

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, June 5, 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, June 5, 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

PROCLAMATION

Naming August 21, 2023 ‘Train Day’

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Re-Adoption of Fiscal Years 2022-23 through 2026-27 Capital Budget – Flynn Pool Reconstruction and Bathhouse Rehabilitation – Expanded Scope and Cost
- Resolution No. 2 - Accepting Bid for William J. Flynn Municipal Pool Rehabilitation Project –Contract #1 General Construction Con Tech Building Systems, Inc.
- Resolution No. 3 - Accepting Bid for William J. Flynn Municipal Pool Rehabilitation Project – Contract #2 Mechanical Hyde-Stone Mechanical Contractors, Inc.
- Resolution No. 4 – Accepting Bid for William J. Flynn Municipal Pool Rehabilitation Project – Contract #3 Plumbing Hyde-Stone Mechanical Contractors, Inc.
- Resolution No. 5 – Accepting Bid for William J. Flynn Municipal Pool Rehabilitation Project – Contract #4 Electrical Howell Enterprises Inc. dba Blackstone Electric
- Resolution No. 6 - Approving the Professional Services Agreement with C&S Companies for Construction Administration for the Flynn Pool and Bathhouse Rehabilitation,

- Resolution No. 7 - Re-Adoption of Fiscal Year 2022-23 General Fund Budget – Flynn Pool Reconstruction and Bathhouse Rehabilitation
- Resolution No. 8 - Re-Adoption of Fiscal Years 2022-23 through 2026-27 Capital Budget – Flynn Pool Reconstruction and Bathhouse Rehabilitation – American Rescue Plan Act Funding
- Resolution No. 9 - Approving Intermunicipal Agreement for Use of Recreational Facilities with Watertown City School District
- Resolution No. 10 - Accepting Change Order #1 with Heritage Masonry Restoration, Inc. for Thompson Park Pinnacle Masonry Restoration Project
- Resolution No. 11 - Approving Contract Amendment No. 1 with BCA Architects & Engineers for Construction Administration and Inspection Services for the Grant-Seward-Henry Street Reconstruction Project
- Resolution No. 12 - Readopting Fiscal Year 2022-23 Capital Fund Budget – Grant Street, Seward Street and Henry Street Reconstruction Project
- Resolution No. 13 - Approving Agreement for Public Benefit Services with the Community Action Planning Council of Jefferson County, Inc.
- Resolution No. 14 - Accepting Change Order No. 1 with CCI Companies, Inc. for the Watertown Streetscape Design Improvements Project
- Resolution No. 15 - Approving the Architectural / Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Expansion
- Resolution No. 16 - Readopting Fiscal Year 2022-23 General Fund and Capital Fund Budgets – Washington Street and Keyes Avenue Sewer Project
- Resolution No. 17 - Accepting Bid for Washington Street and Keyes Avenue Sanitary Sewer Replacement Project - JL Excavation, LLC
- Resolution No. 18 - Approving the Professional Service Agreement with Aubertine and Currier for the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project
- Resolution No. 19 - Appointing Suzanne C. Renzi-Falge to the Board of Ethics
- Resolution No. 20 - Appointing Nolan D. Pitkin to the Board of Ethics,
- Resolution No. 21 - Directing City Manager to Hire a Bus to Transport Handicapped and Elderly Persons to Election Polling Locations on June 27, 2023

ORDINANCES

1. An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Sale of Surplus Hydro-electricity – April 2023
2. Sales Tax Revenue – April 2023
3. 214 East Hoard Street Rehabilitation

NEW BUSINESS

EXECUTIVE SESSION

1. To Discuss Collective Bargaining
2. To Discuss the Proposed Acquisition, Sale, or Lease of Real Property
3. To Discuss the Employment History of Particular Persons or Corporations

WORK SESSION

Next Work Session is scheduled for Monday, June 12, 2023, 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, June 19, 2023

CITY OF WATERTOWN NEW YORK



JEFFREY M. SMITH
MAYOR

PROCLAMATION

WHEREAS, the City of Watertown, New York, recognizes the significant impact and contributions of exceptional musicians and bands to our community and the world; and

WHEREAS, Train, a multi-GRAMMY and Billboard Award-winning band from San Francisco, has had 14 songs on Billboard's Hot 100 list since the release of their debut self-titled album in 1998; and

WHEREAS, with a career spanning over two decades, Train has sold over 10 million albums and 30 million tracks worldwide, earning multiple platinum/gold citations, three GRAMMY Awards, two Billboard Music Awards, and dozens of other honors; and

WHEREAS, Train's highly anticipated 11th studio album, AM Gold, was released on May 20, 2022, further solidifying their status as an iconic and influential band in the music industry; and

WHEREAS, the City of Watertown, New York, wishes to celebrate the incredible talent, dedication, and accomplishments of Train; and

WHEREAS, Train will perform an outdoor concert at 7 p.m. on Monday, August 21st, at the Watertown Fairgrounds, with tickets going on sale June 8th at 10 a.m.;

NOW, THEREFORE, I, Jeffrey M. Smith, Mayor of the City of Watertown, New York, do hereby proclaim Monday, August 21st 2023 as

"TRAIN DAY"

in the City of Watertown, New York, and encourage all citizens to join in celebrating the outstanding achievements of Train.

Mayor, Jeffrey M. Smith
Jeffrey M. Smith

Mayor, Watertown, NY

Res. No. 1

May 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Re-adoption of the Fiscal Years 2022-23 through 2026-27 Capital Fund Budget - Flynn Pool Reconstruction and Bathhouse Rehabilitation – Expanded Scope and Cost

The following resolution was prepared to re-adopt the Fiscal Years 2022-23 through 2026-27 Capital Fund Budget in relation to the Flynn Pool project.

On January 18, 2022, City Council re-adopted the Capital Budget for the rehabilitation of the Flynn Pool at a cost of \$750,000 funded by American Rescue Plan Act of 2021. Now that the project is for a complete reconstruction of the pool at an estimated cost of \$3,900,000 City Council should re-adopt the Capital Budget to change the scope and cost of the project.

RESOLUTION

Page 1 of 1

Re-Adoption of Fiscal Years 2022-23 through
2026-27 Capital Budget – Flynn Pool
Reconstruction and Bathhouse Rehabilitation –
Expanded Scope and Cost

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 on May 24, 2021 the City Council adopted the Fiscal Years 2021-22 through 2025-26 Capital Budget, and

WHEREAS the adopted Fiscal Year 2021-22 Capital Fund Budget did not contain funding to design and rehabilitate the Flynn pool and bathhouse, and


WHEREAS on January 18, 2022 the City Council amended the Fiscal Years 2021-22 through 2025-26 Capital Budget to add the design and rehabilitation of the Flynn pool and bathhouse at an estimated cost of \$750,000 to the FY 2021-22 Capital Budget, and

WHEREAS the scope and cost of the project has significantly changed,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2022-23 through 2026-27 Capital Budget to modify the scope of the Flynn Pool project to reconstruct the pool rather than rehabilitate the current structure and increase the estimated cost of the project to \$3,900,000.

Seconded by

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
FACILITY IMPROVEMENTS
POOLS**

PROJECT DESCRIPTION	COST
<p>William J. Flynn Pool reconstruction and bathhouse rehabilitation</p> <p>Reconstruct the William J. Flynn Pool and splashpad and rehabilitate the bathhouse, including engineering assessment, design, construction, and construction inspection services.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021 in the amount of \$750,000 and balance to be determined by City Council.</p>	<p>\$3,900,000</p>
TOTAL	\$3,900,000

Res No. 2,3,4 and 5

May 30, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-18 William J. Flynn Municipal Pool Rehabilitation Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the William J. Flynn Municipal Pool Rehabilitation Project, per City specifications and publicly opened and read the sealed bids on May 18, 2023, at 2:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and forty-six (46) potential vendors.

The Purchasing Department received five (5) sealed bid submittals and the bid tabulations are shown below:

Vendor Name, Address and Point of Contact	Bette & Cring, LLC	Con Tech Building Systems, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Hyde-Stone Mechanical Contractors, Inc.	Blackstone Electric
	18438 US Rte 11	4524 Hwy. 58	22962 Murrock circle	22962 Murrock circle	17421 State Route 12F
	Watertown, NY 13601	Gouverneur, NY 13642	Watertown, NY 13601	Watertown, NY 13601	Dexter, NY 13634
	Harold Cring hcring@bettecring.com	Tim Reddick treddick@contechbuilding.com	Christopher Stone dan@hyde-stone.com	Christopher Stone dan@hyde-stone.com	Trisha Howell trisha@blackstoneelectric.com
Bid Contract Category	Total Base Bid				
Contract 1 - General Construction Contract	\$2,894,000.00	\$2,695,000.00			
Contract 2 - Mechanical Construction Contract			\$112,532.00		
Contract 3 - Plumbing Contract				\$199,077.00	
Contract 4 - Electrical Contract					\$361,935.00

The Purchasing Manager and Engineering Department in consultation with C&S Companies reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bids for the William J. Flynn Municipal Pool Rehabilitation Project as follows:

- **Contract #1 – General Construction:** Con Tech Building Systems, Inc. as the lowest responsive responsible bidder at a total price of **\$2,695,000.00**
- **Contract #2 – Mechanical:** Hyde-Stone Mechanical Contractors, Inc. as the lowest responsive responsible bidder at a total price of **\$112,532.00**
- **Contract #3 – Plumbing:** Hyde-Stone Mechanical Contractors, Inc. as the lowest responsive responsible bidder at a total price of **\$199,077.00.**

- **Contract #4 – Electrical:** Howell Enterprises Inc. dba Blackstone Electric as the lowest responsive responsible bidder at a total price of **\$361,935.00.**

Total Project Award Recommendation: \$3,368,544.00

Funding for the William J. Flynn Municipal Pool Rehabilitation Project is to be determined. The Council will have to decide whether to fund the rest of the project with cash or borrowing and, if cash, whether it comes from ARPA or Fund Balance. Budget re-adoption resolutions have been drafted for the two cash options and a Bond Ordinance was prepared for borrowing.

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



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

William J. Flynn Municipal Swimming Pool Rehabilitation

Bid / RFP Number:

Bid #2023-18

Opening Date:

Thursday, May 18, 2023 @ 2:00 PM

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

Vendor Name, Address and Point of Contact

Bette & Cring, LLC

Con Tech Building Systems,
Inc.

Hyde-Stone Mechanical
Contractors, Inc.

Hyde-Stone Mechanical
Contractors, Inc.

Blackstone Electric

Watertown, NY 13601

Gouverneur, NY 13642

Watertown, NY 13601

Watertown, NY 13601

Dexter, NY 13634

Bid Contract Category

Total Base Bid

Contract 1 - General Construction Contract

\$2,894,000.00

\$2,695,000.00

Contract 2 - Mechanical Construction Contract

\$112,532.00

Contract 3 - Plumbing Contract

\$199,077.00

Contract 4 - Electrical Contract

\$361,935.00

RESOLUTION

Page 1 of 1

Accepting Bid for William J. Flynn Municipal
Pool Rehabilitation Project –
Contract #1 General Construction
Con Tech Building Systems, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to rehabilitate and reconstruct the William J. Flynn Municipal Pool, Bathhouse, and installation of a Splash Pad located on 833 Woodbury Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for Contract #1 - General Construction for the William J. Flynn Pool Rehabilitation Project, and

WHEREAS on May 18, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Con Tech Building Systems, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Con Tech Building Systems, Inc. in the amount of \$2,695,000.00, and

BE IT FURTHER RESOLVED that the award of this bid is contingent on the City Council formally approving the sources of funding for the entire project, 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 _____

RESOLUTION

Page 1 of 1

Accepting Bid for William J. Flynn Municipal
Pool Rehabilitation Project –
Contract #2 Mechanical
Hyde-Stone Mechanical Contractors, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to rehabilitate and reconstruct the William J. Flynn Municipal Pool, Bathhouse, and installation of a Splash Pad located on 833 Woodbury Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Contract #2 - Mechanical for the William J. Flynn Pool Rehabilitation Project, and

WHEREAS on May 18, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Engineering Department and in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Hyde-Stone Mechanical Contractors, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Hyde-Stone Mechanical Contractors, Inc. in the amount of \$112,532.00, and

BE IT FURTHER RESOLVED that the award of this bid is contingent on the City Council formally approving the sources of funding for the entire project, 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 _____

RESOLUTION

Page 1 of 1

Accepting Bid for William J. Flynn Municipal
Pool Rehabilitation Project –
Contract #3 Plumbing
Hyde-Stone Mechanical Contractors, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to rehabilitate and reconstruct the William J. Flynn Municipal Pool, Bathhouse, and installation of a Splash Pad located on 833 Woodbury Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Contract #3 - Plumbing for the William J. Flynn Pool Rehabilitation Project, and

WHEREAS on May 18, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Engineering Department and in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Hyde-Stone Mechanical Contractors, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Hyde-Stone Mechanical Contractors, Inc. in the amount of \$199,077.00, and

BE IT FURTHER RESOLVED that the award of this bid is contingent on the City Council formally approving the sources of funding for the entire project, 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 _____

RESOLUTION

Page 1 of 1

Accepting Bid for William J. Flynn Municipal
Pool Rehabilitation Project –
Contract #4 Electrical
Howell Enterprises Inc. dba Blackstone Electric

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 rehabilitate and reconstruct the William J. Flynn Municipal Pool, Bathhouse, and installation of a Splash Pad located on 833 Woodbury Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Contract #4 - Electrical for the William J. Flynn Pool Rehabilitation Project, and

WHEREAS on May 18, 2023, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Engineering Department and in consultation with C&S Companies and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Howell Enterprises Inc. dba Blackstone Electric, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Howell Enterprises Inc. dba Blackstone Electric in the amount of \$361,935.00, and

BE IT FURTHER RESOLVED that the award of this bid is contingent on the City Council formally approving the sources of funding for the entire project, 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 _____

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Professional Services Agreement with C&S Companies for Construction Administration for the Flynn Pool and Bathhouse Rehabilitation

The City Council considered the bids for rehabilitation of the William J. Flynn Pool and Bathhouse Rehabilitation earlier in this agenda. If the Council accepted those bids, construction administration services will be needed. A proposal was requested from C&S Companies. They are proposing to perform those services for \$145,800.00.

A resolution approving the Professional Services Agreement with C&S Companies for construction administration services has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Professional Services Agreement with C&S Companies for Construction Administration for the Flynn Pool and Bathhouse Rehabilitation,

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 on May 22, 2023, the City of Watertown requested a proposal from C&S Companies regarding construction administration services for the rehabilitation of the William J. Flynn Pool and Bathhouse, and,

WHEREAS C&S Companies has submitted a proposal for construction administration services at a cost of \$145,800.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Professional Services Agreement with C&S Companies in the amount of \$145,800.00, a copy of which is attached and made part of this Resolution, and

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

Seconded by

May 23, 2023

Mr. Michael Delaney, P.E., City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601

RE: William J. Flynn Municipal Swimming Pool
Flynn Pool and Bathhouse Project
Construction Administration

Dear Michael,

C&S Engineers Inc. is pleased to present our proposal for the Construction Administration Services for the Flynn Pool and Bathhouse Project.

PROJECT DESCRIPTION:

Generally, the project consists of the Scope of Work outlined below:

It is our understanding that the building and pool are approximately 4,200 square feet and 5,500 square foot, respectively, and constructed circa 1980. The building consists of concrete masonry units and brick veneer with pre-cast concrete roof deck. The pool appears to be constructed of cast in place shotcrete with a marsonite masonry liner. The pool / deck shall be completely removed and a new pool / splash pad / deck with associated site work constructed. The interior of the existing bathhouse shall be renovated including but not limited to mechanical, plumbing and electrical work. The roofing shall be removed and replaced with new insulation and rubber membrane. Exterior shall include some minor masonry repairs.

SCOPE OF SERVICES:

Considering the above Scope of Work, C&S's Scope of Services are as follows:

Construction Administration Phase: (to be awarded upon approval of construction bids)

- Review and certify contractor's schedule of values.
- Draft and execute owner/Contractor agreement (City)
- Act as Owner's representative to administer the project.
- Attend pre-construction meeting (at site) with Owner and Contractors.
- One review for each shop drawing submittal.
- Periodically observe the contractor's activities with regard to compliance with contract specifications and drawings (an average of two site visits per week, assume a maximum of 100 visits).

- Monthly inspection reports.
- Conduct bi-weekly project meetings.
- Provide job clarifications and field directives as necessary.
- Assist in developing modifications and change orders to the contract where necessary whether the modifications are developed by the engineer, the owner, or result from claims submitted by the contractor. All change orders shall be approved by owner prior to proceeding with said work.
- Review certificates for payment and authorize payment for work completed less retainage.
- Conduct a final walk thru and distribute a punch list to contractor and copy owner.
- One final inspection of completed punch list items.
- Review close out paperwork including but not limited to Substantial Completion, Release of Liens and Warranty information.

ASSUMPTIONS:

- Third party testing is Not included and shall be contracted directly by the City. This is typically done on a half day or full day basis when required.

FEE:

We propose to provide the services associated with the Construction Administration phase of the project for a **lump sum fee of \$145,800** which includes direct expenses (it is assumed that the City would wait until bids are received and approved by council before entering into an agreement for the Construction Administration Services.). We have priced our professional services for this project as competitively as possible. Our goal is to deliver excellent professional services throughout the project while maintaining a reasonable funding stream to achieve a successful project. If the Scope of Service changes, this amount may require revision. However, no additional amount will be expended without your prior authorization.

This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
C&S ARCHITECTS, ENGINEERS, &
LANDSCAPE ARCHITECT, PLLC



Patrick J. Currier, Sr. R.A
Managing Architect

Accept this _____ day of _____, 20____

By: _____
(Authorized Representative)

**C&S Architects, Engineers, & Landscape Architect, PLLC is our primary architectural practice; however, C&S Engineers, Inc. will be the contracting entity*

Flynn Pool Facility Assessment and Feasibility Study

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ___ day of June, 2023, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and C&S Companies (C&S), a New York professional corporation with principal offices located at 200 Washington Street Suite 402B, Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, on May 22, 2023, the City requested a proposal from C&S, along with a scope of work to provide Construction Administration Services for the William J. Flynn Pool and Bathhouse Rehabilitation; and

WHEREAS, C&S responded with a proposal and scope of work in a letter addressed To the City Engineer, dated May 23, 2023, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and C&S desire to enter into an Agreement for the provision Of the professional services outlined in C&S' Proposal dated May 23, 2023; and

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with Construction Administration Services for the William J. Flynn Pool and Bathhouse Rehabilitation is as set forth in the proposal dated May 23, 2023, a copy of which is attached as Exhibit “A.”, for a Not to Exceed Fee of \$145,800.00.

Services will consist of Construction Administration Services for the William J. Flynn Pool and Bathhouse Rehabilitation, including onsite inspection of construction, creating inspection reports, and aiding in the review of submittals and payments. Details of this can be seen in the attached Exhibit “A.”

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer’s employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers’ Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit “A”, in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City’s approval authority for all services to be performed under this Agreement. The City Engineer shall

designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by July 31, 2024.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

To the City: Watertown City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To the Engineer: C&S Companies
Patrick Currier, RA
200 Washington Street Suite 402B
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this ____day of
June, 2023.

CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

C&S Companies

By: _____
Patrick Currier, RA
Managing Architect

EXHIBIT “A”

FEE PROPOSAL AND SCOPE OF SERVICES

The attachment on the next page displays the proposal from C&S Companies including their scope of services for Construction Administration Services.

May 23, 2023

Mr. Michael Delaney, P.E., City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601

RE: William J. Flynn Municipal Swimming Pool
Flynn Pool and Bathhouse Project
Construction Administration

Dear Michael,

C&S Engineers Inc. is pleased to present our proposal for the Construction Administration Services for the Flynn Pool and Bathhouse Project.

PROJECT DESCRIPTION:

Generally, the project consists of the Scope of Work outlined below:

It is our understanding that the building and pool are approximately 4,200 square feet and 5,500 square foot, respectively, and constructed circa 1980. The building consists of concrete masonry units and brick veneer with pre-cast concrete roof deck. The pool appears to be constructed of cast in place shotcrete with a marsonite masonry liner. The pool / deck shall be completely removed and a new pool / splash pad / deck with associated site work constructed. The interior of the existing bathhouse shall be renovated including but not limited to mechanical, plumbing and electrical work. The roofing shall be removed and replaced with new insulation and rubber membrane. Exterior shall include some minor masonry repairs.

SCOPE OF SERVICES:

Considering the above Scope of Work, C&S's Scope of Services are as follows:

Construction Administration Phase: (to be awarded upon approval of construction bids)

- Review and certify contractor's schedule of values.
- Draft and execute owner/Contractor agreement (City)
- Act as Owner's representative to administer the project.
- Attend pre-construction meeting (at site) with Owner and Contractors.
- One review for each shop drawing submittal.
- Periodically observe the contractor's activities with regard to compliance with contract specifications and drawings (an average of two site visits per week, assume a maximum of 100 visits).

- Monthly inspection reports.
- Conduct bi-weekly project meetings.
- Provide job clarifications and field directives as necessary.
- Assist in developing modifications and change orders to the contract where necessary whether the modifications are developed by the engineer, the owner, or result from claims submitted by the contractor. All change orders shall be approved by owner prior to proceeding with said work.
- Review certificates for payment and authorize payment for work completed less retainage.
- Conduct a final walk thru and distribute a punch list to contractor and copy owner.
- One final inspection of completed punch list items.
- Review close out paperwork including but not limited to Substantial Completion, Release of Liens and Warranty information.

ASSUMPTIONS:

- Third party testing is Not included and shall be contracted directly by the City. This is typically done on a half day or full day basis when required.

FEE:

We propose to provide the services associated with the Construction Administration phase of the project for a **lump sum fee of \$145,800** which includes direct expenses (it is assumed that the City would wait until bids are received and approved by council before entering into an agreement for the Construction Administration Services.). We have priced our professional services for this project as competitively as possible. Our goal is to deliver excellent professional services throughout the project while maintaining a reasonable funding stream to achieve a successful project. If the Scope of Service changes, this amount may require revision. However, no additional amount will be expended without your prior authorization.

This proposal will become an agreement upon your acceptance, as acknowledged below. Your acceptance will constitute authorization to proceed on this project.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
C&S ARCHITECTS, ENGINEERS, &
LANDSCAPE ARCHITECT, PLLC



Patrick J. Currier, Sr. R.A
Managing Architect

Accept this _____ day of _____, 20__

By: _____
(Authorized Representative)

**C&S Architects, Engineers, & Landscape Architect, PLLC is our primary architectural practice; however, C&S Engineers, Inc. will be the contracting entity*

Res No. 7 & 8

May 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Re-adoption of the Budget for the Flynn Pool Reconstruction and
Bathhouse Rehabilitation

Earlier tonight the City Council considered the bids submitted for the reconstruction of the Flynn pool and bathhouse rehabilitation. If the bids were approved City Council must identify the funding source for the \$3,150,000 difference between the current estimated project cost of \$3,900,000 and the initial project cost of \$750,000 which was funded by the American Rescue Plan Act.

The City Council may choose to fund it with cash or borrowing. Staff is recommending borrowing. If the Council chooses to follow this path you should approve the Bond Ordinance that is later on this agenda and ignore the two following resolutions. If the Council wishes to use cash, you should approve one of the following resolutions. Resolution 7 uses Fund Balance and Resolution 8 uses ARPA. Of the two, staff is recommending Fund Balance.

RESOLUTION

Page 1 of 2

Re-Adoption of Fiscal Year 2022-23 General
Fund Budget – Flynn Pool Reconstruction
and Bathhouse Rehabilitation

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 on May 24, 2021 the City Council adopted the Fiscal Years 2021-22 through 2025-26 Capital Budget, and

WHEREAS the adopted Fiscal Year 2021-22 Capital Fund Budget did not contain funding to design and rehabilitate the Flynn pool and bathhouse, and

WHEREAS on January 18, 2022 the City Council amended the Fiscal Years 2021-22 through 2025-26 Capital Budget to add the design and rehabilitation of the Flynn pool and bathhouse at an estimated cost of \$750,000 to the FY 2021-22 Capital Budget, and

WHEREAS on June 5, 2023 City Council was presented with a resolution to amend the Fiscal Years 2022-23 through 2026-27 Capital Budget to modify the scope of the Flynn Pool project to reconstruct the pool rather than rehabilitate the current structure and increase the estimated cost of the project to \$3,900,000, and

WHEREAS the amended project has a funding shortfall of \$3,150,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Year 2022-23 General Fund Budget to appropriate fund balance to cover the funding shortfall and,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby makes the following adjustments in the re-adopted General Fund Budget:

Revenues and Appropriated Fund Balance:

A.0000.0909 Fund Balance

\$ 3,150,000

Expenditures:

RESOLUTION

Page 2 of 2

Re-Adoption of Fiscal Year 2022-23 General
Fund Budget – Flynn Pool Reconstruction
and Bathhouse Rehabilitation

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

A.9950.0900 Transfer to Capital Projects Fund \$ 3,150,000

Seconded by

RESOLUTION

Page 1 of 1

Re-Adoption of Fiscal Years 2022-23 through
2026-27 Capital Budget – Flynn Pool
Reconstruction and Bathhouse Rehabilitation –
American Rescue Plan Act Funding

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 on May 24, 2021 the City Council adopted the Fiscal Years 2021-22 through 2025-26 Capital Budget, and

WHEREAS the adopted Fiscal Year 2021-22 Capital Fund Budget did not contain funding to design and rehabilitate the Flynn pool and bathhouse, and

WHEREAS on January 18, 2022 the City Council amended the Fiscal Years 2021-22 through 2025-26 Capital Budget to add the design and rehabilitation of the Flynn pool and bathhouse at an estimated cost of \$750,000 to the FY 2021-22 Capital Budget, and

WHEREAS on June 5, 2023 City Council was presented with a resolution to amend the Fiscal Years 2022-23 through 2026-27 Capital Budget to modify the scope of the Flynn Pool project to reconstruct the pool rather than rehabilitate the current structure and increase the estimated cost of the project to \$3,900,000, and

WHEREAS the amended project has a funding shortfall of \$3,150,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2022-23 through 2026-27 Capital Budget to appropriate an additional \$3,150,000 of American Rescue Plan Act funds to pay for the project.

Seconded by

May 26, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Intermunicipal Agreement for the Use of Recreational Facilities with Watertown City School District

This arrangement with the School District was started two years ago. The District and the City each had recreational facilities that the other used for a fee. Rather than charge each other, an agreement was entered into whereby each party is allowed the use of certain facilities owned by the other without charge.

This agreement is for another year and continues to allow the School District to use fields at the Fairgrounds (excluding the main fields) and North Elementary. The City will be allowed to use the North Elementary playground for the Summer Playground Program, the indoor pool on four occasions, and the Wiley tennis courts on four occasions. We are each providing similar value based on what is typically charged for each facility.

The agreement and a resolution approving it are attached for Council consideration.

RESOLUTION

Page 1 of 1

Approving Intermunicipal Agreement for
Use of Recreational Facilities with
Watertown City School District

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 Watertown City School District ("District") owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"), and

WHEREAS the City of Watertown ("City") owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "City Facilities") which are utilized by residents and organizations of the City of Watertown for recreational purposes, and

WHEREAS the City is desirous of utilizing the School Facilities for certain Parks and Recreation programs and events, and

WHEREAS the School District is desirous of utilizing the City Facilities for games and/or practices for its school teams, as well as certain other school programs and events, and

WHEREAS, pursuant to Article 5-G, §119-0 of the General Municipal Law the Parties are authorized to enter into inter-municipal cooperative agreements, and

WHEREAS the City is willing to allow the School District to utilize the City Facilities, and the School District is willing to allow the City to utilize the School Facilities for the benefit of the residents of the City and School District respectively, upon the terms and conditions contained in the Intermunicipal Agreement,

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

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

Seconded by _____

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made _____ by and among the City of Watertown, hereinafter call the "City" and the Watertown City School District, hereinafter called the "District", and collectively called the "Parties".

WITNESSETH:

WHEREAS, the District owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"); and

WHEREAS, the City owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "City Facilities") which are utilized by residents and organizations of the City of Watertown for recreational purposes; and

WHEREAS, the City is desirous of utilizing the School Facilities for certain Parks and Recreation programs and events; and

WHEREAS, the School District is desirous of utilizing the City Facilities for games and/or practices for its school teams, as well as certain other school programs and events; and

WHEREAS, the City is willing to allow the School District to utilize the City Facilities, and the School District is willing to allow the City to utilize the School Facilities for the benefit of residents of the City and School District respectively, upon the terms and conditions contained herein; and

WHEREAS, pursuant to Article 5-G, §119-O of the General Municipal Law the Parties are authorized to enter into inter-municipal cooperative agreements;

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

1. That the District shall be permitted to use the City sports fields located behind North Elementary, when such City Facilities are not needed for City purposes, for the conducting of games and practices for its school sport teams, as well as certain other school program and events, at no cost to the District.
2. That the District shall be permitted to use the City fields located at the Fairgrounds, excluding the main field, when such City Facilities are not needed for City purposes, for the conducting of games and practices for its school sports teams, as well as certain other school programs and events, at no cost to the District.
3. The City shall be permitted to use the North Elementary Playground for its Summer Playground program, when such playground is not needed for School District purposes, at no cost to the City.
4. That the City shall be permitted to use the District's pool facilities four (4) times, during the duration of this Agreement, for City Recreation programs and events,

as well as other City programs and events, when such School Facilities are not needed for School District purposes, at no cost to the City.

5. That the City shall be permitted to use the District's tennis courts located adjacent to Wiley Intermediate School four (4) times during the duration of this Agreement, for City Recreation programs and events, as well as other City programs and events, when such School Facilities are not needed for School District purposes, at no cost to the City.
6. That use by the School District of the City Facilities shall be coordinated with Scott Weller, Superintendent of the Parks and Recreation Department and the School District shall notify the City as far in advance as possible of its needed use of the City Facilities and on what dates and times and for what periods of time.
7. That use by the City of School Facilities shall be coordinated with the Superintendent of the Watertown City School District, or other member of the school staff designated by the Superintendent to facilitate such use (as determined by the School District), and the City shall notify the School District as far in advance as possible of its needed use of the School Facilities and on what dates and times and for what periods of time.
8. That the City shall make every attempt to accommodate the needs of the School District in utilizing the City Facilities with due recognition of the need to keep those facilities available for City programs and use by City residents and organizations. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the City shall provide the School District with at least 24 hours' notice of the need for cancellation or postponement of the planned activity.
9. That the School District shall make every attempt to accommodate the needs of the City in utilizing the School Facilities with due recognition of the need to keep those facilities available for School District programs and use by School District staff and students. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the School District shall provide the City with at least 24 hours' notice of the need for cancellation or postponement of the planned activity.
10. That the School District, when utilizing the City Facilities shall provide adequate supervision and safety measures for students, teachers and other school representatives who utilize the City Facilities. The School District agrees to comply with the City's policies, rules, regulations and procedures with regard to use of City Facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on City property at any time.
11. That the City when utilizing the School Facilities shall provide adequate supervision and safety measures for the residents, employees and representatives of the City who utilize the School Facilities. The City agrees to comply with the School District's policies, rules, regulations and procedures with regard to use of School District facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on the school property at any time.

12. The City shall be responsible for repairing any damage to the School Facilities when used by the City pursuant to this Agreement, and shall indemnify, and hold harmless, the School District from any damage, claim or liability which may be asserted against the School District as a result of the City's use of the School Facilities pursuant to this Agreement.
13. The School District shall be responsible for repair of any damage done to the City Facilities when used by the School District pursuant to this Agreement, and shall indemnify, and hold harmless, the City from any damage, claim or liability which may be asserted against the City as a result of the School District's use of the City Facilities pursuant to this Agreement.
14. That the City shall name the School District as an additional insured on its liability insurance policy and the School District shall name the City as an additional insured on its municipal liability insurance policy.
15. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.
16. This Agreement shall be for a term of one (1) year; the term to commence on July 1, 2023-June 30, 2024.
17. This Agreement may not be assigned by either party.
18. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.
19. That the _____ has executed this Agreement pursuant to Resolution adopted by the City Council, at a meeting thereof held on the _____ and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the School Board of the City of Watertown School District, at a meeting thereof held on the _____.

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

City of Watertown

By: _____

Kenneth A. Mix, City Manager

Watertown City School District

By: _____

Larry C. Schmiegel, Superintendent of Schools

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting Change Order No.1 with Heritage Masonry Restoration, Inc.,
for the Thompson Park Pinnacle Masonry Restoration Project

At the September 19, 2022, meeting, City Council approved the bid for the Thompson Park Pinnacle Masonry Restoration Project to Heritage Masonry Restoration Inc. in the amount of **\$191,500.00**

Heritage Masonry Restoration Inc. has now submitted Change Order No. 1 in the amount of **\$17,500.00** more due to an increase in the scope of work for the project, bringing the final construction cost to **\$209,000.00**. During construction it was discovered that the Project requires additional Labor and Material for Repointing the Pinnacle Pavilion Columns and Cheek Walls in addition to the percentages on the Contract Drawings. Also, during the preparation of the Park Master Plan a photo was found that showed what the wall originally looked like. This additional work will restore it to its original condition and represents \$4,500 of the Change Order. Historic and current photos are on the next page.

A resolution approving this change order has been prepared for City Council consideration. The resolution also states that the funding for the additional cost will come from the American Rescue Plan Act.

RESOLUTION

Page 1 of 1

Accepting Change Order No. 1 with
Heritage Masonry Restoration, Inc. for
the Thompson Park Pinnacle Masonry
Restoration Project

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 Engineering Department has received Change Order No. 1 for the Thompson Park Pinnacle Masonry Restoration Project from Heritage Masonry Restoration, Inc., and

WHEREAS the Contractor's Original Contract Price of **\$191,500.00** has been increased by **\$17,500.00** due to an increase in the scope of work, and

WHEREAS the Engineering Department has reviewed the Change Order, and it is their recommendation that the City Council accept the Change Order submitted by Heritage Masonry Restoration, Inc.,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts Change Order No. 1 for the Thompson Park Pinnacle Masonry Restoration Project, and

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

BE IT FURTHER RESOLVED that funding for the additional cost will come from the City's American Rescue Plan Act allocation.

Seconded by



#3971
AUG. 1-1902











HERITAGE MASONRY RESTORATION, INC.

CELEBRATING 25 YEARS – 1989-2014

222 MIDLER PARK DRIVE

SYRACUSE, NY 13206

TELEPHONE: (315)423-9889

FAX: (315) 428-8714

Date: May 25, 2023

Job Name: Thompson Park

Job Location: Watertown, NY

We will provide the labor and materials for the following:

Additional repointing on columns and cheekwalls of pavilion.

650 square feet @ \$20.00 per sf = \$13,000.00

Rebuild stone to match "1902" photo @ end of cheekwall

Total: \$4,500.00

Grand Total: \$17,500.00

Estimate excludes asbestos and PCB abatement, insurance in excess of \$1 Mil GL and Auto and \$5 Mil Umbrella, work not listed or detailed above, taxes and bonds.

Any questions please call Jamie Sylvester. Estimate good for 10 days from date above.

THANK YOU

Change Order

No. 1

Date of Issuance: 5/25/2023

Effective Date: 5/25/2023

Project: Thompson Park Pinnacle Masonry Restoration Project	Owner: City of Watertown	Owner's Contract No.:
Contract: Thompson Park Pinnacle Masonry Restoration Project		Date of Contract: 9/22/2022
Contractor: Heritage Masonry Restoration Inc.		Engineer's Project No.:

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

Description: The Thompson Park Masonry Restoration Project requires additional Labor and Material for the Pinnacle Pavilion Columns and Cheek Walls in addition to the percentages noted on the Contract Drawings.

Attachments: (List documents supporting change):

Attached Quote from Heritage Masonry Restoration Inc.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 191,500.00

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

Contract Price prior to this Change Order:

\$ 191,500.00

[Increase] of this Change Order:

\$ 17,500.00

Contract Price incorporating this Change Order:

\$ 209,000.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

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

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 5/25/2023

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 05/25/23

Approved by Funding Agency (if applicable): _____

Date: _____

May 30, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving Contract Amendment No. 1 with BCA Architects & Engineers for Construction Administration and Inspection Services for the Grant-Seward-Henry Street Reconstruction Project

On December 20, 2021, the City Council approved a contract with BCA Architects & Engineers for design services for the Grant-Seward-Henry Street Reconstruction Project in the amount of \$218,000.

The construction of the project went out to bid earlier this year and the City Council accepted a bid for the construction from Luck Bros., Inc. at its April 17, 2023, meeting, in an amount of \$3,403,203.50.

City Staff requested that BCA Architects & Engineers provide a proposal to provide construction and post-construction administrative services and resident project representative inspection services for the project. In addition to construction administration and inspection, the attached Amendment No. 1 to the Engineering Services Agreement also includes funding for additional design services that occurred during the design phase of the project that were outside of the scope of the original agreement.

The amount of Amendment No. 1 to the Engineering Services Agreement is \$295,000 which brings the total amount of the agreement to \$513,000.

The attached resolution approves Amendment No. 1 to the contract and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving Contract Amendment No. 1
with BCA Architects & Engineers for
Construction Administration and Inspection
Services for the Grant-Seward-Henry
Street Reconstruction Project

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 on December 20, 2021, the City Council approved a contract with BCA Architects & Engineers for the design of the Grant-Seward-Henry Street Reconstruction Project in an amount of \$218,000, and

WHEREAS, the City Council, at its April 17, 2023, meeting, accepted a bid for the construction of the project from Luck Bros., Inc., in an amount of \$3,403,203.50, and

WHEREAS the City desires to amend the agreement with BCA Architects & Engineers to provide construction and post-construction administrative services, resident project representative inspection services as well as additional design services, and

WHEREAS BCA Architects & Engineers has provided Amendment No. 1 to the Engineering Services Agreement dated December 21, 2021,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 1 to the Engineering Services Agreement dated December 21, 2021, in the amount of \$295,000, between the City of Watertown and BCA Architects & Engineers, a copy of which is attached and made a part of this resolution, bringing the total amount of the agreement to \$513,000, and

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

Seconded by



WATERTOWN

327 MULLIN STREET
WATERTOWN
NEW YORK 13601

TEL 315.782.8130

May 24, 2023

Mr. Kenneth Mix, City Manager

City of Watertown

245 Washington Street, Suite 305, City Hall
Watertown, NY 13601

**Re: City of Watertown
Amendment No. 1 to the Engineering Agreement
Grant Street, Seward Street Reconstruction Project
BCA Project No. 2021-138**

Dear Mr. Mix:

We are writing to provide you with Contract Amendment No. 1 to our Engineering Services Agreement dated December 21, 2021 for the above referenced project.

This amendment proposes to add Construction Phase Services, Post-Construction Phase Services, and Resident Project Representative Services, as well as the following Additional Services line items:

- f. Value Engineering Investigation
- g. Lincoln Waterline Design

These services are indicated on the attached Exhibit K, Appendix 2 to Exhibit C, and the Amended Reimbursable Schedule.

If this amendment meets your satisfaction, please execute all three (3) copies, as well as the attached Exhibit K and return two (2) copies to our office.

If you have should have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

BERNIER, CARR & ASSOCIATES ENGINEERS, ARCHITECTS & LAND SURVEYORS, P.C.

Jeremy Glen, P.E.

Associate Principal / Civil Engineer

I:\Projects\2021-000\2021-138.(C)\Watertown\Agreement\Owner-BCA\Amendment 1\Mix 03.23.2023.docx

Enclosures: Appendix 1 to Exhibit C
Exhibit K – Amendment to Owner-Engineer Agreement

Cc: Mr. Michael Altieri, PE – BCA Architects & Engineers

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 21, 2021, and amended May 24, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 24, 2023
- b. Owner: City of Watertown
- c. Engineer: Bernier, Carr & Associates, Engineers, Architects & Land Surveyors, PC
- d. Project: Grant Street & Seward Street Reconstruction Project

2. *Description of Modifications:*

- ~~a. Engineer shall perform or furnish the following Additional Services:~~
- ~~b.~~ The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
Add \$70,000 for hourly Construction Phase Services to be charged hourly based on the rates on Appendix 2 of Exhibit C
Add \$20,000 for hourly Post-Construction Phase Services to be charged hourly based on the rates on Appendix 2 of Exhibit C
- ~~c. The responsibilities of Owner are modified as follows: _____~~
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
Add f. Value Engineering Investigation, estimated at \$3,000 hourly/expenses
Add g. Lincoln Waterline Design, estimated at \$2,000 hourly/expenses
- ~~e. The schedule for rendering services is modified as follows: _____~~
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
Add line item for Resident Engineer at a rate of \$125.00/hour to Appendix 2 of EXHIBIT C. Estimated at \$200,000.

5. Agreement Summary (Reference only)	
a. Original Agreement amount:	\$ 218,000.00
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 295,000.00
d. Adjusted Agreement amount:	\$ 513,000.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is **May 24, 2023.**

OWNER:
City of Watertown

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

By: _____

By: _____

Title: City Manager

Title: Principal / Engineer

Date
Signed: _____

Date Signed: _____

C.4.08 Summary of Payments to ENGINEER

A. The compensation provisions of this Exhibit C are summarized as follows:

Description of Services	<u>Original Agreement</u>	<u>Amendment No. 1</u>	<u>Total Contract Amount Incl. Amendment. No. 1,2&3</u>	<u>Total Basis of Payment</u>
2. Basic Services				
a. Preliminary Design Phase	\$ 51,000.00	\$ -	\$ 51,000.00	Lump Sum
b. Final Design Phase	\$ 74,000.00	\$ -	\$ 74,000.00	Lump Sum
c. Bidding and Negotiating Phase	\$ 10,000.00	\$ -	\$ 10,000.00	Lump Sum
d. Construction Phase	TBD	\$ 70,000.00	TBD	Hourly/Expenses
e. Post-Construction Phase	TBD	\$ 20,000.00	TBD	Hourly/Expenses
TOTAL (Basic Services)	\$ 135,000.00	\$ 90,000.00	\$ 135,000.00	
3. Resident Project Representative	TBD	\$ 200,000.00	TBD	Hourly/Expenses
4. Additional Services				
a. Base Mapping / Topographic Survey	\$ 30,000.00	\$ -	\$ 30,000.00	Hourly/Expenses
b. Verification of Existing Conditions	\$ 31,000.00	\$ -	\$ 31,000.00	Hourly/Expenses
c. Required Approvals and Documentations	\$ 11,000.00	\$ -	\$ 11,000.00	Hourly/Expenses
d. Subsurface Investigation	\$ 8,000.00	\$ -	\$ 8,000.00	Hourly/Expenses
e. Expenses	\$ 3,000.00	\$ -	\$ 3,000.00	Hourly/Expenses
f. Value Engineering Investigation		\$ 3,000.00		
g. Lincoln Watermain Design		\$ 2,000.00		
TOTAL (Additional Services)	\$ 83,000.00	\$ 5,000.00	\$ 83,000.00	
TOTAL ESTIMATED CONTRACT AMOUNT	\$ 218,000.00	\$ 295,000.00	\$ 513,000.00	

(Appendix 1 to Exhibit C - Standard Hourly Rates Schedule)

EJCDC E-510 Standard Form of Agreement Between Owner and Engineer for Professional Services, Funding Agency Edition
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Sheet C-1 - Page 1 of 1

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 21 2021 *and amended May 24, 2023*.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

HOURLY RATE SCHEDULE

Senior Principal	\$	170.00 per hour
Principal	\$	160.00 per hour
Associate Principal.....	\$	155.00 per hour
Senior Engineer / Associate	\$	150.00 per hour
Engineer	\$	130.00 per hour
Senior Project Manager.....	\$	115.00 per hour
Project Manager	\$	105.00 per hour
Junior Engineer 3	\$	95.00 per hour
Junior Engineer 2	\$	90.00 per hour
Junior Engineer 1	\$	85.00 per hour
Sr. Design Drafter	\$	100.00 per hour
Drafter.....	\$	85.00 per hour
Project Assistant	\$	80.00 per hour
Resident Engineer.....	\$	125.00 per hour
Senior Field Representative	\$	105.00 per hour
Field Representative.....	\$	95.00 per hour
Intern	\$	50.00 per hour
Field Survey Crew (2-man, NYS prevailing rate)	\$	260.00 per hour
Field Survey Crew (2-man, regular rate).....	\$	200.00 per hour
UAV Pilot.....	\$	150.00 per hour
Sr. Geospatial Technician	\$	105.00 per hour
Survey / Geospatial / GPS Technician	\$	95.00 per hour
Geospatial Field Assistant	\$	90.00 per hour
Administration	\$	75.00 per hour

In addition to the above-stipulated fees, reimbursement for travel and incidental expenses are as follows:

Travel by auto (per mile).	per IRS Rate
Travel by Field Truck/Survey Vehicle (per mile).	per IRS Rate x 1.25
Travel by Air	Actual Cost
Expenses	Direct Cost + 15%

May 31, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 Sewer Fund Budget and Capital Fund Budget – Grant Street, Seward Street, and Henry Street Construction Project

On April 17th City Council accepted the base bid submitted by Luck Bros. Inc in the amount of \$2,881,204.50 and also accepted the bid alternate #1 in the amount of \$521,999 for ornamental streetlights which has created a funding shortfall. The budget readoption resolution on that agenda was not introduced, because it needed to be changed due to the addition of the ornamental streetlights.

The following resolution increases the cost and scope of the project as well as appropriates additional American Rescue Plan Act of 2021 funds and an additional appropriation from the Sewer Fund to cover funding gap.

A summary of the project costs are as follows:

Design	\$ 218,000
Construction	2,881,205
Construction alternate # 1 (ornamental lighting)	521,999
Construction Inspection	295,000
Contingency	<u>33,796</u>
Total	<u>\$3,950,000</u>

RESOLUTION

Page 1 of 2

Readopting Fiscal Years 2022-23 Capital Budget and Fiscal Year 2022-23 Sewer Fund Budget – Grant Street, Seward Street and Henry Street Reconstruction Project

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 on September 7, 2021, the City Council re-adopted the Fiscal Years 2021-22 Capital Budget to add the Henry Street and Grant Street water main replacement projects at an estimated cost of \$400,000 funded by American Rescue Act of 2021 (ARPA) funds, and

WHEREAS on September 20, 2021, the City Council re-adopted the Fiscal Years 2021-22 Capital Budget to add the Seward Street reconstruction project at an estimated cost of \$850,000 funded by ARPA funds (\$200,000), Community Development Block Grant (CDBG) funds (\$300,000), Consolidated Local Street and Highway Improvement Program (CHIPS) funds (\$150,000) and a transfer from the Sewer Fund (\$200,000), and

WHEREAS on June 6, 2022 the City Council passed a resolution adopting the Fiscal Year 2022-23 Capital Budget which included the Grant Street and Henry Street reconstruction project at an estimated cost of \$1,200,000 funded by ARPA funds (\$695,258), CDBG funds (\$254,742) and a transfer from the Sewer Fund (\$250,000), and

WHEREAS on April 17, 2023 the City Council accepted the base bid submitted by Luck Bros. Inc., in the amount of \$2,881,204.50 which created a project funding shortfall of \$1,075,000, and

WHEREAS on April 17, 2023 the City Council accepted bid alternate #1 in the amount of \$521,999 which has created an additional funding shortfall,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2022-23 Capital Budget to add the ornamental streetlights to the Grant Street, Henry Street and Seward Street reconstruction project at a cost of \$521,999, and

BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2022-23 Capital Budget to amend the projects costs as follows:

RESOLUTION

Page 2 of 2

Readopting Fiscal Years 2022-23 Capital
Budget and Fiscal Year 2022-23 Sewer Fund
Budget – Grant Street, Seward Street and
Henry Street Reconstruction Project

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

Seward Street	\$ 950,000
Grant Street / Henry Street	\$ 3,000,000

,and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2022-23 Sewer Fund Budget to provide the funding for the sanitary sewer portions of the Grant Street, Henry Street and Seward Street reconstruction project and makes the following adjustments in the re-adopted Sewer Fund Budget:

SEWER FUND

Appropriated Fund Balance:

G.0000.0900	Fund Balance	<u>\$ 87,000</u>
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Expenditures:

G.9950.0900	Transfer to Capital Projects Fund (Seward St)	(\$ 75,000)
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G.9950.0900	Transfer to Capital Projects Fund (Grant St./Henry St.)	<u>\$ 162,000</u>
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Total Expenditures		<u>\$ 87,000</u>
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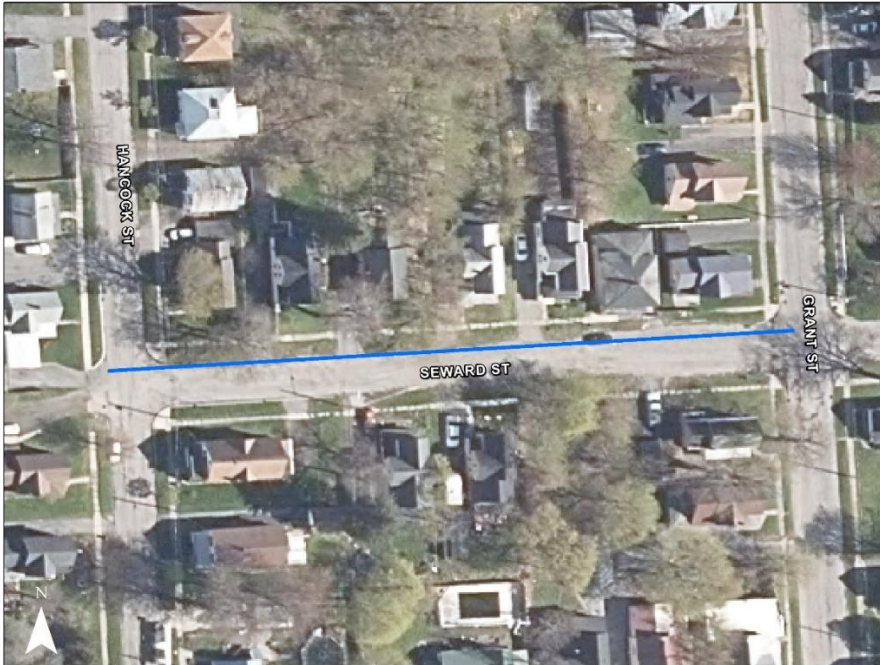
,and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby appropriates additional ARPA funds for the Grant Street, Henry Street and Seward Street reconstruction project as follows:


Seward Street	\$ 199,920
Grant Street / Henry Street	\$ 1,267,776

Seconded by

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
STREET, SIDEWALKS, STORM SEWER, WATER MAIN
and SANITARY SEWER**

PROJECT DESCRIPTION			COST
Seward Street Reconstruction			\$950,000
<p>This project includes reconstruction of Seward Street and all of its underground utilities where needed. The project also includes the installation of ornamental street lighting.</p> 			
	Original Budget	Re-adopted Budget	
Street - CHIPs	\$ 150,000	\$ 150,000	
Street - CDBG	\$ 150,000	\$ 75,734	
Street – ARPA (includes lighting alternate)	\$ -	\$ 199,920	
Storm Sewer - CDBG	\$ -	\$ 138,852	
Sidewalk - CDBG	\$ 150,000	\$ 60,494	
Water - ARPA	\$ 200,000	\$ 200,000	
Sanitary - Sewer Fund (G.9950.0900)	<u>\$ 200,000</u>	<u>\$ 125,000</u>	
	<u>\$ 850,000</u>	<u>\$ 950,000</u>	
TOTAL			\$ 950,000

**FISCAL YEAR 2022-2023
CAPITAL BUDGET
INFRASTRUCTURE
STREETS, SIDEWALKS, STORM SEWERS, WATER
MAINS and SANITARY SEWERS**

PROJECT DESCRIPTION			COST
Grant / Henry Street Reconstruction			\$3,000,000
<p>The Grant / Henry Street Reconstruction Project involves the replacement of curbs and repaving of Grant and Henry Streets between Main Street East and Starbuck Avenue Street using CDBG grant funding provided by HUD. CDBG funding allocated in fiscal year 21-22 was utilized for sidewalks in the same area. Remaining funds from the sidewalk project will be used for a portion of the street reconstruction. American Rescue Plan Act and CHIPs funding have also been allocated for the replacement of the water main and paving. The project also includes the installation of ornamental street lighting.</p> 			
	Original Budget	Re-adopted Budget	
Street - CDBG	\$ 254,742	\$ 75,045	
Street – ARPA (includes lighting alternate)	\$ 345,258	\$ 1,217,271	
Storm Sewer - ARPA	\$ 350,000	\$ 464,852	
Sidewalk - CDBG	\$ -	\$ 149,921	
Sidewalk - ARPA	\$ -	\$ 52,604	
Water - ARPA	\$ 400,000	\$ 628,307	
Sanitary - Sewer Fund (G.9950.0900)	<u>\$ 250,000</u>	<u>\$ 412,000</u>	
	<u>\$ 1,600,000</u>	<u>\$ 3,000,000</u>	
TOTAL			\$3,000,000

May 23, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement for Public Benefit Services with Community Action Planning Council of Jefferson County, Inc.

Attached for City Council's consideration is a Public Benefit Services Agreement with the Community Action Planning Council of Jefferson County, Inc. Since 1967, when the CAPC was incorporated and designated as the official anti-poverty agency in Jefferson County, the City of Watertown and Jefferson County have provided the local match used to leverage State and Federal program service dollars.

The Community Action Planning Council provides services that promote the education, charity, health, safety and welfare of the citizens of the City of Watertown. This agreement specifically identifies the services that will be provided to the citizens of this community and funded by the City of Watertown. The term of this Agreement is for one year beginning July 1, 2022 and ending June 30, 2023. Funding in the amount of \$10,000 to support this initiative is included in the FY 2022-2023 Adopted Budget.

A Resolution approving the Agreement between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement for Public Benefit
Services with Community Action Planning
Council of Jefferson County, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the Community Action Planning Council of Jefferson County, Inc. (CAPC) was incorporated and designated in 1967 as the official anti-poverty agency for Jefferson County, and

WHEREAS since that time, CAPC has received funds from local governments as the local share required to leverage State and Federal program service dollars, and

WHEREAS the services provided by CAPC promote the public purposes of education, charity, health, safety and welfare of the citizens of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services between the City of Watertown and the Community Action Planning Council of Jefferson County, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by _____

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

This Agreement made by and between the City of Watertown, New York (City)
and the Community Action Planning Council of Jefferson County, Inc. (CAPC).

WITNESSETH

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

Article I. DESCRIPTION OF SERVICES. The Community Action Planning Council of Jefferson County, Inc. provides services that are considered to be for a public purpose. The Community Action Planning Council provides services which promote the education, charity, health, safety and welfare of the citizens of the City of Watertown.

Article II. ELIGIBLE ACTIVITIES. Eligible activities of the Community Action Planning Council reimbursable by the City shall promote a public purpose. Specifically, the Community Action Planning Council shall provide the following services to the citizens of the City of Watertown:

- a. Assist individuals and families to secure and retain meaningful employment.
- b. Assist individuals and families to attain an adequate education.
- c. Assist individuals and families to counteract conditions of starvation and malnutrition.
- d. Assist individuals and families to make a better income.
- e. Assist individuals and families to obtain emergency assistance.
- f. Assist individuals and families to obtain and maintain adequate housing.
- g. Assist individuals and families to remove obstacles that block self-sufficiency.

Article III. INELIGIBLE ACTIVITIES. Activities of the Community Action Planning Council, which do not promote a public purpose, shall be ineligible for reimbursement. Activities which are ineligible for reimbursement shall include, but not be limited to, land acquisition, salaries, utilities, fuel, insurance, interest, purchase of equipment, or program activities solely directed toward or restricted to organizational membership.

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

Article V. MANNER OF PAYMENT.

a. The City agrees to provide Ten Thousand Dollars (\$10,000) to the Community Action Planning Council for the term specified above.

b. Payment shall be made by the City Comptroller. The annual payment will be made on or after December 1st. Payment will only be made upon the City's receipt of a fully executed copy of this Agreement and a signed City Invoice form.

c. Payment shall be made by the City Comptroller upon the receipt of an executed Service Agreement between the City of Watertown and the Community Action Planning Council. Along with their reimbursement request, the CAPC will provide a verified list of expenditures which used City funds provided under this Agreement.

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

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

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

Article IX. ANNUAL REPORT. The CAPC will provide the City of Watertown with a copy of their annual financial report. If not included in the annual financial report, an additional report shall be submitted which details the services provided by CAPC to the citizens of Watertown.

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

THE CITY:

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

THE COMMUNITY ACTION PLANNING COUNCIL:

Executive Director
Community Action Planning Council of Jefferson County, Inc.
518 Davidson Street
Watertown, New York 13601

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

IN WITNESS WHEREOF, the City of Watertown and the Community Action Planning Council of Jefferson County, Inc. have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

BY: City Manager Kenneth A. Mix

THE COMMUNITY ACTION PLANNING COUNCIL OF JEFFERSON COUNTY, INC.

BY: Executive Director Craig Cashman

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Accepting Change Order No.1 with CCI Companies, Inc for the Watertown Streetscape Design Improvements Project

At the June 6, 2022, meeting, City Council approved the bid for the Watertown Streetscape Design Improvements Project to CCI Companies, Inc. in the amount of **\$3,647,704.75**

CCI Companies, Inc. has now submitted Change Order No. 1 in the amount of **\$20,612.42** more due to an increase in the scope of work for the project, bringing the final construction cost to **\$3,668,317.17**. During construction it was discovered that the Project requires additional Labor and Material for Resurfacing the sidewalk in front of 130 Court St due to an underground utility vault preventing typical excavation.

A resolution approving this change order has been prepared for City Council consideration. The resolution also states that the funding for the additional cost will come from the American Rescue Plan Act.

RESOLUTION

Page 1 of 1

Accepting Change Order No. 1 with
CCI Companies, Inc. for the
Watertown Streetscape Design
Improvements Project

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 Engineering Department has received Change Order No. 1 for the Watertown Streetscape Design Improvements Project from CCI Companies, Inc., and

WHEREAS the Contractor's Original Contract Price of **\$3,647,704.75** has been increased by **\$20,612.42** due to an increase in the scope of work, and

WHEREAS the Engineering Department has reviewed the Change Order, and it is their recommendation that the City Council accept the Change Order submitted by CCI Companies, Inc,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts Change Order No. 1, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute the Change Order with CCI Companies, Inc.

BE IT FURTHER RESOLVED that funding for the additional cost will come from the City's American Rescue Plan Act allocation.

Seconded by

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: **street** Item No.: _____ Quantity: **1.00** Units: **ls**

Item Description : Chipping concrete sidewalks for overlay (concrete to be paid by item 608.XX)

☒ Insurance Based on Payroll ☐ Insurance Based on Total Sales

NOTE: Please remove Insurance Rate from Section (F) before changing the selection above

(A) LABOR

[illegible]

If Fringes are paid directly to employee
via cash or check, Enter value here:

\$ 0.00

Worker's Compensation Rate (%):

10.79 %

(The Contractor shall submit an insurance policy declaration / rate page from its insurer to validate the Workers Comp insurance rate based on an EMR of 1.0.)

Total of Wages and Fringes:	\$ 9,908.40
-----------------------------	-------------

Workers Compensation:	\$ 586.80
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Standard Labor Markup:	\$ 679.80
------------------------	-----------

Fringe Benefit Markup: \$ 0.00

Labor Total:	\$11,175.00
---------------------	--------------------

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Epoxy Dowels	ea	32.00	\$10.00	\$320.00					
Wire Mesh	ea	17.00	\$32.49	\$552.33					
Epoxy	ea	5.00	\$45.00	\$225.00					
Tie Wire	ea	1.00	\$10.85	\$10.85					
Materials Total:								\$1,108.18	

(C) EQUIPMENT

(C) EQUIPMENT							
Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Walk Behind Saw	16.00	\$3.75	\$60.00	Air Drill	10.00	\$1.34	\$13.40
Loader	16.00	\$71.02	\$1,136.32	Demo Saw	10.00	\$3.75	\$37.50
Chipping Hammer (x2)	32.00	\$1.34	\$42.88	Water Truck	10.00	\$104.26	\$1,042.60
Air Compressor	30.00	\$57.52	\$1,725.60	Pickup	30.00	\$14.95	\$448.50
Equipment Total:						\$ 4,506.80	

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost
Services Total:							

(E) OVERHEAD & PROFIT

(E) OVERHEAD & PROFIT		OH & Profit %	Cost
Labor, Materials, & Equipment Total :	\$ 16,789.98	20.00	\$ 3,358.00
Services:			\$ 0.00

Overhead & Profit Total:	\$ 3,358.00
-------------------------------------	--------------------

(F) INSURANCE

(F) INSURANCE									
Insurance Rate %	8.54	Wages + any Fringes Paid in Cash	\$5,438.40	Insurance Total:		\$ 464.44			
Item Total:	\$ 20,612.42	Unit Price:	\$ 20,612.42	per ls					

Marcus Moser  5/26/23
Contractor's Rep Name Signature Date

Engineer-in-Charge's Name

Signature

Date _____



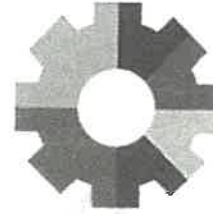
Rental Rate Blue Book®

May 17, 2023

Miscellaneous 8X4 18YD 85KGWV
On-Highway Rear Dumps

Size Class:
60,001 lbs & Over
Weight:
21021 lbs

Water Truck



Configuration for 8X4 18YD 85KGWV

Axle Configuration	8X4	Horsepower	450.0
Maximum Gross Vehicle Weight	85000.0 lbs	Power Mode	Diesel
Struck Capacity	15.0 - 18.0 cu yd		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,455.00	USD \$1,530.00	USD \$385.00	USD \$58.00	USD \$73.27	USD \$104.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$5,455.00	USD \$1,530.00	USD \$385.00	USD \$58.00	USD \$73.27	USD \$104.26

Non-Active Use Rates

	Hourly
Standby Rate	USD \$22.94
Idling Rate	USD \$84.50

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	52%	USD \$2,836.60/mo
Overhaul (ownership)	26%	USD \$1,418.30/mo
CFC (ownership)	11%	USD \$600.05/mo
Indirect (ownership)	11%	USD \$600.05/mo
Fuel (operating) @ USD 4.25	73%	USD \$53.51/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DOUG FUSILLO
(dfusillo@ccicompanies.com)

Rental Rate Blue Book®

May 19, 2023

Miscellaneous 14-6.0
Cut-Off Saws

Size Class:

All

Weight:

23 lbs

Walk Behind
+
Demo Saw


Configuration for 14-6.0

Blade Diameter

14.0 in

Power Mode

Gasoline

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$340.00	USD \$95.00	USD \$24.00	USD \$4.00	USD \$1.82	USD \$3.75
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$340.00	USD \$95.00	USD \$24.00	USD \$4.00	USD \$1.82	USD \$3.75

Non-Active Use Rates

Hourly

Standby Rate

USD \$1.22

Idling Rate

USD \$2.99

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	53%	USD \$180.20/mo
Overhaul (ownership)	37%	USD \$125.80/mo
CFC (ownership)	6%	USD \$20.40/mo
Indirect (ownership)	4%	USD \$13.60/mo
Fuel (operating) @ USD 3.46	58%	USD \$1.06/hr

Revised Date: 2nd quarter 2023

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(dfusillo@ccicompanies.com)

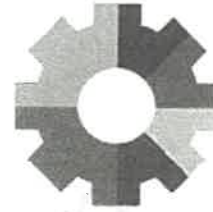
Rental Rate Blue Book®

August 16, 2021

Miscellaneous STANDARD 60-65 LBS
Hand-Held Pavement Breakers

Size Class:
56 - 70 lbs
Weight:
68 lbs

Chipping Hammer
Air Drill


Configuration for STANDARD 60-65 LBS

Weight 60-65 lbs

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$115.00	USD \$32.00	USD \$8.00	USD \$1.00	USD \$0.60	USD \$1.25
Adjustments						
Region (New York: 118%)	USD \$20.70	USD \$5.76	USD \$1.44	USD \$0.18		
Model Year (2015: 96.2%)	(USD \$5.16)	(USD \$1.43)	(USD \$0.36)	(USD \$0.04)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$130.54	USD \$36.33	USD \$9.08	USD \$1.14	USD \$0.60	USD \$1.34

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.37
Idling Rate	USD \$0.74

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$43.70/mo
Overhaul (ownership)	55%	USD \$63.25/mo
CFC (ownership)	2%	USD \$2.30/mo
Indirect (ownership)	5%	USD \$5.75/mo

Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2021

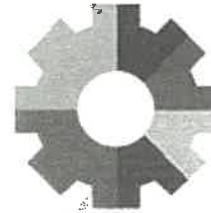
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DOUG FUSILLO
(dfusillo@ccicompanies.com)

Rental Rate Blue Book®

May 17, 2023

Ingersoll Rand P185WJD (disc. 2012)
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cu ft/min
Weight:
2505 lbs

Configuration for P185WJD (disc. 2012)

Air Delivery Rating **185.0 cu ft/min** Horsepower **80.0**
Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$4,755.00	USD \$1,330.00	USD \$335.00	USD \$50.00	USD \$30.50	USD \$57.52
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2012: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$4,755.00	USD \$1,330.00	USD \$335.00	USD \$50.00	USD \$30.50	USD \$57.52

Non-Active Use Rates

	Hourly
Standby Rate	USD \$9.19
Idling Rate	USD \$39.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	15%	USD \$713.25/mo
Overhaul (ownership)	66%	USD \$3,138.30/mo
CFC (ownership)	10%	USD \$475.50/mo
Indirect (ownership)	9%	USD \$427.95/mo
Fuel (operating) @ USD 4.25	40%	USD \$12.23/hr

Revised Date: 2nd quarter 2023

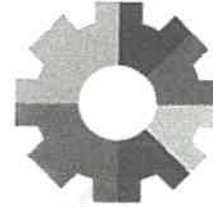
These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DOUG FUSILLO
(dfusillo@ccicompanies.com)

Rental Rate Blue Book®

May 17, 2023

Miscellaneous 4X2 1/2 143 CONV GAS
On-Highway Light Duty Trucks

Size Class:
100 - 199 hp
Weight:
N/A

Configuration for 4X2 1/2 143 CONV GAS

Axle Configuration	4X2	Cab Type	Conventional
Horsepower	143.0	Power Mode	Gasoline
Ton Rating	1/2		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$570.00	USD \$160.00	USD \$40.00	USD \$6.00	USD \$11.71	USD \$14.95
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$570.00	USD \$160.00	USD \$40.00	USD \$6.00	USD \$11.71	USD \$14.95

Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.53
Idling Rate	USD \$12.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	56%	USD \$319.20/mo
Overhaul (ownership)	22%	USD \$125.40/mo
CFC (ownership)	9%	USD \$51.30/mo
Indirect (ownership)	13%	USD \$74.10/mo
Fuel (operating) @ USD 3.46	80%	USD \$9.39/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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(dfusillo@ccicompanies.com)

Rental Rate Blue Book®
Deere 544H (disc. 2004)
4-Wd Articulated Wheel Loaders

Size Class:
120 - 134 hp
Weight:
25873 lbs

Configuration for 544H (disc. 2004)

Operator Protection

ROPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$6,410.00	USD \$1,795.00	USD \$450.00	USD \$68.00	USD \$34.60	USD \$71.02
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2004: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,410.00	USD \$1,795.00	USD \$450.00	USD \$68.00	USD \$34.60	USD \$71.02

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly

USD \$24.40
USD \$47.42

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD \$2,499.90/mo
Overhaul (ownership)	33%	USD \$2,115.30/mo
CFC (ownership)	16%	USD \$1,025.60/mo
Indirect (ownership)	12%	USD \$769.20/mo
Fuel (operating) @ USD 4.25	32%	USD \$11.00/hr

Revised Date: 2nd quarter 2023

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for DOUG FUSILLO
(dfusillo@ccicompanies.com)



Supplying the Construction, Industrial & Government Markets Since 1907

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

POSTED 81233 **INVOICE**

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

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

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

INVOICE NO. 4098531	INVOICE DATE 8/24/2022 10:22:54
ORDER NO. 2292070	PICK TICKET NO. 3210420

PAGE 1 of 1

Bill To:

CCI COMPANIES, INC.
7138 MT. PLEASANT ROAD
PO BOX 186
CANASTOTA, NY 13032

AUG 24 2022

Ship To:

CCI COMPANIES, INC.
7138 MT. PLEASANT ROAD
CANASTOTA, NY 13032

5002
375
608.0101
2

Customer ID: 105513

Ordered By: MARCUS MOSER

PO NO.		ORDER DATE		SALES REP		TAKER		BRANCH
COURT ST		8/24/2022 08:45:34		BOB BANNIGAN		DBROWN		Watertown
ORDERED	SHIPPED	B/O	U/M	Disp.	ITEM ID / DESCRIPTION	PRICE U/M	PRICE	EXTENSION

Carrier: MQB Van

Tracking #:

17	17	0 EA	1.0	6-6 W2.9XW2.9-5X10 WIR 6X6 6GA WIRE MESH 5FTX10FT	EA 1.0000	32.4841	552.23
1	1	0 EA	1.0	FORMSHIELDG-55 EUC 55 GAL DOT FORM OIL	EA 1.0000	550.0000	550.00

Total Lines: 2

SUB-TOTAL: 1,102.23
JEFFERSON COUNTY: 41.00 ~~44.09~~
NEW YORK STATE: ~~44.09~~
AMOUNT DUE: 1,146.23 ~~1,190.41~~
U.S. Dollars

TERMS	NET DUE DATE	DISC DUE DATE	DISCOUNT AMOUNT
Net 30	9/23/2022	9/23/2022	0.00

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

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

X REC'D BY:

SIGNATURE

PRINT LAST NAME

ORIGINAL

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



Supplying the Construction, Industrial & Government Markets Since 1907

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

POSTED
24140 **INVOICE**

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

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

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

INVOICE NO.

4139310

INVOICE DATE

4/25/2023 12:35:51

ORDER NO.

2337425

PICK TICKET NO.

3254865

PAGE 1 of 1

Bill To:

CCI COMPANIES, INC.
7138 MT. PLEASANT ROAD
PO BOX 186
CANASTOTA, NY 13032

APR 25 2023

5002
37E
619.01
8

Ship To:

WATERTOWN STREETScape DESIGN IMPROV TIMO
CCI COMPANIES INC
WATERTOWN, NY

Customer ID: 105513

Ordered By: AL GORCZYCA

PO NO.		ORDER DATE		SALES REP		TAKER		BRANCH
		4/24/2023 07:16:10		WATERTOWN ACCOUNT		TMAITLAND		Watertown
ORDERED	SHIPPED	B/O	U/M	Disp.	ITEM ID / DESCRIPTION	PRICE U/M	PRICE	EXTENSION

Carrier: MQB Van

Tracking #:

1	1	0 EA	1.0	PVC.TIE.WIRE WIR 3LB 16GA COATED TIE WIRE	EA 1.0000	10.8500	10.85
1	1	0 EA	1.0	VGARD-HVORANGE MSA VGARD RATCHET HIVIS ORANGE HARD HAT	EA 1.0000	20.6246	20.62
2	2	0 EA	1.0	8229Z-L-XL ERG L-XL CLASS 2 DOT LIME VEST W/ZIPPER	EA 1.0000	9.9000	19.80
1	1	0 EA	1.0	8229Z-S-M-ORA ERG S-M CLASS 2 DOT ORANGE VEST W/ZIPPER	EA 1.0000	9.9000	9.90

Total Lines: 4

SUB-TOTAL: 61.17
JEFFERSON INCORP: 2.01
NYS INCORP: 2.01
AMOUNT DUE: 65.19

U.S. Dollars

TERMS	NET DUE DATE	DISC DUE DATE	DISCOUNT AMOUNT
Net 30	5/25/2023	5/25/2023	0.00

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

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

X REC'D BY:

SIGNATURE

PRINT LAST NAME

ORIGINAL

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

Change Order

No. 1

Date of Issuance: 5/26/2023

Effective Date: 5/26/2023

Project: Watertown Streetscape Design Improvements	Owner: City of Watertown	Owner's Contract No.:
Contract: Watertown Streetscape Design Improvements		Date of Contract: 7/11/2022
Contractor: CCI Companies, Inc.		Engineer's Project No.:

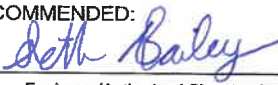

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The Watertown Streetscape Design Improvements Project requires additional Labor and Material for the Resurfacing of sidewalk at 130 Court St due to an underground utility vault preventing typical excavation.

Attachments: (List documents supporting change):

Attached Quote from CCI Companies, Inc.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 3,647,704.75	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] from previously approved Change Orders No. _____ to No. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$ 3,647,704.75	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] of this Change Order: \$ 20,612.42	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$ 3,668,317.17	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>5/26/2023</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u></u> Contractor (Authorized Signature) Date: <u>5/26/23</u>
Approved by Funding Agency (if applicable): _____		Date: _____

May 30, 2023

To: The Honorable Mayor and City Council

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

Subject: Approving the Architectural/Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Expansion

In September 2021, the City of Watertown submitted an application to the New York State Department of Transportation (NYSDOT) for Transportation Alternatives Program funding to extend the Black River Trail further into the City of Watertown, providing a connection between Marble Street Park and Sewall's Island and Factory Square Park. In June 2022, NYSDOT informed the City that its application was successful and awarded the City \$1,663,764 in funding for design and construction.

The City previously executed a Federal Aid Local Project Agreement with NYSDOT for the project and we are now ready to begin the design process. The City is a participant in NYSDOT's Local Design Service Agreement (LDSA) program under NYSDOT Region 7, which allows participating jurisdictions to select a design consultant from an approved list, with documented justification for the selection. NYSDOT Region 7 has previously undertaken a Request for Proposal (RFP) process to develop the list from which local communities can select.

Barton & Loguidice has extensive experience with the Black River Trail, having designed and overseen the construction of the last two extensions of the trail. They also prepared the City's successful application for the TAP funding for the current project. Given Barton & Loguidice's experience and their presence on the NYSDOT Region 7 LDSA list, City Planning Staff recommends selecting them to complete the design work for the project. Staff has completed and submitted an LDSA Consultant Selection Sheet to NYSDOT and Barton & Loguidice has submitted the attached agreement.

The maximum amount payable under the Consultant Agreement is \$333,500. The total project cost, including the construction phase is \$2,079,705. Under the Transportation Alternatives Program, the New York State Department of Transportation (NYSDOT) provides up to 80 percent of the total project cost, with the local government providing a minimum 20 percent match. The total local match for the project (design plus construction) is \$415,941, which the City will pay for using a combination of Community Development Block Grant (CDBG) entitlement funds and Black River Trust Fund monies.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Architectural / Engineering Consultant Agreement with Barton & Loguidice, D.P.C. for Design Services for the Black River Trail Western Expansion

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 applied for and received a Transportation Alternatives Program (TAP) Grant from the New York State Department of Transportation (NYSDOT) to design and construct a project identified as the Black River Trail Western Expansion, and

WHEREAS the City previously executed a Federal Aid Local Project Agreement with NYSDOT for the project and is ready to begin the project design, and

WHEREAS the City is a participant in the Local Design Service Agreement (LDSA) program under NYSDOT Region 7, for which Barton & Loguidice, D.P.C. is an eligible consultant, and

WHEREAS the City submitted an LDSA Consultant Selection Sheet to NYSDOT identifying Barton & Loguidice, D.P.C. as its preferred design consultant for this project, and

WHEREAS Barton & Loguidice D.P.C. has submitted an Architectural / Engineering Consultant Agreement to the City for design services for the Black River Trail Western Expansion Project,

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown, hereby approves the attached Architectural / Engineering Consultant Agreement with Barton & Loguidice, in the amount of \$333,500, a copy of which is made part of this resolution, and

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

Seconded by:

Architectural/ Engineering Consultant Agreement

PIN 7807.88

Municipal Contract No. _____

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

CITY OF WATERTOWN

(municipal corporation)

having its principal office at Office of Planning and Community Development, 245 Washington Street, Watertown, New York 13601 (to be known throughout this document as the "**Sponsor**")

and

BARTON & LOGUIDICE, D.P.C.

with its office at 443 Electronics Parkway, Syracuse, New York 13088
(to be known throughout this document as the "**Consultant**")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this contract **Black River Trail Western Connection** (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 Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Contract; and

WHEREAS, the _____, 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 Agreement";

■ 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 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)

■ 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 <i>monthly</i> 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	

■ 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 <u>170%</u>, in all events not to exceed <u>180%</u>, 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 <u>\$30,200.</u> 	
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 <u>\$333,500.</u>	

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.

- II. Records of Direct Non-Salary Costs;
- III. Copies of any subcontracts relating to said contract;
- IV. Location where records may be examined; and
- V. 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 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.

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 his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the 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.

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 Sponsor.

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.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation ([49 CFR 26.29](#)¹) 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 from the public owner/sponsor, and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the 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.

¹ <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=936406b1c92895795069232a53fb110f&rqn=div8&view=text&node=49:1.0.1.1.20.2.18.5&idno=49>

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.

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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this 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 111506.5(c)

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

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

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

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

ARTICLE 27. WAGE AND HOURS PROVISIONS

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

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

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

ARTICLE 31. MUNICIPAL ADVISOR SERVICES ARE EXCLUDED. The services to be provided by CONSULTANT under this Contract do not include advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by CONSULTANT are understood by the parties to this Contract to be strictly engineering opinions, advice, information or recommendations. CONSULTANT is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Contract should determine independently whether they require the services of a municipal advisor.

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

Reference: Sponsor Contract # _____

City of Watertown	Barton & Loguidice, D.P.C.
by: _____	by: _____
Date: _____	Date: _____

STATE OF NEW YORK

ss:

COUNTY OF _____

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

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

ss:

COUNTY OF ONONDAGA

On this _____ day of _____, 2023 before me, *Kenneth M. Knutsen* personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in the *Town of Manlius*, New York; that he is the *Senior Vice President* of *Barton & Loguidice, D.P.C.*, the corporation described in and which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Sponsor.

Notary Public, _____ County, N.Y.

Attachment A
Architectural/ Engineering Consultant Contract
Project Description and Funding

PIN: 7807.88

Term of Agreement Ends:

BIN:

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

☐ Supplement to Contract [add identifying #]

Phase of Project Consultant to work on:

☒ P.E./Design

☒ ROW Incidentals

☒ ROW Acquisition

☐ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: May 31, 2023

Finish Date:

PROJECT DESCRIPTION:

Black River Trail Western Connection

Project Location:

**City of Watertown
Jefferson County**

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:

\$333,500

Footnotes:

ATTACHMENT B
Architectural/ Engineering Consultant Contract

Scope of Services
or
Task List

SCOPE OF SERVICES

Black River Trail Western Connection

PIN 7807.88

Drafted By:
City of Watertown
(Municipality)

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Section 1 - General

1.01 Project Description and Location

Project name: Black River Trail Western Connection
PIN: 7807.88
Municipality: City of Watertown
County: Jefferson

Project Description: Pedestrian and Bicycle Facilities. This project will design and construct approximately 1.6 miles of multi-use trail, including the conversion of two former railroad bridges into trail bridges, to fill in a critical gap within the existing Black River Trail within the City of Watertown.

Project Limits: The eastern terminus of the project is at the west side of the NYS Route 3 Bridge adjacent to Marble Street Park. From there the project will connect to Marble Street and the former New York Central Railroad which will extend over two former railroad bridges connecting Seawalls Island to Factory Square Park. The trail alignment will terminate at the western end of Fairbanks Street adjacent to Factory Square Park.

All work performed by the Consultant at the Consultant's initiative must be within the current project limits specified above.

1.02 Contract Administrator

The Municipality's Contract Administrator for this project is Michael Lumbis, who can be reached at (315) 785 – 7741 or mlumbis@watertown-ny.gov.

All correspondence to the Municipality should be addressed to:
Michael Lumbis, Director
Planning and Community Development Office
245 Washington Street
Watertown, New York 13601

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

1.03 Project Classification

This project is assumed to be:

- Class II action under USDOT Regulations, 23 CFR 771.
- Unlisted Action 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).

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way – Not included in Scope of Services
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support – Not included in Scope of Services
Section 9	Construction Inspection – Not included in Scope of Services
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the Consultant will render all services and furnish all materials and equipment necessary to provide the Municipality with reports, plans, estimates, and other data specifically described in Sections 1, 2, 3, 4, 6, 7, and 10.

1.05 Project Familiarization

The Municipality will provide the Consultant with the following information as available:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s). (RECEIVED)
- Plans for future related transportation improvements or development in the area of the project, including proposed/future spurs and/or trail connections within the City.
- Record plans / as-built drawings for existing decommissioned rail bridges that will be reused as pedestrian structures (if available).
- Existing geotechnical data within proximity to project site (if available).
- other relevant available project studies and reports pertaining to the project

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 progress meetings as directed by the Municipality's Contract Administrator. Progress meetings are assumed to be conducted monthly (via zoom or in person) to discuss the following:

- present, discuss, and receive direction on the progress and scheduling of work in this agreement
- present, discuss, and receive direction on project specifics
- discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies
- preview visual aids for public meetings
- manage subconsultants and subcontractors

The Consultant will prepare for and attend stakeholder meetings as needed to progress permitting and approvals for the project. Up to eight (8) stakeholder meetings are assumed to be held (via zoom or in person) throughout the duration of the project. The project includes permitting and coordination, including but not limited to, the following entities:

- New York State Department of Conservation for environmental review and permits;
- United States Army Corps of Engineers (and possibly US Coast Guard) for reuse of the two proposed bridge crossings;
- New York State Department of Transportation for work within or adjacent to Route 3;
- Private Property Owner for one (assumed) required property acquisition, following the Uniform Act for incidentals and acquisition in accordance with Chapter 11 of the procedures for locally administered federal aid projects. *Please note, the City will be using its legal resources outside of this agreement to procure the acquisition agreements for any ROW necessary to build and operate the trail.*

The Consultant will be responsible for the preparation of all meeting minutes; the minutes will be submitted to the Municipality's Contract Administrator within one (1) week of the meeting date in advance of circulating to all meeting attendees.

1.07 Cost and Progress Reporting

For the duration of this agreement, the Consultant will prepare and submit to the Municipality on a monthly basis a Progress Report in a format approved by the Municipality. The Progress Report must contain the "Progress Report Summary Sheet" (CONR 342-2, Appendix 6-11 of the "Local Projects Manual") or similar document containing the requested information. The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing

periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the Municipality, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

The design of this project will be progressed in accordance with the current version of the "Local Projects Manual," including the latest updates.

1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions. Special specifications, as necessary, will be written in conformance to the NYSDOT guidelines.

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 "Local Projects Manual."

Section 2 - Data Collection & Analysis

2.01 Design Survey

A. Topographic Survey

The Consultant will provide terrain data required for design by means of a topographic field and right of way boundary survey. Survey limits have been divided into the following areas:

- Area A – The western terminus at Factory Square to Factory Street, including intersection at Huntington Street and Factory Street. This is assumed to be a fifteen foot width along the preliminary trail alignment.
- Area B – Seawalls Island and Bridge Crossings to Water Street
The assumed alignment within this segment has been proposed based on a preliminary trail plan to connect Seawalls Island via two former rail bridges. This

section includes a 20' foot width along existing asphalt trail connection between the two bridges. Bridge survey would include the width of the span of the structures.

- Area C – from Water Street to Marble Street.
The assumed alignment within this segment is within the old railroad embankment. The assumed width is approximately 30' along the length of the alignment (i.e., survey features within 25 feet of the proposed trail corridor centerline). Along the length of the alignment in this segment, survey will generally include centerline, top and toe shots (i.e., cross section of the embankment) and an expanded survey area width to approximately 150' at the location of potential use of private property (to be procured by City outside of this agreement via a land swap with current owners) to Water Street.

This section also includes a 20' width along the edge of the Habitat for Humanity property to be obtained via an easement.

- Area D – Shoulder of Marble Street through Marble Street Park to eastern terminus at NYS Route 3. The assumed alignment within this segment is along the shoulder of Marble Street, and includes a 30' width through Marble Street Park where the new trail alignment will connect with existing trail adjacent to NYS Route 3.

B. Photogrammetric Survey
Not Required

C. Stream Survey
Not Required

D. Existing Bridge Data
The Consultant will survey the span and low beam of the two railroad bridges; no other bridges currently existing on this trail corridor.

E. Survey of Wetland Boundaries
Not Required

F. Supplemental Survey
Not Required

G. Standards
Survey will be done in accordance with the standards set forth in the "NYSDOT Land Surveying Standards and Procedures Manual" and in accordance with local standards described in Section 10 of this Task List.

2.02 Design Mapping

The Consultant will provide the following design mapping:

- 1" = 20' scale mapping (11x17 drawing size) with 1.0 foot contour intervals

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

2.03 Determination of Existing Conditions

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

2.04 Accident Data and Analysis – N/A

2.05 Traffic Counts – N/A

2.06 Capacity Analysis – N/A

2.07 Future Plans for Roadway and Coordination with Other Projects

The Municipality will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., potential future connections to the project, etc.). The Municipality will provide all necessary information pertaining to the other projects or developments. It is assumed that no trail head or parking areas are proposed as part of the current and/or future project requirements.

2.08 Soil Investigations Not Required

2.09 Hydraulic Analysis Not Required

2.10 Bridges to be Rehabilitated

The existing pedestrian bridges at Seawalls Island will be rehabilitated for beneficial reuse as pedestrian bridge and overlook structures. The Consultant will perform a field inspection of the bridge to determine its condition and to establish the extent of rehabilitation work necessary. The Municipality will provide design calculations for the bridge capacity; no load rating calculations will be performed.

2.11 Pavement Evaluation – N/A

Section 3 - Preliminary Design

3.01 Design Criteria

The Consultant will identify the applicable design standards to be used for this project, and will establish project-specific design criteria in accordance with the "Local Projects Manual." The Municipality will approve the selected project design criteria and will obtain NYSDOT concurrence (either by a written submission or at a meeting). Based on the selected design criteria, the Consultant will identify all existing non-standard features that are within and immediately adjacent to the project limits. The proposed project is to construct a new trail through undeveloped properties; a non-standard feature evaluation is not relevant.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

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

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

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

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail. The Consultant will meet with the Municipality to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs, advantages, disadvantages, and problem areas of each. From these concepts the Municipality will select one design alternative(s) for further development in addition to the null alternative. The proposed trail, including two railroad bridges to be converted to pedestrian bridges, is expected to follow the

preliminary alignment established in the 2021 TAP Application for the project and as described in Section 1.01.

B. Detailed Evaluations of Alternative(s)

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

- design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the "Local Projects Manual"
- environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks)
- structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and stream flow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2. Consideration will be given for the reuse of the existing pedestrian bridges at Seawalls Island with respect to scope of rehabilitation work, capacity, geometry, and preliminary cost. The Consultant will summarize these findings in a technical memo for the Municipality and include a comparison to a new pedestrian bridge. The Municipality will select the proposed bridge alternative.
- Drainage
- maintenance responsibility
- maintenance and protection of traffic during construction
- soil and foundation considerations
- utilities
- railroads
- right-of-way acquisition requirements
- conceptual landscaping (performed by a Registered Landscape Architect)
- accessibility for pedestrians, bicyclists and people with disabilities
- lighting
- construction cost factors

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

- 1" = 20' plans (11x17) showing (as a minimum) stationed centerlines; roadway/trail geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines
- profiles, at a scale of 1"=20' horizontal and 1"=5' (maximum) vertical, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline stations and equalities; construction limits; and superelevation data

- typical sections showing (as a minimum) trail, shoulder and clear zone widths; ditches; gutters; curbs; and side slopes

3.03 Cost Estimates

The Consultant will develop, provide and maintain a cost estimate for each design alternative. The Consultant will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project the Design Approval Document (DAD) will be an Initial Project Proposal/Final Design Report (IPP/FDR). The Municipality will make all determinations not specifically assigned to the Consultant which are needed to prepare the Draft DAD. The Consultant will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the "Local Projects Manual."

The Consultant will submit 1 electronic copy of the Draft DAD to the Municipality for review. The Municipality will review the Draft DAD and provide the Consultant with review comments. The Consultant will revise the Draft DAD to incorporate the comments.

3.05 Advisory Agency Review

The Consultant will provide the Municipality with 1 electronic copy of the signed Draft DAD for distribution to advisory agencies. The Municipality will distribute the Draft DAD to the advisory agencies. The Consultant will assist the Municipality in evaluating and preparing individual responses to the review comments received.

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

A. Public Information Meeting(s)

The Consultant will assist the Municipality at 1 open house format public information meeting(s) with advisory agencies, local officials, and citizens, at which the Consultant will provide visual aids and present a technical discussion of the alternatives. The Municipality will arrange for the location of public information meeting(s), which might be on-line. The Consultant will assist the Municipality with appropriate notification. The Consultant will also assist the Municipality with a presentation to a City board or committee. The Consultant will also attend one stakeholder meeting intended to discuss the project either with immediate property owners and/or other involved or interested agencies.

B. Public Hearing(s)

It is assumed no public hearing will be necessary.

3.07 Preparation of Final Design Approval Document

The Municipality will obtain all necessary approvals and concurrences, and will publish all applicable legal notices. The Consultant will prepare the Design Recommendation, and will modify the DAD to include the Design Recommendation, retitle the DAD in accordance with the "Local Projects Manual," and update existing conditions and costs as necessary. The Consultant will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings. The Consultant will submit 1 electronic copy of the Final DAD to the Municipality for review. The Municipality will review the Final DAD and provide the Consultant with review comments. The Consultant will revise the Final DAD to incorporate the comments.

The Consultant will submit 1 paper copy (if requested) and 1 electronic copy of the Final DAD to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The Consultant will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review. The Municipality will grant or obtain, from or through the NYSDOT, Design Approval.

Section 4 - Environmental

4.01 NEPA Classification

The Consultant will verify the anticipated NEPA Classification. The project is assumed to be a Class II action. If the project is assumed to be a Class II action, then the Consultant will complete the Federal Environmental Approval Worksheet (FEAW), and forward the completed FEAW to the Municipality for forwarding to the NYSDOT (with the Final DAD) for a final NEPA determination. The FEAW need not be completed for projects assumed to be Class I or III actions. The Lead Agency for NEPA is the Federal Highway Administration (FHWA).

4.02 SEQRA Classification

The Consultant will assist the Municipality in complying with SEQRA (6 NYCRR Part 617) and the City's Environmental Quality Review Ordinance. The Municipality is expected to be the Lead Agency. The project is assumed to be an Unlisted Action under SEQRA because it is a new facility in or near the Black River corridor. Consultant tasks include, but are not limited to:

- drafting letters to involved agencies to declare the Municipality's intent to serve as the SEQRA lead agency
- drafting Parts 1, 2, and 3 (if needed) of a Full Environmental Assessment Form
- drafting Part 3 supporting information (if needed)
- drafting a negative declaration
- drafting final notices

The Consultant will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD. The Consultant will complete the Smart Growth Screening Tool. It is anticipated that no adverse environmental impacts will occur as a result of the proposed project, resulting in issuance of a negative declaration. If a different determination is made, subsequent support will be provided under a supplemental scope and fee.

4.03 Screenings and Preliminary Investigations

The Consultant will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Protected Species (includes queries of the NYSDEC ERM and USFWS IPaC websites; no effect determinations anticipated)
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands (wetland delineation memorandum)
- Floodplains
- Coastal Zone Management

- Navigable Waterways
- Historic Resources (in the form of a Project Submittal Package)
- Parks
- Hazardous Waste (screening and combined hazardous waste/asbestos report)
- Asbestos (screening and combined hazardous waste/asbestos report)
- Noise
- Air Quality
- Energy
- Farmlands
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as detailed in the Local Projects Manual and detailed in the PDM and TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD. Wetland impacts are assumed to remain below 0.10-acres. No Individual Permits or wetland mitigation needs are anticipated.

4.04 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the Consultant will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the Municipality must concur with the Consultant's determination. Detailed study or analysis work will be performed and documented as detailed in the NYSDOT "Local Projects Manual." Results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

No specific detailed studies are anticipated at this time. Any detailed studies or analyses determined to be required as a result of the screening process under Section 4.03 will be added by supplemental agreement.

4.05 Permits and Approvals

The Consultant will obtain applicable permit(s) and certification(s), including but not necessarily limited to:

- NYSDEC State Pollution Discharge Elimination System (SPDES) GP-0-20-001
- SWPPP - Assume a Stormwater Pollution Prevention Plan (SWPPP) will be required.
- USACE Section 404 Nationwide Permit(s)
- USACE Section 10 Nationwide Permit
- NYSDOT Highway Work Permit

4.06 Environmental Hearing – N/A

Section 5 – Right of Way - to be added under supplemental agreement, if needed.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans Rehabilitation of Bridges

Two bridges are proposed to be rehabilitated by this project. These bridges will carry the specified trail traffic (anticipated to be pedestrian, bicycle, and maintenance vehicle use only). This reuse of these structures is typical for trail construction and as an off-highway bridge; a detailed evaluation of bridge alternatives is not appropriate. The proposed bridge structures will be described in the Design Approval Document and concurrence given by the Design Approval process.

- A. The Consultant will prepare and submit to the Sponsor a Preliminary Bridge Plan in accordance with the [*NYSDOT Bridge Manual*](#).¹ For each bridge, the Consultant will prepare and submit to the Sponsor a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*. Not required for this project.
- B. Bridge Rehabilitations
For each bridge to be rehabilitated, the Consultant will prepare and submit to the Sponsor for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:
- Show basic concepts and major details (including all existing and proposed utilities).
 - Acquaint affected parties with the project and project components.
 - Serve as an instrument for initial approval.
 - Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate. Not required for this project.

- C. Selected Structural Treatment
The Consultant will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate Sponsor review comments.

¹ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

The Sponsor will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting). Not required for this project.

6.02 Advance Detail Plans (ADP)

The Consultant will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete. Advance Detail Plans will be in accordance with the "Local Projects Manual." The Consultant will prepare and submit 1 electronic copy of the ADP's to the Municipality for review. The Consultant will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The Consultant will prepare a complete package of bid-ready contract documents. The package will include, but not be limited to:

- Instructions to bidders
- Bid documents
- Contract language, including applicable federal provisions and prevailing wage rates
- Special notes
- Specifications
- Plans
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)
- Other pertinent information

The Municipality will provide standard contract documents to the Consultant to help prepare the contract documents. The Consultant will submit the contract documents to the Municipality for approval. Upon approval, the Municipality will submit 1 paper copy (if requested) and 1 electronic copy of the contract documents to the NYSDOT as described in the "Local Projects Manual."

6.04 Cost Estimate

The Consultant will develop, provide, and maintain the construction cost estimate for the project. The Consultant will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The Consultant will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The Consultant will assist the Municipality in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the

Design Support Section of the NYSDOT Design Quality Assurance Bureau (see PLAFAP Manual Appendix 10-8).

6.06 Railroads
Not Required

6.07 Bridge Inventory and Load Rating Forms
Not required for this project. Proposed bridge structures are for trail construction.

6.08 Information Transmittal
Upon completion of the contract documents, the Consultant will transmit to the Municipality all project information, including electronic files. The electronic information will be in the format requested by the Municipality.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The Municipality will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the Municipality. The Consultant will submit the ad(s) to the Municipality for review and will revise the ad(s) to reflect comments generated by that review. The Municipality will place the advertisements. Advertisements must not be placed until authorization is granted to the Municipality by the NYSDOT. The Consultant will respond to questions from prospective bidders.

7.02 Bid Opening (Letting)

The Municipality will hold the public bid opening.

7.03 Award

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

- verifying the low bidder
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.)
- breaking the low bid into fiscal shares, if necessary
- determining whether the low bid is unbalanced
- for pay items bid more than 25% over the Engineer's Estimate:
 - checking accuracy of quantity calculations
 - determining appropriateness of price bid for work in the item
- determining whether the low bidder is qualified to perform the work
- reviewing pre-award EEO submittals.

The Consultant will assist the Municipality in preparing and compiling the package of information to be transmitted to the DOT by providing the EBO Setup Worksheet, the bid tabulation, and recommendation of award. The Municipality will award the contract and will transmit the award package to the NYSDOT as described in the "Local Projects Manual."

Sections 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.

The Consultant will attend one pre-construction meeting with the Sponsor and selected and approved Contractor.

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 to be added under supplemental agreement, if needed.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate 12 progress meetings and 4 stakeholder meetings during the life of this agreement.
Estimate 18 cost and progress reporting periods will occur during the life of this agreement. |
| Section 2 | Assume that GPS methods and/or conventional equipment and methods will be used to establish local control points.
Estimate 0 accidents will require analysis.
Estimate 0 capacity analyses will be required.
Estimate 4 intersection/road crossing evaluations throughout the project limits.
Estimate 2 easement maps prepared for trail conveyance at the Habitat for Humanity property and potentially North Street (paper street), pending ownership status. |
| Section 3 | Estimate 1 design alternative(s) based on the TAP application plans will be analyzed in addition to the null alternative.
Estimate 1 cost estimate(s) plus 2 updates will be required.
Estimate 2 bridges will be repurposed for trail use. Both are City-owned bridges. |
| Section 4 | Estimate 5 permits may be required. |
| Section 5 | To be added under supplemental agreement, if needed. |
| Section 6 | Estimate 1 cost estimate(s) plus 2 updates will be required.
Estimate 2 bridges will be converted from rail to pedestrian structures. |
| Section 7 | Estimate 3 copies of the final contract bid documents will be needed.
Estimate advertisements will be placed in 1 publication in addition to the NYS Contract Reporter. |
| Section 8 | Estimate 1 site visit for on-site field reconnaissance. |
| Section 9 | To be added under supplemental agreement, if needed. |

10.02 Technical Assumptions

Section 1 General

1. The eastern terminus of the project is at the west side of the NYS Route 3 bridge adjacent to Marble Street Park. From there the project will connect to Marble Street and a the former New York Central Railroad which will extend over two former railroad bridges connecting Seawalls Island to Factory Square Park. The trail alignment will terminate at the western end of Fairbanks Street adjacent to Factory Square Park.
2. Specific coordination efforts will be conducted with the following entities or individuals:

City of Watertown officials (12 meetings)
NYSDOT (2 meetings)
NYSDEC & US Army Corps for work along the Black River (1 meeting)
NYSDEC & US Army Corps for pre-application meeting (1 meeting)

Section 2 Data Collection & Analysis

1. The project will use English units.
2. The Consultant will establish a survey/construction baseline in the field. The baseline control will be referenced to physical features that will allow for future recovery of the survey/construction baseline.
3. The Consultant will establish benchmarks throughout the length of the project. The bench marks will be described for future recovery.
4. All field survey will be based upon State Plane Coordinate System (Central Zone).
5. A survey control report is not required. A control summary sheet showing the baseline control point recovery ties and a benchmark table will be prepared.
6. Physical features and terrain data for the project will be located within the limits as described in Section 1 above. The features to be located will include but not be limited to edges and centerline of pavement, curbs, parking areas, traffic control devices, driveways, utility poles, drainage structures, large trees, woods and brush limits, fences and apparent utilities. A centerline profile and grade breaks will be located to be used in the creation of a digital terrain model.
7. The Consultant will locate surface indications of utilities apparent at the time of field

survey. Utilities located or plotted by the Consultant will be either at ground elevation or elevation = zero. Where measured, heights or depths will be included as annotation. The Municipality will provide municipal utility mapping to the Consultant for incorporation into the base mapping. Utilities on base mapping will be a quality level C.

8. The Consultant will measure storm drainage and sanitary sewer inverts, and obtain size and type of pipe when accessible without confined space entry. It is assumed confined space entry will not be required for this project.
9. Utility record plan information will be obtained by the Consultant. Record utilities will be plotted to the basemapping based upon the field located evidence and record plans.
10. Owner/client will review utility mapping upon completion of the survey. Owner will notify the Consultant of any discrepancies in the utility mapping due to incomplete records or owner having knowledge of utility work completed but not recorded. The Consultant will update the mapping accordingly with this additional information.
11. Right of way and property lines will be determined for this project. Detailed boundary locations will be provided only where takings are required.
12. It is assumed, but not known, that there are no wetlands in this project.
13. It is assumed that one (1) field crew day and associated office hours is adequate for second mobilization /supplemental survey and mapping.
14. Field surveyors will be paid the prevailing wage and supplemental benefits as established by the NYS Department of Labor.
15. It is assumed that a full in-depth inspection will not be completed on the existing railroad structure being converted to pedestrian structures. A site inspection will be completed to determine general conditions and to identify if there are major elements that require repair/replacement.

Section 3 Preliminary Design

1. An open house style public meeting will be held to get public input and feedback on the project; drawings will be displayed and Consultant representatives will be available for questions. It is assumed a formal presentation will be made to the City Council. A second meeting (more of an agency focus group style) will be held probably after design approval to discuss any potential project impacts.
2. For the public meetings, it is assumed the following will be developed: a total of four (6) general presentation boards, two (4) colored site plans, one (1) meeting announcement, and one (1) large public outreach board. Assume zero (2) photo simulations/visualizations will be presented for the bridge structures.
3. The Consultant will provide documents (including, but not limited to, reports, drawings, schedule and photos) to the City for posting on the City's website. No separate project website will be developed.
4. As part of the survey and design mapping, it is assumed that a ROW search will be conducted for an old paper street north of Water Street.
5. As part of the survey and design mapping, it is assumed one permanent easement and/or temporary easement map and description will be required for this project.

Section 4 Environmental

1. All cost estimates are based on the understanding that the environmental analyses will be completed for the preferred alternative.
2. NEPA documentation will include development of a FEAW and supporting text, if necessary. It is assumed that the project will be progressed as a Class II action (Categorical Exclusion with Documentation).
3. SEQR documentation will include development of a Full Environmental Assessment Forms and supplementary information (if needed), assuming the project is an Unlisted Action. Assume an Environmental Impact Statement will NOT be required.
4. The Consultant will identify any federal and/or state wetlands for the entire project limits. Field delineation of federal and/or state wetlands are not assumed to be required within or along the toe of the railroad embankment. It is NOT anticipated field wetland delineations will be required for the project.
5. Assume only a habitat assessment will be required. No presence/absence studies to further evaluate protected species issues are anticipated.

6. The HW/CM screening reconnaissance site visit and Asbestos Containing Material (ACM) site reconnaissance will be conducted concurrently with other fieldwork, and a one (1) day labor-allocation has been provided for the reconnaissance.
7. The HW/CM Screening is based on the assumption that development and preparation of a sampling and analysis plan will NOT be required.
8. The ACM Assessment is based on the assumption that development and preparation of an asbestos sampling plan will NOT be required. However, ACM sampling will be conducted during the site reconnaissance if potential ACMs are encountered.
9. A combined HW/CM and ACM report will be prepared as an attachment for the DAD.
10. The Cultural Resource investigation will consist of a Project Submittal Package. Upon review of the NYS Cultural Resource Information System (CRIS), the eastern-most railroad bridge structure is flagged as being an eligible structure on the State Historic Preservation list. However, given the nature of the project it is NOT anticipated any further Phase IA/IB screenings will be required.
11. It is assumed that no meeting with the State Historic Preservation Office (SHPO) will be required.
12. It is assumed that a Stormwater Pollution Prevention Plan (SWPPP) with Erosion and Sediment Control only (i.e., no post construction stormwater management practices) will be required in accordance with Appendix B of the NYSDEC SPDES General Permit GP-0-20-001.

Section 5 Right-of-Way

To be added under supplemental agreement prior to construction, if needed.

Section 6 Detailed Design

1. Assume a Highway Work Permit will be necessary for any rehabilitation of the State Route 3 bridge sidewalk.
2. Assume that only minor element specific repairs will be required on the existing rail bridges being converted to pedestrian structures. It is assumed that new deck, railing and overlooks will be incorporated into the final design.
3. Assume there will be a base bid cost estimate and bid proposal. No add alternates are anticipated.

4. The Consultant will prepare a Construction Management Plan.
5. Proposal book template/boilerplate to be provided by the Consultant.
6. Utilities: National Grid, Verizon, Spectrum, fiber optic, City sewer and water.

Section 7 Advertising, Bid Opening and Award

1. There will only be one (1) bid and award contract for the project. Assume the low bidder is qualified, not on the disbarred list, e.g. Assume a pre-bid meeting and two addenda will be necessary.

Section 8 Construction Support

1. The Consultant will not be required to perform a Level 1 Load Rating for the pedestrian bridge structures.

Section 9 Construction Inspection

To be added under supplemental agreement prior to construction, if needed.

ATTACHMENT C
Architectural/ Engineering Consultant Contract

**Staffing Rates, Hours,
Reimbursables and Fees**

BARTON & LOGUIDICE, D.P.C.
PIN 7807.88
Black River Trail Western Connection

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B-1	DIRECT NON-SALARY COST
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
Black River Trail Western Connection

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES 2023	MAXIMUM HOURLY RATES 2023 (estimated)	OVERTIME CATEGORY
Principal	IX	(A)	\$ 85.00	\$ 92.88	A
Senior Vice President	IX	(A)	\$ 85.00	\$ 92.88	A
Vice President	IX	(A)	\$ 83.00	\$ 92.88	A
Senior Associate	VIII	(A)	\$ 75.80	\$ 78.84	A
Associate	VIII	(A)	\$ 66.29	\$ 71.71	A
Senior Managing Landscape Architect	VII	(A)	\$ 66.50	\$ 83.16	B
Senior Managing Engineer	VII	(A)	\$ 62.33	\$ 75.60	B
Senior Project Manager	VII	(A)	\$ 62.81	\$ 77.33	B
Chief Engineer	VII	(A)	\$ 65.27	\$ 75.60	B
Senior Managing Hydrogeologist	VII	(A)	\$ 67.00	\$ 69.66	B
Senior Managing Industrial Hygienist	VII	(A)	\$ 58.00	\$ 58.32	B
Managing Engineer	VI	(A)	\$ 53.56	\$ 80.24	B
Lead Asset Management Specialist	VI	(A)	\$ 73.00	\$ 72.90	B
Managing Landscape Architect	VI	(A)	\$ 41.00	\$ 55.08	B
Project Manager	VI	(A)	\$ 56.33	\$ 59.18	B
Lead Engineer	VI	(A)	\$ 55.93	\$ 59.94	B
Lead Environmental Scientist	VI	(A)	\$ 53.00	\$ 55.08	B
Managing Hydrogeologist	VI	(A)	\$ 56.00	\$ 55.62	B
Senior Staff Engineer	VI	(A)	\$ 45.25	\$ 46.22	B
Senior Managing Community Planner	V	(A)	\$ 62.50	\$ 62.10	B
Senior Construction Manager	V	(A)	\$ 55.00	\$ 55.08	B
Senior Project Engineer	V	(A)	\$ 48.78	\$ 58.86	B
Senior Project Landscape Architect	V	(A)	\$ 44.00	\$ 44.28	B
Project Community Planner	V	(A)	\$ 33.00	\$ 34.02	B
Staff Intern Architect	IV	(A)	\$ 41.00	\$ 41.58	B
Project Engineer	IV	(A)	\$ 43.81	\$ 48.06	B
Project Architect	IV	(A)	\$ 45.00	\$ 49.14	B
Staff Engineer	IV	(A)	\$ 42.33	\$ 48.60	B
Crew Chief	IV	(A)	\$ 35.82	\$ 37.26	B
Senior Staff Field Scientist	IV	(A)	\$ 36.90	\$ 36.18	B
Staff Industrial Hygienist	IV	(A)	\$ 34.50	\$ 35.10	B
Staff Environmental Scientist	IV	(A)	\$ 31.00	\$ 30.89	B
Project Environmental Scientist	III	(A)	\$ 38.50	\$ 37.80	B
Intern Architect III	III	(A)	\$ 37.00	\$ 34.56	B
Staff Hydrogeologist	III	(A)	\$ 30.15	\$ 31.86	B
Engineering Designer II	II	(A)	\$ 45.83	\$ 46.22	B
Engineer II	II	(A)	\$ 37.97	\$ 42.12	B
Community Planner II	II	(A)	\$ 31.00	\$ 30.24	B
Environmental Scientist II	II	(A)	\$ 27.00	\$ 26.46	B
Engineer I	I	(A)	\$ 34.69	\$ 35.64	B
Environmental Scientist I	I	(A)	\$ 22.00	\$ 24.30	B
Resident Engineer	IV	(N)	\$ 51.11	\$ 48.60	C
Senior Engineering Technician	IV	(N)	\$ 42.70	\$ 43.96	C
Office Engineer	IV	(N)	\$ 52.67	\$ 56.16	C
Chief Inspector	III	(N)	\$ 59.00	\$ 61.78	C
Senior Inspector	III	(N)	\$ 44.62	\$ 45.36	C
Engineering Technician	II	(N)	\$ 31.03	\$ 34.34	C
Industrial Hygienist I	I	(N)	\$ 22.50	\$ 23.22	C
Contract Specialist	N/A		\$ 31.91	\$ 34.56	C
Engineering Aide	N/A		\$ 34.50	\$ 35.10	C
Senior Group Technical Assistant	N/A		\$ 28.24	\$ 31.86	C
Group Technical Assistant	N/A		\$ 21.70	\$ 21.60	C
Intern	N/A		\$ 18.89	\$ 20.52	C

NOTES:

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

Exhibit A, Page 2
Staffing Table

BARTON & LOGUIDICE, D.P.C.
Black River Trail Western Connection

JOB TITLE	ASCE (A) OR NICET (N) GRADE	SECTIONS								TOTAL HOURS	2023 AVERAGE HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8			
Principal	IX			2	2					4	\$85.00	\$340.00
Senior Associate	VIII	30	20	52	22		34	6	10	174	\$75.80	\$13,189.20
Senior Managing Landscape Architect	VII	86	24	77	12		46	12	10	267	\$66.50	17,755.50
Managing Engineer	VI	4	20	65			35		4	128	\$53.56	6,855.68
Project Environmental Scientist	III	8		20	85					113	\$38.50	4,350.50
Engineer II	II	16	68	244	20		241	36	40	665	\$37.97	25,250.05
Staff Environmental Scientist	IV		40		90					130	\$31.00	4,030.00
Engineering Designer II	II	16	12	152			76			256	\$45.83	11,732.48
Engineering Technician	II			144			151			295	\$31.03	9,153.85
Engineering Aide	N/A			6						6	\$34.50	207.00
Senior Group Technical Assistant	N/A			7	6					13	\$28.24	367.12
<hr/>												
	TOTAL	160	184	769	237	0	583	54	64	2051		\$93,231.38
Direct Salary		\$9,856.04	\$8,555.12	\$34,587.34	\$9,626.94	\$0.00	\$24,830.18	\$2,619.72	\$3,156.04			\$93,231.38
OH+FF		\$29,804.66	\$25,870.68	\$104,592.12	\$29,111.87	\$0.00	\$75,086.46	\$7,922.03	\$9,543.86			\$281,931.69
DNS		\$1,551.92	\$49,533.00		\$500.00	\$0.00						\$51,584.92
Total		\$31,356.58	\$75,403.68	\$104,592.12	\$29,611.87	\$0.00	\$75,086.46	\$7,922.03	\$9,543.86			\$333,516.61

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

BARTON & LOGUIDICE, D.P.C.
Black River Trail Western Connection

1. Travel, Lodging and Subsistence

Trips to Site/County Miscellaneous	trips 16	miles per 4	miles/trip	64			
		Total Mileage		64	@	\$0.655	\$41.92
		TOTAL TRAVEL, LODGING, & SUBSISTENCE					\$42

2. Reproduction, Drawings & Report

			Sheets	Set		
Design Report						
Pre-Draft thru Final	0.10	1600	6			\$960.00
Brochure/Handout	0.10	2				0.00
Miscellaneous	0.05	2000				0.00
Plans/Cross-Sections	0.10	50	12			60.00
PIM Boards	55.00	8	1			<u>440.00</u>
		TOTAL DRAWING, REPORT, REPRODUCTION				\$1,460

3. Environmental Screenings/Reports **\$500**

4. Mail, Postage & Shipping **\$50**

5. Bid Advertisement **\$0**

6. Subcontractor for Borings (Estimated) **\$0**

7. Subconsultant for Survey (Popli) **\$49,533**

8. Subconsultant for ROW **\$0**

9. Subconsultant for Cultural Resources (Phase 1) **\$0**

Direct Non-Salary Cost	\$2,052
Direct Non-Salary Cost (Subcontractors)	\$0
Direct Non-Salary Cost (Subconsultants)	\$49,533

TOTAL DIRECT NON - SALARY COST **\$51,585**

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
Black River Trail Western Connection

	<u>TOTAL</u>
Item IA, Direct Technical Salaries (estimated) subject to audit	\$93,231
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)	\$0
Item II, Direct Non- Salary Cost (estimated) subject to audit	\$2,052
Item II Direct Non- Salary Cost (estimated) subject to audit Subcontractor Cost	\$0
Item II Direct Non- Salary Cost (estimated) subject to audit Subconsultant Cost	\$49,533
Item III, Overhead (estimated) subject to audit) (@ 170% Office Rate)	\$158,493
Item IV, Fixed Fee (negotiated)	\$30,200
	<hr/>
TOTAL ESTIMATED CONSULTANT COST	\$333,500
MAXIMUM AMOUNT PAYABLE	\$333,500

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
1		GENERAL													
	1.05	Project Familiarization.		8	12			16		16				52	Review existing City-provided information.
	1.06	Meetings		18	40		8							66	Bi-monthly progress and up to 8 stakeholder.
	1.07	Cost & Progress Reporting		4	18	4								26	Monthly progress meetings and assume 4 stakeholder meetings
	1.10	Subconsultant Management			16									16	Popli Design Group
	1.11	Subcontractor Management			0									0	Not Applicable
		TOTALS for Section 1		30	86	4	8	16		16				160	
2		DATA COLLECTION & ANALYSIS													
	2.01A	Design Survey												0	By Popli Design Group
	2.01B	Stream Sections												0	Not Applicable
	2.01C	Survey of Wetlands Boundaries												0	Not Applicable
	2.01D	Supplemental Survey												0	Not Applicable
	2.02	Design Mapping								12				12	B&L to review for completeness and conformance with standards
	2.03	Determination of Existing Conditions			20	20		40	40					120	2 Site visits; document existing conditions, confirm Env conditions
	2.04	Accident Data and Analysis												0	Not Applicable
	2.05	Traffic Counts												0	Not Applicable
	2.06	Capacity Analysis												0	Not Applicable
	2.07	Future Plans and Coordination with other Projects			4			8						12	Coordinate western terminus with Seawalls Island Development Plan
	2.08	Soil Investigation												0	Not Applicable
	2.09	Hydraulic Analysis.												0	Not Applicable
	2.10A	Bridge In-Depth Inspection		20				20						40	Site visit under Task 1.05; document conditions for DAD
	2.10B	Bridge Deck Evaluation												0	Not Applicable
	2.10C	Load Rating of Existing Bridge												0	Not Required
	2.10D	Fatigue Evaluation												0	Not Applicable
		TOTALS for Section 2		20	24	20		68	40	12				184	
3		PRELIMINARY DESIGN													
	3.01	Design Criteria		2		4		4						10	
	3.02A	Selection of Design Alternatives		4	16	16		24						60	
	3.02B	Detailed Evaluation of Alternative		8	16	12		40						76	Detailed study for reuse of the City-owned pedestrian bridges
		Plan/Profile, Enlarged Plans, Details, notes Sheets: 35		8	20	20		40		80	80			248	Includes GN, plans/profiles, details, enlarged plans, survey/baseline, etc
		Bridge: 6		8				20		20	24			72	
		Typical Sections: 2		1	4			12		12	16			45	
	3.03	Cost Estimates													
		Initial Estimate:		1	4	8		24						37	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
		Updates (Each):	1	2				4						6	
	3.04	Develop the Draft DAD	1	8	5	5	20	60		40	16	4	4	163	3 hard copies, one digital
	3.05	Advisory Agency Review		4	4									8	
	3.06A	Public Information Meeting		4	4			8			8		1	25	Attend one (1) PIM, prepare presentation materials, prepare summary
	3.07	Prepare Design Recommendation. Prepare Final DAD.	1	2	4			8				2	2	19	Resolution and response to comments. 3 copies
		TOTALS for Section 3	2	52	77	65	20	244		152	144	6	7	769	

Barton & Loguidice, D.P.C.
Black River Trail Western Connection
PIN 7807.88

[illegible]

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
	4.05D	State Wetlands												0	assume out
	4.05E	Federal Wetlands												0	assume out
	4.05F	Floodplains												0	Not Applicable
	4.05G	Coastal Zone Management												0	assume out
	4.05H	Historic Resources		4	2				2					8	Eastern-most RR bridge considered State eligible, assume design coordination with SHPO
	4.05I	Parks - Section 4(f) and Section 6(f)												0	assume out
	4.05J	Hazardous Waste												0	assume out
	4.05K	Asbestos												0	assume out
	4.05L	Noise												0	assume out
	4.05M	Air Quality												0	assume out
	4.05N	Energy												0	assume out
	4.05O	Farmlands:												0	assume out
	4.05P	Invasive Species												0	assume out
	4.05Q	Visual Impacts:												0	assume out
	4.05R	Critical Environmental Areas												0	assume out
	4.05S	Complete Streets												0	assume out
	4.05T	Environmental Justice												0	assume out
	4.05U	Natural Landmarks												0	assume out
	4.05V	Coast Guard Bridge Permit												0	assume out
	4.06	Permits and Approvals		4	4		12	20	22				2	64	Complete Joint Application for Permit. SWPPP.
	4.07	Public Hearing												0	Not Applicable
	TOTALS for Section 4		2	22	12		85	20	90				6	237	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
5		RIGHT OF WAY													
	5.01	Abstract Request Map and/or Title Search												0	Not Applicable
	5.02	ROW Survey.												0	Not Applicable
	5.03	ROW Mapping.												0	Not Applicable
	5.04	ROW Plan.												0	Not Applicable
	5.05	ROW Cost Estimate.												0	Not Applicable
	5.06	Public Hearings/Meetings												0	Not Applicable
	5.07	Property Appraisals												0	Not Applicable
	5.08	Appraisal Review												0	Not Applicable
	5.09	Negotiations and Acquisition of Property												0	Not Applicable
	5.10	Relocation Assistance												0	Not Applicable
	5.11	Property Management												0	Not Applicable
		TOTALS for Section 5												0	
6		DETAILED DESIGN													
	6.01	Preliminary Bridge Plans												0	Not Applicable
	6.02	Advance Detail Plans (ADP)												0	
		Title: 1						1			2			3	
		Typical Sections: 2		2	4	4		6		20	10			46	
		M&PT: 1		1				4			4			9	Assume standard details for shoulder closure
		Miscellaneous Tables & Details 2		2	4			12		12	8			38	
		Plans/Profile Sheets 18		2	4	8		12		12	12			50	
		Landscaping & Grading 18		2	8			16		4	8			38	
		Enlarged Plans for Road Crossings/Intersections 4		2	4			8		20	2			36	
		Erosion & Sediment Control Plan 15						6			8			14	
		Bridge Plan 2		1				8			16			25	Assume rehabilitation of two bridges
		General Notes 2			2			4			4			10	
		Existing Structure Removal Details												0	Not Applicable
		Excavation & Backfill 2												0	Not Applicable
		Abutment Plan, Elevation & Reinforcement 4												0	Not Applicable
		Pier Plan, Elevation & Reinforcement												0	Not Applicable
		Pile Layout Plan & Details 2												0	Not Applicable
		Superstructure Plan & Sections 2		4		3		24			23			54	
		Framing Plan & Beam Details												0	Not Applicable
		Deck Reinforcement Plan & Details		4		8		20			12			44	Replace existing deck system

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
		Haunch, Camber & Moment Tables												0	Not Applicable
		Miscellaneous Superstructure Details	4	4		12		30			30			76	Overlook design/detailing
		Approach Slab Details												0	Not Applicable
		Bearing Replacement Details												0	Not Applicable
		Joint Details												0	Not Applicable
		Railing Layout & Details	2	4				8			12			24	Railing attached to deck system
		Structural Slab (Optional Forming System)												0	Not Applicable
		Bar Bending Diagrams & Lists												0	No bar list required.
		Templated Cross Sections:								8				8	Generated every 25'
	6.03	Contract Documents.		2	8			20						30	3 Copies to the City
	6.04	Cost Estimate												0	
		Initial Estimate:		1	2			30						33	
		Updates (Each):		1	2			8						11	
	6.05	Utilities		2	4			16						22	
	6.06	Railroads												0	Not Applicable
	6.07	Bridge Inventory & Load Rating Forms												0	Not required.
	6.08	Information Transfer												0	Not Applicable
	6.09	Construction Management Plan			4			8						12	
		TOTALS for Section 6		34	46	35		241		76	151			583	

STAFFING ASSUMPTIONS

Barton & Loguidice, D.P.C.

Black River Trail Western Connection

PIN 7807.88

SECTION	TASK	DESCRIPTION	Principal	Senior Associate	Sr. Managing Landscape Architect	Managing Engineer	Project Environmental Scientist	Engineer II	Staff Environmental Scientist	Engineering Designer II	Engineering Technician	Engineering Aide	Senior Group Technical Assistant	TOTAL	ASSUMPTIONS
7		ADVERTISEMENT, BID OPENING and AWARD													
	7.01	Advertisement		2	2			10						14	Includes response to bid questions and addenda
	7.02	Pre-Bid Meeting		4	4			10						18	Assume prep for and attend one meeting in City
	7.03	Bid Opening (Letting)			4			8						12	Attend opening and prepare bid tabulation
	7.04	Award			2			8						10	Bid review & analysis. Pre-award EEO/EBO coordination
		TOTALS for Section 7		6	12			36						54	
8		CONSTRUCTION SUPPORT													
	8.01	Construction Support				4		8							On-site field reconnaissance. Prepare field change sheets.(Assume 1 site visits req'd.)
		Pre-Construction Meeting		6	6										
		Evaluation of proposed changes.		4	4										
		Review shop drawings and submittals						32							
		Level 1 Load Rating													Not Applicable
		TOTALS for Section 8		10	10	4		40						64	
9		CONSTRUCTION INSPECTION													
	9.01	Equipment													
	9.02	Inspection. Number of weeks :													
		TOTALS for Section 9												0	

164 257 124 113 625 130 256 295 6 13

Res. No. 16

May 31, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 General Fund and Capital Fund Budgets
– Washington Street and Keyes Avenue Sewer Project

On April 4, 2022 the City Council re-adopted the Fiscal Year 2021-22 Capital Budget to add the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project. The initial project did not include a storm sewer component and therefore no funding as well.

The following resolution re-adopts the Fiscal Year 2022-23 Capital Budget to include the storm sewer component and increase the project cost to \$1,050,000.

The resolution also re-adopts the Fiscal Year 2022-23 General Fund Budget to appropriate \$175,000 of fund balance to pay for the General Fund's portion of the project. A bond ordinance will be presented to City Council on June 19, 2023 to fund the Sewer Fund's portion of the project.

A summary of the total project costs are as follows:

Design	\$ 67,385
Construction	910,091
Construction Inspection	65,209
Contingency	<u>7,315</u>
Total	<u>\$1,050,000</u>

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2022-23 General
Fund and Capital Fund Budgets – Washington
Street and Keyes Avenue Sewer Project

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 on June 6, 2022 the City Council passed a resolution adopting the Budget for Fiscal Year 2022-23, of which \$57,731,644 was appropriated for the General Fund, and

WHEREAS on April 4, 2022 the City Council re-adopted the Fiscal Year 2021-22 Capital Budget to add the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project and ,

WHEREAS the initial Washington Street and Keyes Avenue Sanitary Sewer Replacement Project did not include a storm sewer component and therefore no funding as well,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the Fiscal Year 2022-23 Capital Budget to include the storm sewer component and increase the project cost to \$1,050,000 and,

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2022-23 and makes the following adjustments in the re-adopted General Fund Budget:

Revenues and Appropriated Fund Balance:



A.0000.0909	Appropriated Fund Balance	<u>\$ 175,000</u>
Total		<u>\$ 175,000</u>

Expenditures:

A.9950.0900	Transfer to Capital Projects Fund	<u>\$ 175,000</u>
Total Expenditures		<u>\$ 175,000</u>

Seconded by

**FISCAL YEAR 2022-23
CAPITAL BUDGET
INFRASTRUCTURE
STORM AND SANITARY SEWERS**

PROJECT DESCRIPTION	COST
<p>Washington Street and Keyes Avenue Storm and Sanitary Sewer Replacement</p> <p>This project is intended to replace an existing 24” square stone sewer on Washington Street between Winslow Street and Keyes Avenue as well as a portion of this sewer which extends up Keyes Avenue. A storm sewer component will also be included.</p> <p>The stone sewer was built on bedrock and is in poor condition. It has been identified as a critical infrastructure need due to failures impacting the integrity of the roadway above. It currently carries sanitary flows from 14 residential parcels, a daycare facility, 2 multi-unit apartment complexes, and a professional office. In addition, this sewer accepts storm water from connected catch basins along the roadway as well as from private parking facilities. The proximity to an adjacent telecommunications conduit complicates the replacement process.</p> <p>This design and construction of this project will be contracted out with the intent of completing construction in 2023.</p> <div style="display: flex; justify-content: space-around;">   </div> <p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900 - \$175,000) and from a 10-year serial bond for the Sewer Fund portion (\$875,000) with Fiscal Year 2024-25 debt service of \$122,500.</p>	<p>\$1,050,000</p>
TOTAL	\$1,050,000

May 31, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-20 Washington Street & Keyes Avenue Sanitary Sewer Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, per City specifications and publicly opened and read the sealed bids on May 24, 2023, at 11:00 a.m. EST. Invitation to bids were provided to seven (7) plan houses and fifty-five (55) potential vendors.

The Purchasing Department received two (2) sealed bid submittal and the bid tabulation are shown below:

Vendor Name, Address and Point of Contact	JL Excavation LLC	Powis Contracting
	Chaumont, NY 13622	Copenhagen, NY 13626
Total Base Bid	\$910,090.50	\$935,332.01

The Purchasing Manager and Engineering Department in consultation with Aubertine & Currier reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project to JL Excavation LLC as the lowest responsive responsible bidder at a total price of **\$910,090.50**.

The Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, as initially readopted within the Fiscal Year 2021-22 through 2025-26 Capital Budget and Fiscal Year 2012-22 Sewer Fund Budget on April 4, 2022, was to be funded by transfers from the Sewer Fund, fund balance. However, due to the cost increase and additional storm sewer component, the proposed funding will be from a debt issuance for the Sewer Fund sanitary sewer portion and a transfer from the General Fund for the storm sewer portion. The acceptance of the bid is contingent on the City Council approving a Bond Ordinance. The Ordinance will be prepared for the June 19, 2023 Council meeting.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Washington Street and Keyes Avenue Sanitary Sewer Replacement Project - JL Excavation, LLC

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to replace sanitary sewer and storm sewer mains, structures, etc. along with related restoration work on Washington Street and Keyes Avenue, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, and

WHEREAS on May 24, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with Aubertine & Currier and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by JL Excavation, LLC,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from JL Excavation, LLC in the amount of \$910,090.50, and

BE IT FURTHER RESOLVED that the award of this bid is contingent on the City Council approving a Bond Ordinance to fund the project, and

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

Seconded by _____

May 30, 2023

Kenneth Mix, City Manager
City of Watertown
Suite 301, City Hall
245 Washington Street

**RE: Washington Street and Keyes Ave. Sanitary Sewer Replacement Project
Washington Street and Keyes Ave., City of Watertown
Letter of Recommendation for JL Excavation LLC**

Dear Mr. Mix,

This letter constitutes our completion of review of bids for the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project and recommendation of award. There were two (2) bids received at the 5/24/2023 bid opening. The bidders and bid amounts were as follows:

JL Excavation LLC - \$910,090.50
Powis Contracting, Inc. - \$935,332.01

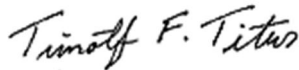
JL Excavation LLC was the apparent low bidder for the bid amount of \$910,090.50. We have spoken with the low bidder, JL Excavation LLC, and requested they review their bid and confirm they are capable of completing the project as bid. They have confirmed their bid and are prepared to accept award upon issuance.

Based upon the above, we recommend that the City of Watertown issue Notice of Award to the low bidder, JL Excavation, LLC, in the amount of \$910,090.50.

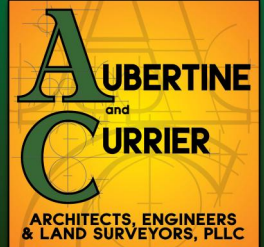
Feel free to contact our office with any questions that you may have.

Sincerely,

Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Timothy F. Titus
Civil Designer



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005

Fax: 315.782.1472

Managing Partner

Annette M. Mason, P.E.
Structural Engineer


Partners

Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor

Brian M. Krueger, AIA.,
Architect

		CITY OF WATERTOWN, NEW YORK				
		CITY HALL				
		245 WASHINGTON STREET				
		WATERTOWN, NEW YORK 13601-3380				
		Project:		Washington Street & Keyes Ave Sanitary Sewer Replacement Project		
		Bid / RFP Number:		Bid #2023-20		
Opening Date:		Wednesday May 24, 2023 @ 11:00 AM				
<i>The following results are bids as presented at the bid opening and do not represent an award.</i>						
Vendor Name, Address and Point of Contact		JL Excavation LLC	Powis Contracting			
		Chaumont, NY 13622	Copenhagen, NY 13626			
Total Base Bid		\$910,090.50	\$935,332.01			

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Professional Service Agreement with Aubertine and Currier for the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project

Earlier in this agenda the City Council considered the bids for the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project. If the Council awarded the contract for project, construction administration will be required. A proposal was requested and received from Aubertine and Currier regarding the Construction Administration and Inspection Project. The attached Agreement for Professional Services outlines the scope of services to be performed. Aubertine and Currier is proposing to complete the services for \$65,209.00.

A resolution approving this Agreement for Professional Services has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving the Professional Service Agreement with Aubertine and Currier for the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project

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 on February 27, 2023, the City of Watertown requested a proposal from Aubertine and Currier regarding Construction Administration and Inspection services associated with the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project and

WHEREAS Aubertine and Currier submitted their proposal and corresponding Scope of Services on May 02, 2023, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement from Aubertine and Currier in the amount of \$65,209.00, a copy of which is attached and made part of this Resolution, and

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

Seconded by

WASHINGTON STREET AND KEYES AVE. SANITARY SEWER REPLACEMENT PROJECT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of May, 2023, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the “City”), and Aubertine and Currier, a New York professional corporation with principal offices located at 522 Bradley Street, Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, on February 27, 2023, the City requested a proposal from Aubertine and Currier, along with a scope of work to provide Construction Administration and Inspection services in connection with the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project; and

WHEREAS, Aubertine and Currier responded with a proposal and scope of work in a letter addressed To the City Engineer, dated May 02, 2023, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and Aubertine and Currier desire to enter into an Agreement for the provision of the professional services outlined in Aubertine and Currier’s Proposal dated May 02, 2023.

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the Washington Street and Keyes Ave. Sanitary Sewer Replacement Project is as set forth in the proposal dated May 02, 2023, a copy of which is attached as Exhibit “A.”, not to Exceed Fee of \$65,209.00 for their scope of services.

Services will consist of Construction Administration and Construction Inspection Services of Washington Street and Keyes Ave. during construction. This includes the oversight of work on site to ensure that work is being performed to the standard set within the bid documents and perform field checks.

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer’s employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers’ Compensation and disability insurance), and for any and all safety issues pertaining to its employees.

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit “A”, in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

3. City to Provide File Documents.

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by December 31, 2023.

6. Payment.

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

7. Disputes.

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

8. Notices.

To the City: Watertown City Manager
City of Watertown
245 Washington Street
Watertown, New York 13601

To the Engineer: Aubertine and Currier
Matthew R. Morgia, P.E.
522 Bradley Street
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 04 day of April, 2022.

CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

Aubertine and Currier

By: _____
Matthew R. Morgia, P.E.
Civil Engineer, Partner

EXHIBIT “A”

FEE PROPOSAL AND SCOPE OF SERVICES

The attachment on the next page displays the proposal from Aubertine and Currier for Washington Street and Keyes Ave.

May 2, 2023

City of Watertown
Attn: Meredith Griffin, Civil Engineer II
City of Watertown
245 Washington St, Room 305B
Watertown, NY 13601
Submitted via email: mgriffin@watertown-ny.gov

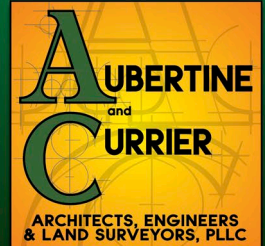
**RE: Construction Administration and Construction Inspection Proposal
500 Block Washington St & 100 Block Keyes Ave
City of Watertown, NY**

Dear Ms. Griffin:

We are submitting this additional services Proposal for Construction Administration and Construction Inspection Services associated with the Sanitary Sewer Collection System Replacement and Improvements project within the 500 Block of Washington St. and 100 Block of Keyes Ave. This proposal provides a description of our understanding of the project's services as outlined within the Project Overview, Scope of Services, and corresponding Fee Schedule.

I. PROJECT OVERVIEW

- A. The Civil Engineering and Design associated with construction and upgrades to the storm and sanitary sewer along the two (2) segments of Keyes Ave and Washington St were completed on 5/1/2023. The project includes approximately 1,050' of 8" sanitary sewer main, 520' of 6" laterals, 120' of 12" storm sewer, and 300' of 15" storm sewer construction.
- B. Bids advertisement is scheduled for 5/3/2023, with a bid opening of 5/24/2023.
- C. Based upon discussions with the City, the construction duration is anticipated to be 8-12 weeks. The project Construction Administration and Construction Inspections services are understood to take place during the project construction timeline as follows:
- Bid Opening – 5/24/2023
 - Bid Review and Recommendation for Award – 6/2/2023
 - City Council Authorization to Award – 6/19/2023
 - Contract Signing – 7/3/2023
 - Submittals and Material Procurement – 7/10/2023 – 8/4/2023 (4 weeks)
 - Construction – 8/7/2023 – 10/27/2023 (12 weeks of construction)
 - Punch List and Contract Closeout – 10/30/2023 – 11/3/2023 (1 week)
 - Contract Completion – 11/3/2023



NYS WBE/DBE Certified
SBA Woman Owned
Small Business (WOSB)

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

Managing Partner
Annette M. Mason, P.E.
Structural Engineer

Partners
Brian A. Jones, AIA.,
LEED AP BD+C
Architect

Matthew R. Morgia, P.E.
Civil Engineer

Jayson J. Jones, P.L.S.
Land Surveyor

Brian M. Krueger, AIA.,
Architect

- D. The Construction Inspection scope of services includes sixty (60) days of full time daily inspections during sanitary sewer and storm sewer construction and street restoration. Plus, five (5) days of part-time inspection during cleanup, punch list and project closeout activities.
- E. The contractor's schedule is currently unconfirmed. It is assumed that once construction starts, contractor operations would be completed on a full time, minimum 40 hour work week basis, for a 12 week construction duration. Adjustments to the RPR hourly rate would be necessary for part-time weekly work hours of less than 40 hours per week, and for overtime associated with hours more than 40 hours per week. An hourly rate for overtime hours greater than 40 during a work week has been provided below, should the contractor elect to work longer hours, and the City authorizes.

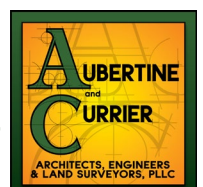
II. SCOPE OF SERVICES

Construction Administration

- A. Assist City during Bidding and Contract Award. Review Bids and provide Recommendation for Award. Assist City Purchasing Office with contract execution.
- B. Attend preconstruction meeting with Contractor and City staff to review project scope, schedule of values, schedule, lines of communication, outline submittal review procedures to be utilized, summarize administration activities, and payment application procedures.
- C. Review submittals during the estimated four (4) weeks of material procurement period prior to construction start. Conduct twice monthly job meetings, and a Punch List/final closeout meeting. This would entail eight (8) meetings in total, one (1) preconstruction, six (6) job meetings every other week, and one (1) punch list/closeout, over the 12 week construction duration.
- D. Monitor and converse with RPR Inspector regarding the progression of construction.
- E. Provide interpretation of plans, details and contract documents. Respond to contractor's requests for information (RFI's).
- F. Review contractor Change Orders. Determine applicability and appropriateness of additional work requested.
- G. Review applications for payment, make recommendations to the City for payment.
- H. Complete final site visit for preparation of Punch List. Issue Certificate of Substantial Completion.

Construction Inspection

- A. Provide the full-time Resident Project Representative (RPR) services of one (1) representative (Inspector) for an anticipated twelve (12) week construction
- NYS WBE/DBE Certified SBA Woman Owned Small Business (WOSB)**



duration of the contract, (480 hours). Provide part-time inspection services over a period of five (5) days for project restoration and closeout, (24 hours). Provide a total of 504 hours for full and part time inspection. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

- B. RPR shall observation Contractor's work in progress and field checks of materials and equipment. Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. RPR duties shall include those as outlined below which are typical of these services.

Duties of the Resident Project Representative

The duties and responsibilities of the RPR are as follows:

1. *General:* Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to the RPR's own personal safety while at the Site.
4. *Liaison:* Serve as Engineer's liaison with Contractor.
5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation – RFI's). Report to Engineer regarding such RFI's. Report to Engineer when clarifications and interpretations of the Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarification, interpretations, and decisions to Contractor.
6. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of work is defective under the terms and standards set forth in the Construction Contract

Documents, and provide recommendations as to whether such work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept and the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
7. *Inspections, Tests, and System Start-ups:*
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspection required by Laws and Regulation.
8. *Records:*
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Track and monitor unit price Bid Item quantities.
 - c. Photograph or video Work in progress or Site Conditions.
 - d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
9. *Reports:*
- a. Furnish to Engineer daily reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
 - b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

10. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion and prior to the issuance of Certificate of Substantial Completion submit punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Additional Project Specific clarification of RPR duties shall include:

- 1. Obtain preconstruction photographs of the project area to present evidence of conditions before construction activity.
- 2. Review shop drawings and submittals of the materials proposed approved by the contractor, and reviewed by the Engineer.
- 3. Provide assistance to the Engineer during review of pay requests from the contractor, and make recommendations for payments based upon the Engineer approved schedule of values and quantity of work completed to date.
- 4. Assist the Engineer during negotiation of the value of additional or deductive changes to the contract. The Engineer shall make subsequent recommendations to the Owner for approval or rejection of such changes.

III. FEE SCHEDULE

The Fees to complete the services described above is as follows:

Construction Administration (+/- 1 month).....	\$ 16,825.00
Construction Inspection (Hourly based upon a 12 weeks construction) (12 days full-time, 5 days part-time, 504 hours, \$96 /hr).....	\$ 48,384.00
Total =	\$ 65,209.00

The overtime rate for inspection services for greater than 40 hours per week is \$120 /hr.

If the scope changes from that outlined above, we could negotiate our fees or perform the additional work on an hourly plus reimbursable basis.

If you have questions or would like to discuss this proposal, please contact me at your earliest convenience. Please sign below to authorize and return a copy to our office.

Sincerely,
Aubertine and Currier Architects, Engineers & Land Surveyors, PLLC



Matthew R. Morgia, PE
Civil Engineer, Partner

Client Authorized Signature

Date

Attachments:
Standard Terms and Conditions

TERMS AND CONDITIONS

Compensation and Retainer Amount as outlined within the proposal.

Services covered by this authorization shall be performed in accordance with Provisions stated as follows:

1. Authorization to Proceed

Signing this form shall be construed as authorization by the CLIENT for the FIRM to proceed with the work.

2. Salary /Costs

The FIRM'S Salary Costs shall be the amount of salaries paid the FIRM's employees for work performed on the CLIENT's project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums and benefits.

3. Per Diem Rates

The FIRM's Per Diem Rates are those published in the FIRM's office, which are charged for work performed on the CLIENT's project by the FIRM's employees of the indicated classifications.

4. Direct Expenses

The FIRM'S Direct Expenses shall be those costs incurred on or directly for the CLIENT's project, including but not limited to: necessary transportation costs including mileage at the FIRM's current rate, meals and lodging, laboratory tests & analyzes, computer services, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of standard commercial charges when furnished by the FIRM.

5. Professional Standards

The FIRM shall be responsible, to the level of competency presently maintained by other practicing Professional Architects in the same type of work in the CLIENT's community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings and specifications and other work and materials furnished under this Authorization. The FIRM makes no other warranty, express or implied.

6. Termination

Either the CLIENT or the FIRM may terminate this Authorization by giving seven (7) days written notice to the other party. In such event, the CLIENT shall pay the FIRM in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. Arbitration

All claims, disputes and other matters in question arising out of, or relating to this Authorization or the breach thereof may be decided by Arbitration in accordance with the rules of the American Arbitration Association then applying. Either the CLIENT or the FIRM may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.

8. Legal Expense

In the event legal action is brought by the CLIENT or the FIRM against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

9. Payment to the FIRM

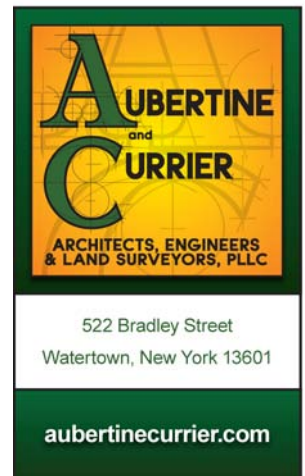
Invoices will be issued by the FIRM for all work performed under the terms of this agreement. **Invoices are due and payable upon receipt.** Finance charges, computed by a "Periodic Rate" of 2% per month, which is an annual percentage rate of 24%, will be charged on all amounts over 30 days unless otherwise provided by contract.

10. Limitation of Liability

The FIRM'S liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.

11. Indemnification

- A. Asbestos – For services involving or relating to asbestos as part of this agreement, it is further agreed that the CLIENT shall indemnify and hold harmless the FIRM and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court arbitration costs, arising out of or resulting from the performance of the work by the FIRM, or claims against the FIRM arising from the work of others, related to asbestos activities.
- B. Hazardous Waste – For services involving or related to hazardous waste elements of this agreement, it is further agreed that the CLIENT shall indemnify and hold harmless the FIRM and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court arbitration costs, arising out of or resulting from the performance of the work by the FIRM, or claims against the FIRM arising from the work of others, related to hazardous waste.
- C. The above indemnification provision extends to claims against the FIRM which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids,



gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water-courses, (c) objects, or (d) any tangible or intangible matter.

- D. Design professional shall use his/her best efforts to conform the construction document to the requirements of any legislation protecting the disabled, including the Americans With Disabilities Act and regulations there under (collectively "disabled legislation"). However, the standards for design practice under disabled legislation are still evolving. Therefore, the design professionals shall not be responsible if any aspect of the design does not conform to disabled legislation and such interpretation was not generally known to similarly situated professionals when the plans were prepared.

NOTE:

THE CONTRACTOR & CLIENT SHALL REVIEW AND BECOME FAMILIAR WITH ALL DRAWINGS PRIOR TO COMMENCEMENT OF WORK. ANY INCONSISTENCIES FOUND BETWEEN THE DRAWINGS SHALL BE REPORTED TO THE FIRM PRIOR TO THE START OF WORK. THE CONTRACTOR MAY REQUEST ADDITIONAL INFORMATION & DETAILS FROM THE FIRM IF APPROVED BY THE CLIENT. ADDITIONAL TIME WILL BE CHARGED AS PER THE FIRMS STANDARD RATE SCHEDULE.

Additional and non-customary services provided beyond the Scope shall be invoiced for payment in accordance with the above schedule.

Approved for CLIENT

By: _____

Date: _____

**Accepted for Aubertine and Currier Architects,
Engineers & Land Surveyors PLLC**

By: _____

Date: _____

Partner In Charge_____

Res No. 19 and 20

May 8, 2023

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, City Manager
Subject: Appointing Members to the Board of Ethics

Last year the City Council requested that I recommend someone to fill the City Employee position. I am recommending:

Suzanne C. Renzi-Falge
825 Holcomb Street
Watertown, NY 13601

Mayor Smith requested a resolution appointing:

Nolan D. Pitkin
117 N Massey Street
Watertown, NY 13601

They have both agreed to serve the remainder of the terms that expire on December 31, 2023. These appointments will fill the remaining vacancies. Resolutions have been prepared and attached for Council consideration.

RESOLUTION

Page 1 of 1

Appointing Suzanne C Renzi-Falge to
Board of Ethics,

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the following individual is hereby appointed to the Board of Ethics for the remainder of the term expiring on December 31, 2023:

Suzanne C. Renzi-Falge
825 Holcomb Street
Watertown, NY 13601

Seconded by _____

RESOLUTION

Page 1 of 1

Appointing Nolan D. Pitkin to the
Board of Ethics,

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the following individual is hereby appointed to the Board of Ethics for the remainder of the term expiring on December 31, 2023:

Nolan D. Pitkin
117 N Massey Street
Watertown, NY 13601

Seconded by _____

Res No. 21

May 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Directing City Manager to Hire a Bus to Transport Handicapped and Elderly Persons to Election Polling Locations on June 27, 2023

Councilmember Clifford Olney requested the attached resolution.

RESOLUTION

Page 1 of 1

Directing City Manager to Hire a
Bus to Transport Handicapped and
Elderly Persons to Election Polling
Locations on June 27, 2023

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

BE IT RESOLVED that the City Manager is hereby directed to hire a bus with wheel chair access to transport handicapped and elderly persons to election polling places on June 27, 2023.

Seconded by _____

Ordinance No. 1

May 30, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Flynn Pool Reconstruction and Bathhouse Rehabilitation Bond Ordinance

Earlier tonight City Council considered the bids submitted for the reconstruction of the Flynn pool and bathhouse rehabilitation. If the bids were approved City Council must identify the funding source for the \$3,150,000 difference between the current estimated project cost of \$3,900,000 and the initial project cost of \$750,000 which was funded by the American Rescue Plan Act.

One option for City Council to consider is the issuance of debt to cover the shortfall. If the Council wishes to follow this path, then you should approve the attached Bond Ordinance. A 4/5 vote is required for approval.

The projected total cost of the project is:

Design:		
- Preliminary Engineering	\$ 13,850	
- Preliminary Engineering Update	\$ 4,300	
- Engineering Design	<u>\$ 287,400</u>	\$ 305,550
Construction Cost		
- General Construction Contract	\$2,695,000	
- Mechanical Construction Contract	\$ 112,532	
- Plumbing Contract	\$ 199,077	
- Electrical Contract	<u>\$ 361,935</u>	\$3,368,544
	\$3,368,544	
Construction Administration		\$ 145,800
Third Party Testing		\$ 20,300
Bonding Fees and Contingency		<u>\$ 59,806</u>
TOTAL COST		\$3,900,000
Less: American Rescue Plan Act of 2021 funding		<u>(\$ 750,000)</u>
Net Amount to Borrow		<u>\$3,150,000</u>

ORDINANCE

Page 1 of 9

An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

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 _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building in Watertown, New York on June 5, 2023, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following ordinance was offered by _____, who moved its adoption, seconded by _____, to wit:

ORDINANCE

Page 2 of 9

An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

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

BOND ORDINANCE DATED JUNE 5, 2023.

An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE,

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

Section 1. For paying the costs of the reconstruction of the William J. Flynn Municipal Swimming Pool and rehabilitation of the bathhouse, including engineering assessment, design, construction, and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$3,900,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid

ORDINANCE

Page 3 of 9

An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

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

specific object or purpose is \$3,900,000 and that the plan for the financing thereof is by the issuance of the \$3,900,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as each item of said class has a period of probable usefulness of at least fifteen years under subdivisions twelve or sixty-one.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the

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An Ordinance Authorizing the Issuance of \$3,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs Of the Reconstruction of the William J. Flynn Municipal Swimming Pool and Rehabilitation of The Bathhouse, in and for Said City

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

same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City Comptroller and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the City Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the City Comptroller, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the City Comptroller shall deem best for the interests of the City, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the City Comptroller shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the City Comptroller shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental

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YEA	NAY

Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

Section 9. The City Comptroller is hereby further authorized, at the sole discretion of the City Comptroller, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said City in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this ordinance is to give the City Comptroller sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of the City Council.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and

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YEA	NAY

all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of its City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the City Comptroller shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

- (1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or

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(2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This ordinance, which takes effect immediately, shall be published in summary in the *Watertown Daily Times* the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by _____, seconded by _____, with all voting "AYE".

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

_____ VOTING _____

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Mayor SMITH, Jeffrey M.

Total

YEA	NAY

VOTING _____
 VOTING _____
 VOTING _____
 VOTING _____

The ordinance was thereupon declared duly adopted.

* * * * *

APPROVED BY THE MAYOR

 Mayor

June __, 2023.

STATE OF NEW YORK)
) ss.:
 COUNTY OF JEFFERSON)

I, the undersigned Clerk of the City of Watertown, Jefferson County, New York, DO
 HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on June 5, 2023, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public

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Total

YEA	NAY

notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media Date given

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

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice Date of Posting

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on June ____, 2023.

City Clerk

(CORPORATE SEAL)

Seconded by _____

May 12, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – April 2023

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last April, the sale of surplus hydro-electric power on an actual-to-actual basis was down \$25,625 or 2.85%. In comparison to the budget projection for the month, revenue was up \$81,468 or 10.30%. The year-to-date actual revenue is down \$1,275,900 or 22.58%, while the year-to-date revenue on a budget basis is up \$381,093 or 9.54%.

	<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	\$ 610,504	(\$ 51,107)	(7.72%)
April	\$ 752,511	\$ 669,698	\$ 897,945	\$ 872,321	(\$ 25,625)	(2.85%)
May	\$ 383,085	\$ 433,690	\$ 539,059			
June	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ 418,974</u>			
YTD	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$6,604,983</u>	<u>\$4,374,051</u>	<u>(\$1,275,900)</u>	<u>(22.58%)</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	\$ 610,504	\$ 93,460	18.08%	
April	\$ 790,853	\$ 872,321	\$ 81,468	10.30%	
May	\$ 633,501				
June	<u>\$ 325,541</u>				
YTD	<u>\$4,952,000</u>	<u>\$4,374,051</u>	<u>\$ 381,093</u>	<u>9.54%</u>	<u>\$ 48,445</u>

May 12, 2023

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – April 2023

Sales tax revenue was down \$176,016 or 8.53% compared to last April. In comparison to the original budget projection for the month, sales tax was down \$276,264 or 12.76%. The year-to-date actual receipts are up \$556,275 or 2.83%, while the year-to-date receipts on a budget basis are down \$398,252 or 1.93%.

	<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	\$ 2,041,305	(\$ 212,367)	(9.42%)	3.79%
April	\$ 988,797	\$ 1,566,858	\$ 2,064,386	\$ 1,888,370	(\$ 176,016)	(8.53%)	
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>\$ 20,212,647</u>	<u>\$ 556,275</u>	<u>2.83%</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	\$ 2,041,305	(\$ 321,807)	(13.62%)	(1.01%)
April	\$ 2,164,634	\$ 1,888,370	(\$ 276,264)	(12.76%)	
May	\$ 2,121,382				
June	<u>\$ 2,043,719</u>				
YTD	<u>\$ 24,776,000</u>	<u>\$ 20,212,647</u>	<u>(\$ 398,252)</u>	<u>(1.93%)</u>	

Staff Report

May 31, 2023

To: The Honorable Mayor and City Council

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

Subject: 214 East Hoard Street Rehabilitation

The home located at 214 East Hoard Street was taken for back taxes by the City several years ago and since that time, Staff has been working with Neighbors of Watertown (NOW) to develop a plan for its rehabilitation. Originally, it was proposed to redevelop the property through the NDC Housing Program. The plan was to sell the property to NOW for the amount of the outstanding taxes and have NOW develop the plans and specifications and oversee the contractor bidding process and construction.

As the City Council may recall, NOW began the process of developing plans for this home, but with other NDC projects such as 825 Academy Street and 1101 Bronson Street underway, this project took longer than expected to put together. NOW was close to being ready to acquire the home from the City and begin redeveloping it using Community Development Block Grant (CDBG) funds and other funding sources when they received an inquiry from a local contractor about redeveloping the home. Originally, the contractor, Diego Aguilar of Aguilar Property Services, was considering working with NOW to purchase the property after it was rehabilitated, but he exceeded the family income limits that would be required to be met for the CDBG funds. Mr. Aguilar then inquired about purchasing the property from NOW or directly from the City to complete the rehabilitation on his own and utilize it as a single-family residence for his family.

The scope of the rehabilitation would be comprehensive and would include a new roof, siding, new windows and doors, remodeling of the kitchen and bathroom, new plumbing and heating upgrades, new drywall, and interior finishes, along with a new front porch and landscaping. In addition, new windows would be added to the front façade to give the structure a more traditional look. Mr. Aguilar plans to invest approximately \$75,000 to \$100,000 to complete the rehab.

This rehabilitation would be handled very similarly to the homes the City recently transferred to various contractors and developers through the Vacant Homes Redevelopment Initiative. The City would be paid \$10,971.21 for the property, which was the amount owed in back taxes when the City took ownership, and the property would be required to be brought into compliance with all applicable codes.

If the City Council is in favor of this approach for the rehabilitation of the property, Staff will prepare a resolution for the June 19, 2023, meeting authorizing the sale of the property to Mr. Aguilar.