

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, March 20, 2023

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 20, 2023, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Approving Flat Fee Use of Athletic Fields with Watertown American Little League |
| Resolution No. 2 - | Approving Professional Service Agreement for a 3 rd Party Estimate for Water Treatment Upgrades with Dharam Consulting |
| Resolution No. 3 - | Accepting Proposal for Hydroelectric Facility Operation & Maintenance Contract with Ampersand of NY Operations |
| Resolution No. 4 - | Authorizing the Sale of Various Abandoned Bicycles |
| Resolution No. 5 - | Authorizing Sale of Real Property, Known as 8 Water Street to Gross Polowy LLC, 1775 Wehrle Drive, Suite 100, Williamsville, New York 14221 |
| Resolution No. 6 - | Authorizing Sale of Real Property, Known as 56 Spring Street to Gross Polowy LLC, 1775 Wehrle Drive, Suite 100, Williamsville, New York 14221 |
| Resolution No. 7 - | Authorizing Sale of Real Property, Known as 57 Spring Street to Gross Polowy LLC, 1775 Wehrle Drive, Suite 100, Williamsville, New York 14221 |
| Resolution No. 8 - | Approving Supplemental Agreement #3 with Fisher Associates for the Public Square Traffic Signal Optimization Project – NYSDOT PIN: 7807.20 |

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – February 2023
2. Sales Tax Revenue – February 2023

NEW BUSINESS

EXECUTIVE SESSION

1. To discuss the employment history of a particular person.
2. To discuss the proposed acquisition, sale or lease of real property.
3. To discuss proposed, pending, or current litigation.

WORK SESSION

Next Work Session is scheduled for Monday, April 10, 2023, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
APRIL 3, 2023**

Res No. 1

March 14, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement for Flat Fee Use of Athletic Fields with
Watertown American Little League

Attached is an Agreement for Flat Fee Use of Athletic Fields with the Watertown American Little League for practices during the 2023 season. The fee will be \$1,460. This a \$30 increase from last year.

Attached for City Council review and consideration is a resolution approving of the Agreement.

RESOLUTION

Page 1 of 1

Approving Agreement for Flat Fee Use of
Athletic Fields with Watertown American
Little League

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 numerous athletic fields throughout the city, and

WHEREAS the Watertown American Little League has expressed its desire to enter into an Agreement for Flat Fee Use of Athletic Fields, and

WHEREAS City Council of the City of Watertown desires to promote recreational activities at these community recreational facilities,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Agreement for Flat Fee Use of Athletic Fields between the City of Watertown and the Watertown American Little League, a copy of which is attached and made a part of this resolution, and

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

Seconded by

CITY OF WATERTOWN

AGREEMENT FOR FLAT FEE USE OF ATHLETIC FIELDS

This Agreement is being made and is intended to be effective as of April 24, 2023 for a period of one (1) season between City of Watertown, with an address of 245 Washington Street, Watertown NY 13601 ("City") and the Watertown American Little League ("League"), with an address of 1406 Gill Street, Watertown NY 13601.

RECITALS

WHEREAS for the last 65 years the Watertown American Little League has served the youth of the Watertown Community, the Association has used select City Fields in the past when no fee was charged

WHEREAS the payment of the fees listed in Section A320 of the City Code of the City of Watertown would prove to be cost-prohibitive for the Association; and

WHEREAS the parties desire to enter into an Agreement for the payment of a flat fee to simplify the usage and payment.

NOW THEREFORE the parties agree as follows:

AGREEMENT

1. The League shall seek to schedule the use of the fields as desired, and as are available, for the 2023 season. Practices shall begin on or about April 24.
2. Fees and Reservations:
 - a. The fee to be charged the League by the City for the use of the fields for practices, pursuant to the City's "Facility and Athletic Field Agreement," for the year 2023, shall be \$1460.00.
 - b. The League will pay the regular City rate for any games it requests to play. There will be an additional charge of \$50.00 if lights are used.
 - c. Payment for practice fields must be paid 100% in advance of the first field usage.
 - d. Payment for game-day fields and concessions must be made by the 1st day of the month for that month's scheduled field time.
 - e. The League shall not receive credit for any unused, but scheduled, field time unless 48 hours of notice is given to the Parks & Recreation Department or in the event of inclement weather.
 - f. The League will provide the names of the managers of each team in the league who can reserve fields.
 - g. The Parks and Recreation Department will determine which fields are available and what is best suited for the requested practice.
 - h. Field reservations can be made beginning on Friday of the week prior to the reservation.
 - i. Limited field availability may occur following inclement weather and during select events.

3. Hold Harmless: The League shall indemnify and hold the City harmless, including reimbursement for reasonable attorney's 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 the League's operation, use or occupation of the Premises, or by resulting from any act or omission of the League or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified in section five (5), naming the City as an additional named insured, shall be sufficient for the purposes of meeting the Leagues obligations under this paragraph.
4. Insurance: The League agrees to name the City as an additional named insured for its liability coverage, and to provide proof of general liability insurance in the amount of \$1,000,000 individual/\$2,000,000 aggregate, and property damage coverage in the amount of \$100,000. The League shall provide the City with copies of its declarations pages for the policy or policies during the duration of the Agreement. The League's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.
5. The League is responsible for ensuring the cleanliness of the Premises after every game or practice.
6. The undersigned individual(s), signing for the League, shall ultimately be personally responsible to the City for payment of the fees.

WATERTOWN AMERICAN LITTLE LEAGUE

By: Angie Evans
Watertown American Little League President

CITY OF WATERTOWN

By: Kenneth A. Mix
City Manager

Res No. 2

March 8, 2023

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Approving Professional Services Agreement for a 3rd Party Estimate for Water Treatment Upgrades with Dharam Consulting

The Defense Community Infrastructure Pilot Program (DCIP) requires that a third-party estimate be submitted with applications. The City Council has authorized GHD to prepare an application for the Disinfection By-Products Improvement Project.

Dharam Consulting has proposed to do the estimate for \$12,000. An agreement has been prepared and a resolution approving it is attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Professional Service
Agreement for a 3rd Party Estimate for
Water Treatment Upgrades with Dharam
Consulting

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member COMPO, Sarah V.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Introduced by

Total

YEA	NAY

WHEREAS the City of Watertown desires to apply for Defense Community Infrastructure Pilot Program (DCIP) grant funds for the Water Treatment Plant Disinfection By-Products Improvement Project, and

WHEREAS DCIP applicants are required to submit a 3rd party engineer estimate, and

WHEREAS Dharam Consulting submitted a proposal to provide 3rd party cost consulting services for the City of Watertown.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Dharam Consulting Agreement, a copy of which is attached and made part of this resolution, in the amount of \$12,000, and

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

Seconded by

5078-NY-INF-23-WAT-WATER

March 6, 2023

Ms. Vicky Murphy
City of Watertown, NY

RE: City of Watertown – 3rd Party Estimating for Water Treatment Upgrades
Watertown, NY

Dear Ms. Murphy,

Dharam Consulting is pleased to submit our fee proposal to provide cost consulting services for the City of Watertown – 3rd Party Estimating for Water Treatment Upgrades.

Scope of Work

Provide an independent construction cost estimate for the conceptual design of water treatment improvements prepared by GHD. The nominated improvements may include a new sedimentation basin with chemical feed and storage facilities, ozone generation and contact facilities, and rebuild of the existing filters with granular activated carbon media and gravel less underdrains, and appurtenant work.

Fee Proposal

One (1) Conceptual Estimate - \$12,000 (approximately 3-4 weeks to complete)

Terms & Conditions:

- There are no meetings included in this fee. Conference calls as required are included.
- The proposed effort does not include formal Value Engineering involving a VE Team or Peer Review process.
- The proposed effort does not include reconciliation of the estimate(s) with a third party.
- This fee proposal is effective for 30 days.
- Payment shall be made within thirty (30) days after Client's receipt of payment from Owner for Consultant's services.

Please sign below to acknowledge your agreement with our fee and services and return a copy to this office. Should you have any questions, please feel free to contact me.

Best Regards,



Rajneesh Sayal, LEED AP
Director

Vicky Murphy Date
City of Watertown

COW Project# _____

Res No. 3

March 7, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: RFP #2023-01 Hydroelectric Facility Operation & Maintenance Contract
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed proposals from qualified vendors for Hydroelectric Facility Operation & Maintenance Contract Services, per City specifications and publicly opened and read the sealed proposals on March 7, 2023, at 11:00 a.m. EST.

The Purchasing Department received two (2) sealed proposal submittals and the tabulations are shown below:

Vendor Name Location and Point of Contact			Amperсанд of New York Operations		Clifton Science and Engineering			
			717 Atlantic Ave. Suite 1A		PO Box 100			
			Boston, MA 02111		Clifton Sc, 29324			
			dcrandell@nycap.rr.com		mierk@cliftonpower.com			
Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total
Mobilization	L.S	1	\$0.00	\$0.00	\$117,000.00	\$117,000.00		
To perform Plant Operations as discussed in Scope of Services.	Monthly	36	\$11,395.00	\$410,220.00	\$21,719.83	\$781,913.88		
To perform Maintenance Work as described in the Scope of Services.	Monthly	36	\$13,735.00	\$494,460.00	\$20,880.67	\$751,704.12		
Total			\$904,680.00		\$1,650,618.00			
To perform extra assignments and emergency responses not included in the Scope of Services								
Description*	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total
Supervisor's Rate - Normal	Hour	100	\$91.00	\$ 9,100.00	\$74.25	\$7,425.00		
Supervisor's Rate - Overtime	Hour	50	\$125.00	\$ 6,250.00	\$94.85	\$4,742.50		
Off-normal hour for Emergency	Hour	50	\$105.00	\$ 5,250.00	\$74.25	\$3,712.50		
Technical/Labor's Rate - Normal	Hour	200	\$75.00	\$ 15,000.00	\$70.20	\$14,040.00		
Technical/ Labor's Rate - Overtime	Hour	100	\$100.00	\$ 10,000.00	\$89.20	\$8,920.00		
Off-normal hour for Emergency	Hour	100	\$100.00	\$ 10,000.00	\$70.20	\$7,020.00		
*Hours shown are for comparison purposes only								

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Hydroelectric Facility Operation & Maintenance Contract to

Ampersand of NY Operations as the lowest responsive responsible bidder at a total price of **\$904,680** for a 36-month (3 year) period commencing on July 1, 2023. The City may choose to continue the agreement for a period of one (1), two (2), or three (3) years upon such terms and fees as the parties may then agree. The maximum term of this contract will be ten (10) years, ending June 30, 2033.

The Hydroelectric Facility Operation & Maintenance Contract Services are funded by the General Fund in the 2022-23 Adopted Budget.

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

RESOLUTION

Page 1 of 1

Accepting Proposal for Hydroelectric Facility
Operation & Maintenance Contract with
Ampersand of NY Operations

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 desires to enter into an Operation and Maintenance contract with an experienced and established firm to perform plant operations and maintenance work at the City's Hydroelectric Facility at 1050 Marble Street, Watertown, NY, and

WHEREAS the Purchasing Department advertised and received two (2) sealed proposals for Hydroelectric Facility Operation & Maintenance Contract services, and

WHEREAS on March 7, 2023, at 11:00 a.m. the proposals received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the proposals received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible proposal submitted by Ampersand of NY Operations,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the proposal received from Ampersand of NY Operations in the amount of \$904,680.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Project:	HYDROELECTRIC FACILITY OPERATION AND MAINTENANCE CONTRACT
Bid / RFP Number:	RFP #2023-01
Opening Date:	TUESDAY, MARCH 7, 2023 @ 11AM

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact			Ampersand of New York Operations		Clifton Science and Engineering							
			717 Atlantic Ave. Suite 1A		PO Box 100							
			Boston, MA 02111		Clifton Sc, 29324							
			dcrandell@nycap.rr.com		mierk@cliftonpower.com							
Description	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Mobilization	L.S	1	\$0.00	\$0.00	\$117,000.00	\$117,000.00						
To perform Plant Operations as discussed in Scope of Services.	Monthly	36	\$11,395.00	\$410,220.00	\$21,719.83	\$781,913.88						
To perform Maintenance Work as described in the Scope of Services.	Monthly	36	\$13,735.00	\$494,460.00	\$20,880.67	\$751,704.12						
Total			\$904,680.00		\$1,650,618.00							
To perform extra assignments and emergency responses not included in the Scope of Services												
Description*	Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Supervisor's Rate - Normal	Hour	100	\$91.00	\$ 9,100.00	\$74.25	\$7,425.00						
Supervisor's Rate - Overtime	Hour	50	\$125.00	\$ 6,250.00	\$94.85	\$4,742.50						
Off-normal hour for Emergency	Hour	50	\$105.00	\$ 5,250.00	\$74.25	\$3,712.50						
Technical/Labor's Rate - Normal	Hour	200	\$75.00	\$ 15,000.00	\$70.20	\$14,040.00						
Technical/ Labor's Rate - Overtime	Hour	100	\$100.00	\$ 10,000.00	\$89.20	\$8,920.00						
Off-normal hour for Emergency	Hour	100	\$100.00	\$ 10,000.00	\$70.20	\$7,020.00						
*Hours shown are for comparison purposes only												

Res No. 4

March 8, 2023

To: The Honorable Mayor and City Council
From: Tina Bartlett-Bearup, Purchasing Manager
Subject: Authorizing the Sale of Various Abandoned Bicycles

During the past few years, the City of Watertown Police Department has acquired several abandoned bicycles. Staff is recommending that these bicycles be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Authorizing the Sale of Various
Abandoned Bicycles

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 has acquired several abandoned bicycles, the listing of which is attached and made a part of this resolution, and

WHEREAS the bicycles may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the abandoned bicycles, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

Seconded by _____

CITY OF WATERTOWN POLICE DEPARTMENT
BICYCLES FOR AUCTION (MARCH 2023)

HOOK #	DESCRIPTION	BLOTTER #
12A	BLUE DYNACRAFT AFTERSHOCK	24813-22
12B	BLUE/WHITE 26" MOUNTAIN STYLE	23432-22
13	GRAY/RED 26" NISHIKI	05695-22
15	NEXT GAUNTLET 24"	19742-21
16	GRAY HUFFY	09257-22
17A	BLUE/BLACK/WHITE NEXT GIRLTALK 20"	05103-22
17B	BLUE 26" SCHWINN TYPHOON	00047-22
18	GRAY, U/K MAKE, MISSING SEAT	04755-22
19	BLUE/SILVER/BLACK 26" MAGNA	20092-21
23	BLACK HYPER SPINNER	25798-22
24	BLUE/TEAL MONGOOSE, BMX-STYLE	23106-21
26	BLACK 20" HYPER SHOCKER, MOUNTAIN-STYLE	20760-21
28	GREEN KENT GLENDALE, MOUNTAIN-STYLE	22180-20
29	BLUE/WHITE 26" RALEIGH OMNI	20742-21
30	GRAY HUFFY RED ROCK	16439-20
32	BLACK KENT KENDA RIDGELAND	18733-22
33	PURPLE BMX-STYLE, BROKEN SEAT	24702-22
36	BLACK KENT, BMX-STYLE	20880-20
37	GRAY HUFFY, CHILDRENS' MOUNTAIN-STYLE	22397-20
38	TEAL KENT TROUBLE	04576-22
39	RED MOTO-20 IGNITER	19402-21
39 (FLOOR)	BLACK CORSA MAMMOTH	20495-21
40	WHITE LAUXJACK, MOUNTAIN-STYLE	11878-22
41	BLUE STINGER	19157-21
44	TURQUOISE/PINK SCHWINN DEL MAR	06627-21
45	PURPLE ROADMASTER USE MT CLIMBER	22969-20
46	BLACK/GREEN 20" KENT CHAOS, BMX-STYLE	02109-21
46A	WHITE 26" HUFFY, DAMAGED HANDLEBARS	22846-22
47	BLUE/WHITE SCHWINN	25575-20
49	BLACK/RED 26" KENT KZR	05073-22
50	BLACK ROADMASTER	23945-22
56	BLACK/BLUE 26" ROADMASTER GRANITE PEAK	13592-21
58	BLACK/RED 20" HYPER SPRINTFIT 700C	19904-19

March 13, 20233

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Property Purchase Offers – 8 Water Street, 56 Spring Street and 57 Spring Street

The City received a purchase offer from Gross Polowy, LLC for 8 Water Street, 56 Spring Street and 57 Spring Street for the collective amount of \$1,579.54. The law firm is in the process of foreclosing on 835 Water Street and wants to be able to add these lots to the main parcel after foreclosure. The three vacant lots had previously been owned by the owner of 835 Water Street. The amount offered makes the City whole for back taxes and interest.



RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 8 Water Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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 there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 8 Water Street, approximately 50' x 115' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 04-26-308.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as these properties be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$841.44 submitted by Gross Polowy, LLC, for the purchase of Parcel No. 04-26-308.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real properties to Gross Polowy, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 8 Water Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 56 Spring Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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 there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 56 Spring Street, approximately 50' x 98' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 04-26-324.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as these properties be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$369.05 submitted by Gross Polowy, LLC, for the purchase of Parcel No. 04-26-324.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real properties to Gross Polowy, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 56 Spring Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 57 Spring Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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 there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 57 Spring Street, approximately 50' x 96' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 04-26-323.000, and

WHEREAS title to said lands have since been retained by the City of Watertown as acquired at said tax sale, which titles were retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real properties have never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as these properties be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$369.05 submitted by Gross Polowy, LLC, for the purchase of Parcel No. 04-26-323.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real properties to Gross Polowy, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 57 Spring Street to
Gross Polowy LLC, 1775 Wehrle Drive,
Suite 100, Williamsville, New York 14221

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

Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

Seconded by _____

Res. No. 8

March 14, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Supplemental Agreement #3 with Fisher Associates for the Public Square Traffic Signal Optimization Project – NYSDOT PIN: 7807.20

The City entered into an Agreement with Fisher Associates for the Construction Administration/Inspection management of the Public Square Traffic Signal Optimization Project. The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

On February 7, 2023, City Council approved a Change Order for the contractor, Power and Construction Group to install new electric services that meet National Grid's specification to traffic signals on Public Square. This Supplement includes \$51,000 for additional inspection and construction administration related to the work to be completed by the contractor.

A resolution approving Supplemental Agreement #3 has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Supplemental Agreement #3 with
Fisher Associates for the Public Square
Traffic Signal Optimization Project – NYSDOT
PIN: 7807.20

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 desires to reduce traffic congestion through the Public Square corridor, and

WHEREAS the City Council entered into Agreement with Fisher Associates for the construction inspection and management of the Project, and

WHEREAS on June 21, 2021, the City Council accepted the bid of Power & Construction Group, Inc. for installation of equipment for the Traffic Signal Optimization and Coordination project, and

WHEREAS additional underground utility work is necessary at the intersections of Arsenal and Public Square and State St. and Public Square, and

WHEREAS Fisher Associates has submitted a proposal in the amount of \$51,000 for Construction Administration and Inspection of the addition work, and

WHEREAS the City is financing this project using Federal and State Aid.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement Supplement No.3 in the amount of \$51,000, between the City of Watertown and Fisher Associates, a copy of which is attached and made a part of this resolution, bringing the total of the project to \$348,500 and

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

Seconded by _____

**Consultant Agreement
for
Public Square Traffic Signal Optimization and
Coordination**

PIN 7807.20

Between

City of Watertown

and



Supplemental No. 3

March 8, 2023

Architectural/Engineering Consultant Contract

PIN 7807.20 Sponsor Supplemental Contract No. 3

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 project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this contract as the **Public Square Traffic Signal Optimization and Coordination** (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 made, under Item IA of this subdivision to determine the charge to be made under this Item. 	<ul style="list-style-type: none"> The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as 184% for construction services and 136% for construction inspection, in all events not to exceed 184%, 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 \$51,000.	

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 _____, 2023 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 _____, 2023 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: 7807.20

Term of Agreement Ends: December 2023

BIN:

☐ Main Agreement ☐ Amendment to Contract [add identifying #] ☒ Supplement to Contract

[Supplemental #3]

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: September 23, 2021

Finish Date: May 30, 2023

PROJECT DESCRIPTION:

Installation of wireless traffic signal interconnect system, installation of new cabinets and controllers, new traffic signal timing and phasing and modification of existing traffic signals. Work will be performed at the following intersections:

- *Arsenal Street at Massey Street*
- *Arsenal Street at Sherman Street*
- *American Corner – Public Square (Arsenal Street at Washington Street)*
- *Public Square at Franklin Street*
- *State Street at Mill Street*
- *State Street at Mechanic Street*
- *State Street at High Street*
- *Mill Street at Main Avenue/Moulton Street*
- *Washington Street at Clinton/Sterling Street*
- *Washington Street at Academy/Mullin Street*
- *Mill Street at Black River Parkway/Factory Street*

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:

\$51,000

ATTACHMENT B

Public Square Traffic Signal Optimization and Coordination

City of Watertown, NY

NYSDOT PIN: 7807.20

**Supplemental #3
Scope of Services**

January 3, 2023

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Section 1 General	1
Section 2 Data Collection & Analysis – NOT IN CONTRACT	4
Section 3 Preliminary Design – NOT IN CONTRACT	4
Section 4 Environmental – NOT IN CONTRACT	4
Section 5 Right-of-Way – NOT IN CONTRACT	4
Section 6 Detailed Design – NOT IN CONTRACT	4
Section 7 Advertisement, Bid Opening and Award – NOT IN CONTRACT	4
Section 8 Construction Support	5
Section 9 Construction Inspection	6
Section 10 Estimating & Technical Assumptions	10

Section 1 - General

1.01 Project Description and Location

Project Name: Public Square Traffic Signal Optimization and Coordination

PIN: 7807.20

Project Description/Limits: The project will collect current traffic and pedestrian data for various peak hours throughout the day at multiple locations. This data will be utilized to develop a series of micro-simulation traffic models to optimize signal timing and phasing. In addition, traffic signal coordination parameters will also be developed. Typical work at the signalized intersections in question will be new traffic signal controllers (and other signal hardware); loop detectors (if needed); wireless traffic signal coordination equipment; etc. The new traffic signal equipment, improvements to signal timing and traffic signal coordination will reduce congestion in the area around and through Public Square, improve travel speeds and pedestrian safety and reduce idling and pollutants that are emitted during travel.

The limits of the project include all of Public Square, Arsenal Street from Massey Street to Public Square, Washington Street from Academy Street to Public Square, State Street from High Street to Public Square and Mill Street from Main Street to Public Square.

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 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 1, 2, 3, 4, 5, 6, 7 and 10.

1.05 Project Familiarization

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

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Project Manager. Meetings may be held to:

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

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.)

The **Consultant** will also develop a monitoring system to track **Consultant** inspection costs on a monthly basis, comparing these actual costs to the budgeted costs and providing a report to the **Sponsor** summarizing costs and reasons why the budget is over or under the allocated resources. The report will be due within 1 week after the end of each month.

1.08 Policy and Procedures

The tasks defined for the construction phase of this Project will be progressed in accordance with current NYSDOT procedures.

A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- Bid Documents
- NYSDOT Construction Manuals, approved lists and approved materials

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations, and policy. Applicable laws, regulations and policies are per the Bid Documents.

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

Intentionally Left Blank. No work included in supplemental.

Section 3 - Preliminary Design

Intentionally Left Blank. No work included in supplemental.

Section 4 – Environmental

Intentionally Left Blank. No work included in supplemental.

Section 5 - Right-of-Way

Intentionally Left Blank. No work included in supplemental.

Section 6 - Detailed Design

Intentionally Left Blank. No work included in supplemental.

Section 7 - Advertisement, Bid Opening and Award

Intentionally Left Blank. No work included in supplemental.

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.

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](#).

9.08 Record Plans

Consultant will compile record plans from red line markups in CADD and will provide the **Sponsor** with one (1) full size paper, one (1) full size mylar and one (1) pdf reproducible.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

Section 1 Estimate 3 meetings during the life of this agreement (hours in Section 8).

- 2 construction meetings
- 1 Final walk through

Estimate 4 cost and progress reporting periods will occur during the life of this agreement.

Section 8 Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Preparation of Record Drawings

Estimate 1 field visits will be made to address issues as they arise.

Estimate 1 contractor RFIs that require effort will be made during the construction phase of the project. Level of effort is assumed to be 2 hours/RFI.

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 1 week for mobilization and project start-up

Estimate 60 days of full-time inspection

Estimate No Overtime

Estimate 1 week for project close out

ATTACHMENT C

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC
D036492 PIN 7807.20
Public Square Traffic Signal Optimization and Coordination
Jefferson County
Date Jan-23

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT (6/2020)	PROJECTED (12/2020)	2019	2020	2021	
Project Manager	VIII (A)	87.82	90.00	90.00	90.00	90.00	A
Project Manager	VII (A)	61.62	63.47	73.12	75.31	77.57	A
Sr. Engineering Tech/Resident Engineer	IV (N)	49.50	50.99	61.00	62.83	64.71	C
Engineering Technician	III (N)	41.86	43.12	45.00	46.35	47.74	C
Assoc. Engineering Tech.	II (N)	32.38	33.35	33.50	34.51	35.55	C
Jr. Engineering Technician	I (N)	22.95	23.64	28.00	28.84	29.71	C
Party Chief (Office)	III (N)	28.07	28.91	36.00	37.08	38.19	C
Instrument Person (Office)	I (N)	21.12	21.75	25.50	26.27	27.06	C
Party Chief (Field)*	III (N)	28.07	28.91	36.00	37.08	38.19	C
Instrument Person (Field)*	I (N)	21.12	21.75	25.50	26.27	27.06	C

NOTES:

- (1) Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable, as described in Exhibit E, whichever is less.
(2) 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)	\$42.86	\$44.15	\$28.91	\$15.24	\$2.06	\$17.30
Instrumentperson (I.P.)	I (N)	39.87	41.07	21.75	19.32	2.61	21.93

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 (P.C.)	III (N)	\$25.60	\$5.41	\$20.19	\$0.00	\$2.73	\$22.92
Instrumentperson (I.P.)	I (N)	25.60	4.55	21.05	0.00	2.84	23.89

FISHER ASSOCIATES, PE, LS, LA, DPC

D036492 PIN 7807.20

Public Square Traffic Signal Optimization and Coordination

Jefferson County

Date ###

JOB TITLE	ASCE OR NICET GRADE	2022												2023												(1)	(2)	(3)	(4)	(5)	(6)																					
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D																											
Project Manager	VIII (A)																									0	90.00			0																						
Project Manager	VII (A)																									0	63.47			0																						
Sr. Engineering Tech/Resident Engineer	IV (N)											105		80		60	40									285	50.99			14,532																						
" " Overtime	IV (N)																									0	50.99	\$25.50	\$0	0																						
Engineering Technician	III (N)																									0	43.12			0																						
" " Overtime	III (N)																									0	43.12	21.56	0	0																						
Assoc. Engineering Tech.	II (N)																									0	33.35			0																						
" " Overtime	II (N)																									0	33.35	16.68	0	0																						
Jr. Engineering Technician	I (N)																										23.64			0																						
" " Overtime	I (N)																									0	23.64	11.82	0	0																						
TOTALS																									285	0																									\$0	\$14,532
NOTES:																																																				

NOTES:

** Overtime Hours

(1) Total Hours (straight time)

(2) Total Hours (overtime)

(3) Projected Hourly Rate (straight time rate)

(4) Projected Hourly Rate (premium rate)

(5) Direct Technical Salaries (premium portion)

(6) Direct Technical Salaries (straight time portion)

TOTAL SALARIES (PREMIUM PORTION)

\$0

=====

TOTAL SALARIES (STRAIGHT TIME PORTION)

\$14,532

=====

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

FISHER ASSOCIATES, PE, LS, LA, DPC
D036492 PIN 7807.20
Public Square Traffic Signal Optimization and Coordination
Jefferson County
Date Jan-23

1. TRAVEL

a) On-Job Travel -	1 inspectors	x	20 days/month	x	3 months	x	10 miles/day @ \$0.665 /mile	\$399.00
TOTAL TRAVEL								\$399.00

2. APPIA LICENSES

0 licenses @ \$1,900 /license	\$0.00
-------------------------------	--------

3. EXPENDABLE EQUIPMENT

Cloth Tapes & Thermometers

4. POSTAGE, SHIPPING AND PRINTING (Estimated)

0.00

TOTAL DIRECT NON-SALARY COST

\$399.00

MATERIAL TESTING

\$0.00

IN-PLANT STEEL INSPECTION

TOTAL SUB-CONTRACTOR COST

\$0.00

Exhibit C
Summary

FISHER ASSOCIATES, PE, LS, LA, DPC
D036492 PIN 7807.20
Public Square Traffic Signal Optimization and Coordination
Jefferson County
Date Jan-23

Item IA, Direct Technical Salaries (estimated) subject to audit	\$14,532
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	0
Item IIA, Expendable Direct Non-Salary Cost (estimated) subject to audit	399
Item IIB Nonexpendable Direct and subject to audit (Sub-Contractor Cost)	0
Item III, Overhead (136%) (estimated) subject to audit	19,764
Item IV, Net Fee (negotiated)	3,800
Item IIC Direct Non- Salary Cost (estimated) subject to audit (Sub-Consultant Cost)	0
Total Estimated Cost	----- \$38,495
MAXIMUM AMOUNT PAYABLE	\$39,000 =====

Exhibit A, Page 1
Salary Schedule

FISHER ASSOCIATES, PE, LS, LA, DPC

D036492 PIN 7807.20

Public Square Traffic Signal Optimization and Coordination

Jefferson County

Date: Jan-23

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT 6/2020	PROJECTED 12/2020	2019	2020	2021	
Project Manager	VIII (A)	87.82	90.00	90.00	90.00	90.00	A
Project Manager	VII (A)	61.62	63.47	73.12	75.31	77.57	A
Senior Engineer	VI (A)	58.56	60.32	67.00	69.01	71.08	A
Project Engineer	V (A)	55.28	56.94	55.30	56.96	58.67	A
Environmental Scientist	IV (A)	51.58	53.13	61.00	62.83	64.71	B
Design Engineer	IV (A)	43.58	44.89	48.00	49.44	50.92	B
Engineer	III (A)	35.50	36.57	40.00	41.20	42.44	B
Senior Designer	III (A)	40.68	41.90	44.75	46.09	47.47	B
Junior Engineer	II/I (A)	27.67	28.50	30.00	30.90	31.83	B
Resident Engineer	IV (N)	49.50	50.99	61.00	62.83	64.71	C
Senior Engineering Technician	IV (N)	49.50	50.99	61.00	62.83	64.71	C
Engineering Technician	III (N)	41.86	43.12	45.00	46.35	47.74	C
Party Chief	III (N)	28.07	28.91	36.00	37.08	38.19	C
Project Surveyor	III (N)	44.00	45.32	56.75	58.45	60.20	B
Senior Cad Operator	III (N)	36.80	37.90	40.87	42.10	43.36	C
Survey Manager	III (N)	60.92	62.75	73.12	75.31	77.57	A
Survey Technician	III (N)	29.02	29.89	31.30	32.24	33.21	C
Assoc. Engineering Technician	II (N)	32.38	33.35	33.50	34.51	35.55	C
Cad Operator/Tech II	II (N)	29.06	29.93	32.00	32.96	33.95	C
Project Surveyor	II (N)	33.83	34.84	36.00	37.08	38.19	C
Instrument Person	I (N)	21.12	21.75	25.50	26.27	27.06	C
Jr Engineer Tech/Tech I	I (N)	22.95	23.64	28.00	28.84	29.71	C
Technical Typist	NA	22.05	22.71	24.00	24.72	25.46	C

Party Chief (Field)*	III (N)	28.07	28.91	36.00	37.08	38.19	C
Instrument Person (Field)*	I (N)	21.12	21.75	25.50	26.27	27.06	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)	\$42.86	\$44.15	\$28.91	\$15.24	\$2.06	\$17.30
Instrument Person	I (N)	39.37	40.55	21.75	18.80	2.54	21.34

*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)	\$25.60	\$5.41	\$20.19	\$0.00	\$2.73	\$22.92
Instrument Person	I (N)	25.60	4.55	21.05	0.00	2.84	23.89

1A	Attend progress meeting and prepare meeting minutes
1B	Progress Reporting
1C	Design support (address RFI's, review shop drawings, prepare record drawings)
1D	Site visits to address field issues

Exhibit C		
Summary		

FISHER ASSOCIATES, PE, LS, LA, DPC		
D036492 PIN 7807.20		
Public Square Traffic Signal Optimization and Coordination		
Jefferson County		
Date:	Jan-23	
Item IA, Direct Technical Salaries (estimated) subject to audit		\$3,464
Item IB, Direct Technical Salaries Premium Portion of overtime subject to Salary Cost (estimated) subject to audit		\$0
Item IIA, Direct Non-Salary Cost (estimated) subject to audit		\$319
Item IIB Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)		\$0
Item III, Overhead (178%) (estimated) subject to audit		\$6,374
Item IV, Fixed Fee (negotiated)		\$1,100
Item IIC Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost)		\$0
Total Estimated Cost	-----	\$11,257
MAXIMUM AMOUNT PAYABLE		\$12,000
=====		

March 13, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – February 2023

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last February, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$231,155 or 93.92%. In comparison to the budget projection for the month, revenue was up \$202,754 or 73.86%. The year-to-date actual revenue is down \$1,200,984 or 29.36%, while the year-to-date revenue on a budget basis is up \$204,349 or 7.61%.

	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Actual</u> <u>2022-23</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 265,466	\$ 1,937	\$ 673,456	\$ 165,456	(\$ 508,021)	(75.43%)
August	\$ 13,330	\$ 1,819	\$ 612,155	\$ 157,460	(\$ 454,695)	(74.28%)
September	\$ 125,102	\$ 1,164	\$ 307,692	\$ 442,559	\$ 134,867	43.83%
October	\$ 222,218	\$ 117,331	\$ 523,734	\$ 216,702	(\$ 307,031)	(58.62%)
November	\$ 554,930	\$ 410,218	\$ 731,273	\$ 373,674	(\$ 357,599)	(48.90%)
December	\$ 406,126	\$ 366,126	\$ 702,586	\$ 533,542	(\$ 169,044)	(24.06%)
January	\$ 416,391	\$ 255,650	\$ 293,374	\$ 522,759	\$ 229,385	78.19%
February	\$ 217,222	\$ 175,736	\$ 246,124	\$ 477,279	\$ 231,155	93.92%
March	\$ 745,936	\$ 449,166	\$ 661,611			
April	\$ 752,511	\$ 669,698	\$ 897,945			
May	\$ 383,085	\$ 433,690	\$ 539,059			
June	\$ 53,641	\$ 85,233	\$ 418,974			
YTD	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$6,604,983</u>	<u>\$2,889,410</u>	<u>(\$1,200,984)</u>	<u>(29.36%)</u>

	<u>Original</u> <u>Budget</u> <u>2022-23</u>	<u>Actual</u> <u>2022-23</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 309,892	\$ 165,456	(\$ 144,437)	(46.62%)	\$ 25,655
August	\$ 161,617	\$ 157,460	(\$ 4,157)	(2.57%)	\$ 22,790
September	\$ 154,566	\$ 442,559	\$ 287,993	186.32%	\$ -
October	\$ 386,125	\$ 216,702	(\$ 169,423)	(43.88%)	\$ -
November	\$ 590,227	\$ 373,674	(\$ 216,553)	(36.69%)	\$ -
December	\$ 468,929	\$ 533,542	\$ 64,613	13.78%	\$ -
January	\$ 339,180	\$ 522,759	\$ 183,579	54.12%	\$ -
February	\$ 274,525	\$ 477,279	\$ 202,754	73.86%	\$ -
March	\$ 517,044				
April	\$ 790,853				
May	\$ 633,501				
June	<u>\$ 325,541</u>				
YTD	<u>\$4,952,000</u>	<u>\$2,889,410</u>	<u>\$ 204,349</u>	<u>7.61%</u>	<u>\$ 48,445</u>

March 13, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – February 2023

Sales tax revenue was up \$214,587 or 15.01% compared to last February. In comparison to the original budget projection for the month, sales tax was up \$145,185 or 9.69%. The year-to-date actual receipts are up \$944,659 or 6.16%, while the year-to-date receipts on a budget basis are up \$199,820 or 1.24%.

	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Actual 2022-23</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 2,035,333	\$ 86,524	4.44%	
August	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 2,008,482	\$ 119,676	6.34%	
September	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797	\$ 2,757,376	\$ 31,578	1.16%	3.62%
October	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723	\$ 1,847,562	\$ 168,839	10.06%	
November	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509	\$ 1,818,188	\$ 174,679	10.63%	
December	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453	\$ 2,232,223	(\$ 51,230)	(2.16%)	5.13%
January	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030	\$ 1,849,036	\$ 200,006	12.13%	
February	\$ 1,203,572	\$ 1,181,566	\$ 1,429,187	\$ 1,643,774	\$ 214,587	15.01%	
March	\$ 1,750,746	\$ 2,284,533	\$ 2,253,672				
April	\$ 988,797	\$ 1,566,858	\$ 2,064,386				
May	\$ 925,025	\$ 1,626,958	\$ 2,023,137				
June	<u>\$ 2,258,456</u>	<u>\$ 3,144,514</u>	<u>\$ 1,949,070</u>				
YTD	<u>\$ 18,998,780</u>	<u>\$ 22,201,114</u>	<u>\$ 23,628,579</u>	<u>\$ 16,282,973</u>	<u>\$ 944,659</u>	<u>6.16%</u>	

	<u>Original Budget 2022-23</u>	<u>Actual 2022-23</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 2,043,445	\$ 2,035,333	(\$ 8,112)	-0.40%	
August	\$ 1,980,527	\$ 2,008,482	\$ 27,955	1.41%	
September	\$ 2,858,164	\$ 2,757,376	\$ (100,788)	(3.53%)	-1.18%
October	\$ 1,760,243	\$ 1,847,562	\$ 87,319	4.96%	
November	\$ 1,723,319	\$ 1,818,188	\$ 94,869	5.51%	
December	\$ 2,489,758	\$ 2,323,223	(\$ 166,535)	(6.69%)	0.26%
January	\$ 1,729,108	\$ 1,849,036	\$ 119,928	6.94%	
February	\$ 1,498,589	\$ 1,643,774	\$ 145,185	9.69%	
March	\$ 2,363,112				
April	\$ 2,164,634				
May	\$ 2,121,382				
June	<u>\$ 2,043,719</u>				
YTD	<u>\$ 24,776,000</u>	<u>\$ 16,282,973</u>	<u>\$ 199,820</u>	<u>1.24%</u>	