

CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, August 15, 2022
7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, August 15, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Approving Inter-Municipal Agreement Relative to Commercial Driver's License Training with Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES
- Resolution No. 2 - Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 3 - Appointment of Commissioner of Deeds
- Resolution No. 4 - Approving Amendment to the City of Watertown Procurement Policy
- Resolution No. 5 - Approving Change Order No. 1 for the CDBG Thompson Park ADA Ramp Replacement Project, Concrete Slipform, Inc.
- Resolution No. 6 - Approving Franchise Agreement Between the City of Watertown and The Wolves Den, LLC

- Resolution No. 7 - Nominating to Community Action Planning Council of Jefferson County, Inc., Stanley Zaremba
- Resolution No. 8 - Approving Professional Services Agreement Supplement #3 for ROW Incidentals and Acquisition Services for the Massey St., Coffeen St., Court St. Bridge Rehabilitation Project. PIN 775362, Fisher Associates
- Resolution No. 9 - Approving Professional Services Agreement Supplement #4 to provide the Construction Inspection and Management Services for the Massey St., Coffeen St., Court St. Bridge Rehabilitation Project. PIN 775362, Fisher Associates
- Resolution No. 10 - Accepting Bid for Huntington St. Retaining Wall Project from Heritage Masonry Restoration, Inc.
- Resolution No. 11 - Approving the Site Plan for the Construction of a 256 sq. ft. cooler addition, a 34 sq. ft Pre-pay window and a second Drive-thru Lane at 945 Arsenal Street, Parcel Number 9-11-138.000
- Resolution No. 12 - Approving Change Order No. 1, for the Hydro Plant Upper Safety Rack Replacement Project, DC Building Systems, Inc.
- Resolution No. 13 - Accepting Bid for WTP COAG Generator Replacement, John R. Dudley Construction, Inc

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report (CAPER)
2. Restore NY Grant Program Applications

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, September 12, 2022, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY,
SEPTEMBER 6, 2022**

Res No. 1

August 8, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Inter-Municipal Agreement Relative to Commercial Driver's License Training with Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES

The Federal Motor Carrier Safety Act requires that anyone wishing to obtain a Commercial Driver's License (CDL) must first pass an Entry Level Driver Training (ELDT) course. Many of the of the positions in the Department of Public Works and Water Department require the employee to have a Class B CDL.

Jefferson, Lewis Hamilton, Herkimer, Oneida BOCES has set up an ELDT course for Class B licenses. The cost of the course will be \$5,220 per participant. Allocations were included in this fiscal year's budget in anticipation of this cost. An Inter-Municipal Agreement with BOCES has been prepared.

A resolution approving the Inter-Municipal Agreement with BOCES is attached for City Council consideration.

RESOLUTION

Page 1 of 2

Approving Inter-Municipal Agreement
Relative to Commercial Driver’s
License Training with Jefferson, Lewis,
Hamilton, Herkimer, Oneida BOCES

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

Introduced by

WHEREAS Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law; and

WHEREAS City of Watertown is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York; and

WHEREAS New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS BOCES, as part of its educational mission offers Entry Level Driver Training Instruction pursuant to the Federal Motor Carrier Safety Act (“FMSCA”) which prepares trainees to seek a Commercial Driver’s License (“CDL”) from the New York State Department of Motor Vehicles (“DMV”); and

WHEREAS City desires to have individuals in its employ participate in BOCES program of Entry Level Driver Training; and

WHEREAS BOCES is willing to accept City’s designees into its Entry Level Driver Training, subject to the terms and conditions set forth below and City’s agreement to abide by the same; and

WHEREAS an Inter-Municipal Agreement with BOCES to provide its Entry Level Driver Training has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Inter-Municipal Agreement relative to Entry Level Commercial Driver’s License Training with Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES, a copy of which is attached and made part of this resolution, and

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

Memorandum of Inter-Municipal Agreement

Between

Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES

and

CITY OF WATERTOWN

This Agreement, dated August ____, 2022 by and between Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES, (hereinafter “BOCES”), with offices at 20104 State Route 3, Watertown, New York 13601, and City of Watertown (hereinafter “City”), with offices at 245 Washington Street, Watertown, New York 13601, (together, the “Parties”).

RECITALS

Whereas, BOCES is a duly constituted Board of Cooperative Educational Services formed pursuant to the provisions of Article 40 of the New York State Education Law; and

Whereas, City is a municipal corporation formed pursuant to the laws and the Constitution of the State of New York; and

Whereas, New York State General Municipal Law, Article 5-G (§§119-m through 119-oo) authorizes the Parties to each enter into an inter-municipal cooperation agreement (“ICA”) to carry out any function or responsibility each has authority to undertake alone; and

Whereas, BOCES, as part of its educational mission offers Entry Level Driver Training Instruction pursuant to the Federal Motor Carrier Safety Act (“FMSCA”) which prepares trainees to seek a Commercial Driver’s License (“CDL”) from the New York State Department of Motor Vehicles (“DMV”); and

Whereas, City desires to have individuals in its employ participate in BOCES program of Entry Level Driver Training; and

Whereas, BOCES is willing to accept City’s designees into its Entry Level Driver Training, subject to the terms and conditions set forth below and City’s agreement to abide by the same.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and other good and valuable consideration, receipt of which is hereby mutually acknowledged, it is agreed as follows.

COVENANTS

1. Term and Termination.

This agreement shall be for one school year, 2022-2023, and may be renewed, in writing, for successive one year terms at a mutually agreed upon reimbursement rate for services for the successive years.

Both Parties reserve the right to terminate this Agreement upon providing sixty (60) days written notice to the other.

2. Course Description.

In the 2022 – 2023 school year (July 1, 2022 to June 30, 2023) the Entry Level Driver Training Instruction is made up of three components together with an option to use the BOCES Class B vehicle for the DMV road test as follows:

- Component #1 – Theory Course:
 - 24/7 online access from a personal computer for one-year from start date.
 - Personal Computer or Computer Lab, BOCES Transportation Office (days/times limited).

- Component #2 – Behind the Wheel Range Course:
 - 20-hour instructor-driver course.
 - BOCES Campus, Watertown.
- Component #3– Behind the Wheel Public Road Course:
 - 10-hour instructor-driver course.
 - Driver training public road course is conducted on local public roadways in the vicinity of BOCES Campus, Watertown.
- Option for DMV Road Test
 - Instructor facilitated use of BOCES Class B vehicle for the DMV Road Test in either Jefferson or Lewis County.

Enrollment capacity is determined by instructor availability. The driver training components for behind the wheel training (BTW) are based on a one student to one instructor ratio. The BTW courses are offered according to BOCES academic calendar with limited Saturday availability.

3. **BOCES Responsibilities.**

- BOCES will hire and supervise staff possessing the qualifications to provide professional services as a *driver training instructor*, in accordance with the FMCSA and New York State standards, for a Class B driver training program to be held at BOCES Watertown campus.
- BOCES, through its selected instructor, will be responsible for the Entry Level Driver Training curriculum as approved by FMCSA.
- BOCES will provide a Class B vehicle with manual transmission and driver training range course on JLB property for Component # 2 referenced above.
- BOCES will provide a Class B vehicle with manual transmission for use on local NYS public roadways in the vicinity of BOCES for Component # 3 referenced above.
- BOCES, through its selected instructor, will evaluate the various skill and knowledge proficiency competencies required by course curriculum in order to grade the course as a pass or fail.
- BOCES will update the FMCSA Training Registry in the event the driver trainee achieved a passing grade, and is deemed to have successfully completed the component.

4. **City Responsibilities.**

- City will refer only qualified driver trainees who possess a DMV learner’s permit appropriate for a Class B CDL, NYS DOT Medical Examiner's Certificate, NYS DOT Drug Screen, and confirmed enrollment in FMCSA Drug & Alcohol Clearinghouse.
- City will ensure driver trainee compliance to program policies and procedures.
- City acknowledges that entry into this Agreement does not guarantee a space in any specific component of the program, enrollment being on a “first come, first served” basis.
- City acknowledges that participation in the course by a trainee does not guarantee acquiring the skill and knowledge proficiency competencies required in order to achieve a grade of pass in the course.
- City will in consideration of the services provided, compensate BOCES according to the fee schedule annexed to this Agreement at “Addendum A”.

5. **Fees, Participation, Withdrawal and Cancellation.**

- **Fee Policy.** Tuition and fees are specific to one driver trainee. No substitutions are permitted for the original driver trainee who may not complete a course. Tuition costs may fluctuate based on changes in market pricing and costs of personnel, supplies, and required equipment. City will be noticed of fluctuations and thereafter invoiced respective to tuition adjustments.

- Refresher Course Policy. If a driver trainee fails to achieve a competency in Component #2 or Component #3, the driver trainee has the option to enroll in a Refresher Course. Referral to the Refresher Course is based on instructor evaluation and driver trainee ability. The City will be invoiced at an hourly rate, respectively. If a driver trainee fails the NYS DMV Road Test, the driver trainee has the option to enroll in a Refresher Course. The City will be invoiced at an hourly rate, respectively.
- Cancellation Policy: If City cancels a course registration for a driver trainee, City must notify the BOCES in writing at least 5 days prior to the start date of the course. If written notification is not received City will be invoiced for the course component.
- Withdrawal Policy: If a driver trainee withdraws, or incurs absences that prohibit the attainment of the skill and knowledge proficiency competencies required to achieve a passing grade in the Entry Level Driver Training course, City will still be required to pay invoiced charges as set forth in Addendum A.

6. Miscellaneous.

- The Parties hereby acknowledge that this Agreement has been properly authorized pursuant to the process and procedure established by their respective governing boards.
- This Agreement represents the entire agreement of the Parties and may not be modified, changed, altered or extended except in writing duly signed and acknowledged by the Parties.
- This Agreement shall be interpreted by and in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have affixed their respective signatures below.

Jefferson, Lewis, Hamilton, Herkimer, Oneida BOCES:

By: Stephen J. Todd, District Superintendent

Date

City of Watertown:

By: Kenneth A. Mix, City Manager

Date

Addendum A

Component #1: Theory Course

Tuition	\$210 ** (one-year from start date)
Total	\$210

** Use of BOCES Computer Lab, Transportation Office - \$150 additional

Component #2: Behind the Wheel Range Course

Tuition	\$3,829
Total	\$3,829

Component #3: Behind the Wheel Public Road Course

Tuition	\$771
Total	\$771

Option for NYS DMV Road Test

Tuition	\$410
Total	\$410

Option for Refresher Course

Tuition, hourly rate	\$175
Total	\$175 per hour

Res No. 2

August 8, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc.

The City Council appropriated \$100,000 in the Fiscal Year 2022-23 Budget for Thompson Park Conservancy, Inc. to assist with the operation of the Zoo at Thompson Park.

In order to transfer the funds to the Conservancy, an Agreement for Public Benefit Services has been prepared. A copy of the agreement is attached for your review.

A Resolution approving the Agreement for Public Benefit Services between the City of Watertown and the Thompson Park Conservancy, Inc. has also been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit Services
Between the City of Watertown and the
Thompson Park Conservancy, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

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

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

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

WHEREAS the City Council has determined that it is in the best interest of the taxpayers of the City of Watertown to provide direct support to the Thompson Park Conservancy to assist with operations as detailed in the attached Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and the Thompson Park Conservancy, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

CITY OF WATERTOWN, NEW YORK

and

THOMPSON PARK CONSERVANCY, INC.

This Agreement made this ____ day of August, 2022, by and between the City of Watertown, New York (the “City”) and Thompson Park Conservancy, Inc. (“the Conservancy”).

PREAMBLE

WHEREAS the City owns a public park known as John C. Thompson Park located in the City of Watertown; and

WHEREAS the Conservancy currently leases certain premises located in Thompson Park for its operation of “Zoo New York,” pursuant to a lease agreement between the parties effective July 1, 2020; and

WHEREAS the City provides both financial and in-kind services in support of the Conservancy’s operations including, but not limited to, leasehold concessions which benefit City-owned buildings within the leased premises and maintenance of those buildings as being City property; and maintenance of grounds which the City would otherwise maintain but for the Conservancy’s Lease; and

WHEREAS the Conservancy has evidenced a long-standing commitment to the promotion of education, amusement, and recreation of the citizens of the City and has many programs dedicated to the overall public good; and

WHEREAS the work of the Conservancy serves the public and/or municipal purposes set forth at Sections 20 and 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City; and

WHEREAS the City desires to enter into an agreement with the Conservancy to provide those services which fall within the ambit of General City Law Sections 20 and 21 in furtherance of the City’s “public or municipal purposes;”

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements contained herein, hereby mutually agree as follows:

AGREEMENT

Article I DESCRIPTION OF SERVICES. The Conservancy will continue to provide services which advance the public or municipal purposes of promoting education, amusement and recreation for the citizens of the City. Those services include the maintenance of equipment which promotes the health of the animals in the zoo; the recruiting of volunteers for guiding tours and public education; the maintenance of specific exhibits which enlighten the public and promote the public's amusement and recreation, all of which are deserving of public support to the end of assisting the City in meeting its responsibilities and authority under Sections 20 and 21 of the General City Law. The services also include repair and maintenance of structures included within the lease and publicity expenses authorized by Section 13 of the General City Law.

Article II ELIGIBLE ACTIVITIES. Eligible activities of the Conservancy which shall be considered reimbursable by the City as promoting a public purpose involve the following:

- a. Salaries for public education;
- b. Recruiting and training of volunteers;
- c. Operating expenses of zookeepers' space and equipment;
- d. Educational support for animal handlers and safety training for zoo staff;
- e. Maintenance of particular animal holding areas such that the animals will be contained in a safe and comfortable environment;
- f. The provision of electrical power and water to various exhibits and holding areas of the zoo;
- g. Repair and maintenance of structures; and
- h. Promotion and marketing of the zoo.

Article III INELIGIBLE ACTIVITIES. Activities of the Thompson Park Conservancy which shall be ineligible for reimbursement include, but are not limited to, animal acquisition, animal feeding, salaries (except for public education), insurance, interest, purchases of equipment which is not directly related to the care of animals or the education of the public, or program activities solely directed toward or restricted to organizational membership or fundraising.

Article IV TERM OF THIS AGREEMENT. The term of this Agreement shall be from July 1, 2022 through June 30, 2023.

Article V MANNER OF PAYMENT.

- a. The City agrees to provide One-Hundred Thousand Dollars (\$100,000.00) to the Thompson Park Conservancy for the term specified above.
- b. Payment shall be made by the City Comptroller. The annual payment will be made on or after July 1, 2022. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and an invoice requesting the funds.

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

Article VII ANNUAL REPORT. The Conservancy will provide the City of Watertown with a copy of its annual audited financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by the Conservancy pursuant to this Agreement, inclusive of a detail of expenditures made for eligible activities, to the citizens of Watertown.

Article VIII TERMINATION OF AGREEMENT. This Agreement may be terminated by either party, at any time, by the delivery to the other party of a written notice of termination of the Agreement, stating in good faith and for good and valid reasons why such party is unable to comply with and carry out the terms and substantive obligations of the Agreement in a meaningful manner. In the event of such termination, the City and the Conservancy shall perform such services and pay such monies as are necessary to carry out their respective obligations under the Agreement up to the date of termination of the Agreement. Any notice shall be delivered in person or by first class mail, return receipt requested, as the address of such party as hereinafter set out.

Article IX EXTENT OF AGREEMENT. This Agreement represents the entire Agreement between the City and the Conservancy. This Agreement may be amended only by written instrument signed by both parties and such amendment shall be attached to this Agreement.

Article X NOTICES. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date mailed, if sent by certified mail, return receipt requested or delivered in person to:

CITY:

City Manager
City of Watertown
245 Washington Street
Suite 302
Watertown, New York 13601

THOMPSON PARK CONSERVANCY, INC.:

Executive Director
Thompson Park Conservancy, Inc.
1 Thompson Park
Watertown, New York 13601

A party may change the address to which notices are to be sent by written notice actually received by the other party.

IN WITNESS WHEREOF, the City of Watertown and Thompson Park Conservancy, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

City of Watertown

Thompson Park Conservancy, Inc.

By: Kenneth A. Mix, City Manager

By: Lawrence J. Sorel, Executive Director/CEO

Res No. 3

August 8, 2022

To: The Honorable Mayor and City Council
From: Ann M. Saunders, City Clerk
Subject: Commissioner of Deeds

The City Clerk's Office has received an additional application for Commissioner of Deeds Appointment. Attached for City Council consideration is a resolution appointing this individual as Commissioner of Deeds for the City of Watertown for the remaining two-year term ending December 31, 2022.

RESOLUTION

Page 1 of 1

Appointment of Commissioner of Deeds

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS Commissioner of Deeds in the cities of this state shall be appointed by the common councils of such cities, and

WHEREAS Commissioner of Deeds shall hold the term of two years, and

WHEREAS any person who resides in or maintains an office or other place of business in any such city and who resides in the county in which said city is situated shall be eligible to appointment,

NOW THEREFORE BE IT RESOLVED that the following individual is hereby appointed Commissioner of Deeds for the term expiring December 31, 2022.

Non-City Employee
Dale A. Blanding

Seconded by _____

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
SUBJECT: Approving Amendment to the City of Watertown Procurement Policy

General Municipal Law §104-b(2)(f) states that the City's Procurement Policy must identify the individual responsible for purchasing. As such, the City's Procurement Policy must be revised to identify Tina Bartlett-Bearup as the City's Purchasing Manager.

The Purchasing Manager has also recommended some minor changes to the quotation thresholds. They are highlighted on page 3 of the attached policy. The lowest threshold for purchases is increased to \$1,500 from \$500. The second threshold will require written quotations rather than verbal. The lowest threshold for rental/lease of equipment has been increased to \$5,000 from \$1,000. These changes will make our thresholds more uniform with the County and JCC and create better efficiencies overall.

A resolution has been prepared for Council's approval which adopts the revised Procurement Policy.

RESOLUTION

Page 1 of 1

Approving Amendment to the City of Watertown Procurement Policy

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS Tina Bartlett-Bearup was duly appointed to the position of Purchasing Manager for the City of Watertown, and

WHEREAS pursuant to General Municipal Law §104-b(2)(f), the City’s Procurement Policy must identify the individual responsible for purchasing, and

WHEREAS the City Council desires to revise the quotation thresholds for certain purchases and leasing of equipment, and

WHEREAS the City’s Procurement Policy has been established and adopted by the City Council, and

WHEREAS based on General Municipal Law and the desire to revise certain quotation thresholds, an amended City’s Purchasing Policy has been drafted, a copy of which is attached and part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby identifies Tina Bartlett-Bearup as the Purchasing Manager pursuant to General Municipal Law §104-b(2)(f), and that the City’s Procurement Policy and all other policies shall reflect that Tina Bartlett-Bearup serves in the capacity of the official Purchasing Manager, and

BE IT FURTHER RESOLVED that the amended Purchasing Policy is hereby approved.

Seconded by _____

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

Purchasing Ethics

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct will apply:

1. To consider first the interests of the local government and the betterment of its government.
2. To obtain the greatest value for every dollar spent.
3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.
4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.
5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.
6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.
7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.
8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.
9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.
10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.
11. To seek or dispense no personal favors.

Competitive Bidding

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts under \$20,000. and public works contracts under \$35,000.; emergency purchases; goods purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over \$20,000 and public works contracts over \$35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

4.) The Purchasing Manager shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Manager shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Manager's action to the City Manager for final ruling.

5.) Purchasing Manager **Tina Bartlett-Bearup** shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase

Method Required

\$ 1 - \$ 1,500
\$ 1,501 - \$ 5,000
 \$ 5,001 - \$20,000
 \$20,001 – over

No quotations required
 Two (2) written quotations required
 Three (3) written quotations required
 Sealed bid required

Estimated Amount of Public Works Contract

Method Required

\$ 1 - \$ 2,500
 \$2,501 - \$10,000
 \$10,001 - \$25,000
 \$25,001 - \$35,000
 \$35,001 – over

No quotation required
 Two (2) written quotations required
 Three (3) written quotations required
 Four (4) written quotations required
 Sealed bid required

Estimated Amount of Rental/Lease Equipment

Method Required

\$1 - **\$5,000**
 \$5,001 and above

No quotation required
 Two (2) written quotations required

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

6.) Documentation is required of each action taken in connection with each purchase.

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

8.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

- a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and

moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

- b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This section does not preclude alternate proposals if time permits.
- c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.
- d. Goods and services under \$1,500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be bases on favoritism.

9.) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources and encouraging these businesses to compete for contracts to be awarded.

10.) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

10.) This policy shall go into effect upon approval by the City Council and will be reviewed annually by staff to determine if updates or changes should be made.

Return of Goods

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the following information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

Purchase Requisition

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written/electronic format. *All requisitions shall be authorized by the department head prior to submission to the purchasing department* in order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

The Purchase Order

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number (if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).
2. Comprehensive, fair solicitation process.
3. Fair and equitable negotiation process.
4. Fair review/evaluation or rating process.

Credit Card Use

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships, subscriptions and limited purchases. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

Protest Procedure

A protest concerning the specifications or the bid procedure must be made in writing. This written protest must be received by the Purchasing Manager, City of Watertown, 245 Washington Street, Room 205, Watertown, New York 13601, no later than 72 hours prior to bid opening. If a protest is received that cannot be resolved by the designated time for bid opening, the City of Watertown Purchasing Department will delay the bid opening until the protest is resolved. The City's decision in connection with the protest will be issued in writing no more than 30 days from the date that the written protest was received.

If protest is made in connection with issues other than specifications or bid procedure, or in connection with an issue concerning bid procedure which only becomes evident after the bid opening, the protest must be in writing and received by the City of Watertown Purchasing Department no later than 10 working days after notification to all bidders of the contract award. The City will issue its written decision no more than 30 working days from the date the written protest was received.

Any protest to the effect that the City of Watertown Purchasing Department has not followed these protest procedures must be made in writing no later than 10 working days after the alleged infraction. The City will issue its written decision within 30 working days of its receipt of such a protest.

Any questions concerning these protest procedures shall be directed to the City's Purchasing Manager.

Federal Addenda/Federally Funded Procurement Supplemental Guidelines

In addition to the City's Purchasing Policies and Procedures, the following guidelines shall apply to all procurements utilizing funds from the Federal Government including the Federal Transit Administration in conformance with applicable Federal law including Title 49 CFR Part 18, Section 18.36 and Circular 4220.1F.

A. Written Record of Procurement History

1. The Purchasing Department shall maintain records detailing the history of each FTA associated procurement.
2. These records are placed in a procurement master file and include:
 - a. Purchase request with:
 - i. Independent Cost Estimate
 - ii. Project Justification
 - iii. Descriptions of work/scopes of services
 - iv. Acquisition planning information
 - v. Other pre-solicitation documents

- vi. Purchase Requisition indicating availability of funding
- b. The rationale for the method of procurement:
 - i. Full and open competition under IFB (one or two step)
 - ii. RFP
 - iii. Small or micro purchases
 - iv. Sole negotiations
- c. List of sources solicited
- d. Copies of published noticed of proposed contract action
- e. Copies of the solicitation, all addenda and all amendments
- f. Selection of contract type
 - i. Firm fixed price
 - ii. Cost reimbursement
 - iii. Incentive
 - iv. Multi-year
 - v. Time and materials
 - vi. Labor Hour
 - vii. Task Order
 - viii. Basic Ordering agreement
- g. Reasons for contractor selection or rejection:
 - i. An abstract of each offer or rejection
 - ii. Source Selection documentation if applicable
 - iii. Contracting Officer's determination of contractor responsiveness and responsibility
- h. The basis for the contract price
 - i. Cost or price data
 - ii. Determination that price is fair and reasonable including a tabulation and evaluation of the cost and price data.
 - iii. Extent of competition
- i. Required internal approvals for award
- j. Liquidated damages:
 - i. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time
 - ii. The rate must be specified in the solicitation and contract documents.
 - iii. Any liquidated damages recovered shall be credited to the project account involved unless FTA permits otherwise.
- k. Contractor's certifications and representations if applicable
- l. Notice of Award
- m. Record of any protest
- n. Piggybacking Checklist (Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet) and all related documents, if applicable.

- o. Third party FTA Requirements Checklist and all related documents- including Buy America and Disadvantaged Business Enterprises
- p. Bond and Insurance documents
- q. Executed contract, all signed amendments and notice of award
- r. Options included in contract- An option may not be exercised unless the town has determined that the option price is better than prices available in the market or that an option is the more advantageous offer at the time the options is exercised.
- s. Post-award correspondence with contractor
- t. Notice to proceed
- u. Approvals or disapprovals of contract deliveries
- v. Requests for waivers or deviations and the associated responses
- w. Documentation of settlement of claims and disputes
- x. Documentation regarding stop work or suspension of work orders
- y. Approvals or disapprovals of waivers and deviations
- z. Contract closeout documentation

B. Debarment

The Purchasing Department shall document to the best of its knowledge and belief that none of its FTA assisted purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements as indicated on the epls.gov website.

C. Geographic Preferences

The Purchasing Department shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

D. Procurement.

All purchases of goods and services shall be made in accordance with the requirements of FTA Circular 4220.1F and in accordance with General Municipal Law and the City's Purchasing Policy.

E. Protest Procedures

Filing of Protests: All Protests must be filed and resolved in a manner consistent with the requirements of FTACircular 4220.1F Third Party Contracting Guidelines must be clearly stated in the bid documents.

Attachments:

Best Practices Procurement Manual – Appendix B.16 Piggybacking Worksheet, Title 49 CFR Part 18, Section 18.36
 NYSDOT Checklist of Required Federal Clauses, Certifications & Other Recommended Federal & Contract Requirements
 Link to FTA Circular 4220.1F: http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html

END OF POLICY
PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).*

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2. Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3. Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2.		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12. If you will require changes to the vehicles (deliverables), are they “within the scope” of the contract or are they “cardinal changes”? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”* and (c) FTA Circular 4220.1F.

Title 49 CFR Part 18, Section 18.36

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus

purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only--

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product

specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed--(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or (D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms. (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price. (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial

quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review. (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

(i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or

(ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or

(iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or

(iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

(i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

(j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.

(k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurement utilizing exclusionary or discriminatory specifications.

(l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.

(m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements.

For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]

Res No. 5

August 2, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 for the CDBG Thompson Park ADA Ramp Repair Project, Concrete Slipform, Inc.

The City Council accepted the bid for the Thompson Park ADA Ramp Repair Project from Concrete Slipform, Inc. in the amount of \$58,382.50 on May 16, 2022.

Additional material had to be removed and replaced to achieve the proper slopes leading to the ramps. Concrete Slipform, Inc. has submitted a change order request in the amount of \$15,757.85 for the additional work.

A resolution approving Change Order No. 1 in the amount of \$15,575.85 as submitted by Concrete Slipform, Inc. has been prepared for City Council's review and approval.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for the CDBG Thompson Park ADA Ramp Repair Project, Concrete Slipform, Inc.

Council Member HICKEY, Patrick J.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Council Member OLNEY III, Clifford G.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

WHEREAS the City Council accepted the bid for the CDBG Thompson Park ADA Ramps Repair Project from Concrete Slipform, Inc. (Contractor) in the amount of \$58,382.50 on May 16, 2022, and

WHEREAS additional work and materials beyond the scope of the contract for the project were provided by the Contractor, and

WHEREAS the Contractor. has submitted a change order request for the additional work and materials in the amount of \$15,757.85,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 for the Thompson Park ADA Ramps Repair Project in the amount of \$15,757.85 as submitted by Concrete Slipform, Inc., and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: 08 / 02 / 2022

Effective Date: 08 / 02 / 2022

Project: CDBG Thompson Park ADA Ramp Repair Project	Owner: City of Watertown	Owner's Contract No.: 2022-18
Contract: CDBG Thompson Park ADA Ramp Repair Project		Date of Contract: May 31, 2022
Contractor: Concrete Slipform Inc.		Engineer's Project No.: 2022-18

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

Description: **In order to achieve the proper slope for the ADA Ramps, additional material had to be removed and replaced.**

Longer runs were required to adjust the slopes to acceptable levels.

Attachments: (List documents supporting change):

Change Order Material Takeoff for Cost

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 58,382.50

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ 58,382.50

[Increase] of this Change Order:

\$ 15,757.85

Contract Price incorporating this Change Order:

\$ 74,140.35

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: 08/09/2022

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 8/9/22

Date: _____

	Asphalt Length	Asphalt Width	Area SqFt	Concrete Length	Concrete Width	Area SqFt	Ped. Pl. Length	Ped. Pl. Width	Area SqFt
North Down, Pinnacle, W. Tower	14.5	10	145	5.5	9	49.5	9	2	18
	13.5	9.5	128.25	5.5	9	49.5	9	2	18
W. Tower Dr - Mid Point	5	10	50	5.5	9	49.5	9	2	18
	10.5	9.5	99.75	5.5	9	49.5	9	2	18
	9.5	10.5	99.75						
	9.5	9.5	90.25						
	11	9.5	104.5						
	6.5	9.5	61.75						
Less (Ramp Slope To Low)	-4	9.5	-38						
	-4	9.5	-38						
	-4	9.5	-38						
Add at Edge of Road	24	2	48						
	11	1	11						
	6.5	2.5	16.25						
W. Tower & N. Tower	3	11.5	34.5	5.5	12	66	12	2	24
	4.25	12	51	5.5	12	66	12	2	24
Add at Edge of Road	18	1	18						
	20	2	40						
W. Tower & S. Tower	6.5	11	71.5	5.5	11	60.5	11	2	22
	11	9.5	104.5	5.5	11	60.5	11	2	22
Add at Edge of Road	25	1.5	37.5						
	21.5	1.5	32.25						
S. Tower & E. Tower	14.5	12	174	9.5	11.5	109.25	11.5	2	23
	19	17.5	332.5	5.5	11.5	63.25	11.5	2	23
Liss	-7	5.5	-38.5						
Add at Edge of Road	24.5	1.25	30.625						
E, Tower & N. Tower	6.5	11.5	74.75	5.5	11	60.5	11	2	22
	2.5	12.5	31.25	5.5	12	66	12	2	24
Side Strip	5.5	0.5	2.75						
Add at Edge of Road	18.5	1.5	27.75						
	19.5	1.5	29.25						
Pinnacle Wood and North Entrance	6.5	3	19.5	5.5	5	27.5	5	2	10
	19	8	152	5.5	8.5	46.75	8.5	2	17
Side Strip	5.5	0.5	2.75						
Add at Edge of Road	6	1	6						
	19.5	1.5	29.25						
			2003.625			824.25			283
Curb	233.5								

NEW				
6" Sidewalk Corner Ramps	824.25	SF	\$20.00	\$16,485.00
Detectable Warning Strip	283.00	SF	\$50.00	\$14,150.00
Excavation & 12" Backfill	112	CY	\$75.00	\$8,400.00
Concrete Curbing	233.50	LF	\$40.00	\$9,340.00
Asphalt Conc. Binder Type - 3	48.67	TN	\$250.00	\$12,167.61
Asphalt Conc. Top Type - 7	24.46	TN	\$250.00	\$6,115.24
				\$66,657.85

ORIGINAL				
6" Sidewalk Corner Ramps	445.00	SF	\$20.00	\$8,900.00
Detectable Warning Strip	300.00	SF	\$50.00	\$15,000.00
Excavation & 12" Backfill	92	CY	\$75.00	\$6,900.00
Concrete Curbing	240.00	LF	\$40.00	\$9,600.00
Asphalt Conc. Binder Type - 3	28.00	TN	\$250.00	\$7,000.00
Asphalt Conc. Top Type - 7	14.00	TN	\$250.00	\$3,500.00
				\$50,900.00

Change Order **\$15,757.85**

Res No. 6

August 8, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Approving Franchise Agreement Between the City of Watertown and
The Wolves Den, LLC

Attached is a proposed Franchise Agreement for the use of the Municipal Ice Arena with The Wolves Den, LLC (Watertown Wolves) for the 2022/23 and 2023/24 hockey seasons. The fee for 2022/23 will be \$32,000 and it will be \$32,650 for 2023/24.

A resolution approving the agreement is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Franchise Agreement Between the City of Watertown and The Wolves Den, LLC

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V. C..

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns and operates a facility known as the Watertown Municipal Arena, a community recreational facility, and

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

WHEREAS in pursuit of that valid public purpose, the City of Watertown desires to enter into a Franchise Agreement with The Wolves Den, LLC, and

WHEREAS The Wolves Den, LLC owns and operates a professional hockey team, which competes in the Federal Prospects Hockey League, and

WHEREAS The Wolves Den, LLC desires to enter into a Franchise Agreement with the City of Watertown to have its team play hockey games within the confines of the Watertown Municipal Arena,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Franchise Agreement between the City and The Wolves Den, LLC, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by

FRANCHISE AGREEMENT

CITY OF WATERTOWN, NEW YORK AND THE WOLVES DEN, LLC

This Franchise Agreement is being made and is intended to be effective as of September 1, 2022 between **CITY OF WATERTOWN, NEW YORK**, with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”) and **THE WOLVES DEN, LLC** (“WOLVES”), with principal offices located at 229 Clinton Street, Apt. A, New York 13601.

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a community recreational facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”); and

WHEREAS, the Fairgrounds contains many venues, one of which is the Municipal Arena which is used for activities including, but not limited to, an ice rink and bleachers for skating and games; and

WHEREAS, the City desires to promote future recreational activities at its Arena for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City; and

WHEREAS, in pursuit of that public purpose, the City desires to contract with WOLVES, a hockey franchise which competes in the Federal Prospects Hockey League (or a different league of a different name of comparable caliber of play), for use by the WOLVES of the Watertown Arena as its home venue; and

WHEREAS, the parties desire to set forth an agreement by which WOLVES may enjoy a franchise for the use of the City facilities at the Watertown Ice Arena for the 2022-2024 hockey seasons in consideration of mutual covenants and agreements as stated herein, the City and WOLVES agree as follows:

AGREEMENT

Section 1 – Term of Franchise

The term of this Franchise Agreement shall be from the period from September 1, 2022 through April 30, 2024.

Ice Season Year 1: September 19, 2022 through April 30, 2023.

Ice Season Year 2: September 18, 2023 through April 28, 2024.

Section II – Franchise Facilities Use Grant

The City grants WOLVES a franchise for the use of the following facilities at the Watertown Arena:

a. WOLVES shall have exclusive access to a locker room identified on the building diagram attached as Exhibit “A” as the “home locker room.” The risk of loss for WOLVES equipment and gear shall remain with WOLVES during the term of this Franchise.

b. WOLVES shall be furnished with a key for exterior access to the “home locker room.” Arena access is granted solely for the purpose of returning equipment following away games. Any access outside of the team’s locker room is prohibited during “off hours.” The Arena key shall be signed out prior to each season by the team manager, or their designee, and returned at the conclusion of each season. Duplication of either key is prohibited. Any misuse of this privilege shall result in its immediate revocation.

c. WOLVES may name the locker room, through sponsorship, with the name to remain throughout the term of this Agreement.

d. WOLVES may locate a “pro shop” within the Vendor Area. Only souvenirs, equipment and merchandise related to WOLVES or the Federal Prospects Hockey League or their sponsor may be sold at the pro shop. The risk of loss of all merchandise, equipment or souvenirs shall remain with WOLVES during the term of this Franchise.

e. At the time of any home WOLVES game, other locker rooms shall be made available to the opposing team and to the officials two (2) hours before the start of the game. The opposing team’s locker room is identified as the “away locker room” and the officials’ locker room is identified as “officials locker room” on Exhibit “A.” WOLVES agrees to work with the City in the event this time needs to be shortened due to other events occurring withing the Arena.

f. During the term of this Agreement, WOLVES will be provided a space by the City for the WOLVES skate sharpening equipment within the main locker room area. WOLVES shall not have access to, nor use, the City-owned skate sharpener, nor shall the City have access to, nor use, WOLVES’s sharpener. WOLVES’s sharpening equipment shall only be used to sharpen skates of WOLVES personnel and those affiliated with the organization.

g. WOLVES shall have access to the arena press box and sound system for all WOLVES home games at least one hour prior to game time, so long as there is no disruption to the group renting the ice at that time. The equipment to be made available is the City's existing system consisting of: sound system, microphone and scoreboard control panel. Only those employees needing to work from the press box are permitted in the press box area.

h. WOLVES shall be granted use of an off-season office within the Arena. Said office may not be the same office as provided during the season.

i. WOLVES shall be permitted, upon proof of insurance naming the City as an additional insured on its contractor's commercial general liability insurance coverage, to install a video board in the Arena for WOLVES's use. If a permanent installation is made, WOLVES must pay New York State prevailing wage rates for its installation, and present proof of the same to the City upon completion.

j. Unless otherwise constrained by rules established in connection with COVID-19, the City will be responsible for setting up a "queue" area that will allow ticket purchasers to assemble inside the lobby in an organized fashion. This should be clearly marked and should flow without the use of WOLVES personnel.

k. The City will provide tables and chairs for all scheduled home games.

l. The City will ensure there is reliable wireless access in the arena as well as in the lobby of the arena for each season. The WOLVES will use its own internet, provided by Spectrum for streaming and activities within the ice arena. No one shall connect any device that alters or expands the City's WIFI, or wired network. This includes, but is not limited to: routers, switches, repeaters and Devices Internet Connection Sharing.

Section III – Other WOLVES Rights and Privileges Pursuant to Franchise

In addition to being granted this franchise for use of designated City facilities, the City hereby grants an exclusive franchise to WOLVES for the following sales and concessions:

a. For beer and wine sales see section IV.

b. WOLVES shall have the exclusive right to sell signage within the arena, including sales on boards (interior and exterior) and framed areas on arena's walls, imbedded in the ice rink surface, on the three panels of glass directly behind the west goal and mounted on the City-owned Zamboni. Advertising by WOLVES will be permitted in the lobby of the Municipal Arena with approval from the Superintendent of Parks and Recreation. WOLVES is permitted to sell the naming rights to the ice rink for each hockey season under this Agreement. WOLVES agrees to pay the City 10% of the proceeds from the naming of the ice rink. The contract for the naming of the ice rink must be made available to the Superintendent of Parks and Recreation for review and approval. All advertising placed on boards shall be non-permanent in nature and shall adhere to the City's specifications. The City will provide all specifications for the wall-mounted advertisements. The City reserves the right to review and approve all advertising copies prior to

its installation. All advertising must be removed at the end of the hockey season. Arena staff will be responsible for installing and removing all signage. For all advertising rights during the contract term, other than for naming of the ice rink, WOLVES shall pay an annual fee of \$1,750.00, which shall be paid no later than October 1st, annually.

c. WOLVES will also be granted rights to designate certain arena seating, other than the bleachers, as reserved seating for corporate sponsors, both inside the arena and in the lobby area, and will be responsible for adding signage to designate accordingly.

d. WOLVES shall be the sole hockey team and/or “Junior amateur hockey team, e.g. Syracuse Stars caliber team” (this does not include any of the youth programs currently operating in the City’s geographic area) to hold a franchise for games for the 2022-2025 seasons. WOLVES will also hold the “Right of first Refusal” for a Franchise Agreement on all subsequent hockey seasons.

Section IV – WOLVES Obligations

The following constitutes the WOLVES obligations in connection with the franchises granted herein:

a. Rates and Charges.

Ice time will be charged as an annual flat fee and will include practices and games. Additional ice rental (camps, clinics, etc.) will be billed at regular hourly rates, per the City’s fee schedule. The annual flat fee will be split into eight payments and billed monthly from September – April. Payment must be made by the 1st day of the month for that month’s scheduled ice time. If full payment is not made by WOLVES by the 1st day of the month for that month’s scheduled ice time or any other unpaid invoice is over 30 days outstanding, WOLVES will not be authorized use of the facility until full payment is made. An invoice will be generated by the City at the month’s end for any additional ice time hours used above and beyond scheduled time by WOLVES, payable within 30 days. WOLVES shall not receive credit for any unused, but scheduled, ice time. Annual ice rental fees do not include advertising or trash fees.

Annual Ice Rental Fees

2022-2023 Season: \$32,000

2023-2024 Season: \$32,650

b. Beer and Wine Sales.

WOLVES is granted exclusive rights to provide for the sale of beer and wine at any events to be held in the arena during each ice season, as approved by the City Manager, pursuant to the Agreement, and/or to enter into a sub-franchise agreement with a vendor, which shall obtain a seasonal license for the beer and wine sales for the Ice Arena limited to the term of each hockey season included in this Agreement. The City is to provide a location for the sale of beer and wine either in the form of a permanent structure complete with applicable refrigeration facilities or an area where a temporary trailer can be placed. This area must be agreed upon by both WOLVES and the City. WOLVES must accommodate to any event requesting beer and wine in the arena

during each ice season within the Franchise Agreement, with the Superintendent's approval. WOLVES will be provided, with at least a 10 days' notice to ensure proper planning time, in the event the City requests beer and wine to be sold. WOLVES is permitted to serve two alcoholic beverages per person per sale transaction.

WOLVES sub-franchise agreement with said vendor shall provide that the vendor shall be bound by the terms and conditions of any license issued by the SLA, and shall also be bound by the terms of the City's "ABC Law, Rules and Guidelines," as the same may, from time to time, be amended. A copy of the City's current "ABC Law, Rules and Guidelines" is attached to this Agreement as Exhibit "B."

WOLVES shall ensure that said vendor shall provide the City with a copy of any application made to the SLA for the seasonal license. The vendor must also agree that it will discontinue the sale of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police and shall provide proof of vendor's liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate for the term of its seasonal license.

WOLVES acknowledges that, as the party responsible for the sub-franchisee, it is obligated not to permit the alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that the vendor has sold beverages in violation of any of the applicable rules and regulations, including any term of this franchise, WOLVES's right to contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

WOLVES acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City's reasonable attorneys' fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

WOLVES acknowledges that "tailgating" on City Fairgrounds property is not permitted and that WOLVES shall be responsible for monitoring the parking areas surrounding the Ice Arena to ensure compliance. No alcohol may be consumed on any City Fairgrounds property except within the Ice Arena.

Any changes to this agreement made necessary by the SLA or any other regulatory authority to ensure the issuance and continuation of vendor's license to offer beer and wine sales shall first be proposed, in writing, by WOLVES legal counsel. If the City incurs any legal fees in connection with negotiating and implementing such changes, WOLVES agrees to reimburse the City its reasonable legal fees and disbursements leading to the adoption of such changes.

c. Food Concessions.

WOLVES acknowledges that the concession stand located in the Arena will be the only source of food sold during the WOLVES games. WOLVES is permitted to provide food and beverages from other outside vending sources to staff and others affiliated with the organization during all team functions, including games, postgame only. WOLVES will be permitted to set up a VIP area on the second floor in the arena or party room. These areas must be code compliant. A \$2.00 per person fee for all people permitted in the VIP area will be charged to WOLVES. WOLVES will be responsible for providing a headcount during the events and shall be invoiced accordingly. City staff may verify VIP attendance.

d. Birthday Parties.

WOLVES acknowledges that it shall purchase food through the arena concession stand for all birthday parties. WOLVES acknowledges that the cost to rent the birthday party room is \$25 per hour, per room. WOLVES must provide cake and/or ice cream and paper products for the cake and/or ice cream for all birthday parties.

e. Liability Insurance/Workers' Compensation Insurance.

WOLVES shall provide commercial general liability insurance, naming the City as an additional insured to the City's specifications of coverage in the amount of \$1,000,000 individual/\$2,000,000, for the term of this franchise. The certificate of insurance must reflect that the additional insured status is in effect for the entire term of this Franchise Agreement, and further reflect that the City shall be entitled to at least 30 days' prior written notice of any cancellation of WOLVES's insurance for any reason whatsoever. Proof of Insurance shall be provided to the City prior to taking occupancy each September. WOLVES shall provide proof of Workers' Compensation Insurance to the City prior to taking occupancy each September.

f. Code Compliance.

WOLVES acknowledges that all activities are subject to the provisions of the New York State Fire Prevention and Building Code.

g. Security.

WOLVES shall provide readily identifiable security by a professional security force for each home game. Any private security firm used by WOLVES shall be registered with the NYS Department of State per N.Y. Gen. Bus. Law Section 89-G. Such professional security force shall be adequate to maintain safety and discipline among the attendees. WOLVES will require a minimum number of 5 security guards for games with attendance up to 600. If the attendance exceeds 600, 1 additional security guard may be requested for every 150 in attendance at the games, up to a maximum of 8 security guards. In the event the Parks & Recreation Superintendent determines, in his/her sole discretion, that any event already in progress or otherwise, that WOLVES security is inadequate, the City shall have the right to require additional security be provided; or to suspend future games until the WOLVES agree to provide additional

security. Inadequate security may be considered a breach of this Agreement. Additional security guards can be requested by the City for play-off games.

h. Damages.

In the event any of the locker rooms, lockers, restrooms, office space, or any other public areas are damaged by actions attributable to WOLVES, their opposing team, or the fans, the repairs to such damage shall be the responsibility of WOLVES and shall be promptly performed by the City and billed directly to WOLVES. If determined that rink glass is intentionally broken by fans, WOLVES will be responsible for paying the cost of the glass and contacting the authorities to press charges against the individual(s) who broke the glass. Replacement of damaged property shall be equal to existing property. The City will follow the City purchasing policy by obtaining 3 quotes, when possible. The invoice shall be due and payable within 30 days.

i. Cleaning After Games.

WOLVES shall provide a cleaning staff of at least four (4), following each home game, to clean the arena, including cleaning of all locker rooms; cleaning of all areas where beer and wine sales are made; and cleaning of the bleachers. All cleaning and disposal of trash, rubbish, etc. must be performed by WOLVES on the same night when a game is held, and to the satisfaction of the City's Superintendent of Parks and Recreation or his/her designee. This cleaning will consist only of picking up trash from all areas, rough sweeping of bleacher areas, and "spot" mopping of any spilled items. This is not to be considered a "thorough" cleaning of the facility. Failure to properly clean may result in a \$300 fee, per occurrence, as deemed appropriate by the Superintendent of Parks & Recreation.

j. Trash Removal.

The parties agree that WOLVES shall pay \$250.00, for each year of this Agreement, for trash removal from the Arena. Said payment shall be paid annually by October 1st.

k. After-hours Access.

If WOLVES requires after-hours/holiday access to the Arena facility, WOLVES shall arrange for the same in advance.

l. Hold Harmless.

WOLVES shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of WOLVES operation, use, or occupation of designated facilities, and resulting from any act or omission of WOLVES or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in this Section IV, naming the

City as an additional named insured shall be sufficient for purposes of meeting WOLVES obligations under this paragraph.

Section V – City Obligations

The City agrees to undertake the following obligations:

- a. The City shall provide the locker rooms.
- b. The City will maintain the ice in good condition.
- c. The City will undertake a good faith effort to reasonably schedule practice ice time at levels comparable to the Wolves schedule for each season.
- d. Prior to the commencement of this Franchise Agreement and for the term thereof, the City shall have on hand extra glass for the rink board in the event glass breaks during practice or games. WOLVES will be billed for the costs (materials and labor) associated with any replacement caused by intentional actions by fans, players and/or those associated with the respective teams, but City employees will be responsible for installing replacement glass as expeditiously as possible. The invoice is payable within 30 days.
- e. The City shall indemnify and hold the WOLVES harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of any act or omission of the City or any of its officers, agents, employees, guests, patrons or invitees.

Section VI – Anticipated Home Games and Contingency

WOLVES will proceed to schedule between 26 and 30 home games each season within this Agreement.

The parties further anticipate WOLVES participation in playoff games, which games will likely be evenly split for scheduling purposes.

The parties to this Agreement agree to work together to schedule home games in such a fashion as to result in a minimum disruption to other groups or individuals utilizing the arena ice facility.

This Agreement is expressly contingent on the mutual agreement of the parties to a schedule of games. If the parties cannot come to a written agreement on the schedule prior to October 15 of each year, this Agreement will not be binding on either party and will be null and void. Each party shall bear its own expense in anticipation of performing the contract, provided that City shall refund any sums prepaid for trash and signage fees hereunder.

Section VII – Maintenance

The City agrees that it will keep the premises, including any structural or capital repairs and improvements, in good repair during the term of this Franchise Agreement, and at its own expense. The City further agrees that it shall bear the cost of electric facilities and electric service to the premises, except as otherwise provided herein.

Section VIII – Return of Premises

WOLVES agrees to return all franchised premises to the City, upon the expiration of this Franchise Agreement, in as good condition as when WOLVES received possession of the premises, reasonable wear and tear excepted, and excepting damage to the premises caused by others when the premises were not under the control of WOLVES.

WOLVES acknowledges that, as of the commencement of this Franchise Agreement, the WOLVES has received the premises in good condition.

Section IX – Venue and Applicable Law

- a. This Agreement shall be construed in accordance with the laws of the State of New York.
- b. The City and WOLVES agree that venue for any legal action arising from a claimed breach of this Franchise Agreement is in the Supreme Court, State of New York, in and for the County of Jefferson.
- c. This instrument contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, with respect to the transactions and performance contemplated herein. No amendment of this Agreement shall be binding unless executed in writing by both parties.

Res No. 7

August 4, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Nominating to the Community Action Planning Council of Jefferson County, Inc., Stanley Zaremba

Stanley Zaremba has submitted a letter of interest to serve on the Community Action Planning Council of Jefferson County, Inc. He would fill a vacant position and serve the remainder of that term expiring on December 31, 2023.

Stanley Zaremba
247 Wealtha Ave., Apt 647a
Watertown, NY 13601

The attached resolution nominating Mr. Zaremba has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Nominating to Community Action
Planning Council of Jefferson County, Inc.,
Stanley Zaremba

- Council Member HICKEY, Patrick J.
- Council Member OLNEY III, Clifford G.
- Council Member PIERCE, Sarah V.C.
- Council Member RUGGIERO, Lisa A.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

BE IT RESOLVED that the following individual is hereby nominated to the Community Action Planning Council of Jefferson County, Inc. as the designee of Council Member Lisa Ruggiero to fill the vacant term expiring on December 31, 2023:

Stanley Zaremba
247 Wealtha Ave., Apt.647a
Watertown, NY 13601

Seconded by

Res No. 8

August 8, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Professional Services Agreement Supplement #3 for ROW Incidentals and Acquisition Services for the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project, PIN 775362, Fisher Associates

At the June 4, 2018 meeting, City Council approved the Agreement with Fisher Associates for the design phase of the Massey Street, Coffeen Street, Court Street Bridge Rehabilitation Project for \$402,000. Supplemental Agreements #1 and #2 were approved on July 15, 2019 and July 6, 2020 for \$101,000 and \$200,000.

The construction contract for this project was awarded to Tioga Construction on July 5, 2022 for \$7,029,429.

Supplemental Agreement #3 to Fisher Associates' contract covers work to acquire Rights-of-Way through the Eminent Domain Procedure Law for construction of ramps that meet the ADA standards. The cost also includes the additional work involved to move the ADA ramps to the Pedestrian Signal Improvement Project (PSAP), NYSDOT PIN: 70PS02. The move to the other project is being done so that acquisition of the ROW does not hold up this project.

The maximum amount payable under this Supplemental Agreement is \$66,000. Funding for this will come from the New York State Touring Route funds.

Attached for City Council consideration is a Resolution approving Supplement #3 of the Agreement.

RESOLUTION

Page 1 of 1

Approving Professional Services Agreement Supplement #3 for ROW Incidentals and Acquisition Services for the Massey St., Coffeen St., Court St. Bridge Rehabilitation Project. PIN 775362, Fisher Associates

Council Member HICKEY, Patrick J.
Council Member OLNEY III, Clifford G.
Council Member PIERCE, Sarah V.C.
Council Member RUGGIERO, Lisa A.
Mayor SMITH, Jeffery M.
Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, on October 2, 2017, entered into an Agreement with the New York State Department of Transportation for funding for the Rehabilitation of Massey Street, Coffeen Street, and the Court Street Bridge, and

WHEREAS on June 4, 2018, City Council approved the Professional Services Agreement with Fisher Associates to provide design services for the Massey St., Coffeen St., Court St. Bridge Rehabilitation Project for \$402,000, and

WHEREAS Supplemental Agreement #1 to Fisher Associates agreement was approved on July 15, 2019 for \$101,000, and

WHEREAS Supplemental Agreement #2 to Fisher Associates agreement was approved on July 6, 2022 for \$200,000, and

WHEREAS The Federal Highway Administration requires sufficient Right-of-Way to construction ADA compliant sidewalk ramps, additional scope of work effort is necessary to complete the project, and

WHEREAS the Eminent Domain Procedure Law is required to acquire the property, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Supplemental Agreement #3 with Fisher Associates in the amount not to exceed an additional \$66,000, a copy of which is attached hereto and made part of this resolution, and

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

Seconded by

**Supplemental Consultant Agreement #3
for
Massey Street, Coffeen Street & Court Street
Bridge**

PIN 7753.62

Between

City of Watertown

and



August 3, 2022

**Architectural/Engineering
Consultant Contract**

PIN 7753.62 Sponsor Contract No. _____

Agreement made this ____ day of _____, _____ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

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

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

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

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

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

Architectural/Engineering Consultant Contract

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

Architectural/Engineering Consultant Contract

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 Contract, 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 Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<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 Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, 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 167%, in all events not to exceed 167%, subject to audit. 	
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 Contract 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 CONTRACT shall equal \$4,900 for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$66,000.	

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

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

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

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

ARTICLE 7. EXTRA WORK

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the 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 Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

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

- A. an existing contract for the PROJECT's 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.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

This does not preclude the CONSULTANT from being awarded a future contract covering the work described 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

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 \$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 which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 31. MISCELLANEOUS

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

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

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2022 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 authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2022 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 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 Consultant.

Notary Public, _____ County, N.Y.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7753.62
BIN: 2220220

Term of Agreement Ends: December 2023

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract #3
[add identifying #]

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:

Start Date:

Finish Date:

PROJECT DESCRIPTION:

The Massey Street, Coffeen Street & Court Street Bridge Project involves preserving the long term integrity of Coffeen Street from the West City line to Massey Street; Massey Street from the Court Street bridge to Holcomb Street and the Court Street bridge by utilizing cyclic/element specific treatments/repairs.

Project Location:

City of Watertown

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

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

\$66,000

ATTACHMENT B

Massey Street, Coffeen Street & Court Street Bridge Project

City of Watertown

NYSDOT PIN: 7753.62

**Scope of Services
Supplemental #3**

August 2022

Section 1 - General

1.01 Project Description and Location

Project Name: Massey Street, Coffeen Street & Court Street Bridge

PIN: 7753.62

Project Description/Limits: The project involves the rehabilitation of the Court Street Bridge in order to extend the service life of the structure and the roadway resurfacing of Massey Street from Court Street bridge to Holcomb Street and Coffeen Street from Massey Street to the City Line.

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Michael Delaney, who can be reached at (315) 785-7740 or mdelaney@watertown-ny.gov.

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

Michael Delaney
City Engineer
City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be 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 **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 4, 5, 6, 7 and 10.

1.05 Project Familiarization

Not in supplemental agreement.

1.06 Meetings

Not in supplemental agreement.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. 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 **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*

Section 2 – Data Collection & Analysis

No work to be done under Supplemental Agreement.

Section 3 - Preliminary Design

No work to be done under Supplemental Agreement.

Section 4 – Environmental

4.01 NEPA Classification

Not in supplemental agreement.

4.02 SEQRA Classification

Not in supplemental agreement.

4.03 Smart Growth

Not in supplemental agreement.

4.04 Screenings and Preliminary Investigations

The **Consultant** will complete a re-evaluation of environmental screening prior to PSE submission according to the revised requirements of the Local Project Manual.

4.05 Detailed Studies and Analyses

Not in supplemental agreement.

4.06 Permits and Approvals

Not in supplemental agreement.

4.07 Public Hearing

Not in supplemental agreement.

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

Not in supplemental agreement.

5.02 Right-of-Way Survey

Not in supplemental agreement.

5.03 Right-of-Way Mapping

Not in supplemental agreement.

5.04 Right-of-Way Plan

Not in contract.

5.05 Right-of-Way Cost Estimates

Not in supplemental agreement.

5.06 Public Hearings/Meetings

The **Consultant** will provide the legal services necessary to prepare a resolution for an EDPL §206 exemption.

5.07 Property Appraisals

Not in supplemental agreement.

5.08 Appraisal Review

Not in supplemental agreement.

5.09 Negotiations and Acquisition of Property

Not in supplemental agreement.

5.11 Property Management

Not in contract.

5.12 EDPL Article 4 Acquisition

The **Consultant** will provide the legal services necessary to acquire property rights pursuant to the New York State Eminent Domain Procedure Laws (NYS EDPL).

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges

Not in supplemental agreement.

B. Bridge Rehabilitations

Not in supplemental agreement.

C. Selected Structural Treatment

Not in supplemental agreement.

6.02 Advance Detail Plans (ADP)

The **Consultant** will update the approved design alternative and ADP plans to reflect the following changes: See assumptions in Section 10.02.

6.03 Contract Documents

The **Consultant** will update the completed package of build-ready contract documents.

6.04 Cost Estimate

The **Consultant** will update the cost estimate.

6.05 Utilities

Not in supplemental agreement.

6.06 Railroads

Not in supplemental agreement.

6.07 Bridge Inventory and Load Rating Forms

Not in supplemental agreement.

6.08 Information Transmittal

Not in supplemental agreement.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect the comments generated by that review. The **Sponsor** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Sponsor** will hold the public bid opening. The **Consultant** will attend the bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - Checking for accuracy of quantity calculations.
 - Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the DOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the "Local Project Manual (LPM)."

Section 8 - Construction Support

No work to be done under Supplemental Agreement.

Section 9 - Construction Inspection

No work to be done under Supplemental Agreement.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 4 Estimate 1 reevaluation statement.

Section 5 Estimate 1 EDPL Public Hearing.

Estimate 1 property will be acquired.

Section 6 Estimate 8 signalized intersections to be updated.

Estimate 7 ramps to be evaluated for impacts to ROW

Estimate 2 curb ramps to be redesigned for impacts to ROW

Estimate 3 ramps be removed from the project and integrated into the PSAP (PIN 70PS.02) project.

Section 7 Estimate 1 addendum will be prepared.

10.02 Technical Assumptions

ROW

1. R.K. Hite, through its legal sub-consultant Hite & Beaumont, P.C., will provide the legal services necessary to acquire certain property rights from two properties pursuant to the NYS EDPL.

Detailed Design

1. Modify signal plans from wireless detection system to video detection system. Remove all loop detection and magnetic detection pucks. Install video detection compatible with existing City owned traffic control equipment.
2. Updated plans, contract documents and estimate to account for changes in NYSDOT approved items and specifications. Update plans for new sign specifications and items.
3. Re-evaluate ADA ramps to determine if redesign would eliminate need for ROW.
4. Redesign curb ramps to account for ability to secure ROW clearance. Adjust curb and ramp layout.
5. Update plans for survey monument details.
6. Update maintenance jurisdiction.
7. Move ramp designs into project PIN 70PS.02 where ROW is not available.

8. Update contract documents and cost estimate to divide Massey into separate shares requested by NYSDOT for funding sources.

ATTACHMENT C

FISHER ASSOCIATES, PE, LS, LA, DPC

PIN 7753.62

Massey Street, Coffeen Street and Court Street Bridge Project

City of Watertown

Date: 8/4/22

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 08/2022	PROJECTED 08/2022	2022	2023	2024	
Project Manager	VIII (A)	90.00	90.00	90.00	90.00	90.00	A
Project Manager	VII (A)	75.69	77.96	81.00	83.43	85.93	A
Landscape Architect	VII (A)	62.78	64.66	78.00	80.34	82.75	A
Senior Engineer	VI (A)	62.52	64.40	73.00	75.19	77.45	A
Landscape Architect	VI (A)	53.50	55.11	54.00	55.62	57.29	A
Project Engineer	V (A)	58.17	59.92	60.00	61.80	63.65	A
Landscape Architect	V (A)	46.83	48.23	48.50	49.96	51.46	B
Design Engineer	IV (A)	49.24	50.72	55.60	57.27	58.99	B
Environmental Scientist	IV (A)	62.47	64.34	69.50	71.59	73.74	B
Engineer	III (A)	40.56	41.78	46.85	48.26	49.71	B
Landscape Architect	III (A)	36.00	37.08	36.00	37.08	38.19	B
Senior Designer	III (A)	41.00	42.23	41.00	42.23	43.50	B
Junior Engineer	III (A)	32.12	33.08	36.00	37.08	38.19	B
Landscape Designer	III (A)	29.12	29.99	34.00	35.02	36.07	B
Resident Engineer	IV (N)	52.53	54.11	69.50	71.59	73.74	C
Senior Engineering Technician	IV (N)	52.53	54.11	69.50	71.59	73.74	C
Engineering Technician	III (N)	43.12	44.41	45.00	46.35	47.74	C
Senior Cad Operator	III (N)	42.74	44.02	52.00	53.56	55.17	C
Cad Operator/Tech II	II (N)	32.61	33.59	37.00	38.11	39.25	C
Jr Engineer Tech/Tech I	I (N)	24.84	25.59	31.25	32.19	33.16	C
Survey Manager	III (N)	67.25	69.27	81.00	83.43	85.93	A
Project Surveyor	III (N)	54.10	55.72	63.50	65.41	67.37	A
Project Surveyor	II (N)	36.75	37.85	36.75	37.85	38.99	B
Survey Technician	III (N)	31.75	32.70	31.75	32.70	33.68	C
Party Chief	III (N)	31.71	32.66	39.00	40.17	41.38	C
Instrument Person	I (N)	25.46	26.22	30.50	31.42	32.36	C
Technical Typist	NA	24.00	24.72	24.00	24.72	25.46	C
Party Chief (Field)*	III (N)	31.71	32.66	39.00	40.17	41.38	C
Instrument Person (Field)*	I (N)	25.46	26.22	31.25	32.19	33.16	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 40 hours per week.

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

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief	III (N)	\$47.37	\$48.79	\$32.66	\$16.13	\$2.18	\$18.31
Instrument Person	II (N)	43.51	44.82	26.22	18.60	2.51	21.11

*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)	\$28.05	\$6.60	\$21.45	\$0.00	\$2.90	\$24.35
Instrument Person	II (N)	28.05	3.56	24.49	0.00	3.31	27.80

FISHER ASSOCIATES, PE, LS, LA, DPC
PIN 7753.62
Massey Street, Coffeen Street and Court Street Bridge Project
City of Watertown
Date: 8/4/22

JOB TITLE	ASCE (A) OR NICET (N) GRADE	T A S K S									Total Hours	PROJECTE HOURLY RATE	DIRECT TECHNICAL LABOR
		Section 1	Section 2	Section 3	Section 4	Section 5	Section 6	Section 7	Section 8	Section 9			
Project Manager	VIII (A)										0	90.00	0.00
Project Manager	VII (A)				2		8	2			12	77.96	935.52
Landscape Architect	VII (A)										0	64.66	0.00
Senior Engineer	VI (A)						16				16	64.40	1,030.40
Landscape Architect	VI (A)										0	55.11	0.00
Project Engineer	V (A)				4		60	4			68	59.92	4,074.56
Landscape Architect	V (A)										0	48.23	0.00
Design Engineer	IV (A)				4						4	50.72	202.88
Environmental Scientist	IV (A)										0	64.34	0.00
Engineer	III (A)				4		80				84	41.78	3,509.52
Landscape Architect	III (A)										0	37.08	0.00
Senior Designer	III (A)										0	42.23	0.00
Junior Engineer	II/I (A)						80				80	33.08	2,646.40
Landscape Designer	II/I (A)										0.0	29.99	0.00
Resident Engineer	IV (N)										0	54.11	0.00
Senior Engineering Technician	IV (N)										0	54.11	0.00
Engineering Technician	III (N)										0	44.41	0.00
Senior Cad Operator	III (N)				4		96				100	44.02	4,402.00
Cad Operator/Tech II	II (N)										0	33.59	0.00
Jr Engineer Tech/Tech I	I (N)										0	25.59	0.00
Survey Manager	III (N)										0	69.27	0.00
Project Surveyor	III (N)										0	55.72	0.00
Project Surveyor	II (N)										0	37.85	0.00
Survey Technician	III (N)										0	32.70	0.00
Party Chief	III (N)										0	32.66	0.00
Instrument Person	I (N)										0	26.22	0.00
Technical Typist	NA										0	24.72	0.00
Party Chief (Field)*	III (N)										0	32.66	0.00
Instrument Person (Field)*	I (N)										0	26.22	0.00
TOTAL		0	0	0	18	0	340	6	0	0	364		\$16,801.28

FISHER ASSOCIATES, PE, LS, LA, DPC
 PIN 7753.62
 Massey Street, Coffeen Street and Court Street Bridge Project
 City of Watertown
 Date: 8/4/22

EXPENDABLE COSTS

1. Travel, Lodging & Subsistence

Personal Vehicle

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site	0	150	miles/trip	0
Meetings		230	miles/trip	0
Region			miles/trip	0
On-Site		10	miles/trip	0

Total Mileage - Personal Vehicle 0 @ \$0.625 \$0.00

Inspection Van

<u>Trips to</u>	<u>trips</u>	<u>miles per</u>		
Site (from Rochester)	0	230	miles/trip	0
Region (from Rochester)			miles/trip	0
On-Site	0	10	miles/trip	0

Total Mileage - Survey Van 0 @ \$0.625 \$0.00

Per Diem	people for	2 days @	\$59.00 /day	\$0.00
Lodging	people for	2 nights @	\$96.00 /night	\$0.00
Tolls	trips @	/trip		\$0.00
Rental Car	days @	\$50.00 /day		\$0.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$0.00

2. Reproduction, Drawings & Reports

	<u>sheets/set</u>	<u>sets</u>	<u>cost/sheet</u>	
Vellums (22"x34")			\$10.13	\$0.00
Blueprint (22"x34")			\$1.30	\$0.00
Mylar (22"x34")			\$10.39	\$0.00
B & W Copies (8½"x11")			\$0.09	\$0.00
B & W Copies (11"x17")			\$0.18	\$0.00
Color Print (8½"x11")			\$0.99	\$0.00
Color Print (11"x17")			\$1.98	\$0.00

TOTAL REPRODUCTION, DRAWINGS & REPORTS \$0.00

3. Owner's Protective Insurance (Estimated)

\$0.00

4. Mailings & Deliveries

months @	4 mailings/month	\$2.80 per mailing	\$0.00
months @	1 deliveries/month	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES \$0.00

6. Survey Personnel Costs

		Hours	@	Rate	
Wage Differential					
Party Chief	III (N)	0		\$18.31	\$0.00
Instrument Person	II (N)	0		21.11	0.00
SUBTOTAL Wage Differential					\$0.00

		Hours	@	Rate	
Supplemental Benefits					
Party Chief	III (N)	0		\$24.35	\$0.00
Instrument Person	II (N)	0		27.80	0.00
SUBTOTAL Supplemental Benefits					\$0.00

TOTAL SURVEY PERSONNEL COSTS 0.00

TOTAL DIRECT NON - SALARY COST \$0.00

SUB-CONTRACTOR COSTS

Pavement Cores	0
FWD	0
Environmental Sample Testing	0
UBIU Rental	0

TOTAL DIRECT NON - SALARY COST, SUB-CONTRACTOR COST \$0.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC

PIN 7753.62

Massey Street, Coffeen Street and Court Street Bridge Project

City of Watertown

Date: 8/4/22

Item IA, Direct Technical Salaries (estimated) subject to audit		\$16,801
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit		\$0
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)		\$0
Item III, Overhead (167%) (estimated) subject to audit		\$28,058
Item IV, Fixed Fee (negotiated)		\$4,900
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	R.K.Hite	\$15,800
Total Estimated Cost		----- \$65,559
MAXIMUM AMOUNT PAYABLE		\$66,000 =====

June 27, 2022

Fisher Associates
180 Charlotte Street
Rochester, New York 14607

Attention: Emily M. Smith, P.E.
Vice President
Director of Transportation

Re: Request for Supplemental Agreement No. 01
PIN 7753.62 – Coffeen, Masey, & Court St
City of Watertown, Jefferson County, NY

Dear Emily:

R.K. Hite is pleased to submit the following request for a supplemental agreement for the referenced project. The supplemental agreement is necessary due to the addition of tasks not addressed in the original scope of services.

Scope of Services:

5.062 – EDPL Article 2 – Public Hearing

R.K. Hite, through its legal sub-consultant Hite & Beaumont, P.C., will provide the legal services necessary to prepare a resolution for an EDPL §206 exemption. Attached is the proposal from Hite & Beaumont to provide this service.

5.12 – EDPL Article 4 Acquisition

R.K. Hite, through its legal sub-consultant Hite & Beaumont, P.C., will provide the legal services necessary to acquire property rights from one (1) property pursuant to the New York State Eminent Domain Procedure Law (NYS EDPL). Attached is the proposal from Hite & Beaumont to provide this service.

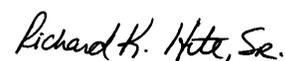
Fees:

The estimated fee to provide the above stated services is \$15,800. Please see the attached proposal from Hite & Beaumont for a breakdown of the hours and expenses.

Thank you for your consideration in this matter. Please call with any questions or comments.

Sincerely,

R.K. Hite & Co., Inc.



Richard K. Hite, Sr.
President

Attachments

HITE & BEAUMONT, P.C.

Attorneys & Counselors at Law
20 CORPORATE WOODS BLVD., 2ND FLOOR
ALBANY, NEW YORK 12211
(518) 689-0966
Fax: (518) 252-6468
Fax Service Not Accepted

June 23, 2022

Richard K. Hite, Sr.
R.K. Hite & Co., Inc.
P.O. Box 130
Avon, NY 14414

VIA ELECTRONIC TRANSMISSION ONLY

richhite@rkhite.com

Re: City of Watertown, Massey, Coffeen and Court Streets Bridge Project
PIN: 7753.62

Dear Rich:

Per your request, we are writing to provide your firm and the City of Watertown ("City") with a cost estimate for legal services relating to the acquisition of real property interests in connection with the above-referenced Project. The acquisition would be accomplished pursuant to Article 4 of the New York Eminent Domain Procedure Law ("EDPL"). This proposal includes an estimate of other necessary expenses that may be incurred in connection with the acquisition. Legal services in this matter would be provided in the capacity of a subcontractor to your firm.

We propose that the legal services in this matter be billed on an hourly fee basis. The hourly rates would be as follows: partner/principal level attorney - \$250; associate attorney - \$150; and paralegal - \$60. These rates are inclusive of ordinary postage, photocopying and telephone calls. We anticipate that the vast majority of the attorney services will be provided by a partner/principal level attorney.

As a preliminary matter, it is our understanding that an EDPL Article 2 hearing was not conducted for this Project. Consequently, it will be necessary to perform legal and factual research to determine whether the Project qualifies for an EDPL §206 exemption from the EDPL Article 2 hearing requirement, and to prepare a resolution, if necessary. We estimate that this research and document preparation will require approximately 6 hours of attorney time at a cost of approximately \$1,500.00.

Based upon our professional experience with acquiring title pursuant to EDPL §402(B), a review of documents received in connection with this Project and information that we have been provided by your company, we estimate the approximate cost of the legal services to be provided by this law firm in connection with a single EDPL Article 4

acquisition will be as follows: 1) \$10,000.00 if the proceeding is uncontested; plus 2) an additional \$3,750.00 if the Article 4 proceeding is contested. This estimate assumes that approximately 40 hours of attorney time will be required to take all actions that are necessary to obtain judicial authorization to file the acquisition map and thereafter file the acquisition map and serve the mandated notices. It further assumes that approximately 15 hours of additional attorney time will be required to perform legal research, prepare and submit responsive pleadings and memoranda of law and participate in additional Court appearances in the event of a contested proceeding.

In the course of acquiring title on behalf of the City, we anticipate that it will be necessary to perform the following tasks at the various stages of each proceeding:

1. Obtain, review and update title documents, draft an EDPL 403 certification and obtain and review acquisition maps, project appraisals, appraisal reviews, landowner contact information, any leases that may be affected, offers, final design report, relevant resolutions, and published notices.
2. Perform legal research, conduct investigation and correspond with City officials, representatives and agents in order to obtain sufficient information to prepare and file judicial petitions and required notices.
3. Provide legal counsel and advice regarding compliance with acquisition requirements imposed by the Uniform Relocation Assistance and Real Property Acquisition Act ("Uniform Act") and the EDPL, and, if necessary, prepare resolutions and other documents necessary for, or to demonstrate, compliance.
4. Prepare, execute, file, serve and/or arrange for the publication of notices, orders to show cause (if necessary), a verified petition, responsive pleadings and memoranda of law.
5. Participate in Court conferences and oral argument, if necessary.
6. Prepare and enter Vesting and/or Vesting and Deposit Order, file the acquisition map and arrange for payment or deposit into Court of the just compensation amount, if necessary.
7. Prepare, serve and/or publish and file Notice of Acquisition with proof of service.
8. Respond to landowner or other applications, if any, for distribution of deposited just compensation monies.
9. For fee interest acquisitions, calculate real property tax pro-rations as required by the Uniform Act and various agency guidelines.

Richard K. Hite, Sr.

June 23, 2022

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In addition to the cost of legal services, we estimate that the City will likely incur approximately \$550.00 in Court filing and service of process fees. In the event the proceeding involves title issues with persons or entities which cannot be located or identified, the City may also incur publication expenses in the amount of approximately \$2,500.00. The expenses associated with publishing these notices would be billed directly to the City by the publishing newspaper.

Please feel free to call or write if there is a need for any clarification or further details regarding this estimate.

Very truly yours,

HITE & BEAUMONT, P.C.

By  _____
ROBERT S. HITE

Res. No. 9

August 15, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Professional Services Agreement Supplement #4 for Construction Inspection and Management Services for the Massey St., Coffeen St., Court Street Bridge Rehabilitation Project, PIN: 775362, Fisher Associates

At the June 4, 2018 Council Meeting the City Council entered into an Agreement with Fisher Associates for the design of the Rehabilitation of Massey St., Coffeen St., and Court St. Bridge. In support of this project Fisher has submitted a proposal for the Construction Inspection and Management. The cost for Inspection and Construction Management is expected to be \$470,000.

Funding for this cost will come from the New York State Touring Route funds.

Attached is a resolution approving Supplement #4 of the agreement with Fisher Associates for Council consideration.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement Supplement #4 for Construction Inspection and Management Services for the Massey St., Coffeen St., Court St. Bridge Rehabilitation Project. PIN 775362, Fisher Associates

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, on October 2, 2017, entered into an Agreement with the New York State Department of Transportation for funding for the Rehabilitation of Massey Street, Coffeen Street, and the Court Street Bridge, and

WHEREAS the City on June 4, 2018, authorized a Professional Services Agreement between the City and Fisher Associates for the design of the Project for \$402,000, and

WHEREAS Supplemental Agreement #1 to Fisher Associates agreement was approved on July 15, 2019 for \$101,000, and

WHEREAS Supplemental Agreement #2 to Fisher Associates agreement was approved on July 6, 2022 for \$200,000, and

WHEREAS in support of this project, the cost for the inspection and construction administration services for the Project will be in the amount of \$470,000, and

WHEREAS THE City is financing this project using Federal and State Aid, and local funds, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Supplemental Agreement # 3 between the City of Watertown and Fisher Associates, a copy of which is attached and made a part of this resolution, and

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

Seconded by

**Supplemental Consultant Agreement #4
for
Massey Street, Coffeen Street & Court Street
Bridge**

PIN 7753.62

Between

City of Watertown

and



August 3, 2022

**Architectural/Engineering
Consultant Contract**

PIN 7753.62 Sponsor Contract No. _____

Agreement made this ____ day of _____, _____ by and between

City of Watertown

(municipal corporation)

having its principal office at 245 Washington Street, in the City of Watertown, NY, (to be known throughout this document as the "**Sponsor**")

and

Fisher Associates, P.E., L.S., L.A., D.P.C.,

with its office at 180 Charlotte Street, Rochester, NY 14607 (to be known throughout this document as the "**Consultant**")

WITNESSETH:

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

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

WHEREAS, the **City Manager** is authorized to enter this Contract on behalf of the Sponsor,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS CONTRACT

This contract consists of the following:

Agreement Form – This document titled "Architectural/Engineering Consultant Contract";

Attachment "A" – Project Description and Funding;

Attachment "B" – Scope of Services;

Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS

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

2.2 The CONSULTANT shall ascertain the applicable practices of the Sponsor, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Contract shall be performed in

Architectural/Engineering Consultant Contract

accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

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

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

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

(Continued next page)

Architectural/Engineering Consultant Contract

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 Contract, 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 Sponsor. • If, within the term of this Contract, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance. 	<ul style="list-style-type: none"> • Actual cost incurred in the performance of this contract as identified in Attachment C or otherwise approved in writing by the Sponsor or its representative. • Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Contract, all subject to audit. • Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Sponsor. 	<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 Sponsor and Sponsor's Representative.
ITEM II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Contract; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
ITEM III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Sponsor at the completion of the work or at the option of the Sponsor.	Salvage value	

Architectural/Engineering Consultant Contract

3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM IV	<ul style="list-style-type: none"> Overhead Allowance based on actual allowable expenses incurred during the term of this Contract, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations (FAR), sub-part 1-31.2 as modified by sub-part 1-31.105, and applicable policies and guidelines of the Sponsor, NYSDOT, and FHWA. For the purpose of this Contract, an accounting period shall be the CONSULTANT'S fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Sponsor for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges lade, 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 136%, in all events not to exceed 136%, subject to audit. 	
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 Contract 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 CONTRACT shall equal \$43,400 for Design Services. 	
ITEM VI	The Maximum Amount Payable under this Contract including Fixed Fees unless this Contract is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be \$470,000.	

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 4. INSPECTION

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

ARTICLE 5. AUDITS

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

A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e., labor, direct non-salary, overhead, and fee.

B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the Sponsor.

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

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

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

ARTICLE 7. EXTRA WORK

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

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Contract and constitutes extra work, the CONSULTANT shall promptly notify the Sponsor, in writing, of this fact prior to beginning any of the work. The Sponsor shall be the sole

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

judge as to whether or not such work is in fact beyond the scope of this Contract and constitutes extra work. In the event that the Sponsor determines that such work does constitute extra work, the Sponsor shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT CONTRACT, providing the compensation and describing the work authorized, shall be prepared and issued by the Sponsor. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Sponsor to the CONSULTANT for execution after approvals have been obtained from necessary Sponsor officials, and, if required, from the Federal Highway Administration.

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

ARTICLE 8. CONSULTING LIABILITY

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

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

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

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

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

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

ARTICLE 10. INTERCHANGE OF DATA

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 11. RECORDS RETENTION

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

ARTICLE 12. DAMAGES AND DELAYS

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

ARTICLE 13. TERMINATION

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

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

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

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

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Sponsor or its duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Sponsor for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Sponsor, the Sponsor will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 15. CODE OF ETHICS

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

ARTICLE 16. INDEPENDENT CONTRACTOR

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

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 18. TRANSFER OF AGREEMENT

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

If this provision is violated, the Sponsor may revoke and annul the Contract and the Sponsor shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the 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 Sponsor a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 20.1 PROMPT PAYMENT

While federal regulation (49 CFR 26.29) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment for all public works contract. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

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

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

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

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

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

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

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

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

- A. an existing contract for the PROJECT's 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.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

This does not preclude the CONSULTANT from being awarded a future contract covering the work described 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

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 \$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 which is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30, DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Federal Aid Requirements for Architectural/Engineering Consultant Contracts

ARTICLE 31. MISCELLANEOUS

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

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

Reference: Sponsor Contract # _____

Sponsor	Consultant
by: _____	by: _____
Date:	Date:

MUNICIPALITY:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2022 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 authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

CONSULTANT:

STATE OF NEW YORK

ss:

COUNTY OF _____

On this _____ day of _____, 2022 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 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 Consultant.

Notary Public, _____ County, N.Y.

ATTACHMENT A

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7753.62
BIN: 2220220

Term of Agreement Ends: December 2023

Main Agreement Amendment to Contract [add identifying #] Supplement to Contract #5
[add identifying #]

Phase of Project Consultant to work on:

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

Dates or term of Consultant Performance:

Start Date:

Finish Date:

PROJECT DESCRIPTION:

The Massey Street, Coffeen Street & Court Street Bridge Project involves preserving the long term integrity of Coffeen Street from the West City line to Massey Street; Massey Street from the Court Street bridge to Holcomb Street and the Court Street bridge by utilizing cyclic/element specific treatments/repairs.

Project Location:

City of Watertown

Consultant Work Type(s): See Attachment B for more detailed Scope of Services.

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

\$470,000

ATTACHMENT B

Massey Street, Coffeen Street & Court Street Bridge Project

City of Watertown

NYSDOT PIN: 7753.62

**Scope of Services
Supplemental #4**

August 3, 2022

Section 1 - General

1.01 Project Description and Location

Project Name: Massey Street, Coffeen Street & Court Street Bridge

PIN: 7753.62

Project Description/Limits: The project involves the rehabilitation of the Court Street Bridge in order to extend the service life of the structure and the roadway resurfacing of Massey Street from Court Street bridge to Holcomb Street and Coffeen Street from Massey Street to the City Line.

Sponsor: City of Watertown

City, Town, County(ies): City of Watertown, Jefferson County

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Michael Delaney, who can be reached at (315) 785-7740 or mdelaney@watertown-ny.gov.

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

Michael Delaney
City Engineer
City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

This project is assumed to be a Class II action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be 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 **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 8, 9 and 10.

1.05 Project Familiarization

Not in supplemental agreement.

1.06 Meetings

Meetings per assumptions.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the Cost Control Report. 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 **Sponsor**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the *NYSDOT Procedures for Locally Administered Federal Aid Projects (PLAFAP) Manual* including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *PLAFAP* those listed in the *PLAFAP* take precedence.

1.09 Standards & Specifications

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

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.

- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the *NYSDOT PLAFAP Manual*'

Section 2 – Data Collection & Analysis

No work to be done under Supplemental Agreement.

Section 3 - Preliminary Design

No work to be done under Supplemental Agreement.

Section 4 – Environmental

No work to be done under Supplemental Agreement.

Section 5 - Right-of-Way

No work to be done under Supplemental Agreement.

Section 6 - Detailed Design

No work to be done under Supplemental Agreement.

Section 7 - Advertisement, Bid Opening and Award

No work to be done under Supplemental Agreement.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.
- The **Consultant** will prepare record drawings.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

9.01 Equipment

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The **Consultant** will recommend inspectors to the Sponsor for approval prior to their assignment to the project. Resumes, proof of required certification and the proposed initial salary shall be furnished. The Sponsor may want to interview before approval, and reserves the right to disapprove any application. The employment of all consultant personnel is conditional, subject to satisfactory performance, as determined by the Sponsor.

For all construction inspection agreements, it is mandatory that all technician personnel be identified by the National Institute for Certification in Engineering Technologies (NICET) certification levels in the staffing tables. In addition, all Transportation Engineering Technicians-Construction assigned to the project at and above level III, Engineering and Senior Engineering Technicians, must be certified by NICET. Transportation Engineering Technicians-Construction below level III assigned to the project must have successfully completed the General Work Element requirements and at least those Special Work Elements which apply to their specific project assignments at the level of their rating.

In lieu of the NICET certification requirements, the Sponsor may accept evidence that the person proposed for employment (1) has satisfactorily performed similar duties as a former NYS Department of Transportation (NYSDOT) employee or (2) has a combination of education and appropriate experience commensurate with the scope of the position in question.

Technicians employed by the **Consultant** that perform field inspection of Portland cement concrete shall possess a current certification from the American Concrete Institute (ACI) as a Concrete field-testing Technician-Grade 1, or have completed all of the following NICET work elements, which are equivalent to the ACI certification:

NICET LEVEL	NICET CODE	NICET WORK ELEMENT
I	82019	Sample Fresh Concrete
I	82020	Slump Test
II	84068	Air Content, Pressure
II	84069	Air Content, Gravimetric
II	84070	Air Content, Volumetric
II	84076	Field Prepared Test Specimens

Inspectors designated as the responsible person in charge of work zone traffic control must have sufficient classroom training, or a combination of classroom training and experience, to develop needed knowledge and skills. Acceptable training should consist of a formal course presented by a recognized training program which includes at least two full days of classroom training. A minimum of two days classroom training is normally required, although one day of classroom training plus responsible experience may be considered. Recognized training providers include American Traffic Safety Services Association (ATSSA), National Safety Council (NSC), Federal Highway Administration's National Highway Institute (FHWA-NHI), and accredited colleges and universities with advanced degree programs in Civil/Transportation/Traffic Engineering. Former DOT employees may be considered on the basis of at least one day of formal classroom training combined with responsible M&PT experience.

Technicians employed by the **Consultant** who perform field inspection of geotechnical construction (earthwork), including, but not limited to embankment construction, subbase placement, structure and culvert backfill placement, and testing of earthwork items for in-place

density and/or gradation, shall possess a current certification and/or proof of training from the following organization:

North East Transportation Technician Certification Program (NETTCP) Soils and Aggregate Inspector Certification. An alternative to the certification/training listed above would be proof of previous training (within the past 5 years) of the NYSDOT Earthwork Inspectors School, given by the Department's Geotechnical Engineering Bureau.

9.07 Scope of Services/Performance Requirements

A Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the [NYSDOT Manual of Uniform Recordkeeping \(MURK\)](#)**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.
- 3) Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

C. Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per

Sponsor policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.

- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

D. Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained [Equitable Business Opportunities \(EBO\) database](#).

Section 10 - Estimating & Technical Assumptions

10.01 Estimating & Technical Assumptions

- Section 8 Estimate 24 meetings during the life of this agreement (not included elsewhere).
- 1 Preconstruction meeting
 - 22 biweekly meetings (11 month construction duration)
 - 1 Final walk through

Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Review of shop drawings.
- Preparation of record drawings.

Estimate 4 field visit will be made to address issues as they arise.

- Section 9 Construction Inspection will include but not be limited to:
- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
 - Preparation of as-built plans.

Estimate 2 weeks for mobilization and project start-up for the RE.

Estimate 11 months of full time inspection for the RE.

Estimate 6 months of full time inspection for a Level II Inspector.

Estimate 2 weeks for project close out for the RE.

Estimate 20% overtime while the contractor is working full time.

If the contractor works for more than 11 months a supplemental agreement would be needed.

ATTACHMENT C

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 7753.62
Name Massey Coffeen Court
Location Watertown, NY
Date Aug-22

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT (8/2022)	PROJECTED (06/2023)	2022	2023	2024	
Project Manager	VIII (A)	90.00	90.00	90.00	90.00	90.00	A
Project Manager	VII (A)	75.69	77.96	81.00	83.43	85.93	A
Resident Engineer	IV (N)	52.53	54.11	69.50	71.59	73.74	C
Engineering Technician	III (N)	43.12	44.41	45.00	46.35	47.74	C
Tech II	II (N)	32.61	33.59	37.00	38.11	39.25	C
Tech I	I (N)	24.84	25.59	31.25	32.19	33.16	C
Party Chief	III (N)	31.71	32.66	39.00	40.17	41.38	C
Instrument Person	I (N)	25.46	26.22	30.50	31.42	32.36	C
Party Chief (Field)*	III (N)	31.71	32.66	39.00	40.17	41.38	C
Instrument Person (Field)*	I (N)	25.46	26.22	30.50	31.42	32.36	C

NOTES:

- Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E, whichever is less.
- Written approval from the Regional Construction Engineer must be received by the Consultant before using titles shown in the Salary Schedule but not shown in the Staffing Table.

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.

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

		Prevailing Rate	Projected Rate	Normal Rate	Difference	Payroll Additive	Total
Party Chief (P.C.)	III (N)	\$47.37	\$48.79	\$32.66	\$16.13	\$2.18	\$18.31
Instrumentperson (I.P.)	I (N)	43.51	44.82	26.22	18.60	2.51	21.11

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

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party Chief	III (N)	\$28.05	\$6.60	\$21.45	\$0.00	\$2.90	\$24.35
Instrument Person	I (N)	28.05	3.56	24.49	0.00	3.31	27.80

Exhibit B, Page 1
 Estimate of Expendable Direct Non-Salary Cost

FISHER ASSOCIATES, PE, LS, LA, DPC
 D and PIN 7753.6
 Name Massey Coffeen Court
 Location Watertown, NY
 Date Aug-22

1. TRAVEL

a) On-Job Travel -

2 inspectors x	21 days/month x	10 months x	15 miles/day @	\$0.625 /mile	\$3,937.50
4 site visits from Syracuse			160 miles/day @	\$0.625 /mile	\$400.00
24 progress meetings from Syracuse			160 miles/day @	\$0.625 /mile	\$2,400.00
Per Diem		people for	days @	\$55.00 /day	\$0.00
Lodging		people for	nights @	\$96.00 /night	\$0.00
Tolls		trips @	/trip		\$0.00
Rental Car		days @	\$50.00 /day		\$0.00

TOTAL TRAVEL ----- \$6,737.50

2. OWNER'S PROTECTIVE INSURANCE (Estimated)

3. EXPENDABLE EQUIPMENT

APPIA 3 @ \$1,900.00 = \$5,700.00

 \$5,700.00

4. POSTAGE, SHIPPING AND PRINTING (Estimated)

8 months @	0 mailings/month	\$2.80 per mailing	\$0.00
months @	0 deliveries/month	\$15.00 per delivery	\$0.00

TOTAL MAILINGS & DELIVERIES ----- \$0.00

TOTAL DIRECT NON-SALARY COST ----- \$12,437.50

MATERIAL TESTING SUBCONTRACTOR \$17,500.00

TOTAL SUB-CONTRACTOR COST ----- \$17,500.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC

D and PIN 7753.62
Name Massey Coffeen Court
Location Watertown, NY
Date Aug-22

Item IA, Direct Technical Salaries (estimated) subject to audit	\$164,554
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	6,314
Item IIA, Expendable Direct Non-Salary Cost (estimated) subject to audit	12,438
Item IIB Nonexpendable Direct and subject to audit (Sub-Contractor Cost)	17,500
Item III, Overhead (136%) (estimated) subject to audit	223,793
Item IV, Net Fee (negotiated)	43,400
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	0
Total Estimated Cost	\$467,999
MAXIMUM AMOUNT PAYABLE	\$470,000

Res No. 10

August 8, 2022

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2022-25 Huntington St. Retaining Wall Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Huntington St. Retaining Wall Replacement Project, per City specifications.

The Purchasing Department publicly opened and read the sealed bids on August 5, 2022, at 2:00 pm local time. The Purchasing Department received five (5) sealed bid submittals and the bid tabulations are shown below:

VENDOR	Heritage Masonry Restoration	Charles T. Driscoll Masonry	Powis Contracting	Upstate Restoration of NY	On Point Excavation & Consulting
LOCATION	Syracuse, NY	Skanateles, NY	Copenhagen, NY	Pulaski, NY	Dexter, NY
TOTAL BASE BID	\$38,000.00	\$71,328.00	\$135,500.00	\$68,640.00	\$58,000.00

The Purchasing and Engineering Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Huntington St. Retaining Wall Replacement Project to Heritage Masonry Restoration, Inc. as the lowest responsive responsible bidder at total price of **\$38,000.**

The Huntington St. Retaining Wall Replacement Project is funded from the General Fund by funds appropriated by the City Council within the fiscal year 2022-23 Adopted Budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Huntington St.
Retaining Wall Project from Heritage
Masonry Restoration, Inc.

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Huntington Street Retaining Wall Replacement Project, and

WHEREAS bid invitations were published, and sealed bids submitted to the Purchasing Department, and

WHEREAS on Friday, August 5, 2022, at 2:00 p.m., the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department, and it is their recommendation that the City Council accept the bid submitted by Heritage Masonry Restoration, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of Heritage Masonry Restoration, Inc. in the amount of \$38,000.00, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Heritage Masonry Restoration, Inc.

Seconded by



City of Watertown					
245 Washington St Suite 302					
Watertown, NY 136001					
Huntington St. Retaining Wall Restoration Project					
Bid #2022-25					
Bid Opening Date: 8/5/22 @ 2:00 pm					
<i>The following results are bids as presented at the bid opening and do not represent an award.</i>					
VENDOR	Heritage Masonry Restoration	Charles T. Driscoll Masonry	Powis Contracting	Upstate Restoration of NY	On Point Excavation & Consulting
LOCATION	Syracuse, NY	Skaneateles, NY	Copenhagen, NY	Pulaski, NY	Dexter, NY
TOTAL BASE BID	\$38,000.00	\$71,328.00	\$135,500.00	\$68,640.00	\$58,000.00

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
STREETS**

PROJECT DESCRIPTION	COST
<p>Huntington Street Stone Retaining Wall Repointing Restoration</p> <p>This project includes restoration work to the existing Stone Retaining Wall due to severely deteriorated mortar and now is reverted back to sand composite. The mortar deterioration is causing the Stone Retaining Wall structure to be compromised and therefore mortar repointing is critically necessary.</p> <p>Restoration Project includes removal of plant life, mortar repointing, replacing missing stone, and cleaning the Stone Wall.</p> 	<p>\$60,000</p>
<p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	
TOTAL	\$60,000

Res No. 11

August 9, 2022

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan for the Construction of a 256 sq. ft. cooler addition, a 34 sq. ft. pre-pay window and a second drive-thru lane at 945 Arsenal Street, Parcel Number 9-11-138.000

Stephanie Albright, P.E., of APD Engineering on behalf of Lobdell Enterprises LLC, has submitted a request for the above subject Site Plan Approval.

The City of Watertown Planning Board reviewed the request at its meeting held on August 4, 2022 and voted to recommend that the City Council approve the site plan with the conditions listed in the resolution. Attached is an excerpt from the Planning Board meeting minutes.

The original Staff Report prepared for the Planning Board, the Site Plan application, original drawings, and other related materials were all previously sent to Council as part of the August Planning Board agenda packages. The complete application package is also available in the online version of the City Council agenda. A copy of the revised site plan that was presented at the August 4, 2022 Planning Board meeting is attached. A full-sized copy of the site plan will also be on display in the City Council Chamber.

City Planning Staff referred the application to the Jefferson County Planning Board pursuant to New York State General Municipal Law Section 239-m for consideration at its May 31, 2022, meeting, at which the County Planning Board determined that the project was of local concern only. As a result, the City Council is now free to make a final decision.

In addition, the applicant was granted an area variance by the Zoning Board of Appeals on July 20, 2022, to reduce the required five (5) foot side yard landscape buffer along the eastern property line.

The applicant has completed Part 1 of the SEQR Short Environmental Assessment Form (EAF). The City Council must complete Part 2, and Part 3, if necessary, of the Short EAF before it may vote on the resolution.

The resolution prepared for City Council consideration states that the project will not have a significant negative impact on the environment and approves the site plan submitted to the City Planning and Community Development Department on August 4, 2022, with the conditions listed in the resolution.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 256 sq. ft. cooler addition, a 34 sq. ft. pre-pay window and a second Drive-thru Lane at 945 Arsenal Street, Parcel Number 9-11-138.000

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

Introduced by

WHEREAS Stephanie Albright, P.E., of APD Engineering on behalf of Lobdell Enterprises LLC, has submitted an application for Site Plan Approval to construct a 256 sq. ft. cooler addition, a 34 sq. ft. pre-pay window and a second drive-thru lane at 945 Arsenal Street, Parcel Number 9-11-138.000, and

WHEREAS the Jefferson County Planning Board reviewed the application at its May 31, 2022, meeting, pursuant to Section 239-m of New York State General Municipal Law, and determined the proposal was of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meeting held on August 4, 2022, and voted to recommend that the City Council of the City of Watertown approve the site plan with the following conditions:

1. The Fire department will need to be consulted to confirm that the location of the hydrants are adequate with the addition of the second drive thru or if an additional hydrant would be needed.
2. The applicant must obtain the following permits, minimally, prior to demolition and construction: Demolition Permit, Building Permit, and a Zoning Compliance Certificate.

And,

WHEREAS the applicant was granted an area variance by the Zoning Board of Appeals on July 20, 2022, to reduce the required five (5) foot side yard landscape buffer along the eastern property line, and

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is an Unlisted Action and will not have a significant impact on the environment, and

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 256 sq. ft. cooler addition, a 34 sq. ft. pre-pay window and a second Drive-thru Lane at 945 Arsenal Street, Parcel Number 9-11-138.000

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant impact on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this Site Plan Approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Code Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan, which, in the opinion of the City Engineer, would require Amended Site Plan Approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Code Enforcement Officer is directed to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that Site Plan Approval is hereby granted to Stephanie Albright, P.E., of APD Engineering on behalf of Lobdell Enterprises LLC to construct a 256 sq. ft. cooler addition, a 34 sq. ft. pre-pay window and a second drive-thru lane at 945 Arsenal Street, Parcel Number 9-11-138.000, as depicted on the site plan submitted to the City Planning and Community Development Department on August 4, 2022, contingent upon the applicant meeting the conditions listed above.

Seconded by:

Project:

Date:

***Short Environmental Assessment Form
Part 2 - Impact Assessment***

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Short Environmental Assessment Form

Part 1 - Project Information

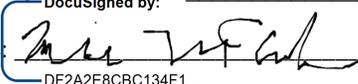
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

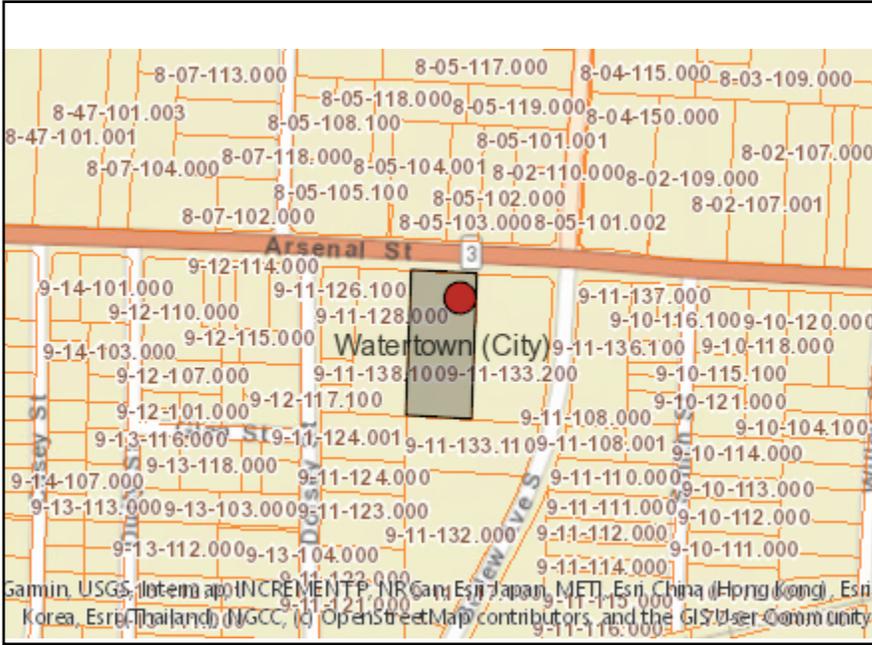
Part 1 – Project and Sponsor Information			
Name of Action or Project: <p style="text-align: center; margin: 0;">Taco Bell</p>			
Project Location (describe, and attach a location map): <p style="text-align: center; margin: 0;">945 Arsenal Street, Watertown, NY 13601</p>			
Brief Description of Proposed Action: Project scope will include the addition of a second drive-thru/order lane to the existing Taco Bell restaurant. A pre-pay window and expanded cooler will be added on to the building. The parking area will be expanded into the lawn area south of the site. In consideration to the increased impervious area, a detention basin will be installed on the remaining lawn area to the south of the proposed parking extension.			
Name of Applicant or Sponsor: Lobdell Enterprises LLC		Telephone: (315) 451-1957	
		E-Mail: mikem@hrgweb.com	
Address: <p style="text-align: center; margin: 0;">PO Box 1269, 745 South Garfield Ave Ste A</p>			
City/PO: <p style="text-align: center; margin: 0;">Traverse City</p>		State: <p style="text-align: center; margin: 0;">MI</p>	Zip Code: <p style="text-align: center; margin: 0;">49685</p>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: <p style="text-align: center; margin: 0;">Watertown City Council</p>		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<u>1.36</u> acres	
b. Total acreage to be physically disturbed?		<u>0.85 ±</u> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<u>1.36</u> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? (Existing connection, no proposed modifications) If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? (Existing connection, no proposed modifications) If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat, Northern Long-...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: Stormwater will run to a on-site stormwater facility then flow into existing stormdrains on site.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
The purpose is to catch any extra stormwater runoff created due to the increased impervious area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: Mike McCracken	Date: 5/9/2022	
Signature: 	Title: Director of Development	
DF2A2E8CBC134F1...		

EAF Mapper Summary Report

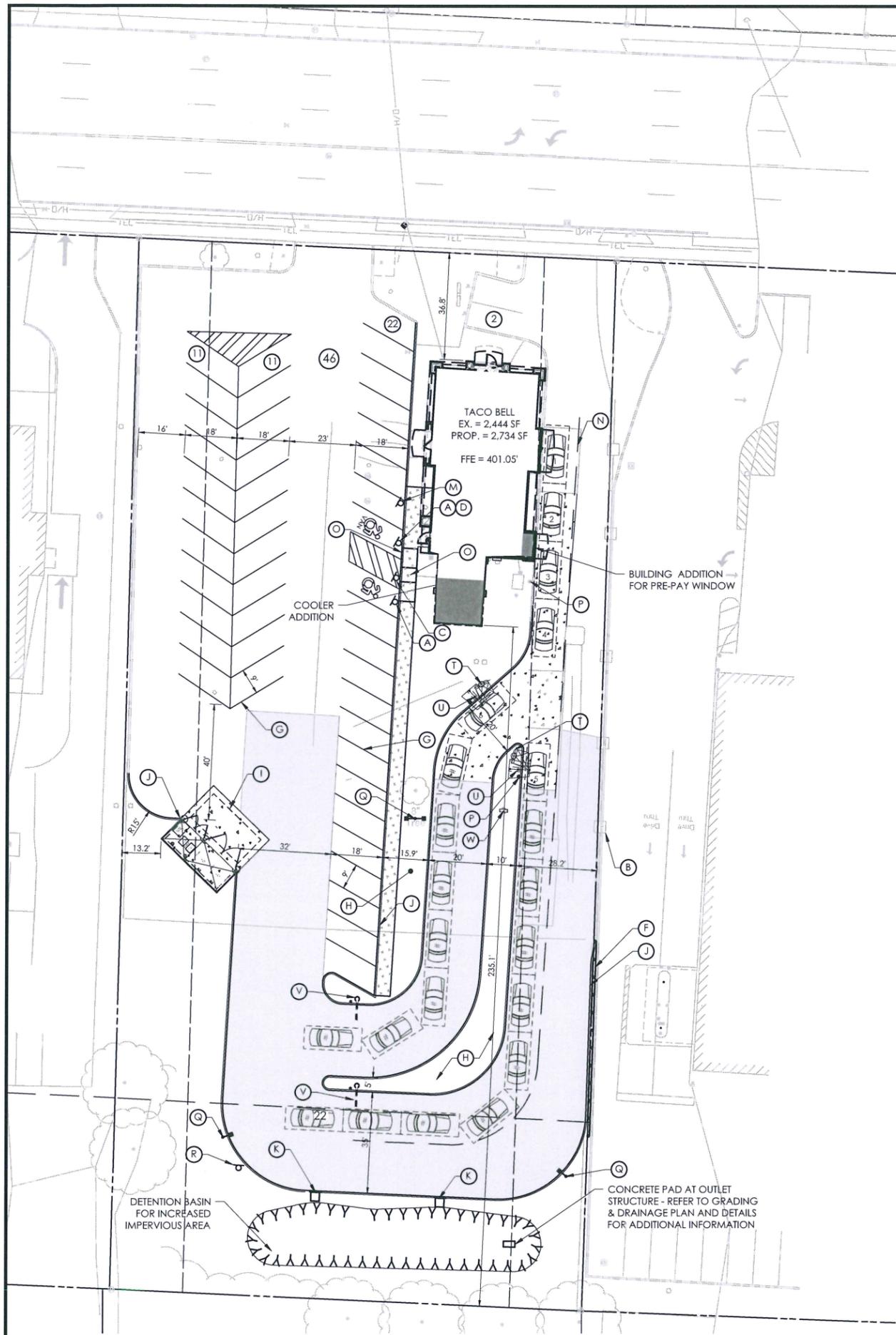
Wednesday, May 4, 2022 2:26 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat, Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

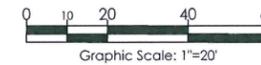


SITE LEGEND:

- (A) ACCESSIBLE PARKING SIGN, POST & BOLLARD (REFER TO DETAIL)
- (B) GUIDE RAIL TO REMAIN (REFER TO DETAIL)
- (C) "NO PARKING ANY TIME" SIGN, POST & BOLLARD (REFER TO DETAIL)
- (D) "VAN ACCESSIBLE" SIGN (REFER TO DETAIL)
- (E) NOT USED
- (F) CORRUGATED BEAM GUIDE RAIL (REFER TO DETAIL)
- (G) SYSL/4" PARKING STALL STRIPING
- (H) LAWN/MULCH AREA (REFER TO PLANTING PLAN FOR DELINEATION)
- (I) CONCRETE PAD (REFER TO OUTLET STRUCTURE DETAIL)
- (J) CONCRETE CURB (REFER TO DETAIL)
- (K) CURB CUT (REFER TO DETAIL)
- (L) NOT USED
- (M) GREASE INTERCEPTOR WARNING SIGN
- (N) SINGLE WHITE DASHED LINE/4" WIDE
- (O) ADA RAMP AND DETECTABLE WARNING (REFER TO DETAIL)
- (P) BOLLARDS (REFER TO ARCH. PLAN DETAIL)
- (Q) LIGHT POLE (REFER TO DETAIL)
- (R) ONE WAY SIGN, LEFT ARROW (REFER TO DETAIL)
- (S) NOT USED
- (T) MENU BOARD (REFER TO DETAIL)
- (U) SPEAKER BOX AND CANOPY (REFER TO DETAIL)
- (V) CLEARANCE BAR (REFER TO DETAIL)
- (W) PREVIEW BOARD (14.5' FROM SPEAKER BOX)

REFERENCE:

1. FINAL SURVEY, SV 1 OF 1, LAST REVISED ON MARCH 28, 2022, PREPARED BY JACOBS SURVEYING.
2. CONNECTEXPLORER ONLINE ORTHOGRAPHIC HI-RES IMAGERY BY EAGLEVIEW DATED 06/03/2017.



AS REQUIRED BY NEW YORK STATE LAW, CONTRACTOR SHALL CONTACT "DIG SAFELY NEW YORK" (UFPD) @ 1-800-962-7962 FOR LOCATION STAKE-OUT OF ALL UTILITIES. AT LEAST 2 FULL WORKING DAYS PRIOR TO ANY EXCAVATION.

LEGEND OF EXISTING FEATURES

REFER TO THE SURVEY PREPARED BY JACOBS SURVEYING

LEGEND OF IMPROVEMENTS

- BACK OF CURB / FACE OF CURB
- FACE OF CURB/BACK OF CURB
- SUBJECT PARCEL PROPERTY LINE
- SETBACK LINE
- PROPOSED BUILDING
- HEAVY DUTY CONCRETE (REFER TO DETAIL)
- REGULAR DUTY SIDEWALK (REFER TO DETAIL)
- HEAVY DUTY PAVEMENT (REFER TO DETAIL)
- BUILDING EXPANSION AREA
- LIGHT POLES
- SITE SIGN & "STOP" LETTERING
- PAINTED VAN ACCESSIBLE PARKING SYMBOL (REFER TO DETAILS)
- PAINTED ACCESSIBLE PARKING SYMBOL (REFER TO DETAIL)
- PAINTED PARKING ISLAND AREA TO BE STRIPED WITH 4" SYSL @ 2' O.C. AND AT 45° TO PARKING SPACE
- PAINTED PARKING LOT DRIVE AISLE ARROWS (REFER TO DETAIL)
- APPROXIMATE LIMITS OF PROPOSED DETENTION BASIN (REFER TO GRADING AND DRAINAGE PLAN)

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

AUG 04 2022

RECEIVED
CITY OF WATERTOWN, NY

SITE DATA:

LOCAL JURISDICTION:	CITY OF WATERTOWN
ZONING CLASSIFICATION:	COMMERCIAL
PERMITTED USES:	RESTAURANT OR OTHER PLACE FOR THE SERVING OF FOOD AND BEVERAGES.
OWNER:	LOBDELL ENTERPRISES LLC
PROPERTY ACREAGE:	1.364 ACRES (± 59,415 SF)

BUILDING AREA:	
EXISTING:	2,316 SF + 128 SF (WALK-IN COOLER) = 2,444 SF TOTAL
PROPOSED:	2,316 SF + 384 SF (WALK-IN COOLER) + 34 SF (DT WINDOW) = 2,734 SF TOTAL

BULK REQUIREMENTS	REQUIRED	EXISTING	PROPOSED	VARIANCE REQUIRED
FRONT YARD	20	36.8 FT	36.8 FT	NO
REAR YARD	25	250.5 FT	235.1 FT	NO
SIDE YARD	5	24.1 FT	24.1 FT	NO
SIDE YARD LANDSCAPE BUFFER	5	0 FT	0 FT	YES
PARKING REQUIREMENT	5 PARKING SPACE FOR 1,000 SF OF FLOOR SPACE 2,734 Proposed = 14 SPACES	48 SPACES	46 SPACES	NO

NOTES:
1. VARIANCE GRANTED AT JULY 20, 2022 ZBA MEETING.

Issued:	Date:
A City of Watertown	05/18/22
B City of Watertown - ZBA	06/08/22
C City of Watertown	07/27/22
D	
E	
F	
G	
H	

Revisions:	Date:
1 Pavement/concrete limits	07/27/22
2	
3	
4	
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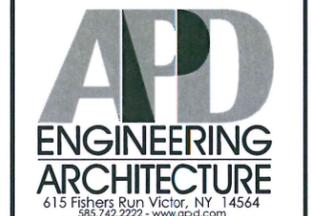


CIVIL ENGINEER OF RECORD
Name: Stephanie L. Albright
New York License No.: 087051
Exp. Date: December 31, 2023
Firm Reg. No.: 0014815
Exp. Date: December 31, 2023

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A P D Engineering & Architecture PLLC

Drawing Alteration
It is a violation of law for any person, unless acting under the direction of licensed Architect, Professional Engineer, Landscape Architect, or Land Surveyor to alter any item on this document in any way. Any licensee who alters this document is required by law to affix his or her seal and to add the notation "Altered By" followed by his or her signature and the specific description of the alteration or revision.

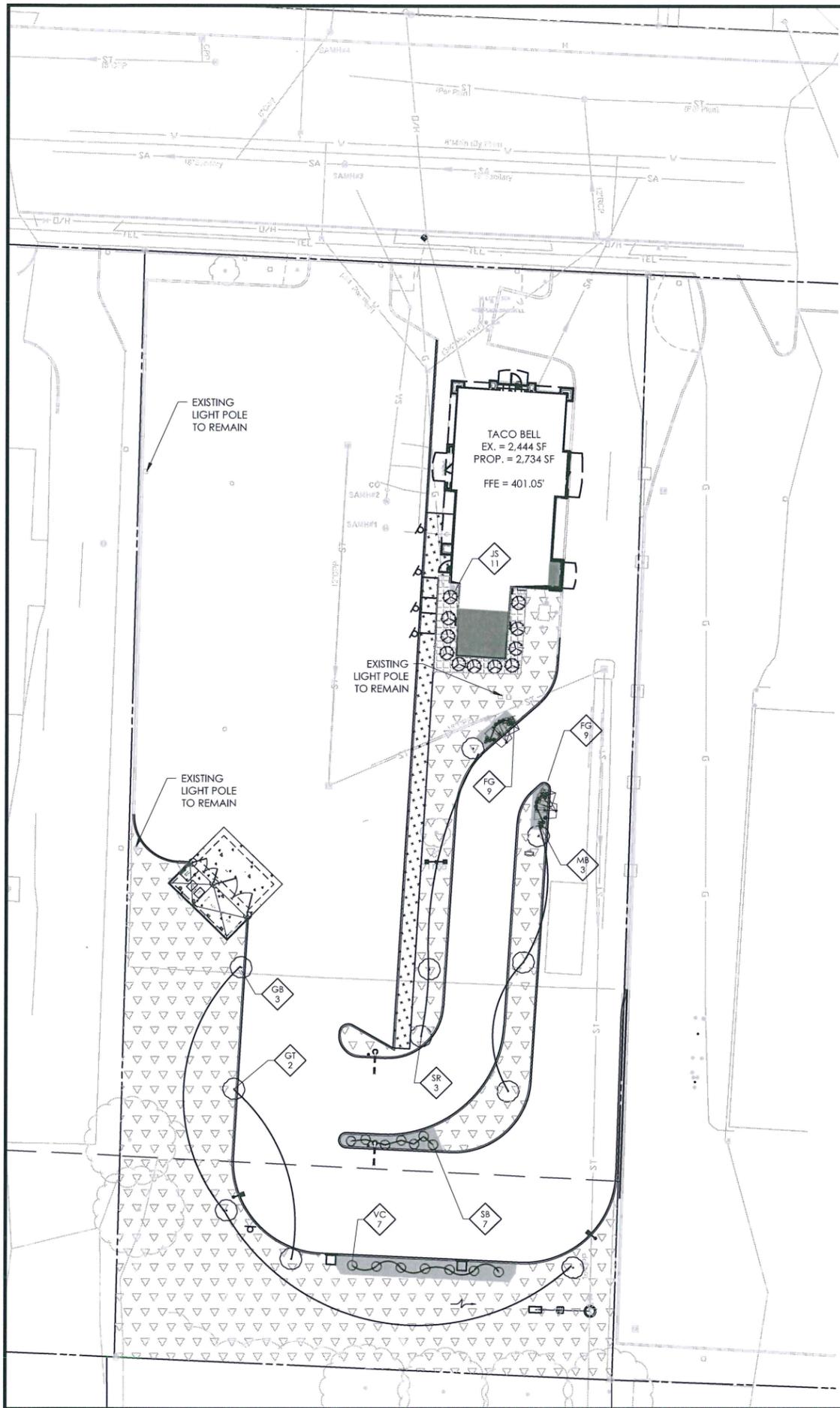
DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Engineer of Record with any need for additional dimensions or clarifications.



Hospitality Syracuse, Inc.
290 Elwood Davis Road
Suite 320
Liverpool, NY 13088
315-451-1927
315-451-9625

Taco Bell
City of Watertown
945 Arsenal St (Tax ID: 09-11-138.10)
Watertown, NY 13601
Jefferson County
Project Name & Location:

Site Plan	
Drawing Name:	Project No.
Date: 03/29/22	22-0145
Type: Remodel	
Drawn By: SLA	C2
Scale: 1" = 20'	Drawing No.



LANDSCAPE NOTES:

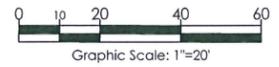
- REFER TO SPECIFICATIONS FOR SEED MIXES AND ADDITIONAL INFORMATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY TAKEOFF.
- THE CONTRACTOR SHALL PERFORM A ROUGH FIELD STAKE OUT OF ALL PLANT MATERIAL AND SHRUB BEDS. LOCATIONS SHOWN ON THE PLAN CONVEY DESIGN INTENT ONLY. ACTUAL LOCATIONS WILL BE AS DIRECTED BY THE OWNER AT THE TIME OF INSTALLATION.
- THE CONTRACTOR IS HEREBY NOTIFIED THAT UNDERGROUND UTILITIES EXIST. CONTRACTOR SHOULD OBTAIN CURRENT UTILITY RECORD MAPS AND NOTIFY ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK.
- STAKE PLANTS AS INDICATED OR AS APPROVED IN THE FIELD. IF OBSTRUCTIONS ARE ENCOUNTERED THAT ARE NOT SHOWN ON THE DRAWINGS, DO NOT PROCEED WITH PLANTING OPERATIONS UNTIL ALTERNATIVE PLANT LOCATIONS HAVE BEEN SELECTED. STAKES AND WRAPPING ARE TO BE REMOVED BY THE CONTRACTOR AT THE END OF THE GUARANTEE PERIOD.
- SHRUBS SHALL NOT BE PLACED WITHIN TWO (2) FEET OF A CURB.
- TREES SHALL BE A MINIMUM OF 5' FROM ROOT BALL TO UNDERGROUND UTILITIES AND 20' FROM OVERHEAD UTILITIES.

LIGHTING NOTES:

- CONTRACTOR TO REFER TO DETAIL FOR LIGHT POLE BASES.
- CONTRACTOR TO REFER TO ELECTRICAL PLANS FOR CONDUIT ROUTING OF LIGHT POLES AND PYLON SIGN AND FOR LIGHTING AND WIRING SCHEDULE.
- LIGHT POLES PLACED BEHIND CURBING SHALL BE A MINIMUM OF 2' FROM THE FACE OF CURB TO THE OUTER EDGE OF THE LIGHT POLE BASE.
- CONTRACTOR SHALL INSPECT CONDITION OF LIGHT POLES. IF RUST IS PRESENT, SANDBLAST AND PAINT TO MATCH NEW POLES.
- LIGHT POLES THAT HAVE BEEN RUSTED THROUGH SHALL BE REPLACED. CONTRACTOR TO COORDINATE AND CONFIRM THAT THE BOLT PATTERN OF THE EXISTING CONCRETE POLE BASE MATCHES THAT OF THE PROPOSED LIGHT POLE REPLACEMENT.
- CONTRACTOR SHALL REPAIR EXISTING CONCRETE LIGHT POLE BASES AS NEEDED.

REFERENCE:

- FINAL SURVEY, SV 1 OF 1, LAST REVISED ON MARCH 28, 2022. PREPARED BY JACOBS SURVEYING.
- CONNECTEXPLORER ONLINE ORTHOGRAPHIC HI-RES IMAGERY BY EAGLEVIEW DATED 06/03/2017.



AS REQUIRED BY NEW YORK STATE LAW, CONTRACTOR SHALL CONTACT "DIG SAFELY NEW YORK" (UFPO) @ 1-800-962-7962 FOR LOCATION STAKE-OUT OF ALL UTILITIES, AT LEAST 2 FULL WORKING DAYS PRIOR TO ANY EXCAVATION.

LEGEND OF EXISTING FEATURES

REFER TO THE SURVEY PREPARED BY JACOBS SURVEYING

LEGEND OF IMPROVEMENTS

- SUBJECT PARCEL PROPERTY LINE
- PROPOSED BUILDING
- ST --- STORM SEWER & STRUCTURES
- LIGHT POLES
- SHRUBS/BUSHES
- DECIDUOUS TREE
- ▽▽▽▽ LAWN SEED MIX
- BARK MULCH BED
- ▤▤▤▤ RIVER ROCK MULCH BED

Issued:	Date:
A City of Watertown	05/18/22
B City of Watertown	07/27/22
C	
D	
E	
F	
G	
H	

Revisions:	Date:
1 Pavement/concrete limits	07/27/22
2	
3	
4	
5	
6	
7	
8	



CIVIL ENGINEER OF RECORD
 Name: Stephanie L. Albright
 New York License No.: 087051
 Exp. Date: December 31, 2023
 Firm Reg. No.: 0014815
 Exp. Date: December 31, 2023

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

AUG 04 2022

RECEIVED
 CITY OF WATERTOWN, NY

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 A P D Engineering & Architecture PLLC
 Drawing Alteration
 It is a violation of law for any person, unless acting under the direction of licensed Architect, Professional Engineer, Landscape Architect, or Land Surveyor to alter any item on this document in any way. Any licensee who alters this document is required by law to affix his or her seal and to add the notation "Altered By" followed by his or her signature and the specific description of the alteration or revision.
 DO NOT SCALE PLANS
 Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Engineer of Record with any need for additional dimensions or clarifications.



Hospitality Syracuse, Inc.
 290 Elwood Davis Road
 Suite 320
 Liverpool, NY 13088
 315-451-1957
 315-451-9623

Taco Bell
 City of Watertown
 945 Arsenal St (Tax ID: 09-11-138.10)
 Watertown, NY 13601
 Jefferson County
 Project Name & Location:

Planting and Lighting Plan
 Drawing Name:
 Project No. 22-0145
 Date: 03/29/22
 Type: Remodel
 Drawn By: SLA
 Scale: 1" = 20'
 Drawing No. C4

PLANT LIST						
QUANT.	KEY	LATIN NAME	COMMON NAME	CAL.	ROOTS	HT. OR. SP
3	MB	MALLUS BACCATA	SNOW CRAB APPLE		B&B	20'-25' HT
7	SB	SPIRAEA BUMALDA 'GOLD FLAME'	GOLD FLAME SPIREA		#2 CONT.	24" HEIGHT AT PLANTING, 8' O.C
18	FG	FESTUCA GLAUCA	ELIJAH BLUE FESCUE		#2 CONT.	12" HT, 18" O.C.
7	VC	VIBURNUM CARLESII	KOREANSPICE VIBURNUM		B&B	24" HT (AT PLANTING), 8' O.C
11	JS	JUNIPERUS SCOPULORUM 'SKYROCKET'	SKYROCKET JUNIPER		B&B	24" HT (AT PLANTING)
3	SR	STRINGA RETICULATA	IVORY PILLAR JAPANESE TREE		#2 CONT.	20'-25' HT
3	GB	GINKGO BILOBA	AUTUMN GOLD GINKO		B&B	30'-50' HT
2	GT	GLEDITSIA TRIACANTHOS	THORNLESS HONEYLOCUST		B&B	35' HT

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CALCULATION POINTS @ GRADE	ILLUMINANCE	Fc	1.09	10.3	0.0	N.A.	N.A.
NEW PARKING	ILLUMINANCE	Fc	2.48	7.6	0.2	12.40	36.00

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	LDD	LLF	Arr. Lum. Lumens	Arr. Watts
—A—	2	A	SINGLE	MRM-LED-24L-SIL-FT-50-70CRI-SINGLE-25' MH	1,000	1,000	1,000	25964	176
—B—	1	B	D180°	MRM-LED-24L-SIL-FT-50-70CRI-D180-25' MH	1,000	1,000	1,000	51928	352

Res No. 12

August 9, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 1 for the Hydro Plant Upper Safety Rack Replacement Project, DC Building Systems, Inc.

The City Council accepted the bid for the Hydro Plant Upper Safety Rack Replacement Project from DC Building Systems, Inc. in the amount of \$89,900.00 on July 19, 2021.

During construction, the condition of the existing concrete required the moving of the I-beams, which lead to replacing the support hooks. DC Building Systems, Inc. has submitted a change order request in the amount of \$4,729.20 for the additional work.

A resolution approving Change Order No. 1 in the amount of \$4,729.20 as submitted by DC Building Systems, Inc. has been prepared for City Council's review and approval.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for the Hydro Plant Upper Safety Rack Replacement Project, DC Building Systems, Inc.

- Council Member HICKEY, Patrick J.
- Council Member PIERCE, Sarah V.C.
- Council Member RUGGIERO, Lisa A.
- Council Member OLNEY III, Clifford G.
- Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council accepted the bid for the Hydro Plant Upper Safety Rack Replacement Project from DC Building Systems, Inc. (Contractor) in the amount of \$89,900 on July 19, 2021 and

WHEREAS additional work beyond the scope of the contract for the project was performed by the Contractor, and

WHEREAS the Contractor. has submitted a change order request for the additional work and materials in the amount of \$4,729.20,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 for the Hydro Plant Upper Safety Rack Replacement Project in the amount of \$4,729.20 as submitted by DC Building Systems, Inc., and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Change Order No. 1 on behalf of the City of Watertown.

Seconded by

Change Order

No. 1

Date of Issuance: 08/08/2022 Effective Date: 08/08/2022

Project: Hydro Plant Upper Safety Rack Replacement Project	Owner: City of Watertown	Owner's Contract No.: 2021-21
Contract: Hydro Plant Upper Safety Rack Replacement Project		Date of Contract: 03/08/2021
Contractor: DC Building Systems, Inc.		Engineer's Project No.: 2021-21

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

Description: The condition of the existing concrete required the moving of the I-Beams. The moving of the I-Beams lead To the need to move the support hooks. The additional work was the removal of the old hook, and the supply and Installation of the new hook.

Attachments: (List documents supporting change): **Attached is the material invoices, and the certified payroll.**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>89,900.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>89,900.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] of this Change Order: \$ <u>4,729.20</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>94,629.20</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



SITE DEVELOPMENT / PRE-ENGINEERED BUILDINGS

CONTRACT CHANGE ORDER FORM

DATE OF REQUEST:	August 2, 2022
CHANGE ORDER NO.:	001
PROJECT/CONTRACT NO.:	221-921

PROJECT NAME:	Hydro Plant Safety Rack Replacement
LOCATION OF WORK:	Watertown Hydro Dam

CONTRACTOR:	DC Building Systems, Inc. 19086 US Route 11 Watertown, NY 13601
TEL:	(315) 785-9884
FAX:	(315) 785-9767

OWNER:	City of Watertown 245 Washington Street Watertown, NY 13601
TEL:	
FAX:	

ENGINEER:	City of Watertown
TEL:	
FAX:	

ENGINEER:	-
TEL:	-
FAX:	-

CHANGE REQUEST OVERVIEW

REASON FOR CHANGE:	Unforeseeable existing conditions underwater elevations.
DESCRIPTION OF CHANGE:	The intent of the project was to rebuild the existing safety racks and replace them in kind in their original position. The existing S beams were found to have been poured in place instead of bolted in as assumed by contract documents. Field changes were necessary to relocate the beams into suitable concrete. Additionally larger diameter and longer bolts were used in conjunction with epoxy adhesive to find suitable concrete that was still in good condition for mounting structural beams.
SUPPORTING DOCUMENTATION:	Material Invoices Additional Work Summary

CHANGE IN CONTRACT PRICING

ORIGINAL CONTRACT PRICE:	\$	89,900.00
NET CHANGES OF PREVIOUS CHANGE ORDERS:	\$	-
NET INCREASE/DECREASE FROM THIS CHANGE ORDER:	\$	4,729.20
TOTAL CONTRACT PRICE WITH APPROVED CHANGES:	\$	94,629.20

CHANGE IN CONTRACT TIMES (IN DAYS)

ORIGINAL CONTRACT COMPLETION	
NET CHANGES OF PREVIOUS CHANGE ORDERS:	-
NET INCREASE/DECREASE FROM THIS CHANGE ORDER:	
CONTRACT COMPLETION WITH APPROVED CHANGES:	

CONTRACTOR REPRESENTATIVE:	
DATE:	8/2/2022
PRINTED NAME:	Adam Powers
TITLE:	Project Manager

OWNER REPRESENTATIVE:	(Signature)
DATE:	
PRINTED NAME:	
TITLE:	

ENGINEER REPRESENTATIVE:	(Signature)
DATE:	
PRINTED NAME:	
TITLE:	

ENGINEER REPRESENTATIVE:	(Signature)
DATE:	
PRINTED NAME:	
TITLE:	



SITE DEVELOPMENT / PRE-ENGINEERED BUILDINGS

Anchors & Epoxy	\$ 1,523.35
Hooks	\$ 298.45
Sag Rods	\$ 103.20
Additional welding & Demo Time (1 Day - 3 Men)	\$ 2,016.00
	\$ 3,941.00
Subcontractors O&P	\$ 591.15
Prime Contractors O&P	\$ 197.05
Total Additional Cost	\$ 4,729.20



Bill-To Address

HUOT WELDING SERVICE INC
 17325 STAR SCHOOL RD
 DEXTER NY 13634



Quotation 925417872

Order Type:	Quotation	Customer Number:	9031436
Creation Date:	07/25/2022	Purchase Order No.:	quote
Our Contact:	Joshua Tice	Your Reference:	
		Your Main Contact:	Mr. MICHAEL HUOT
		Your Main Contact Tel.:	315-785-1998

Delivery Address HUOT WELDING SERVICE INC, 17325 STAR SCHOOL HOUSE RD, DEXTER NY 13634-4001

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
2123401	Epoxy adh RE 500-V3 11.1oz/330ml	9 EA	58.79 EA	529.11
2198012	Anchor rod HAS-E-55 1"x20"	12 ZPX of 2 EA = 24 EA	80.27 ZPX	963.24
			Items Total	1,492.35
			Freight	31.00
			Total net value	1,523.35
			Sales Tax	121.87
			Final Total	1,645.22
			USD	

All transactions subject to Hilti's Terms and Conditions available at www.hilti.com.
 Price subject to change without notice.

Metal Man Services
 (A Division of Kenal Services Corp.)
 1109 Water Street
 Watertown, NY 13601



Bill To

Huot Welding Service
 17325 Star School House Rd
 Dexter, NY 13634
 EMAIL INVOICES

Invoice

Kenal Services Corp.
 Federal ID# 20-1420291
 DUNS: 17-577-8401 Cage Code: 352Q5
 NYS SFS Vendor ID: 1000016569

Date	Invoice #	P.O. No.	Terms	Ship Via	Project
7/22/2022	1177915		Net 30		
Quantity	Description	Rate	Amount		
90	(90) 1/4 x 1 HRF bars bent to form angle clip - 2" id x 3-1/2" id	3.31611	298.45		
Customer Signature		Subtotal	\$298.45		
		Sales Tax (8.0%)	\$0.00		
		Total	\$298.45		

COPY



Metal Man Services
 (A Division of Kenal Services Corp.)
 1109 Water Street - Watertown, NY 13601
 (315) 788-9226 - (800) 498-7833 - Fax (315) 788-9440
 www.metalmanservices.com

Payments/Credits	\$0.00
Balance Due	\$298.45

Metal Man Services
 (A Division of Kenal Services Corp.)
 1109 Water Street
 Watertown, NY 13601



Bill To

Huot Welding Service **CHARGE SALE**
 17325 Star School House Rd
 Dexter, NY 13634
 EMAIL INVOICES

Invoice

Kenal Services Corp.
 Federal ID# 20-1420291
 DUNS: 17-577-8401 Cage Code: 352Q5
 NYS SFS Vendor ID: 1000016569

Date	Invoice #	P.O. No.	Terms	Ship Via	Project
7/21/2022	1177891		Net 30		
Quantity	Description	Rate	Amount		
1	(1) 20' Length of 3/4" HROD Cut into (3) PCS Each PC was threaded on one end, 4" worth <i>Sage Rods</i> <i>Hydro</i>	103.20	103.20		
Customer Signature		Subtotal	\$103.20		
		Sales Tax (8.0%)	\$0.00		
		Total	\$103.20		

COPY



A+
 BBB Rating
 as of
 12/1/2010

Metal Man Services
 (A Division of Kenal Services Corp.)
 1109 Water Street - Watertown, NY 13601
 (315) 788-9226 - (800) 498-7833 - Fax (315) 788-9440
 www.metalmanservices.com

Payments/Credits	\$0.00
Balance Due	\$103.20

Res No. 13

August 3, 2022

TO: The Honorable Mayor and City Council
FROM: Tina Bartlett-Bearup, Purchasing Manager
SUBJECT: Bid #2022-24 WTP COAG Generator Replacement
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on June 23, 2022 for sealed bids from qualified bidders for the Water Treatment Plant (WTP) – COAG Generator Replacement, per City specifications.

The Purchasing Department publicly opened and read the sealed bids on July 14, 2022, at 2:00 pm local time. The Purchasing Department received two (2) sealed bid submittals and the bid tabulations are shown below:

VENDOR	JL Excavation	John R. Dudley Construction
LOCATION	Chaumont, NY	Oswego, NY
TOTAL BASE BID	\$414,906.00	\$389,000.00

The Purchasing and Water Departments reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the WTP Generator Replacement project to John R. Dudley Construction, Inc. as the lowest responsive responsible bidder at total price of **\$389,000**.

The WTP COAG Generator Replacement is funded with American Rescue Plan Act funds appropriated by the City Council within the fiscal year 2021-22 Capital Budget.

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

RESOLUTION

Page 1 of 1

Accepting Bid for WTP COAG
Generator Replacement
John R. Dudley Construction, Inc.

Council Member HICKEY, Patrick J.
 Council Member OLNEY III, Clifford G.
 Council Member PIERCE, Sarah V.C.
 Council Member RUGGIERO, Lisa A.
 Mayor SMITH, Jeffrey M.
 Total.....

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the WTP COAG Generator Replacement, and

WHEREAS bid invitations were published sealed bids submitted to the Purchasing Department, and

WHEREAS on Thursday, July 14, 2022, at 2:00 p.m., the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Water Treatment Department, and it is their recommendation that the City Council accept the bid submitted by John R. Dudley Construction, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid of John R. Dudley Construction, Inc. in the amount of \$389,000, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to John R. Dudley Construction, Inc.

Seconded by

FISCAL YEAR 2021-2022
CAPITAL BUDGET
FACILITY IMPROVEMENTS
SOURCE OF SUPPLY, POWER AND PUMPING

PROJECT DESCRIPTION	COST
<p>Coagulation Basin Pumping Station Generator Upgrade</p> <p>The current Coagulation Basin Pumping Station Generator is a 125kw propane powered unit placed in service in the 1980's. Replacement is recommended due to the difficulty in procuring repair parts for the out-of-date motor controls and automatic switch gear. The long downtimes when waiting for parts requires the rental of a standby unit.</p> 	<p>\$530,000</p>
<p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	
TOTAL	\$530,000



City of Watertown

245 Washington St Suite 302

Watertown, NY 136001

WTP COAG Generator Replacement

Bid #2022-24

Bid Opening Date:

7/14/22 @ 2:00 pm

The following results are bids as presented at the bid opening and do not represent an award.

VENDOR	JL Excavation	John R. Dudley Construction			
LOCATION	Chaumont, NY	Oswego, NY			
TOTAL BASE BID	\$414,906.00	\$389,000.00			

August 9, 2022

To: The Honorable Mayor and City Council

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

Subject: Public Hearing for the Community Development Block Grant Program Consolidated Annual Performance and Evaluation Report (CAPER)

As part of the City's Community Development Block Grant (CDBG) Program, the City Council is required to hold at least two public hearings annually to obtain public input and comments on our program. The first public hearing, typically held in March, is conducted as we prepare to write our Annual Action Plan.

A second public hearing must be held in September, after the conclusion of our program year on June 30, to allow the public to comment on the City's annual performance. The September public hearing coincides with the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD). Federal regulations require that the City submit the CAPER within 90 days of the close of the program year, which is September 28. A draft of the CAPER has to be available for public review at least fifteen days prior to the scheduled public hearing. Staff plans to complete a draft of the CAPER by September 2, 2022.

In order to meet the public hearing requirement and comply with the time frames noted above, I am requesting that the City Council schedule a public hearing to hear public comments on the City's Community Development Block Grant Consolidated Annual Performance and Evaluation Report at **7:15 p.m. on Monday, September 19, 2022.**

Staff Report

August 10, 2022

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Restore NY Grant Program Applications

Staff submitted the Intent to Apply forms for the Restore NY grant program for the 75-79 Public Square Redevelopment Project and the New Downtown YMCA Community Center Project on August 8, 2022. In addition, an Intent to Apply was submitted under the Special Project category for the Globe Building at 302 Court Street.

After reviewing the information provided by developer of 302 Court Street and comparing it with the program criteria, staff felt that the project is a good fit for a category ESD calls Special Projects. Submitting the Intent to Apply for the project does not obligate the City Council to approve the submission an application, but it gives an opportunity to submit two applications.

We have received notification from Empire State Development (ESD) that the two regular projects (75-79 Public Square and the YMCA) are both eligible for funding. The Globe Building is also eligible under the Special Project category. Now that all three have been determined to be eligible, the City Council must decide which of the two regular projects the City should apply for and whether to apply for the Globe Building as a special project. The City is only able to submit one application for a regular project as well as one application for a special project.

All three developers have indicated a willingness to write their respective applications which are due October 11, 2022. In order to provide the greatest amount of time to prepare the applications, Staff is requesting that the City Council provide direction on how to proceed with the application process.

A formal resolution supporting and authorizing the application(s) will have to be considered by the City Council at an upcoming meeting.

Also, as noted in a previous report, there will be another round of Restore NY funding opening immediately after the applications are due for this round on October 11, 2022. This could provide an opportunity to apply for a project that is not selected for an application in this round.