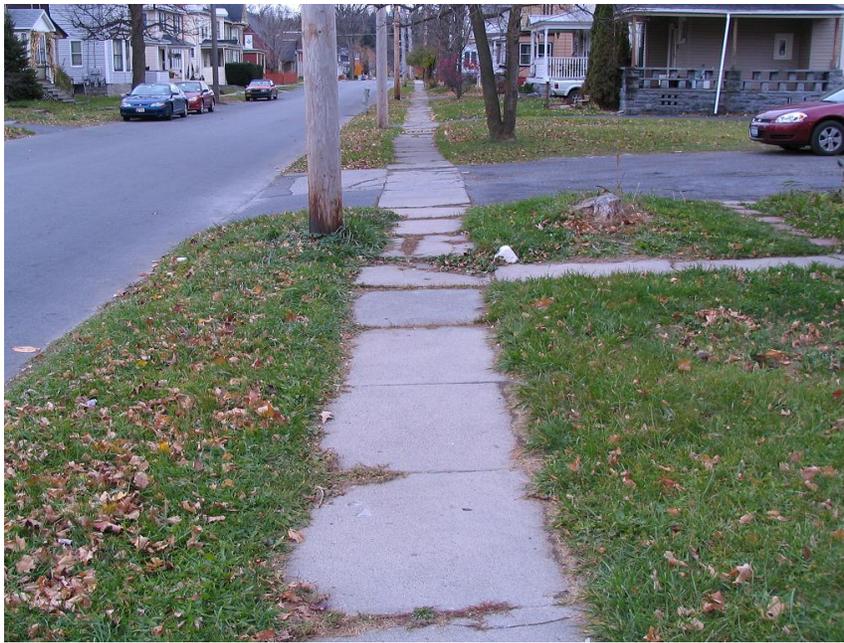


Table A: Estimated Area Of Work Per Street

Street	Approx. Total SF Area	% Non-chargeable SQFT	Est. LF of Work	Est. SF Area Of Work
District #7				
Cayuga Ave	2208	5%	552	2320
Columbia St	1754	5%	439	1842
Summer St	1544	5%	386	1622
Rail Road St	582	5%	146	612
Indiana Ave N 100 Block	2176	5%	544	2285
Corner Properties	1760	5%	440	1848
Total	10,024		2,507	10,529

A three/quarter person DPW crew, along with 2 temporary seasonal workers will suffice for the summer with the work that is presented. Based on 11,000 SQ/FT district, a 5/6 person crew should produce 900 - 1000 SQFT/week taking into account: bad weather, delays, equipment failures, employee shortages, and home owner last minute requests for full frontage work. This would approximately take 15 weeks. The start date for District 8 is tentatively set for April 30th 2012. The outlined work should be completed Mid August - September.

RESOLUTION

Page 1 of 1

Amending Sidewalk Improvement Special Assessment Program, District No. 7

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Introduced by

WHEREAS on November 15, 2010, the City Council approved Sidewalk Special Assessment District No. 7, and

WHEREAS since that time, the City Engineering Department has completed a significant portion of the work on the Sidewalk Program for the 2011 construction year, but were unable to complete the entire program as initially presented to the City Council, and

WHEREAS the City Engineering Department is asking that the properties included in District No. 7 be amended to exclude those parcels they were unable to complete,

NOW THEREFORE BE IT RESOLVED that the properties enumerated on the attached list be removed from Sidewalk Special Assessment Program District No 7.

Seconded by



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: November 15, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Amendment to Sidewalk District #7

The Engineering Department has completed work on the Sidewalk Program for the 2011 construction year. There were three streets that were unable to be completed for several reasons before work ended.

Enclosed is the list of addresses that were originally included in District 7 but were not completed. The Engineering Department recommends that these properties be removed from District #7 by way of an amendment to the district. The properties in question will then be included in Sidewalk District #8 for the 2012 construction season.

Removing the uncompleted properties from the district will allow us to close out District #7 enabling the Comptroller can move ahead with the billing for the work completed prior to the end of the calendar year.

The three main reasons for not completing the proposed work are:

1. The number of requests for full frontage replacement by property owners, an option open to them, significantly increased the volume of work anticipated. The number of requests was greater than the program has seen in the last few years.
2. There was a large turnover in temporary personnel on the crew during the course of the season. Vacancies on the crew and the ensuing train-up time for each new hire hampers the efficiency of the crew.
3. A theft of sidewalk forms occurred during the critical late summer period. The loss of over half of the available forms greatly affected productivity for 3-4 weeks. Most of the forms were ultimately recovered and the perpetrator arrested by the PD.

Parcel #	Name	Location A	Location B
1-20-115.000	Soluri Paul	14	Summer St
1-20-115.000	Soluri Ruth	14	Summer St
1-20-118.000	Litz Barbara M	912	Summer St
1-20-118.000	Litz Floyd K	912	Summer St
1-20-119.000	Harrienger Spencer G	916	Summer St
1-20-119.000	Harrienger Kathy J	916	Summer St
1-20-117.000	Fohr Joan C	917	Summer St
1-20-120.000	Mason Perry	920	Summer St
1-20-120.000	Mason Belinda	920	Summer St
1-20-121.000	Rice John L/Vickie L	924	Summer St
1-20-122.000	Corbett Teresa A	928	Summer St
1-20-114.000	Eager Mona	929	Summer St
1-20-123.000	Marrero Jose H	932	Summer St
1-20-113.000	Root G C	933	Summer St
1-20-113.000	Root M E	933	Summer St
1-20-124.000	Smith Ronald J	936	Summer St
1-20-124.000	Smith Penny	936	Summer St
1-20-112.000	Van Epps Sally	937	Summer St
1-20-125.000	Stark Principle LLC	940	Summer St
1-20-111.000	Loomis Rebekah R	943	Summer St
1-20-206.000	Jefferson Hostels Inc	508	Cayuga Ave
1-20-207.000	Wyeth D L	512	Cayuga Ave
1-20-207.000	Wyeth K M	512	Cayuga Ave
1-20-208.000	Wyeth Glen A	514	Cayuga Ave
1-20-208.000	Wyeth Orlin R	514	Cayuga Ave
1-21-202.000	Granger Kenneth R	521	Cayuga Ave
1-21-108.001	Foster Carole A	603 Rear	Cayuga Ave
1-21-108.000	Foster Carole A	603	Cayuga Ave
1-20-507.000	Patterson Christopher P	606	Cayuga Ave
1-20-507.000	Patterson Lori C	606	Cayuga Ave
1-21-107.000	Pender Raymond J	607	Cayuga Ave
1-21-107.000	Pender Bonita R	607	Cayuga Ave
1-20-508.000	Gemayel Jessica R	610	Cayuga Ave
1-21-106.000	Phillips Robert S	611	Cayuga Ave
1-20-509.000	Tyska Thomas J	614	Cayuga Ave
1-21-105.000	Smithers Jessie M	615	Cayuga Ave
1-20-510.000	Sepko Peggy J	618	Cayuga Ave
1-21-104.000	Lane Patricia E	619	Cayuga Ave
1-21-104.000	Lane John C	619	Cayuga Ave
1-21-103.000	Foster Rita J	621	Cayuga Ave
1-21-103.000	Foster Joseph L	621	Cayuga Ave
1-21-101.000	Auble Jack E	631	Cayuga Ave
1-21-101.000	Gilligan-Auble Terry L	631	Cayuga Ave
1-20-203.000	Colwell Heather Y	1014	Railroad St
1-20-204.000	Jefferson Hostels Inc	1018	Railroad St
1-20-205.000	Jefferson Hostels Inc	1022	Railroad St

Res No. 8 and 9

November 16, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Sewall's Island Environmental Restoration Program and
Lu Engineers' Contract Amendments

As I informed the City Council in my November 9, 2011 memorandum, additional funds are needed to finish the Sewall's Island Environmental Cleanup Project. New York State is offering to provide an additional \$55,440 through the Environmental Restoration Program (ERP) Grant. This will require a \$6,160 match from the City.

The total project cost will now be \$856,195. The total ERP amount will be \$665,640 and the City's total share will be \$11,604. The rest of the funding came from the U.S. Environmental Protection Agency.

Two resolutions have been prepared for City Council's consideration. The first approves Amendment No. 3 to the State Assistance Contract, which increases the ERP Grant amount to \$665,640.

The second resolution approves Amendment No. 3 to the contract with Lu Engineers, which increases their fee to \$856,195.

RESOLUTION

Page 1 of 1

Approving Amendment No. 3 to the State Assistance Contract for Sewall's Island Environmental Restoration Program Grant

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the New York State Department of Environmental Conservation and the City of Watertown entered into a State Assistance Contract on April 22, 2008, as amended on February 25, 2010 and April 6, 2011, for the environmental remedial investigation on Sewall's Island, and

WHEREAS an interim remedial measure needs to be completed before closing out the investigation, and

WHEREAS the New York State Department of Environmental Conservation is proposing to amend the contract to provide an additional \$55,440 from the State, which must be matched by the City of Watertown with \$6,160, and

WHEREAS the State of New York has drafted Contract Amendment No. 3 which is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that is hereby approves Amendment No. 3 to the State Assistance Contract for the Sewall's Island Environmental Restoration Program Grant, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute Amendment No. 3 on behalf of the City of Watertown.

Seconded by

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
1996 CLEAN WATER/CLEAN AIR BOND ACT
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

IN RE:

Municipality Name: City of Watertown
Site Name: Sewall's Island
Site Address: 400 Pearl Street, Watertown, NY
Site Number: E623021
Contract Number: C303560
Amendment Number: 3

This CONTRACT, (Amendment No. 3 is made between the New York State Department of Environmental Conservation (Department), acting for and on behalf of the State, and the City of Watertown (Municipality), with offices located at Room 302, Municipal Building, 245 Washington Street, Watertown, NY 13601-3380.

WITNESSETH

WHEREAS, the Department and the Municipality entered into a contract on April 22, 2008, (Original Contract), which was duly assigned Contract No: C303560, by the Office of the State Comptroller (State Comptroller); and

WHEREAS, the Original Contract was modified by the parties by Amendment No. 1, dated February 25, 2010;

WHEREAS, the Original Contract was modified by the parties by Amendment No. 2, dated April 6, 2011; and

WHEREAS, State Assistance to the Municipality is being increased by this Amendment No: 3 in the amount of Fifty-Five Thousand Four Hundred and Forty Dollars (\$55,440), for a total of Six Hundred and Sixty-Five Thousand Six Hundred and Forty Dollars (\$665,640); and

WHEREAS, there are circumstances necessitating a modification of the Original Contract and the parties desire to amend said Original Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, and conditions made herein, the parties agree as follows:

(1). Section VI of the Original Contract, entitled "State Assistance Amount", is hereby revised and updated as follows:

The Commissioner shall pay the Municipality for its Eligible Costs in conducting the Project in an amount not to exceed Six Hundred and Sixty-Five Thousand Six Hundred and Forty Dollars (\$665,640), which amount has been determined by the Commissioner to be up to 90 percent of the estimated Eligible Costs for on-site work and up to 100 percent of the Eligible Costs of any off-site work directed by the Department to be undertaken outside the boundaries of the Site that is approved by the Department. The Department shall not pay for work that is not an Approved Activity, as defined in the "Glossary" which is attached and made a part of this Contract. The Department shall not pay for Department-approved proposed work that was not

completed to the Department's satisfaction. Municipality may contribute its share of the Eligible Costs of the project from sources deemed eligible pursuant to Article 56 and its regulations thereto. If the final Eligible Costs are lower than those used to calculate the estimated Eligible Costs amount, the parties agree to either amend this State Assistance Contract to apply the same percentage shown above to the final Eligible Costs in order to determine the revised contract amount if the project is ongoing, or to reimburse the Municipality based on the final Eligible Costs and disencumber the unexpended contract amount and close out the contract, if the project is completed. Upon request by the Department, the Municipality agrees to execute and return the Contract Amendment to the Department within 90 days of receipt of a Contract Amendment that will identify the revised Contract amount.

(3). Item "U" in Section XVII of the Original Contract is hereby revised and updated as follows:

U. The term of this Contract shall start December 28, 2006. This Contract shall end on December 31, 2013. The Municipality agrees to proceed expeditiously with and to complete the Project in accordance with Work Plans approved by the Department, and any revisions thereto, and to carry out its other obligations under this Contract.

(4). The Scope of Work, Schedule A, is hereby deleted and replaced with a new Scope of Work.

(5). Appendix A, dated November 2010, is hereby replaced by Appendix A, dated June 2011, attached hereto.

(6). Payments for expenditures incurred under this contract will be rendered electronically to the Recipient unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Recipient shall comply with the OSC's procedures to authorize electronic payments. Authorization forms are available at the OSC's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us or by telephone at (518) 474-4032. The Recipient acknowledges that it will not receive payment under this Contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

(7). This Contract and Amendment No: 3 will be effective upon approval and filing by the State Comptroller in accordance with Section 112 of the State Finance Law.

(8). Except as specifically modified herein, all terms and conditions of the Original Contract remain in full force and effect.

NEW YORK STATE
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

In witness whereof, the parties have signed this Contract on the date indicated below each signature. The signatory for the State provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

FOR MUNICIPALITY, COUNTY OR INDUSTRIAL DEVELOPMENT AGENCY, (If multiple grantees, each must complete this page. Make additional copies as needed).

Name: _____

By: _____

Title: _____

Date: _____

State of _____)

) ss:

County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Date: _____

NEW YORK STATE
ENVIRONMENTAL RESTORATION PROGRAM
STATE ASSISTANCE CONTRACT

In witness whereof, the parties have signed this Contract on the date indicated opposite each signature. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

FOR DEC

By: _____

Title: _____

Date: _____

FOR DOL

Approved as to form:

By: _____
for the Attorney General

Date: _____

FOR OSC

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____

Date: _____

The contract is not effective until it is approved by the NYS Office of the State Comptroller and filed in his office (Section 112, State Finance Law).

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 1996 CLEAN WATER/CLEAN AIR BOND ACT
 ENVIRONMENTAL RESTORATION PROGRAM
 STATE ASSISTANCE CONTRACT

SCHEDULE A

Municipality Name:	City of Watertown		
Site Name:	Sewall's Island		
Site Address:	400 Pearl Street, Watertown, NY	Contract Number:	C303560
Site Number:	E623021	Amendment Number:	3

Scope of Work

GENERAL PURPOSE

The general purpose of this project is to undertake all approved activities necessary to complete the Project required by this Contract. Project-specific Work Plans will become part of, and enforceable under this Contract upon approval by the Department.

GENERAL SCOPE

INVESTIGATION:

The Remedial Investigation/Alternatives Analysis Report (RI/AAR) will involve all tasks necessary to investigate the site conditions, determine the public health and environmental impacts of the site, and to utilize this information to develop and evaluate appropriate remedial actions. During the RI/AAR, the Municipality will also remove and properly dispose of contaminants within all containment vessels, such as drums, tanks and transformers, located on the Site.

The City of Watertown has completed a Site Investigation (SI) Study of the Sewall Island Site. In the SI, a small area of free product was identified and an Interim Remedial Measure was approved to remove material. In 2011, the IRM has been successful in reducing the free product from over two feet (2) to non-detectable amount. The operation of the IRM system was more costly than originally estimated, however the results have been very good.

Since the SI was not submitted and finalized, the new Equis reporting requirements must be provided. Additional costs to prepare the extensive RI data are required. The amendment will address the additional IRM costs, the costs associated with the Equis reporting and the consultants time associated with the tasks. The amendment will allow for completion and reporting of the SI and IRM and will provide a basis for a no further action with institutional controls Proposed Remedial Action Plan.

INVESTIGATION CALCULATION:

	On-site	Off-site	Demolition/Asbestos	Total
Total Eligible Cost:	\$684,044	\$50,000	\$	\$734,044
Percentage:	90%	100%	50%	N/A
Total SAC Amount:	\$615,640	\$50,000	\$	\$665,640
			Less: Executed SAC Amount:	\$610,200
			SAC Amendment Amount:	\$ 55,440

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
 Division for Small Business
 30 South Pearl St -- 7th Floor
 Albany, New York 12245
 Telephone: 518-292-5220
 Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
 Division of Minority and Women's Business Development
 30 South Pearl St -- 2nd Floor
 Albany, New York 12245
 Telephone: 518-292-5250
 Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

RESOLUTION

Page 1 of 1

Approving Amendment No. 3 to the Agreement for Professional Services With Lu Engineers for the Environmental Investigations on Sewall's Island

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City Council approved an Agreement for Professional Services for the Environmental Investigation on Sewall's Island with Lu Engineers on February 20, 2007, and amended the agreement on June 21, 2010 and April 18, 2011, and

WHEREAS the City of Watertown has been awarded additional funding through its State Assistance Contract for an Environmental Restoration Program Grant to complete interim remedial measures on Sewall's Island, and

WHEREAS a third amendment to the Agreement for Professional Services that increases Lu Engineers' fee for services to \$856,195.00 has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council approves Amendment No. 3 to the Agreement for Professional Services with Lu Engineers, which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City Manager, Mary M. Corriveau, is hereby authorized and directed to execute said Amendment on behalf of the City of Watertown.

Seconded by

November 9, 2011

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: Sewall's Island Environmental Cleanup Project

The Sewall's Island Environmental Cleanup Project is going to need additional funds to complete. We have been informed by the New York State Department of Environmental Conservation that all projects still in process must submit all analytical data in an electronic format for their EQUIS data system, going back to the beginning of the project. Since the data was not kept in this format, which did not exist at the time, it has to be converted. There is an expense to have the laboratories convert the data. The DEC realizes that the expense was unexpected, so they encouraged us to request more grant funding.

At the same time, the petroleum cleanup is taking a little longer than expected. Part of this is attributed to an equipment malfunction. While we don't expect to pay for the repairs, the process of repairing the equipment has extended the time of the project, therefore increasing the cost. Also, the amount of fuel needed to run the generator has been greater than anticipated. So far, \$7,500 has been spent on diesel fuel.

Lu Engineers has estimated that the additional costs will be \$61,600. The DEC has agreed to pay \$55,440, which is 90% of the cost. The City's share will be \$6,160. DEC staff is preparing the State Assistance Contract Amendment and we will present it to the City Council for approval after we receive it.

Ord No. 1

November 17, 2011

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Factory Street Reconstruction

Included in tonight's agenda is a resolution to accept the revised contract with AECOM for the preliminary design of the Factory Street reconstruction project in the amount of \$612,000. A previous bond ordinance was approved by City Council on September 6, 2011 in the amount of \$530,000 based on the original contract. As the estimated cost of the project has increased an amended bond ordinance must also be considered by City Council.

As the project has received Federal and State funding for 95% of the preliminary engineering and right-of-way incidentals the City will not borrow against this bond ordinance until the time of the street reconstruction. A summary of the initial preliminary design cost are as follows:

AECOM	\$ 612,000
Other Engineering Costs (i.e. Traffic Counts, Borings)	<u>38,000</u>
Bond Ordinance	\$ 650,000

ORDINANCE

An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.

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 November 21, 2011, 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 Councilman _____, who moved its adoption, seconded by Councilman _____, to wit:

WHEREAS, by ordinance dated September 6, 2011, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$530,000 bonds of said City to pay the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a class of objects or purposes, at an estimated maximum cost of \$530,000, in and for the City of Watertown, Jefferson County, New York; and

WHEREAS, the Council now wishes to increase the estimated maximum cost of the aforesaid class of objects or purposes from \$530,000 to \$650,000, an increase of \$120,000 over that previously authorized; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of Watertown, Jefferson County, New York, as follows:

ORDINANCE

An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.
 Total

YEA	NAY

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted September 6, 2011, authorizing the issuance of \$530,000 bonds to pay the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a class of objects or purposes, at an estimated maximum cost of \$530,000, in and for the City of Watertown, Jefferson County, New York, is hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$650,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN FOR THE FACTORY STREET RECONSTRUCTION, IN AND FOR SAID CITY.

“

“Section 1. For the class of objects or purposes of paying the costs of the design for the Factory Street reconstruction, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$650,000 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 class of objects or purposes is \$650,000 and that the plan for the financing thereof is by the issuance of the \$650,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.”

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

ORDINANCE

An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

(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 Councilman _____, seconded by Councilman _____, with all voting "AYE".

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

_____, 2011.

Mayor

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

ORDINANCE

An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

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 November 21, 2011, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Council had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media Date Given

Regular meeting of the City Council held in accordance with Section 14-1 of the Municipal Code

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

ORDINANCE

An Ordinance Amending the Ordinance Dated September 6, 2011, Authorizing the Issuance of \$530,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design for the Factory Street Reconstruction, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$650,000

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member MACALUSO, Teresa R.
Council Member SMITH, Jeffrey M.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on November _____, 2011.

City Clerk

(CORPORATE SEAL)

Ord No. 2

November 17, 2011

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning and Community Development Coordinator

Subject: Amending the Code of the City of Watertown Sections 310-1 Terms Defined, 310-26.1 Fences, and 310-27 Visibility at Corners

An Ordinance has been prepared that amends the sections of the Zoning Ordinance related to fences. It incorporates the changes discussed at the November 14, 2011 Work Session.

The City Planning Board made its recommendations on changes to the fence regulations on November 1, 2011. The Ordinance has also been referred to the County Planning Board for its review pursuant to General Municipal Law Section 239-m.

A public hearing is required before the City Council may vote on this Ordinance. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, December 5, 2011. A SEQRA resolution will be prepared and presented to the City Council for that meeting.

ORDINANCE

Page 1 of 3

Amending the Code of the City of Watertown
Sections 310-1 Terms Defined, 310-26.1 Fences,
And 310-27 Visibility at Corners.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the Code of the City of Watertown, New York imposes restrictions upon the location, height, and type of fences which may be erected upon property within the City, and

WHEREAS the City Planning Board reviewed proposed amendments to Sections 310-1 (Terms defined; word usage), 310-26.1 (Fences) and 310-27 (Visibility at corners) of the Code of the City of Watertown at its November 1, 2011 meeting and made its recommendation on adoption, and

WHEREAS the Jefferson County Planning Board reviewed the proposed amendments pursuant to General Municipal Law Section 239-m, and

WHEREAS a public hearing was held on the proposed zoning ordinance amendments on Monday, December 5, 2011, after due public notice, and

WHEREAS the City Council has determined, pursuant to the State Environmental Quality Review Act, that there will not be any significant environmental impacts caused by the adoption of this ordinance, and

WHEREAS the City Council of the City of Watertown believes that it is in the best interest of residents of the City of Watertown to make the following changes to Chapter 310 of the City Code,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown, New York that following definitions are added to **§ 310-1. Terms defined; word usage:**

FENCE – A constructed barrier of wood, masonry, stone, metal, or other manufactured material or combination of materials erected to enclose, screen, or separate areas.

STREET LINE – A lot line separating a street from the abutting property.

and,

ORDINANCE

Page 2 of 3

Amending the Code of the City of Watertown
Sections 310-1 Terms Defined, 310-26.1 Fences,
And 310-27 Visibility at Corners.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

BE IT FURTHER ORDAINED that the following replaces the current § 310-26.1 in its entirety:

§ 310-26.1. Fences.

A. No person, firm or corporation shall commence the erection, construction, or alteration of any fence without first applying for, and obtaining, a fence permit from Code personnel for each such fence.

B. Application for a fence permit shall be made to Code personnel on forms provided by Code personnel and shall contain the information requested on such forms plus any additional information as may be determined as necessary by Code personnel for duly processing such application.

C. All applications shall be signed by the owner of the real property upon which such work is to be performed. Where such application is made by a person other than the owner, it shall be accompanied by written authorization of the owner that the proposed work is authorized by the owner and that the applicant is authorized to make such application.

D. In all districts, except Light and Heavy Industrial Districts, no fence shall be more than six (6) feet in height, except as otherwise restricted below. In Light and Heavy Industrial Districts no fence shall be more than eight (8) feet in height.

E. Fences located less than twenty (20) feet from a street line shall not be more than four (4) feet in height, except in Light and Heavy Industrial Districts.

F. The height of a fence shall not include post finials extending above the fence panels.

G. Fences located less than twenty (20) feet from a street line shall have open spaces equal to at least 50% of the area of each panel, except as otherwise restricted below.

ORDINANCE

Page 3 of 3

Amending the Code of the City of Watertown
Sections 310-1 Terms Defined, 310-26.1 Fences,
And 310-27 Visibility at Corners.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member MACALUSO, Teresa R.
 Council Member SMITH, Jeffrey M.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

H. Fences located less than five (5) feet from a street line shall have the open spaces equal to at least 80% of the area of each panel.

I. Fences located less than twenty (20) feet from a street line shall not be located less than five (5) feet from a neighbor’s driveway or a shared driveway.

J. The side of the fence facing away from the fence owner's property shall have a finished quality.

K. Chainlink fences shall not be located less than twenty (20) feet from a street line, except in Light and Heavy Industrial Districts.

L. Electric fences shall not be allowed.

M. Barbed-wire fences shall not be allowed, except on top of chain link fences at least six (6) feet in height in Light and Heavy Industrial Districts.
and,

BE IT FURTHER ORDAINED that the following replaces the current § 310-27 in its entirety:

§ 310-27. Visibility at corners.

In any Residence District, no structure (other than a fence meeting the requirements of § 310-26.1) or shrubbery over three (3) feet in height shall be maintained on any corner lot within a triangular area formed by street lines to the points on such lines a distance of 40 feet from their intersection and a line connecting such points.
and,

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

Seconded by



Alfred E. Calligaris
Board Chairman

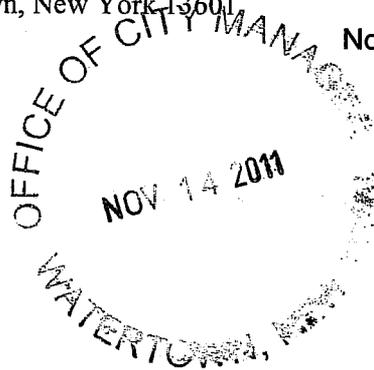
James W. Wright
Executive Director

Development Authority of the North Country

Dulles State Office Building
Watertown, New York 13601

November 9, 2011

Honorable Jeffrey Graham
Mayor, City of Watertown
Municipal Building
245 Washington Street
Watertown, New York 13601



Dear Mayor Graham:

This is to inform you, the Development Authority of the North Country Board has extended the existing discounted tipping fee of \$39.00 per ton, through December 31, 2012. Enclosed please find a copy of the authorizing Resolution.

The Authority extended this discount rate and the standard gate rate of \$41.00 per ton, in recognition of the existing financial circumstance of the partners. If the current contractual rates were allowed to expire December 31, 2011, the automatic return to the gate rate would have cost the County an additional \$2.00 per ton, projected to be a minimum of \$65,000.00 annually. This will be the fifteenth year without a rate increase because the Authority did not want to impose any additional burden on the Counties.

The Authority will continue to work with its partners to develop a revised rate structure which recognizes the revenue impacts of waste diversion and the requirements for the construction of the landfill extension. Since both issues are long-term goals of the next decade, the Authority believes it is prudent to commence gradual adjustments over time.

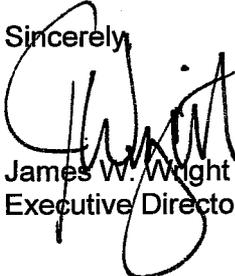
The Authority Board recently spent an entire day committed to strategic planning for solid waste management, including discussions on the landfill extension, permitting and construction, the regional comprehensive plan, and solid waste finances. Our partners' participation will be encouraged and appreciated.

The Authority Board also commenced the landfill extension regulatory permitting process by adopting a series of Resolutions regarding New York State Environmental Quality Review Act requirements, the Environmental Statement, and Draft Scoping Document. All of these Resolutions and supporting documents can be found at the Authority's website, www.danc.org (go to Operations; Solid Waste Management; then the Solid Waste Facilities Expansion Project.) This site will have all documents and reports, etc., available. It will also have a "Frequently Asked Questions" section which will be updated to respond to frequently asked questions. The website also has a provision for submitting information and comments.

The Authority anticipates this will be a multi-year process, and it is committed to making it one which is environmentally compliant, transparent, and accountable.

Should you have any questions, or require further information, please feel free to contact me. Thank you for your continued support and assistance.

Sincerely,

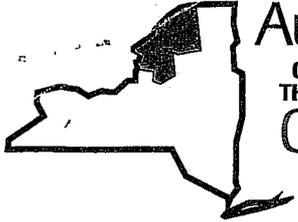


James W. Wright
Executive Director

cc: Thomas Hefferon, Board Member
John B. Johnson, Jr., Board Member
✓ Mary Corriveau, City Manager

Enclosure

Development
Authority
OF
THE North
Country



WWW.DANC.ORG

Dulles State Office Building • 317 Washington Street, Suite 414 • Watertown, New York 13601 • Telephone (315) 661-3200 • Telefax (315) 662-3201 • TDD (800) 662-1220

Water Quality Facilities
Warneck Pump Station
23557 NYS Route 37
Watertown, New York 13601
Telephone (315) 661-3210
Telefax (315) 661-3211
Emergency Telephone (315) 786-4000

Open Access Telecom Network
Dulles State Office Building
317 Washington Street, Suite 406
Watertown, New York 13601
Telephone (315) 661-3200
Telefax (315) 661-3201
Emergency Telephone (866) 669-3262

Solid Waste Management Facility
23400 NYS Route 177
Rodman, New York 13682
Telephone (315) 661-3230
Telefax (315) 661-3231

Resolution No. 2011-11-13

**CONTINUATION OF EXISTING MUNICIPAL SOLID WASTE (MSW)
TIPPING FEES AT THE AUTHORITY'S REGIONAL SOLID WASTE MANAGEMENT FACILITY**

Motion by: F. Carter
Seconded by: S. Brothers
Unanimously Approved

Whereas, the Development Authority of the North Country, has maintained the same per ton "tipping fee" for municipal solid waste at its regional landfill for the past 14 years, at a rate of \$41.00 a ton, and

Whereas, the Authority has incorporated in its Solid Waste Management Plan initiatives to diminish waste volume and incentives to increase waste diversion, thereby negatively impacting revenues and increase rates, and

Whereas, the current discounted rate being provided contractual customers is due to expire December 31, 2011.

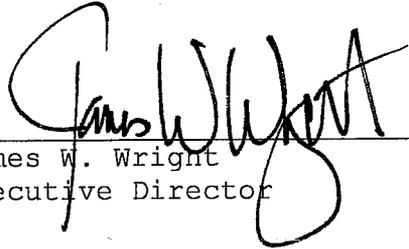
Now, Therefore, Be It Resolved, the Development Authority of the North Country has determined, given the present economic conditions and the county budget impacts on its partners, that a rate hike should be postponed for another 12 months and the current discounted practice of a \$39.00 a ton price for current contractual customers be maintained and the gate rate shall remain at \$41.00 a ton for municipal solid waste, and

Be It Further Resolved, in the development of the Development Authority's annual FY 2012-2013 budget, a revised rate structure shall be presented to allow for adequate notice and county government's consultation, and

Be It Further Resolved, the continuation of said contractual rate shall be offset by revenues from the "tip fee" stabilization reserve funds as adopted by Authority Board Budget Resolution.

DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

I, the undersigned, Executive Director of the Development Authority of the North Country, do hereby certify that I have compared the foregoing copy of Resolution No. 2011-11-13 of the Development Authority of the North Country with the original adopted by the Development Authority of the North Country at a meeting of said Authority on the 2nd day of November, 2011, and that same is a true and correct copy of such resolution. In testimony whereof, I have hereto set my hand this 2nd day of November, 2011.

A handwritten signature in black ink, appearing to read "James W. Wright", written over a horizontal line.

James W. Wright
Executive Director

November 16, 2011

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Sales Tax Revenue – October 2011

The City has received the monthly sales tax revenue numbers from Jefferson County. In comparison to October 2010, the October 2011 sales tax numbers are up \$68,341 or 5.96%, actual to actual. In comparison to our original budget projection for the month of August, the sales tax numbers are up \$35,512 or 2.63%.

The year to date actual to actual receipts are up \$312,855 or 5.72%, year to date budget to actual receipts are up \$156,396 or 2.78%. Year to date revenues for the current Fiscal Year are \$5,781,918.

The attached spreadsheet shows the detail collections for this year and last year, along with the budgeted numbers. Collections for Fiscal Year's 2007-2008; 2008-2009; 2009-10, and 2010-2011 have been added to provide historical perspective.

Please note that this is a monthly estimate issued by the State, and the true-up will be done in the payment we receive in January 2012.

	<u>Actual 2007-08</u>	<u>Actual 2008-09</u>	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 1,202,556	\$ 1,276,583	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 65,403	5.05%
August	\$ 1,150,965	\$ 1,268,437	\$ 1,111,868	\$ 1,250,127	\$ 1,319,714	\$ 69,587	5.57%
September	\$ 1,777,545	\$ 1,529,231	\$ 1,805,736	\$ 1,777,374	\$ 1,886,899	\$ 109,525	6.16%
October	\$ 1,041,228	\$ 1,103,267	\$ 1,081,394	\$ 1,147,531	\$ 1,215,872	\$ 68,341	5.96%
November	\$ 1,089,851	\$ 1,106,240	\$ 1,056,203	\$ 1,203,035	\$ -		0.00%
December	\$ 1,554,307	\$ 1,413,485	\$ 1,606,018	\$ 1,681,408	\$ -		0.00%
January	\$ 1,055,815	\$ 1,073,261	\$ 1,103,884	\$ 1,213,794	\$ -		0.00%
February	\$ 925,894	\$ 843,971	\$ 921,272	\$ 984,089	\$ -		0.00%
March	\$ 1,591,250	\$ 1,458,063	\$ 1,572,098	\$ 1,445,902	\$ -		0.00%
April	\$ 1,044,484	\$ 954,271	\$ 1,121,188	\$ 1,190,708	\$ -		0.00%
May	\$ 1,070,945	\$ 960,159	\$ 1,079,512	\$ 1,164,270	\$ -		0.00%
June	\$ 1,689,660	\$ 1,479,763	\$ 1,709,687	\$ 1,654,800	\$ -		0.00%
YTD	<u>\$ 15,194,501</u>	<u>\$ 14,466,732</u>	<u>\$ 15,223,095</u>	<u>\$ 16,007,069</u>	<u>\$ 5,781,918</u>	<u>\$ 312,855</u>	<u>5.72%</u>

	<u>Original Budget 2011-12</u>	<u>Actual 2011-12</u>	<u>Variance</u>	<u>%</u>
July	\$ 1,331,050	\$ 1,359,433	\$ 28,383	2.13%
August	\$ 1,285,891	\$ 1,319,714	\$ 33,823	2.63%
September	\$ 1,828,221	\$ 1,886,899	\$ 58,677	3.21%
October	\$ 1,180,359	\$ 1,215,872	\$ 35,512	3.01%
November	\$ 1,237,451	\$ -		0.00%
December	\$ 1,729,510	\$ -		0.00%
January	\$ 1,248,519	\$ -		0.00%
February	\$ 1,012,242	\$ -		0.00%
March	\$ 1,487,266	\$ -		0.00%
April	\$ 1,224,772	\$ -		0.00%
May	\$ 1,197,578	\$ -		0.00%
June	\$ 1,702,142	\$ -		0.00%
YTD	<u>\$ 16,465,000</u>	<u>\$ 5,781,918</u>	<u>\$ 156,396</u>	<u>2.78%</u>

November 10, 2011

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Year-end Financial Report

Attached for City Council review is the un-audited financial report for the fiscal year ended June 30, 2011. A summary by fund for the past fiscal year is as follows:

General Fund

Beginning fund balance and reserve balances		\$ 12,040,036
+ Revenues	\$ 36,160,480	
- Expenses	(36,454,545)	
+ Transfer from sidewalk debt reserve	<u>92,891</u>	
Net Change from operations		<u>(201,174)</u>
Ending fund balances and reserve balances		11,838,862
Fund balance reserved for inventory and prepaid expenses		(6,163)
Fund balance reserved for encumbrances		(70,984)
Fund balance reserved for capital improvements		(387,678)
Fund balance reserved for sidewalk assessment debt		(300,601)
Fund balance reserved for Fairgrounds Stadium		(67,075)
Fund balance appropriated to subsequent fiscal year		<u>(1,496,223)</u>
Unreserved un-appropriated fund balance		\$ 9,510,138

Forecasted deficits in current budget's multi-year plan:	FY 2012-13	\$ (1,891,777)
	FY 2013-14	(2,044,451)
	FY 2014-15	(2,431,828)
	FY 2015-16	<u>(2,672,090)</u>
	Total	\$ (9,040,146)

Water Fund

Beginning fund balance and reserve balances		\$ 1,339,312
+ Revenues	\$ 4,568,594	
- Expenses	<u>(4,504,868)</u>	
Net Change from operations		63,726
Change in Workers Compensation Liability		(19,648)
Change in Accrued Interest Liability		9,480
Change in OPEB Liability		<u>(219,962)</u>
Ending net assets and restricted balances		1,172,908
Restricted for Debt Service (Ten Eyck St)		(100,176)
Restricted for coagulation basin repairs		(179,497)
Fund balance reserved for encumbrances		(33,793)
Fund balance appropriated to subsequent fiscal year		<u>(22,445)</u>
Unreserved un-appropriated fund balance		\$ 836,997

The unrestricted net assets amount has been reduced by the amounts the water fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$469,258, accrued interest in the amount of \$39,025 and its anticipated long-term workers compensation liability for current claims in the amount of \$135,034. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Sewer Fund

Beginning fund balance and reserve balances		\$ 1,484,390
+ Revenues	\$ 5,192,013	
- Expenses	<u>(4,941,916)</u>	
Net Change from operations		250,097
Change in Workers Compensation Liability		18,811
Change in Accrued Interest Liability		5,447
Change in OPEB Liability		<u>(122,497)</u>
Ending net assets and restricted balances		1,636,248
Restricted for Debt Service (Ten Eyck St)		(150,287)
Fund balance reserved for encumbrances		(78,269)
Fund balance appropriated to subsequent fiscal year		<u>(12,114)</u>
Unreserved un-appropriated fund balance		\$ 1,395,578

The unrestricted net assets amount has been reduced by the amounts the sewer fund is required to include in its financial statements for the other post-employment benefits (OPEB) liability in the amount of \$343,614, accrued interest in the amount of \$39,269 and its anticipated long-term workers compensation liability for current claims in the amount of \$58,853. The City continues to meet these obligations on a pay-as-you-go basis and fund them in the year the payments are to be made.

Library Fund

Beginning fund balance and reserve balances		\$ 61,682
+ Revenues	\$ 1,133,498	
- Expenses	<u>(1,036,583)</u>	
Net Change from operations		<u>96,915</u>
Ending fund balances and reserve balances		158,597
Fund balance reserved for encumbrances		(12,600)
Fund balance appropriated to subsequent fiscal year		<u>(145,998)</u>
Unreserved un-appropriated fund balance		\$ -

Self-funded Health Insurance Fund

Beginning fund balance and reserve balances		\$ 1,916,539
+ Revenues	\$ 8,067,670	
- Expenses	<u>(8,184,727)</u>	
Net Change from operations		<u>(117,057)</u>
Ending fund balances and reserve balances		1,799,482
Fund balance reserved for encumbrances		-
Fund balance appropriated to subsequent fiscal year		<u>(676,028)</u>
Unreserved un-appropriated fund balance		\$ 1,123,454

Tourism Fund

Beginning fund balance and reserve balances		\$ 159,840
+ Revenues	\$ 209,421	
- Expenses	<u>(338,971)</u>	
Net Change from operations		<u>(129,550)</u>
Ending fund balances and reserve balances		30,290
Fund balance reserved for encumbrances		-
Fund balance appropriated to subsequent fiscal year		<u>(8,900)</u>
Unreserved un-appropriated fund balance		\$ 21,390

Workers Compensation Reserve Fund

Beginning fund balance and reserve balances		\$ 314,352
+ Revenues	\$ 1,432	
- Expenses	<u>-</u>	
Net Change from operations		<u>1,432</u>
Ending fund balances and reserve balances		315,784
Fund balance reserved for encumbrances		-
Fund balance appropriated to subsequent fiscal year		<u>-</u>
Unreserved un-appropriated fund balance		\$ 315,784

Risk Retention Fund

Beginning fund balance and reserve balances		\$ 127,299
+ Revenues	\$ 41,711	
- Expenses	<u>(19,738)</u>	
Net Change from operations		<u>21,973</u>
Ending fund balances and reserve balances		149,272
Fund balance reserved for encumbrances		-
Fund balance appropriated to subsequent fiscal year		<u>-</u>
Unreserved un-appropriated fund balance		\$ 149,272

Debt Service Fund

Beginning fund balance and reserve balances		\$ 241,053
+ Revenues	\$ 53,206	
- Expenses	<u>(164,097)</u>	
Net Change from operations		<u>(110,891)</u>
Ending fund balances and reserve balances		130,162
Fund balance reserved for encumbrances		-
Fund balance appropriated to subsequent fiscal year		<u>(101,775)</u>
Unreserved un-appropriated fund balance		\$ 28,387

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

GENERAL FUND SUMMARY

General Fund Summary	2010-11 Revised Budget	YTD Actual	%	Prior YTD Actual	2009-10 Actual
Revenues	\$ 35,085,878	\$ 36,160,480	103.06%	\$ 35,036,788	\$ 35,036,788
Expenditures	\$ 37,442,438	\$ 36,453,046	97.36%	\$ 34,326,934	\$ 34,326,934
Net Change in Fund Balance	\$ (2,356,560)	\$ (292,566)		\$ 709,854	\$ 709,854

GENERAL FUND REVENUES

General fund revenues finished up \$1,123,692 or 3.21% compared to last year due mostly to the increase in sales tax (\$783,975) and sale of excess hydro power (\$815,866). The 10 largest general fund budgeted revenues account for over 92% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10 Actual
State Admin. Sales & Use Tax	\$ 15,300,000	\$ 16,007,070	104.62%	\$ 15,223,095	\$ 15,223,095
Real Property Taxes(net of reserve)	\$ 7,410,974	\$ 7,054,030	95.18%	\$ 7,316,832	\$ 7,316,832
State Aid, Per Capita	\$ 4,835,667	\$ 4,799,192	99.25%	\$ 4,988,373	\$ 4,988,373
Sale of Surplus Power	\$ 3,156,000	\$ 3,522,437	111.61%	\$ 2,706,571	\$ 2,706,571
Refuse and Garbage Charges	\$ 693,000	\$ 710,948	102.59%	\$ 698,933	\$ 698,933
State Aid, Mortgage Tax	\$ 400,000	\$ 351,984	88.00%	\$ 398,710	\$ 398,710
Utilities Gross Income Tax	\$ 318,000	\$ 407,527	128.15%	\$ 346,709	\$ 346,709
Interest and Earnings	\$ 127,000	\$ 74,600	58.74%	\$ 108,037	\$ 108,037
Payments in Lieu of Taxes	\$ 126,770	\$ 140,365	110.72%	\$ 128,018	\$ 128,018
Interest/Penalties on Property Taxes	\$ 110,000	\$ 175,587	159.62%	\$ 115,443	\$ 115,443
Subtotal	\$ 32,477,411	\$ 33,243,740	102.36%	\$ 32,030,719	\$ 32,030,719
All Other General Fund Revenues	\$ 2,608,467	\$ 2,916,740	111.82%	\$ 3,006,069	\$ 3,006,069
Total	\$ 35,085,878	\$ 36,160,480	103.06%	\$ 35,036,788	\$ 35,036,788

Real Property Tax Collections: Gross property tax revenue for FY 10-11 is \$7,487,431 which was adjusted downwards at year-end by \$444,350. The adjustment was necessary to account for the estimated reserve for uncollectable accounts as well as an amount for deferred tax revenues not yet collected within the first sixty days of the next fiscal year.

Interest and Penalties on Property Taxes: Revenue were up compared to last year by \$60,146 or 52.10% due to the increased number of tax sale certificates held by the City.

Sales Tax Revenue: The City's sales tax collections were above last year's actual results by \$783,975 or 5.15%. Compared to the adopted budget, revenue is up \$707,070 or 4.62%.

Sale of Surplus Power: The City's sale of surplus power was up compared to last year by \$815,866 or 30.14% due to the receipt of a \$321,918 from National Grid to correct a meter multiplier error applied to City Hall since February 2009. Compared to FY 2008/09 revenue is up \$717,111 or 25.56%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue was up compared to last year by \$ 60,818 or 17.54% due in part to the revised method in which National Grid was remitting gross receipt taxes to municipalities last year.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year was down \$46,725 or 11.72% compared to last year.

NYS Unrestricted Aid and AIM funding: The City's revenue from the NYS Aid and Incentives to Municipalities program (AIM) is down compared to last year at this time by \$189,181 due to the 3% cut contained in the the State's FY 2010-11 budget. In addition the City will not receive an additional \$36,475 due to the State withholding 1.1% from its payments to fund its FMAP contingency budget.

CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent 86% of the General Fund budgeted expenditures. General fund expenditures were up by \$2,126,112 or 6.19% compared to last year due largely to the \$1,100,000 of debt that was called during the City's bond refunding. Excluding that payment expenditures were up \$1,026,112 or 2.99%.

GENERAL FUND EXPENDITURES	2010-11	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10
	Revised Budget				Actual (Unaudited)
Fire	\$ 7,915,842	\$ 7,822,377	98.82%	\$ 7,397,772	\$ 7,397,772
Police	\$ 7,235,446	\$ 7,200,075	99.51%	\$ 6,617,824	\$ 6,617,824
Department of Public Works	\$ 5,035,336	\$ 4,785,173	95.03%	\$ 4,772,466	\$ 4,772,466
Debt Service	\$ 4,547,674	\$ 4,546,364	99.97%	\$ 3,794,158	\$ 3,794,158
Health Insurance-Retirees	\$ 3,181,827	\$ 3,112,960	97.84%	\$ 3,234,349	\$ 3,234,349
Parks and Recreation	\$ 1,273,076	\$ 1,188,578	93.36%	\$ 1,130,807	\$ 1,130,807
Library Transfer	\$ 1,066,499	\$ 1,066,499	100.00%	\$ 984,210	\$ 984,210
Traffic Control & Lighting	\$ 820,717	\$ 783,579	95.47%	\$ 756,213	\$ 756,213
Bus	\$ 813,065	\$ 793,540	97.60%	\$ 801,267	\$ 801,267
Transfer to Capital Projects	\$ 608,465	\$ 412,246	67.75%	\$ 381,404	\$ 381,404
SUBTOTAL	\$ 32,497,947	\$ 31,711,390	97.58%	\$ 29,870,470	\$ 29,870,470
All Other Departments/Transfers	\$ 4,944,490	\$ 4,741,656	95.90%	\$ 4,456,464	\$ 4,456,464
TOTAL	\$ 37,442,438	\$ 36,453,046	97.36%	\$ 34,326,934	\$ 34,326,934

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for over 41% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent nearly 83% of the budgeted general fund personal service expenditures. Fire department overtime was up compared to last year by \$48,966 or 17.60%. Police department overtime was up \$128,196 or 57.60%.

Department	2010-11	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10
	Revised Budget				Actual (Unaudited)
Fire	\$ 5,073,379	\$ 5,033,052	99.21%	\$ 4,941,762	\$ 4,941,762
Police	\$ 4,318,971	\$ 4,329,952	100.25%	\$ 4,316,723	\$ 4,316,723
DPW Snow Removal	\$ 496,408	\$ 545,215	109.83%	\$ 538,137	\$ 538,137
Engineering	\$ 491,190	\$ 451,034	91.82%	\$ 524,419	\$ 524,419
DPW Administration	\$ 364,732	\$ 375,130	102.85%	\$ 345,767	\$ 345,767
Municipal Executive	\$ 344,271	\$ 298,440	86.69%	\$ 423,255	\$ 423,255
DPW Refuse & Garbage	\$ 343,045	\$ 317,158	92.45%	\$ 280,935	\$ 280,935
DPW Central Garage	\$ 328,094	\$ 331,056	100.90%	\$ 313,153	\$ 313,153
Bus	\$ 308,067	\$ 303,576	98.54%	\$ 313,452	\$ 313,452
Comptroller	\$ 303,535	\$ 313,424	103.26%	\$ 292,815	\$ 292,815
SUBTOTAL	\$ 12,371,692	\$ 12,298,037	99.40%	\$ 12,290,418	\$ 12,290,418
All Other Departments	\$ 2,570,399	\$ 2,565,695	99.82%	\$ 2,437,665	\$ 2,437,665
TOTAL	\$ 14,942,091	\$ 14,863,732	99.48%	\$ 14,728,083	\$ 14,728,083

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

WATER FUND

Revenues were lower compared to last year by \$53,617 or 1.16%. The bills to DANC were up by \$19,956 or 4.60% compared to last year to \$453,737. Expenditures were higher by \$70,592 or 1.58% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Water Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 4,609,475	\$ 4,568,594	99.11%	\$ 4,621,827	\$ 4,621,827
Expenditures	\$ 4,767,412	\$ 4,534,868	95.12%	\$ 4,464,276	\$ 4,464,276
Net Change in Fund Balance	\$ (157,937)	\$ 33,726		\$ 157,551	\$ 157,551

SEWER FUND

Revenues have increased from last year, up \$552,446 or 17.47%. Revenues from tanker hauled sludge and leachate have increased \$266,250 or 62.10%. Revenues from other governments is up \$286,082 or 25.58%. Expenditures have increased by \$639,490 or 14.86% compared to last year due mostly to an increase of \$571,065 to the capital fund to negate the issuance of debt for the Wealtha Avenue sewer lining project.

	2010-11		Y-T-D % of Budget		2009-10
Sewer Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 5,176,500	\$ 5,192,013	100.30%	\$ 4,802,797	\$ 4,802,797
Expenditures	\$ 5,102,162	\$ 4,941,916	96.86%	\$ 4,302,426	\$ 4,302,426
Net Change in Fund Balance	\$ 74,338	\$ 250,096		\$ 500,370	\$ 500,370

LIBRARY FUND

Excluding the transfer from the General Fund, revenues were down compared to last year by \$1,212 or 1.78%. Expenditures were down by \$17,333 or 1.64% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Library Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 1,133,423	\$ 1,133,498	100.01%	\$ 1,052,422	\$ 1,052,422
Expenditures	\$ 1,173,602	\$ 1,036,583	88.32%	\$ 1,053,916	\$ 1,053,916
Net Change in Fund Balance	\$ (40,179)	\$ 96,915		\$ (1,494)	\$ (1,494)

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$1,066,499) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues were down compared to last year by \$259,558 or 3.12% due to the decreased in premiums by \$421,258 and a decrease in stop loss insurance recoveries of \$60,802. The City did receive \$300,952 from the Federal Early Retiree Reinsurance Program. Expenditures were up by \$652,942 or 8.67% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Self-Insurance Fund Summary	Revised Budget	Y-T-D Actual	(June = 100%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 7,559,936	\$ 8,066,575	106.70%	\$ 8,326,132	\$ 8,326,132
Expenditures	\$ 7,849,936	\$ 8,184,727	104.26%	\$ 7,531,785	\$ 7,531,785
Net Change in Fund Balance	\$ (290,000)	\$ (118,153)		\$ 794,347	\$ 794,347

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
General Fund Revenues							
Real Property Taxes	\$ 7,487,424	\$ 7,487,431	100.00%	\$ 7,343,895	\$ 7,343,895	\$ 143,536	1.95%
Special Assessments (sidewalks)	\$ 13,550	\$ 10,949	80.81%	\$ 10,463	\$ 10,463	\$ 486	4.65%
Real Property Tax Reserve	\$ (90,000)	\$ (444,350)	493.72%	\$ (37,526)	\$ (37,526)	\$ (406,824)	1084.12%
Federal Payments in Lieu of Taxes	\$ 25,500	\$ 35,589	139.57%	\$ 31,102	\$ 31,102	\$ 4,487	14.43%
Other Payments in Lieu of Taxes	\$ 101,270	\$ 104,775	103.46%	\$ 96,915	\$ 96,915	\$ 7,860	8.11%
Interest/Penalties on Property Taxes	\$ 110,000	\$ 175,587	159.62%	\$ 115,443	\$ 115,443	\$ 60,144	52.10%
State Admin. Sales & Use Tax	\$ 15,300,000	\$ 16,007,070	104.62%	\$ 15,223,095	\$ 15,223,095	\$ 783,975	5.15%
Utilities Gross Income Tax	\$ 318,000	\$ 407,527	128.15%	\$ 346,709	\$ 346,709	\$ 60,818	17.54%
Franchises	\$ 434,700	\$ 431,049	99.16%	\$ 415,047	\$ 415,047	\$ 16,003	3.86%
Tax Sale Advertising	\$ 12,000	\$ 15,700	130.83%	\$ 13,080	\$ 13,080	\$ 2,620	20.03%
Comptroller's Fees	\$ 7,500	\$ 7,679	102.39%	\$ 7,192	\$ 7,192	\$ 487	6.77%
Assessor's Fees	\$ 375	\$ 508	135.47%	\$ 543	\$ 543	\$ (35)	-6.49%
Clerk Fees	\$ 115,000	\$ 113,621	98.80%	\$ 103,829	\$ 103,829	\$ 9,792	9.43%
Civil Service Fees	\$ 1,200	\$ 900	75.00%	\$ 3,397	\$ 3,397	\$ (2,497)	-73.51%
Police Fees	\$ 4,000	\$ 14,825	370.63%	\$ 4,109	\$ 4,109	\$ 10,716	260.77%
Demolition Charges	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Public Works Fees	\$ 80,000	\$ 63,861	79.83%	\$ 94,879	\$ 94,879	\$ (31,018)	-32.69%
DPW Charges - Fuel	\$ 25,695	\$ 25,727	100.13%	\$ 22,032	\$ 22,032	\$ 3,696	16.77%
Bus Fares	\$ 165,000	\$ 155,136	94.02%	\$ 158,874	\$ 158,874	\$ (3,737)	-2.35%
Bus Advertising	\$ 7,500	\$ 12,870	171.60%	\$ 4,872	\$ 4,872	\$ 7,998	164.18%
Parks & Recreation Charges	\$ 7,500	\$ 16,694	222.59%	\$ 11,874	\$ 11,874	\$ 4,820	40.59%
Recreation Concessions	\$ 35,000	\$ 70,417	201.19%	\$ 35,363	\$ 35,363	\$ 35,054	99.13%
Special Recreation Facility Charges	\$ -	\$ -	0.00%	\$ 24,000	\$ 24,000	\$ (24,000)	-100.00%
Pool Fees	\$ 500	\$ 116	23.20%	\$ 337	\$ 337	\$ (221)	-65.58%
Arena Fees	\$ 121,600	\$ 165,476	136.08%	\$ 106,861	\$ 106,861	\$ 58,615	54.85%
Skating Rink Charges	\$ 50,000	\$ 40,194	80.39%	\$ 50,800	\$ 50,800	\$ (10,606)	-20.88%
Zoning Fees	\$ 3,000	\$ 3,056	101.87%	\$ 2,925	\$ 2,925	\$ 131	4.48%
Refuse and Garbage Charges	\$ 500,000	\$ 499,400	99.88%	\$ 497,138	\$ 497,138	\$ 2,263	0.46%
Toter Fees	\$ 193,000	\$ 211,548	109.61%	\$ 201,795	\$ 201,795	\$ 9,753	4.83%
Sale of Surplus Power	\$ 3,156,000	\$ 3,522,437	111.61%	\$ 2,706,571	\$ 2,706,571	\$ 815,866	30.14%
Taxes/Assessment Svcs. Other Govt.	\$ 4,495	\$ 4,497	100.04%	\$ 4,502	\$ 4,502	\$ (5)	-0.10%
Civil Service Charges-School District	\$ 26,600	\$ 27,103	101.89%	\$ 27,085	\$ 27,085	\$ 18	0.07%
Police Services	\$ 92,775	\$ 80,952	87.26%	\$ 91,814	\$ 91,814	\$ (10,862)	-11.83%
Transportation Services, Other Govts.	\$ -	\$ 4,605	0.00%	\$ 10,000	\$ 10,000	\$ (5,395)	-53.95%
Misc. Revenues, Other Govts.	\$ -	\$ -	0.00%	\$ 15,916	\$ 15,916	\$ (15,916)	-100.00%
Interest and Earnings	\$ 127,000	\$ 74,600	58.74%	\$ 108,037	\$ 108,037	\$ (33,436)	-30.95%
Rental of Real Property	\$ 53,550	\$ 56,795	106.06%	\$ 27,115	\$ 27,115	\$ 29,680	109.46%
Business and Occupational Licenses	\$ 6,000	\$ 5,201	86.68%	\$ 6,087	\$ 6,087	\$ (886)	-14.56%
Games of Chance Licenses	\$ 100	\$ 30	30.00%	\$ 80	\$ 80	\$ (50)	-62.50%
Bingo Licenses	\$ 4,000	\$ 5,105	127.61%	\$ 3,778	\$ 3,778	\$ 1,327	35.11%
Building & Alterations Permits	\$ 50,000	\$ 72,982	145.96%	\$ 40,644	\$ 40,644	\$ 32,338	79.57%
City Permits	\$ 17,000	\$ 3,584	21.08%	\$ 18,928	\$ 18,928	\$ (15,344)	-81.07%
Plumbing Permits	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Sanitary Sewer Permits	\$ 2,000	\$ 6,890	344.50%	\$ 13,715	\$ 13,715	\$ (6,825)	-49.76%
Storm Sewer Permits	\$ 500	\$ 125	25.00%	\$ 950	\$ 950	\$ (825)	-86.84%
Fines & Forfeited Bail	\$ 135,000	\$ 100,533	74.47%	\$ 106,463	\$ 106,463	\$ (5,930)	-5.57%
Scrap & Excess Materials Sale	\$ 4,500	\$ 16,417	364.82%	\$ 9,211	\$ 9,211	\$ 7,206	78.23%
Minor Sales	\$ -	\$ 206	0.00%	\$ 32	\$ 32	\$ 174	543.75%
Sale of Real Property	\$ 5,000	\$ 4,428	88.56%	\$ 17,191	\$ 17,191	\$ (12,763)	-74.24%
Sale of Equipment	\$ 5,000	\$ 29,204	584.08%	\$ 16,383	\$ 16,383	\$ 12,821	78.26%
Insurance Recoveries	\$ 22,500	\$ 14,552	64.67%	\$ 13,842	\$ 13,842	\$ 710	5.13%
Other Compensation for Loss	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Year Expense	\$ 5,000	\$ 37,829	756.58%	\$ 2,079	\$ 2,079	\$ 35,750	1719.40%
Gifts & Donations	\$ 5,000	\$ 5,175	103.50%	\$ 18,407	\$ 18,407	\$ (13,232)	-71.89%
Other Unclassified Revenues	\$ 1,000	\$ 4,189	418.86%	\$ 406	\$ 406	\$ 3,782	930.47%
Central Printing & Mailing	\$ 2,700	\$ 3,114	115.34%	\$ 2,809	\$ 2,809	\$ 305	10.87%
Central Garage	\$ 85,000	\$ 115,168	135.49%	\$ 85,470	\$ 85,470	\$ 29,698	34.75%
State Aid, Per Capita	\$ 4,835,667	\$ 4,799,192	99.25%	\$ 4,988,373	\$ 4,988,373	\$ (189,181)	-3.79%
State Aid, Real Property Tax Law	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Mortgage Tax	\$ 400,000	\$ 351,984	88.00%	\$ 398,710	\$ 398,710	\$ (46,725)	-11.72%
State Aid, STAR	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Records Management	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Other	\$ -	\$ 380	0.00%	\$ -	\$ -	\$ 380	#DIV/0!

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

	2010-11	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
State Reimbursement-Worker's Comp.	\$ 65,000	\$ 56,017	86.18%	\$ 60,110	\$ 60,110	\$ (4,093)	-6.81%
State Reimbursement-Court Security	\$ 32,500	\$ 30,530	93.94%	\$ 27,471	\$ 27,471	\$ 3,059	11.13%
State Reimbursement-Court Postage	\$ 1,752	\$ 1,752	100.00%	\$ 1,752	\$ 1,752	\$ -	0.00%
State Reimbursement-CHIPs	\$ 5,000	\$ 8,036	160.72%	\$ 7,516	\$ 7,516	\$ 520	6.92%
State Mass Transportation Assistance	\$ 180,000	\$ 231,034	128.35%	\$ 255,509	\$ 255,509	\$ (24,475)	-9.58%
State Aid-Transportation Grants	\$ -	\$ -	0.00%	\$ 7,033	\$ 7,033	\$ (7,033)	-100.00%
State Aid-Bus Projects	\$ -	\$ 57,757	0.00%	\$ -	\$ -	\$ 57,757	#DIV/0!
State Aid, Youth Program	\$ 8,915	\$ 8,574	88.98%	\$ 10,211	\$ 10,211	\$ (5,050)	-49.46%
State Aid, Juvenile Program	\$ 5,800	\$ 5,161	57.70%	\$ 6,146	\$ 6,146	\$ 71,151	1157.68%
State Aid, Other Home & Community Service	\$ 133,960	\$ 77,297	0.00%	\$ 23,788	\$ 23,788	\$ (23,788)	-100.00%
State Aid, Codes	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Fed Aid - Other (TSA)	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Federal Aid Police Block Grant	\$ -	\$ 56,886	0.00%	\$ 127,336	\$ 127,336	\$ (70,450)	-55.33%
Federal Aid Highway Safety	\$ 10,500	\$ 8,347	79.50%	\$ 6,585	\$ 6,585	\$ 1,762	26.75%
Federal Transportation Assistance	\$ 124,600	\$ 124,600	100.00%	\$ 116,400	\$ 116,400	\$ 8,200	7.04%
Federal Aid-Transportation Grants	\$ -	\$ -	0.00%	\$ 56,261	\$ 56,261	\$ (56,261)	-100.00%
Federal Aid-Other Home & Community Serv.	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Transfers	\$ 442,150	\$ 513,859	116.22%	\$ 707,033	\$ 707,033	\$ (193,174)	-27.32%
Total Revenue	\$ 35,085,878	\$ 36,160,480	103.06%	\$ 35,036,788	\$ 35,036,788	\$ 1,123,692	3.21%
Appropriated Fund Balance	\$ 2,235,965	\$ 292,566	13.08%	\$ -	\$ -	\$ 292,566	#DIV/0!
Revenue and Fund Balance	\$ 37,321,843	\$ 36,453,046	97.67%	\$ 35,036,788	\$ 35,036,788	\$ 1,416,258	4.04%
General Fund Expenditures							
Legislative Board	\$ 69,527	\$ 67,510	97.10%	\$ 65,112	\$ 65,112	\$ 2,398	3.68%
Mayor	\$ 27,369	\$ 26,552	97.01%	\$ 25,074	\$ 25,074	\$ 1,478	5.89%
Municipal Executive	\$ 432,901	\$ 429,011	99.10%	\$ 420,747	\$ 420,747	\$ 8,264	1.96%
Comptroller	\$ 546,641	\$ 514,015	94.03%	\$ 480,979	\$ 480,979	\$ 33,036	6.87%
Purchasing	\$ 138,751	\$ 137,286	98.94%	\$ 125,398	\$ 125,398	\$ 11,888	9.48%
Assessment	\$ 272,916	\$ 253,116	92.75%	\$ 247,955	\$ 247,955	\$ 5,161	2.08%
Tax Advertising	\$ 18,725	\$ 18,710	99.92%	\$ 14,546	\$ 14,546	\$ 4,164	28.62%
Property Acquired for Taxes	\$ 24,550	\$ 22,963	93.54%	\$ 3,394	\$ 3,394	\$ 19,569	576.54%
Fiscal Agent Fees	\$ 2,390	\$ 1,776	74.33%	\$ 2,955	\$ 2,955	\$ (1,178)	-39.88%
Clerk	\$ 208,881	\$ 207,799	99.48%	\$ 199,036	\$ 199,036	\$ 8,763	4.40%
Law	\$ 226,200	\$ 226,164	99.98%	\$ 180,221	\$ 180,221	\$ 45,944	25.49%
Civil Service	\$ 73,324	\$ 72,072	98.29%	\$ 73,895	\$ 73,895	\$ (1,823)	-2.47%
Engineering	\$ 717,031	\$ 662,830	92.44%	\$ 656,623	\$ 656,623	\$ 6,207	0.95%
DPW Administration	\$ 651,067	\$ 644,115	98.93%	\$ 638,704	\$ 638,704	\$ 5,411	0.85%
Buildings	\$ 180,223	\$ 170,377	94.54%	\$ 190,764	\$ 190,764	\$ (20,388)	-10.69%
Central Garage	\$ 687,842	\$ 662,000	96.24%	\$ 610,786	\$ 610,786	\$ 51,214	8.38%
Central Printing & Mailing	\$ 81,004	\$ 68,371	84.40%	\$ 70,072	\$ 70,072	\$ (1,701)	-2.43%
Information Technology	\$ 487,928	\$ 480,821	98.54%	\$ 450,014	\$ 450,014	\$ 30,808	6.85%
Judgements & Claims	\$ 44,525	\$ 44,509	99.96%	\$ -	\$ -	\$ 44,509	#DIV/0!
Land	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Taxes on Property	\$ 29,300	\$ 29,283	99.94%	\$ 29,121	\$ 29,121	\$ 162	0.56%
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Police	\$ 7,235,446	\$ 7,200,075	99.51%	\$ 6,617,824	\$ 6,617,824	\$ 582,251	8.80%
Fire	\$ 7,915,842	\$ 7,822,377	98.82%	\$ 7,397,772	\$ 7,397,772	\$ 424,605	5.74%
Control of Animals	\$ 89,876	\$ 85,545	95.18%	\$ 85,382	\$ 85,382	\$ 163	0.19%
Safety Inspection	\$ 346,208	\$ 337,708	97.54%	\$ 297,084	\$ 297,084	\$ 40,624	13.67%
DPW Municipal Maintenance	\$ 566,265	\$ 535,516	94.57%	\$ 539,129	\$ 539,129	\$ (3,613)	-0.67%
DPW Road Maintenance	\$ 727,140	\$ 616,942	84.85%	\$ 718,231	\$ 718,231	\$ (101,289)	-14.10%
DPW Snow Removal	\$ 1,180,484	\$ 1,157,517	98.05%	\$ 1,019,436	\$ 1,019,436	\$ 138,081	13.54%
Hydro Electric Production	\$ 316,450	\$ 303,624	95.95%	\$ 302,476	\$ 302,476	\$ 1,148	0.38%
Traffic Control & Lighting	\$ 820,717	\$ 783,579	95.47%	\$ 756,213	\$ 756,213	\$ 27,366	3.62%
Bus	\$ 813,065	\$ 793,540	97.60%	\$ 801,267	\$ 801,267	\$ (7,727)	-0.96%
Off Street Parking	\$ 67,844	\$ 34,926	51.48%	\$ 53,753	\$ 53,753	\$ (18,827)	-35.03%
Community Action	\$ 52,000	\$ 52,000	100.00%	\$ 52,000	\$ 52,000	\$ -	0.00%
Publicity	\$ 8,250	\$ 2,183	26.46%	\$ 440	\$ 440	\$ 1,743	396.32%
IND CTR, LDC, EDZ	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Recreation Administration	\$ 175,544	\$ 165,380	94.21%	\$ 163,194	\$ 163,194	\$ 2,186	1.34%
Thompson Park	\$ 288,111	\$ 275,975	95.79%	\$ 265,445	\$ 265,445	\$ 10,530	3.97%
Recreation Playgrounds	\$ 59,388	\$ 46,102	77.63%	\$ 52,898	\$ 52,898	\$ (6,796)	-12.85%
Recreation Fairgrounds	\$ 135,857	\$ 126,619	93.20%	\$ 109,118	\$ 109,118	\$ 17,501	16.04%
Recreation Athletic Programs	\$ 58,983	\$ 43,613	73.94%	\$ 45,900	\$ 45,900	\$ (2,287)	-4.98%
Recreation Outdoor Swimming Pool	\$ 160,616	\$ 150,210	93.52%	\$ 148,394	\$ 148,394	\$ 1,816	1.22%

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

	2010-11	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
Recreation Ice Arena	\$ 394,577	\$ 380,679	96.48%	\$ 345,858	\$ 345,858	\$ 34,821	10.07%
Historian	\$ 250	\$ -	0.00%	\$ 187	\$ 187	\$ (187)	-100.00%
Zoning	\$ 2,625	\$ 2,079	79.19%	\$ 1,186	\$ 1,186	\$ 892	75.23%
Planning	\$ 23,147	\$ 22,731	98.20%	\$ 65,706	\$ 65,706	\$ (42,975)	-65.41%
DPW Storm Sewer	\$ 346,456	\$ 324,960	93.80%	\$ 330,109	\$ 330,109	\$ (5,150)	-1.56%
DPW Refuse & Garbage	\$ 876,082	\$ 844,123	96.35%	\$ 916,071	\$ 916,071	\$ (71,948)	-7.85%
Worker's Compensation	\$ 105,750	\$ 105,747	100.00%	\$ 96,945	\$ 96,945	\$ 8,802	9.08%
Unemployment Insurance	\$ 12,500	\$ 11,308	90.47%	\$ 13,326	\$ 13,326	\$ (2,017)	-15.14%
Health Insurance-Retirees	\$ 3,181,827	\$ 3,112,960	97.84%	\$ 3,234,349	\$ 3,234,349	\$ (121,389)	-3.75%
Medicare Reimbursements	\$ 265,026	\$ 264,931	99.96%	\$ 241,877	\$ 241,877	\$ 23,054	9.53%
Compensated Absences	\$ 25,000	\$ 39,993	159.97%	\$ (32,489)	\$ (32,489)	\$ 72,483	-223.10%
Other Employee Benefits	\$ 12,378	\$ 10,715	86.57%	\$ 7,686	\$ 7,686	\$ 3,029	39.41%
General Liability Reserve Transfer	\$ 25,000	\$ 25,000	100.00%	\$ 25,000	\$ 25,000	\$ -	0.00%
Library Transfer	\$ 1,066,499	\$ 1,066,499	100.00%	\$ 984,210	\$ 984,210	\$ 82,289	8.36%
Serial Bonds - Principal	\$ 3,570,379	\$ 3,570,366	100.00%	\$ 2,718,219	\$ 2,718,219	\$ 852,147	31.35%
Serial Bonds-Interest	\$ 946,795	\$ 946,301	99.95%	\$ 1,045,996	\$ 1,045,996	\$ (99,695)	-9.53%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Loan Principal	\$ 30,000	\$ 29,422	98.07%	\$ 28,942	\$ 28,942	\$ 480	1.66%
NYPA Loan Interest	\$ 500	\$ 275	55.04%	\$ 1,001	\$ 1,001	\$ (726)	-72.51%
Capital Reserve Fund	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Capital Fund Transfer	\$ 608,465	\$ 412,246	67.75%	\$ 381,404	\$ 381,404	\$ 30,842	8.09%
Black River Trust Fund Transfer	\$ 10,000	\$ 10,000	100.00%	\$ 10,000	\$ 10,000	\$ -	0.00%
TOTAL	\$ 37,442,438	\$ 36,453,046	97.36%	\$ 34,326,934	\$ 34,326,934	\$ 2,126,112	6.19%
Water Fund Revenues							
Water Rents	\$ 3,153,950	\$ 3,182,274	100.90%	\$ 3,617,752	\$ 3,617,752	\$ (435,478)	-12.04%
Unmetered Water	\$ 12,000	\$ 12,868	107.23%	\$ 15,726	\$ 15,726	\$ (2,857)	-18.17%
Outside User Fees	\$ 1,112,000	\$ 1,091,145	98.12%	\$ 544,160	\$ 544,160	\$ 546,986	100.52%
Water Service Charges	\$ 65,000	\$ 69,847	107.46%	\$ 90,366	\$ 90,366	\$ (20,519)	-22.71%
Interest & Penalties on Water Rents	\$ 75,000	\$ 71,854	95.80%	\$ 69,620	\$ 69,620	\$ 2,233	3.21%
Interest Earnings	\$ 11,000	\$ 3,932	35.74%	\$ 4,854	\$ 4,854	\$ (922)	-19.00%
Sale of Scrap	\$ 1,250	\$ 3,288	263.05%	\$ 1,785	\$ 1,785	\$ 1,503	84.21%
Sale of Equipment	\$ 1,000	\$ 1,700	170.00%	\$ -	\$ -	\$ 1,700	#DIV/0!
Insurance Recoveries	\$ 1,000	\$ -	0.00%	\$ 5,870	\$ 5,870	\$ (5,870)	-100.00%
Refund of Prior Years Expenditure	\$ 100	\$ -	0.00%	\$ 68	\$ 68	\$ (68)	-100.00%
Premium on Obligations	\$ -	\$ 12,816	0.00%	\$ -	\$ -	\$ 12,816	#DIV/0!
Unclassified Revenues	\$ 100	\$ 1,767	1766.74%	\$ 2,121	\$ 2,121	\$ (354)	-16.69%
Metered Water Sales Funds	\$ 95,000	\$ 108,133	113.82%	\$ 96,409	\$ 96,409	\$ 11,724	12.16%
State Aid - CHIPS	\$ -	\$ 1,063	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid - Home & Community	\$ 8,075	\$ 1,704	21.10%	\$ -	\$ -	\$ -	0.00%
Interfund Transfers	\$ 74,000	\$ 6,203	8.38%	\$ 173,098	\$ 173,098	\$ (166,894)	-96.42%
Total Revenue	\$ 4,609,475	\$ 4,568,594	99.11%	\$ 4,621,827	\$ 4,621,827	\$ (53,233)	-1.15%
Appropriated Fund Balance	\$ 156,227	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Revenue and Fund Balance	\$ 4,765,702	\$ 4,568,594	95.86%	\$ 4,621,827	\$ 4,621,827	\$ (53,233)	-1.15%
Water Fund Expenditures							
Taxes on Property	\$ 725	\$ 708	97.68%	\$ 672	\$ 672	\$ 36	5.33%
Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 289,619	\$ 267,644	92.41%	\$ 253,155	\$ 253,155	\$ 14,489	5.72%
Source of Supply, Power and Pump	\$ 577,751	\$ 461,302	79.84%	\$ 415,956	\$ 415,956	\$ 45,346	10.90%
Water Purification	\$ 1,448,773	\$ 1,415,456	97.70%	\$ 1,377,847	\$ 1,377,847	\$ 37,609	2.73%
Transmission and Distribution	\$ 1,072,205	\$ 1,055,108	98.41%	\$ 1,079,265	\$ 1,079,265	\$ (24,157)	-2.24%
Worker's Compensation	\$ 5,000	\$ 6,860	137.20%	\$ 4,719	\$ 4,719	\$ 2,142	45.39%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 147,234	\$ 123,156	83.65%	\$ 154,631	\$ 154,631	\$ (31,476)	-20.36%
Medicare Reimbursements	\$ 13,303	\$ 11,624	87.38%	\$ -	\$ -	\$ 11,624	#DIV/0!
Compensated Absences	\$ 2,500	\$ (10,887)	-435.49%	\$ (3,533)	\$ (3,533)	\$ (7,354)	208.14%
Other Employee Benefits	\$ 1,144	\$ 679	59.32%	\$ -	\$ -	\$ 679	#DIV/0!
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ 7,500	\$ 7,500	\$ -	0.00%
Serial Bonds - Principal	\$ 813,282	\$ 813,258	100.00%	\$ 902,992	\$ 902,992	\$ (89,734)	-9.94%
Serial Bonds - Interest	\$ 178,776	\$ 173,444	97.02%	\$ 216,744	\$ 216,744	\$ (43,300)	-19.98%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Transfer to Coagulation Reserve	\$ 30,000	\$ 30,000	100.00%	\$ 30,000	\$ 30,000	\$ -	0.00%
Transfer to Capital	\$ 179,600	\$ 179,017	99.68%	\$ 24,328	\$ 24,328	\$ 154,689	635.85%

**CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011**

	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
TOTAL	\$ 4,767,412	\$ 4,534,868	95.12%	\$ 4,464,276	\$ 4,464,276	\$ 70,592	1.58%
Sewer Fund Revenues							
Sewer Rents	\$ 2,792,200	\$ 2,697,234	96.60%	\$ 2,697,049	\$ 2,697,049	\$ 185	0.01%
Sewer Charges	\$ 634,250	\$ 695,000	109.58%	\$ 428,751	\$ 428,751	\$ 266,250	62.10%
Interest & Penalties on Sewer Rents	\$ 65,000	\$ 60,604	93.24%	\$ 59,232	\$ 59,232	\$ 1,371	2.32%
Sewer Rents-Governments	\$ 1,317,875	\$ 1,404,364	106.56%	\$ 1,118,282	\$ 1,118,282	\$ 286,082	25.58%
Interest Earnings	\$ 10,275	\$ 7,010	68.23%	\$ 2,507	\$ 2,507	\$ 4,503	179.60%
Permit Fees	\$ 22,000	\$ 20,375	92.61%	\$ 20,500	\$ 20,500	\$ (125)	-0.61%
Sale of Scrap	\$ 1,000	\$ 249	24.88%	\$ -	\$ -	\$ 249	#DIV/0!
Sale of Equipment	\$ -	\$ 1,166	0.00%	\$ 14,550	\$ 14,550	\$ (13,385)	-91.99%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ -	0.00%	\$ 115	\$ 115	\$ (115)	-100.00%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Unclassified Revenues	\$ -	\$ 94	0.00%	\$ -	\$ -	\$ 94	#DIV/0!
Interfund Revenues	\$ 176,250	\$ 220,877	125.32%	\$ 163,716	\$ 163,716	\$ 57,161	34.91%
State Aid - Workers Compensation	\$ 5,500	\$ -	0.00%	\$ 6,849	\$ 6,849	\$ (6,849)	-100.00%
State Aid - CHIPSs	\$ -	\$ 756	0.00%	\$ 767	\$ 767	\$ (11)	-1.45%
State Aid - Home & Community	\$ 7,150	\$ -	0.00%	\$ 767	\$ 767	\$ (767)	-100.00%
Interfund Transfer	\$ 145,000	\$ 84,284	58.13%	\$ 289,711	\$ 289,711	\$ (205,428)	-70.91%
Total Revenue	\$ 5,176,500	\$ 5,192,013	100.30%	\$ 4,802,797	\$ 4,802,797	\$ 389,216	8.10%
Appropriated Fund Balance	\$ (130,649)	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Total Revenue	\$ 5,045,851	\$ 5,192,013	102.90%	\$ 4,802,797	\$ 4,802,797	\$ 389,216	8.10%

Sewer Fund Expenditures							
Sewer Administration	\$ 159,551	\$ 139,663	87.54%	\$ 136,538	\$ 136,538	\$ 3,126	2.29%
Sanitary Sewer	\$ 446,324	\$ 424,812	95.18%	\$ 386,377	\$ 386,377	\$ 38,435	9.95%
Sewage Treatment and Disposal	\$ 2,778,262	\$ 2,670,489	96.12%	\$ 2,643,406	\$ 2,643,406	\$ 27,083	1.02%
Contingency	\$ 80	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Worker's Compensation	\$ 4,200	\$ 5,550	132.14%	\$ 3,741	\$ 3,741	\$ 1,809	48.35%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance- Retirees	\$ 126,894	\$ 126,750	99.89%	\$ 135,274	\$ 135,274	\$ (8,524)	-6.30%
Medicare Reimbursements	\$ 9,487	\$ 9,477	99.90%	\$ -	\$ -	\$ 9,477	#DIV/0!
Compensated Absences	\$ 1,000	\$ (8,366)	-836.56%	\$ 982	\$ 982	\$ (9,347)	-951.98%
Other Employee Benefits	\$ 967	\$ 673	69.56%	\$ -	\$ -	\$ 673	#DIV/0!
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ 7,500	\$ 7,500	\$ -	0.00%
Serial Bonds - Principal	\$ 520,331	\$ 520,277	99.99%	\$ 502,681	\$ 502,681	\$ 17,596	3.50%
Serial Bonds - Interest	\$ 178,367	\$ 173,080	97.04%	\$ 184,965	\$ 184,965	\$ (11,885)	-6.43%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Principal	\$ 2,100	\$ 1,991	94.80%	\$ 1,958	\$ 1,958	\$ 32	1.66%
NYPA Interest	\$ 100	\$ 19	18.61%	\$ 68	\$ 68	\$ (49)	-72.54%
Transfer to Capital Fund	\$ 867,000	\$ 870,002	100.35%	\$ 298,936	\$ 298,936	\$ 571,065	191.03%
TOTAL	\$ 5,102,162	\$ 4,941,916	96.86%	\$ 4,302,426	\$ 4,302,426	\$ 639,490	14.86%

Library Fund Revenues							
Library Fines	\$ 17,000	\$ 14,186	83.45%	\$ 16,672	\$ 16,672	\$ (2,486)	-14.91%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ 1,644	0.00%	\$ -	\$ -	\$ 1,644	#DIV/0!
Library Grant	\$ 49,924	\$ 50,704	101.56%	\$ 51,540	\$ 51,540	\$ (836)	-1.62%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Library Construction Grant	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Transfer	\$ 1,066,499	\$ 1,066,965	100.04%	\$ 984,210	\$ 984,210	\$ 82,755	8.41%
Total Revenue	\$ 1,133,423	\$ 1,133,498	100.01%	\$ 1,052,422	\$ 1,052,422	\$ 81,077	7.70%
Appropriated Fund Balance	\$ 40,000	\$ -	0.00%	\$ 1,494	\$ 1,494	\$ (1,494)	-100.00%
Revenue and Fund Balance	\$ 1,173,423	\$ 1,133,498	96.60%	\$ 1,053,916	\$ 1,053,916	\$ 79,583	7.55%

Library Fund Expenditures							
Contingency	\$ 47	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Fund Expenditures	\$ 840,285	\$ 814,719	96.96%	\$ 823,844	\$ 823,844	\$ (9,125)	-1.11%
Worker's Compensation	\$ 2,450	\$ 2,436	99.43%	\$ 1,669	\$ 1,669	\$ 767	45.94%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 112,289	\$ 111,718	99.49%	\$ 136,650	\$ 136,650	\$ (24,932)	-18.25%
Medicare Reimbursements	\$ 17,520	\$ 17,159	97.94%	\$ -	\$ -	\$ 17,159	#DIV/0!
Compensated Absences	\$ 500	\$ 649	129.85%	\$ 139	\$ 139	\$ 510	367.24%

CITY OF WATERTOWN
FY 2010/11 FINANCIAL REPORT (UNAUDITED)
THROUGH THE FISCAL YEAR ENDED JUNE 30, 2011

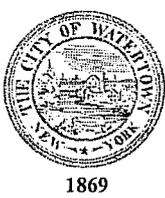
	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (June = 100%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
Other Employee Benefits	\$ 515	\$ 339	65.88%	\$ -	\$ -	\$ 339	#DIV/0!
Serial Bonds - Principal	\$ 51,084	\$ 53,075	103.90%	\$ 51,084	\$ 51,084	\$ 1,991	3.90%
Serial Bonds - Interest	\$ 18,337	\$ 17,706	96.56%	\$ 20,528	\$ 20,528	\$ (2,822)	-13.75%
Bond Anticipation Notes - Principal	\$ 2,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Principal	\$ 18,750	\$ 18,608	99.24%	\$ 18,304	\$ 18,304	\$ 304	1.66%
NYPA Interest	\$ 250	\$ 174	69.65%	\$ 633	\$ 633	\$ (459)	-72.50%
Transfer to Capital	\$ 109,575	\$ -	0.00%	\$ 1,065	\$ 1,065	\$ (1,065)	-100.00%
TOTAL	\$ 1,173,602	\$ 1,036,583	88.32%	\$ 1,053,916	\$ 1,053,916	\$ (17,333)	-1.64%

Self-Insurance Fund Revenues

Shared Service Charges	\$ 6,532,621	\$ 6,501,539	99.52%	\$ 6,922,797	\$ 6,922,797	\$ (421,258)	-6.09%
Interest and Earnings	\$ 10,000	\$ 10,182	101.82%	\$ 10,878	\$ 10,878	\$ (696)	-6.39%
Insurance Recoveries	\$ 200,000	\$ 410,727	205.36%	\$ 471,529	\$ 471,529	\$ (60,802)	-12.89%
Medicare Part D reimbursement	\$ 180,000	\$ 184,871	102.71%	\$ 191,504	\$ 191,504	\$ (6,633)	-3.46%
Employee Contributions	\$ 572,315	\$ 558,538	97.59%	\$ 575,840	\$ 575,840	\$ (17,302)	-3.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Prescription Reimbursements	\$ 65,000	\$ 99,766	153.49%	\$ 153,585	\$ 153,585	\$ (53,819)	-35.04%
Federal Early Retiree Reinsurance Program	\$ -	\$ 300,952	0.00%	\$ -	\$ -	\$ 300,952	#DIV/0!
Total Revenue	\$ 7,559,936	\$ 8,066,575	106.70%	\$ 8,326,132	\$ 8,326,132	\$ (259,558)	-3.12%
Appropriated Fund Balance	\$ 290,000	\$ 235,210	81.11%	\$ -	\$ -	\$ 235,210	#DIV/0!
Revenue and Fund Balance	\$ 7,849,936	\$ 8,184,727	104.26%	\$ 8,326,132	\$ 8,326,132	\$ (141,405)	-1.70%

Self-Insurance Fund Expenditures

Administration	\$ 632,833	\$ 612,541	96.79%	\$ 572,569	\$ 572,569	\$ 39,972	6.98%
Medical Claims	\$ 4,664,073	\$ 5,156,764	110.56%	\$ 4,614,445	\$ 4,614,445	\$ 542,319	11.75%
Pharmacy Claims	\$ 2,553,030	\$ 2,415,422	94.61%	\$ 2,344,772	\$ 2,344,772	\$ 70,650	3.01%
TOTAL	\$ 7,849,936	\$ 8,184,727	104.26%	\$ 7,531,785	\$ 7,531,785	\$ 652,942	8.67%



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

November 16, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Stone Street and Meadow Street Intersection Report

This memorandum provides a summary of the findings of the evaluation of the Stone Street and Meadow Street intersection for a traffic signal.

Traffic count and turning movement data was collected for the site as well as a review of the accident history for the last twelve months for the intersection.

This information was analyzed using our Synchro Traffic software to see if the warrants were met for a traffic signal or an all-way stop.

This intersection does not meet any of the required warrants.

It became apparent during the data gathering phases that the difficulties observed at this intersection are a result of traffic trying to avoid the difficulties of encountered at the Arsenal/Meadow and Arsenal/Massey signalized intersections.

The Engineering Department will schedule data gathering and analysis of these intersections during the 2012 construction season.

Cc: File

Warrants Summary Report

3: Meadow St & Stone St

Intersection Information:

	Major Street	Minor Street
Street Name	Meadow St	Meadow St
Direction	WB/SB	EB/NB
Number of Lanes	1	1
Approach Speed	30	30

Warrant	Met?	Notes
Warrant 1, Eight-Hour Vehicular Volume		
	No	
Condition A or B Met?	No	2 Hours met (8 required)
Condition A and B Met?	No	3 Hours met (8 required)
Warrant 2, Four-Hour Vehicular Volume		
	No	1 Hours met (4 required)
Warrant 3, Peak Hour		
	No	
Condition A Met?	No	0 Hours met (1 required)
Condition B Met?	No	0 Hours met (1 required)
Warrant 7, Crash Experience		
	No	
Traffic Volume Condition?	No	0 Hours met (8 required)
Ped Condition?	Yes	8 Hours met (8 required)

Warrants Summary Report

3: Meadow St & Stone St

Intersection Information:

	Major Street	Minor Street
Street Name	Meadow St	Meadow St
Direction	WB/SB	EB/NB
Number of Lanes	1	1
Approach Speed	30	30

Warrant	Met?	Notes
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Warrant 8, Roadway Network

No

AWSC Warrant, Multiway Stop Application

No

Condition A Met?

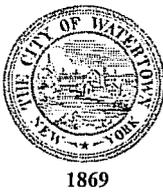
No

Condition B Met?

No

Condition C Met?

No



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

16 November 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Aviary Reconstruction Revised Scope and Budget

Enclosed is the revised building concept plan and pre-design budget estimate for the Aviary Reconstruction Project for City Council review.

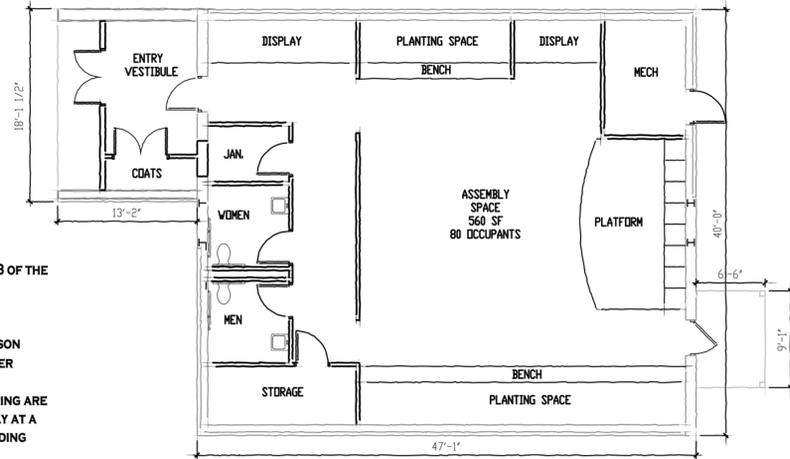
It incorporates many of the changes discussed by Council at the work session.

If this concept is approved, Bernier Carr & Associates (BCA) will move forward with the design process. Representatives from BCA will be in attendance at the City Council meeting to discuss the new concept plan with the Council.

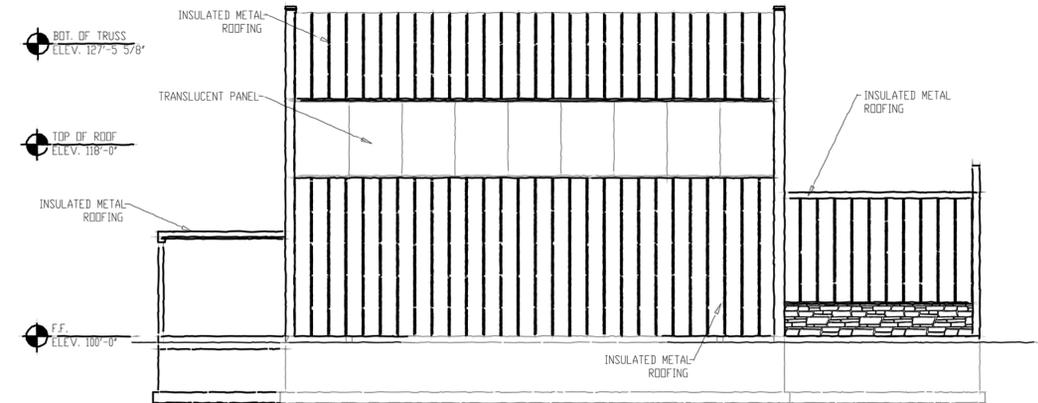
CITY OF WATERTOWN - AVIARY RECONSTRUCTION

OPTION 1 - ADDITION AND RECONSTRUCTION OF EXISTING BUILDING

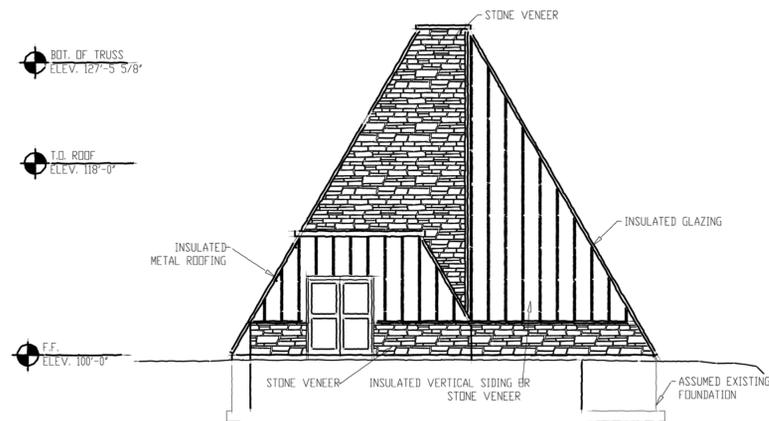
CODE COMPLIANCE INFORMATION:
 *OCCUPANCY: A-3 ASSEMBLY SPACE PER SECTION 303 OF THE 2010 BUILDING CODE.
 *MAXIMUM REQUESTED OCCUPANCY 80 PEOPLE.
 *ASSEMBLY SPACE WITHOUT FIXED SEATS -
 - CONCENTRATED USE (CHAIRS ONLY): 7 SF PER PERSON
 - UNCONCENTRATED USE (TABLES & CHAIRS): 15 SF PER PERSON
 - STANDING SPACE: 5 SF PER PERSON (NOTE GATHERING ARE WOULD BE REQUIRED TO BE REDUCED TO 450 SF TO STAY AT A MAXIMUM OF 80 PEOPLE. WITH CURRENT DESIGN STANDING SPACE WOULD EQUAL AN OCCUPANCY OF 112 PEOPLE THEREFORE REQUIRING A SPRINKLER SYSTEM.)



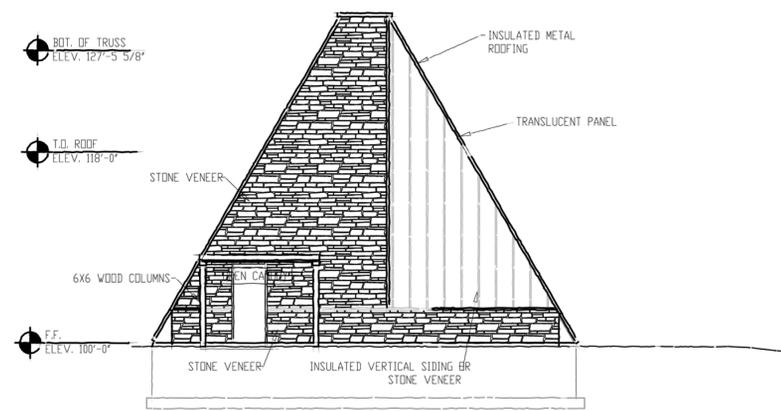
FLOOR PLAN



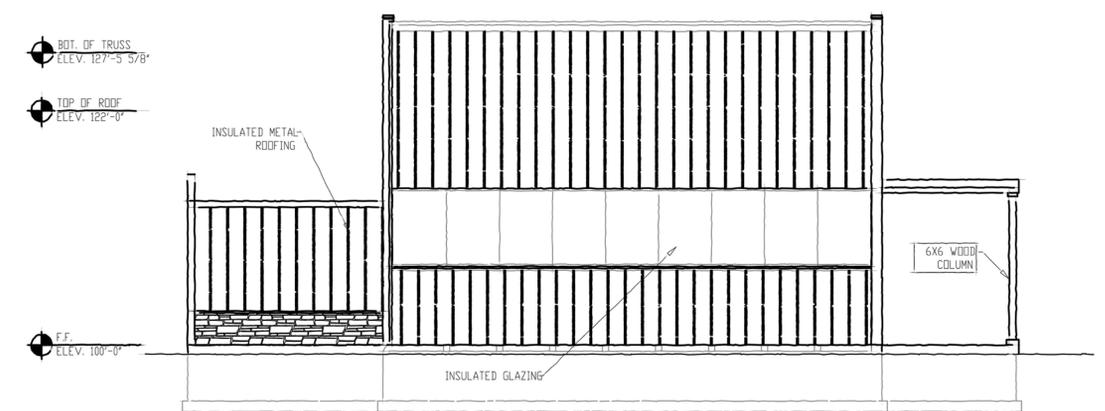
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

City of Watertown
Aviary Reconstruction - BC & A Project No. 2011-045

Preliminary Opinion of Probable Construction Cost

November 16, 2011

<i>Description</i>	<i>Unit</i>	<i>Cost</i>	<i>Total</i>	<i>Remarks</i>
A. Reconstruction of Existing Structure				
1. Asbestos abatement, lead hazard control, PCBs (allowance)	1	\$ 10,000.00	\$ 10,000	Owner to provide HazMat survey.
2. Demolition of existing slab	35 cy	\$ 65.00 /cy	\$ 2,275	
3. Demolition of end walls	1,200 sf	\$ 5.00 /sf	\$ 6,000	
4. Concrete footings, foundations & slabs	45 cy	\$ 200.00 /cy	\$ 9,000	
5. Back fill	54 cy	\$ 70.00 /cy	\$ 3,780	
6. Concrete block end walls	1,200 sf	\$ 20.00 /sf	\$ 24,000	
7. Structural steel modifications	1.5	\$ 2,500.00 /sf	\$ 3,750	
8. Exterior veneer	1,200 sf	\$ 10.00 /sf	\$ 12,000	
9. Roof deck and roof finish	2,376 sf	\$ 30.00 /lf	\$ 71,280	
10. Glazing/Kalwal	300 sf	\$ 77.50 sf	\$ 23,250	
11. Miscellaneous architectural walls, doors, wood work and trim, etc	750 sf	\$ 50.00 /sf	\$ 37,500	
12. Raised flooring system including floor finish and ventilation grilles	1,692 sf	/sf	\$ -	Deleted - Mechanical systems will be run over head
13. Miscellaneous electrical allowance	2,162 sf	\$ 16.80 /sf	\$ 36,322	Including day light harvesting, data, phone, security.
14. Electrical MDP allowance	1 ea	\$ 25,000.00 /ea	\$ 25,000	
15. Miscellaneous mechanical & plumbing (allowance)	2,162 sf	\$ 35.00 /sf	\$ 75,670	
17. Site restoration (allowance)	1 ea	\$ 7,500.00	\$ 7,500	
Total Reconstruction			\$ 339,827	
B. Alternative Energy Systems				
18. Photovoltaic array	3 Kw	\$ 10,000.00 /Kw	\$ 30,000	There is a potential for rebate. Past experience has been approximately 40% rebate on the initial installation cost.
Total Alternative Energy Systems			\$ 30,000	
<i>Subtotal Construction A & B</i>			\$ 369,827	
<i>Escalation (1 year)</i>			\$ 12,944	
Subtotal Construction			\$ 382,771	
<i>A/E Design Services</i>			\$ 42,755	
<i>Anticipated Bond Cost</i>			\$ 10,638	Percentage provided by City Engineer if project is bonded
<i>Construction Inspection</i>			\$ 38,277	Percentage provided by City Engineer
<i>Project Contingency</i>			\$ 47,444	
Total Building Addition Cost			\$ 487,385	

(1) Incidentals include legal, administration, A/E design fees and insurance.

(2) This Preliminary Opinion of Probable Construction Cost has been prepared on the basis of Bernier, Carr & Associates' experience and represents our judgment as design professionals within the construction industry. Bernier, Carr & Associates, nor the City of Watertown has no control over the cost of labor, materials, equipment or the contractor's method of determining prices or the competitive bidding market. Bernier, Carr & Associates cannot guarantee that the actual bids or the construction cost will not vary from this Preliminary Opinion of Probable Construction cost.

	MEMORANDUM Dept. Public Works	E.P. Hayes
		Superintendent
		Date: 11-15-11
		Ref: PW 054-11
To:	Mary Corriveau, City Manager	
Subject:	2011 Autumn Cleanup Program	

The City offered an autumn, residential, bulk item drop-off collection program on Saturday, October 22nd. Working under the same guidelines as last year's Spring and Autumn Cleanup programs this was a one-day event utilizing a single drop-off location at the City's Municipal Arena parking lot. Also participating in this year's event was a Household Hazardous Waste Collection Program sponsored by the Development Authority of the North Country and open to all residents of Jefferson, Lewis and St. Lawrence Counties and an Electronics Drop Off Program sponsored by Jefferson County and open to all residents of Jefferson County. Both of these programs were free to the residents of the respective counties.

A total of 164 residents took advantage of this opportunity to dispose of unwanted household items, filling nine, 30-yard containers. In addition to the 28.61 tons of material taken to the landfill, approximately 3 tons of white goods and other recyclable metals were accepted free of charge. Also collected were 36 pallets of electronics by Jefferson County and a total of 211 vehicles participated in the Household Hazardous Waste program.

The net cost of this program was approximately \$3,820.00 as compared to \$3,917.00 spent in the Spring Cleanup while the actual gross costs increased from \$239.00 to \$258.00 per ton.

Utilizing the predetermined fee structure based upon the size and type of vehicle used to transport the bulk items to the drop-off site, the average cost to the customer was \$107.00 per ton as compared to the \$120.00 per ton tipping fee charged at the Jefferson County Transfer Station. Hence we were able to offer the residents the opportunity to dispose of their unwanted accumulation of bulk items and at the same time provide a 10 percent savings on disposal fees.

The comparative statistics for the 2008, 2009 and 2010 Autumn

Bulk Item Drop-Off Programs are as follows:

ITEM	AUTUMN 2008	AUTUMN 2009	AUTUMN 2010	AUTUMN 2011
CUSTOMERS	103	137	161	164
TONS	21	30	27	29
WHITE GOODS	4	5.6	2.2	3.0
CONTAINERS	7	8	8	9
DISPOSAL FEES	\$896.28	\$1,465.10	\$1,487.04	\$1,560.48
CONTAINER FEES	\$1,210.00	\$1,160.00	\$1,160.00	\$1,350.00
COUNTY SERVICE FEE			\$500.00	\$500.00
CITY PERSONNEL	\$1,503.00	\$2,050.95	\$2,313.00	\$2,204.79
ADVERTISING	\$1,530.00	\$1,530.00	\$1,554.00	\$1,777.00
GROSS PROGRAM COSTS	\$5,199.00	\$6,206.05	\$7,014.04	\$7,392.27
FEES COLLECTED	\$2,010.00	\$2,790.00	\$2,760.00	\$3,115.00
SALE OF SCRAP METAL				\$457.50
TOTAL PROGRAM INCOME				\$3,572.5
NET PROGRAM COSTS	\$3,189.00	\$3,416.05	\$3,754.00	\$3,820.00
CUSTOMER FEE/TON	\$94.00	\$93.00	\$103.00	\$109.00
PROGRAM COST/TON	\$244.00	\$208.00	\$243.00	\$258.00

The program continues to be popular with this year's customer numbers being consistent with the historic average for this seasonal event.

In the 2011/2012 Adopted Budget for the City of Watertown a total of \$10,000 is line itemed for the bi-annual hosting of this event. As such it is my recommendation, as Superintendent of Public Works, that the spring bulk item drop-off collection program be scheduled for 12 May 2012 which is the only open Saturday preceding the Memorial Day long weekend.

Should you have any questions concerning this report, please do not hesitate to contact me at your convenience.

Gene

cc: James Mills, City Comptroller
Peter Monaco, Assistant Superintendent of Public Works
John VanBrocklin, Superintendent of Parks & Recreation
DPW files:
 Bulk Item Drop Off Collection, Autumn 2011
 Bulk Item Drop Off Collection, Spring 2012



**BUREAU OF CODE ENFORCEMENT
CITY OF WATERTOWN**

DATE: November 16, 2011
TO: Mary M. Corriveau, City Manager
FROM: Shawn R. McWayne, Code Enforcement Supervisor 
SUBJECT: 138 Court Street – Roof Drainage System

The roof drainage system at this address is in very poor condition and has leaked for years. Bob Derouin has been in the building to look the system over and to give me some idea as the cost of the repairs. The cost of a project like this is a best guess estimate due to many unknown factors that may surface once the work begins. Best guess estimate of \$2500 to start out; as stated previously, the unknown could escalate the cost upon start up.

A more accurate cost estimate can be done if you base it on replacing the entire roof drainage system. If you would that cost I can hire Mr. Derouin to prepare an estimate for that as well.

If you have any questions, please contact me.

PROPOSAL

Phone 782-6670

JOB NAME / NO.

RE: Berow & Monroe Bldg

JOB LOCATION 138 Court St, Watn, NY

Roof Drain Repairs

ARCHITECT

DATE OF PLANS

Submitted City of Watertown
To Owner:

Code Enforcement

245 Washington Street

Watertown, New York 13601

ATT: Shawn McWayne

PHONE

DATE

11-17-11

Schedule for Completion of Work:

APPROXIMATE STARTING DATE _____

APPROXIMATE COMPLETION DATE _____

THE CONTRACTOR AND OWNER HAVE DETERMINED THAT A DEFINITE COMPLETION DATE:

IS OF THE ESSENCE

IS NOT OF THE ESSENCE

We hereby submit specifications for: work described below:

Price includes:

1. Inspect the four (4) existing roof drains to locate & repair leaks on the rain leader piping on the second floor
2. Open wall cavaties as necessary for temporary pipe repairs
3. Seal roof drain bodies at roof line
4. License & Insurance

If you have any questions, please feel free to contact me.

Thank you for the opportunity to quote.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Two Thousand Four Hundred Thirty-Six & 00/100-----dollars (\$ 2436.00).

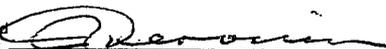
Payment Schedule: Net 30

All advanced funds will be deposited in an escrow account at _____

Bank.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal I have read both sides of this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____

Signature _____

Date _____