

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, October 16, 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, October 16, 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

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

RESOLUTIONS

- | | |
|--------------------|---|
| Resolution No. 1 - | Accepting Bid for WPD Shooting Range Electrical Upgrades - S&L Electric, Inc. |
| Resolution No. 2 - | Endorsing the Burlington Street Reconstruction Design Concept |
| Resolution No. 3 - | Authorizing Fund Raising Through the Northern New York Community Foundation for the Construction of a Skate Park |
| Resolution No. 4 - | Approving Professional Agreement with GYMO for Remaining Design and Construction Services for City Court and Other City Hall Renovations |
| Resolution No. 5 - | Approving Amendment No.1 to the Professional Services Agreement with Barton and Loguidice for the Division Street East and Thompson Street Water Main Project |
| Resolution No. 6 - | Approving Change Order No. 2 with EDGE Civil Corporation for the Division Street East and Thompson Street Water Main Replacement Project |

- Resolution No. 7 - Approving Agreement Between the New York State Unified Court System and the City of Watertown for Court Cleaning and Minor Repairs
- Resolution No. 8 - Directing Staff to Conduct Request for Proposal Process for an Analysis of Current and Prospective Hydropower Resources
- Resolution No. 9 - Retaining the Professional Services of John C. Krol to Assist in the Recruitment of Viable Candidates for the Position of Watertown City Manager
- Resolution No. 10 - Approving the 2023-2026 Tentative Agreement Between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249

ORDINANCES

LOCAL LAW

OLD BUSINESS

- Tabled Resolution - Authorizing Fund Raising Through the Northern New York Community Foundation for the Construction of a Dog Park

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, November 13, 2023, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, NOVEMBER 6, 2023.

Res No. 1

October 2, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-29 WPD Shooting Range Electrical Upgrades
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the WPD Shooting Range Electrical Upgrades, per City specifications and publicly opened and read the sealed bids on September 20, 2023, at 3:00 p.m. EST. Invitation to bids were provided to seven (7) plan houses and twenty-one (21) potential vendors.

The Purchasing Department received seven (7) sealed bid submittal and the bid tabulation are shown below:

S&L ELECTRIC	NORTHERN PIONEER CONTRACTORS, INC.	DIVERSIFIED WIRELESS, INC.	D.C. BUILDING SYSTEMS, INC.	WATSON ELECTRIC, INC.
COLTON, NY 13625	GLENFIELD, NY 13343	HERKIMER, NY 13350	WATERTOWN, NY 13601	NORWOOD, NY 13668
\$78,850.00	\$83,000.00	\$83,680.00	\$106,000.00	\$112,300.00
ENI MECHANICAL, INC.	DOW ELECTRIC, INC.			
GOUVERNEUR, NY 13642	MALONE, NY 12953			
\$114,450.00	\$115,500.00			

The Purchasing Manager and Engineering Department reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the WPD Shooting Range Electrical Upgrades to S&L Electric, Inc., as the lowest responsive responsible bidder at a total price of **\$78,850.00**.

The WPD Shooting Range Electrical Upgrades, as adopted in the Fiscal Year 2023-24 Budget, will be funded using funds from the American Rescue Plan Act of 2021.

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

RESOLUTION

Page 1 of 1

Accepting Bid for WPD Shooting Range
Electrical Upgrades - S&L Electric, 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 complete various electrical upgrades at the Police Department's shooting range located at Huntington Island, 530 NYS Route 3 to include the installation of a new generator, electrical fixtures, LED lights, concrete pads, and electrical components, and

WHEREAS the Purchasing Department advertised and received seven (7) sealed bids for the WPD Shooting Range Electrical Upgrades Project, and

WHEREAS on September 20, 2023, at 3:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by S&L Electric, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from S&L Electric, Inc. in the amount of \$78,850.00, and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK

CITY HALL

245 WASHINGTON STREET

WATERTOWN, NEW YORK 13601-3380

Project:

WATERTOWN POLICE DEPARTMENT SHOOTING RANGE ELECTRICAL UPGRADES

Bid / RFP Number:

Bid #2023-29

Opening Date:

Wednesday September 20, 2023 @ 3:00 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	S&L ELECTRIC	NORTHERN PIONEER CONTRACTORS, INC.	DIVERSIFIED WIRELESS, INC.	D.C. BUILDING SYSTEMS, INC.	WATSON ELECTRIC, INC.
	COLTON, NY 13625	GLENFIELD, NY 13343	HERKIMER, NY13350	WATERTOWN, NY 13601	NORWOOD, NY 13668
Total Base Bid	\$78,850.00	\$83,000.00	\$83,680.00	\$106,000.00	\$112,300.00
Vendor Name, Address and Point of Contact	ENI MECHANICAL, INC.	DOW ELECTRIC, INC.			
	GOUVERNEUR, NY 13642	MALONE, NY 12953			
Total Base Bid	\$114,450.00	\$115,500.00			

October 11, 2023

TO: The Honorable Mayor and City Council

FROM: Geoffrey Urda, Planner

SUBJECT: Endorsing the Burlington Street Reconstruction Design Concept

At the October 10, 2023 City Council work session, Planning Staff and Aubertine and Currier, PLLC presented the Council with three design concepts for the upcoming Burlington Street reconstruction project:

- Concept 1 maintains two-way traffic, with a 26' roadway width and on-street parking on one side of the street and a larger retaining wall requirement.
- Concept 2 converts the street to one-way traffic north of Lynde Street, with a 22' roadway width and on-street parking on one side and a grassed slope in place of a retaining wall.
- Concept 3 maintains two-way traffic with a 24' roadway width. This concept eliminates on-street parking and requires a retaining wall.

At that work session, the Council supported Concept 2, which would convert Burlington Street to one-way. In addition, LaBella Associates, in partnership with Planning Staff, hosted an open house on Wednesday, August 30, 2023 at North Elementary School to present the three designs to Burlington Street residents and obtain feedback. At that meeting, the attendees overwhelmingly supported Concept 2. It is also the professional conclusion of both Planning and Public Works Staff that Concept 2 is the most appropriate design for this street reconstruction project.

The attached resolution establishes formal City Council endorsement of Concept 2 and directs Planning Staff and Aubertine and Currier, PLLC to prepare bid specifications to implement this design.

CDBG Entitlement funding is paying for \$50,000 of the \$170,500 consulting fee, with the remaining \$120,500 coming from the American Rescue Plan Act (ARPA). When the project advances to the construction phase, Staff estimates a total construction cost of approximately \$1,375,000, which the City will pay for using a combination of funding sources, including CDBG.

RESOLUTION

Page 1 of 1

Endorsing the Burlington Street
Reconstruction Design Concept

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 is undertaking a complete reconstruction of Burlington Street on the City's north side, and

WHEREAS the City, following a competitive Request for Proposals process, retained Aubertine and Currier, PLLC and LaBella Associates for design and public outreach services, and

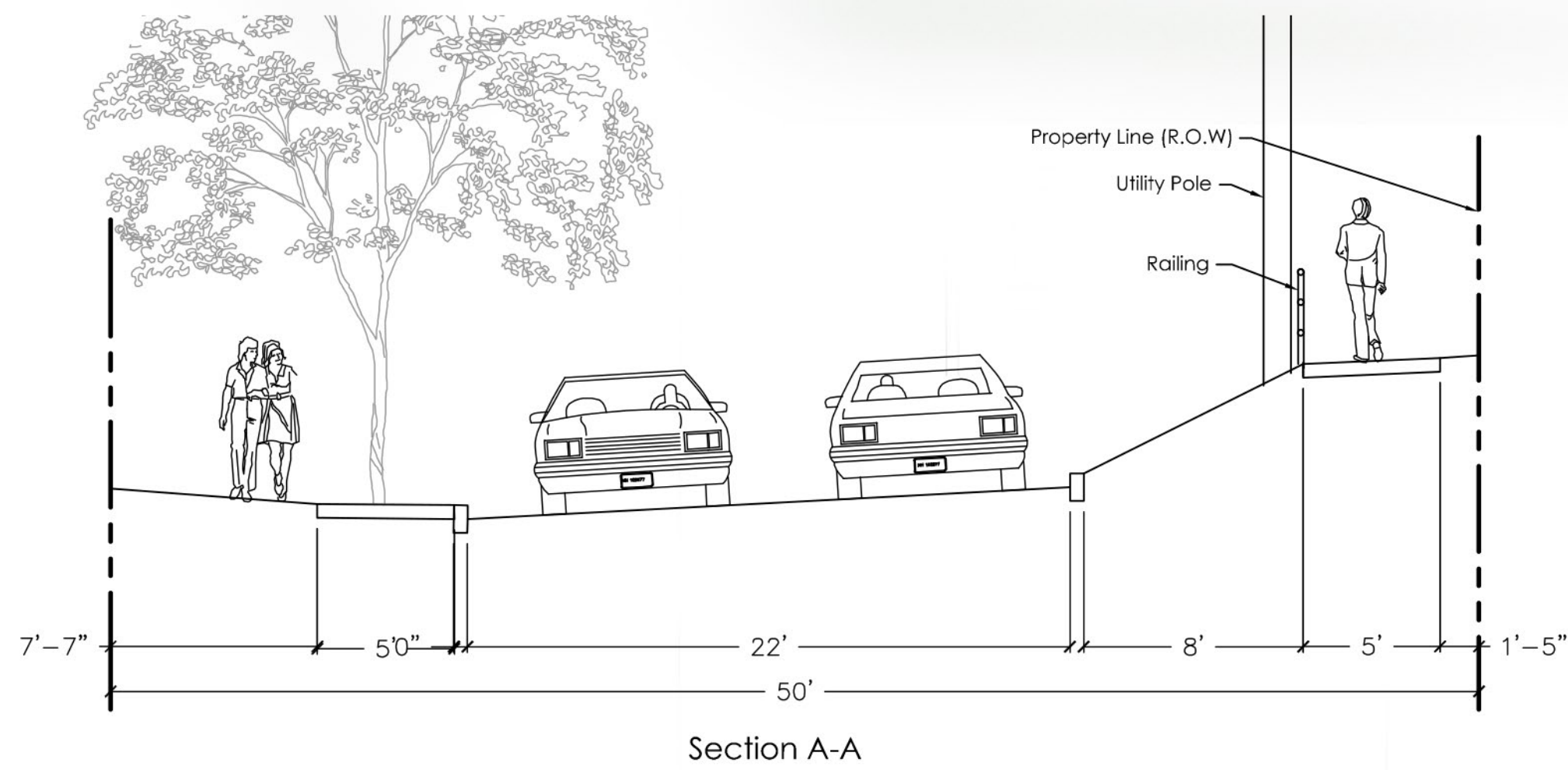
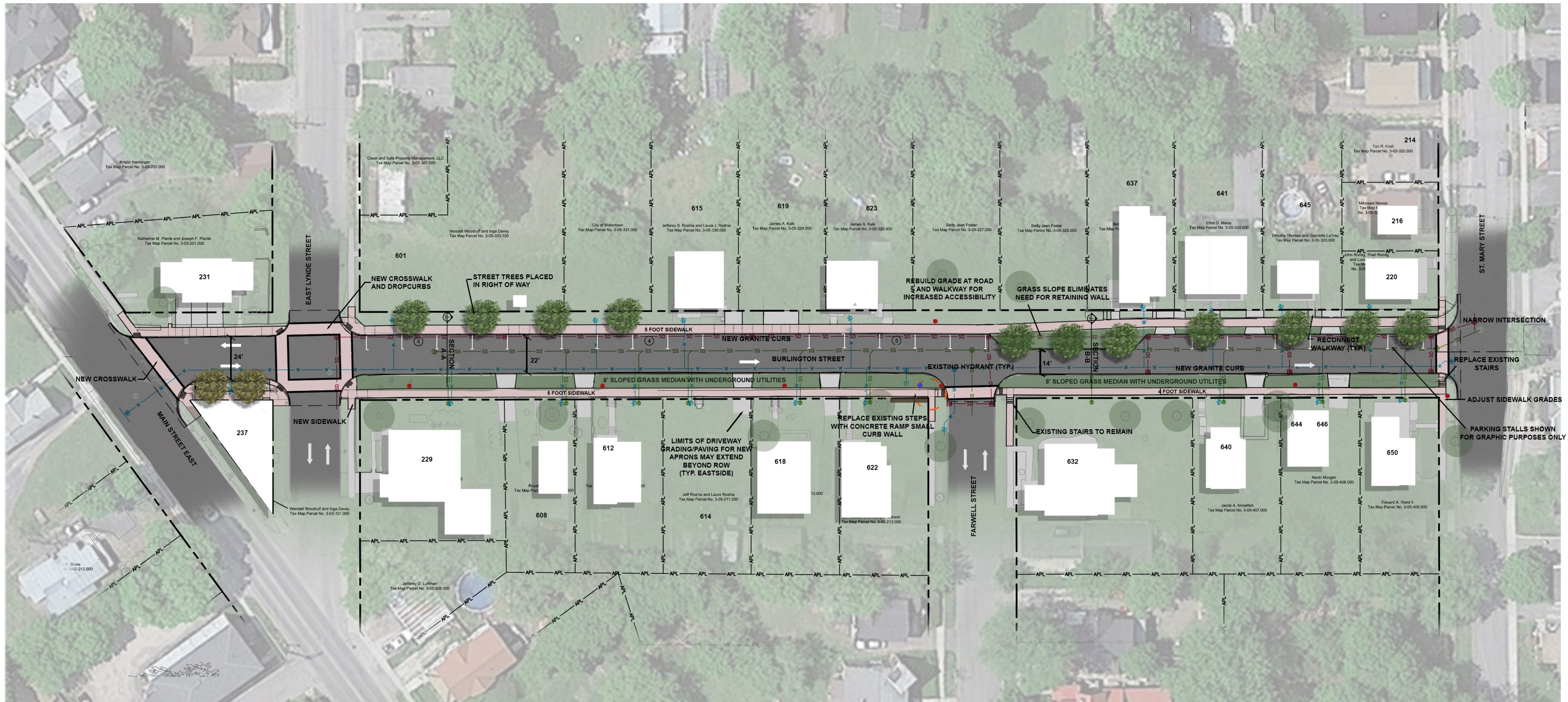
WHEREAS Aubertine & Currier prepared three design concepts, presented them at a public open house on August 30, 2023 and at a City Council work session on October 10, 2023, and

WHEREAS the open house attendees, Planning and Public Works Staff, as well as the City Council all concluded that the one-way option ("Concept 2") was the preferred alternative, and

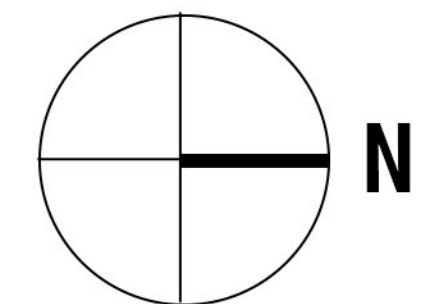
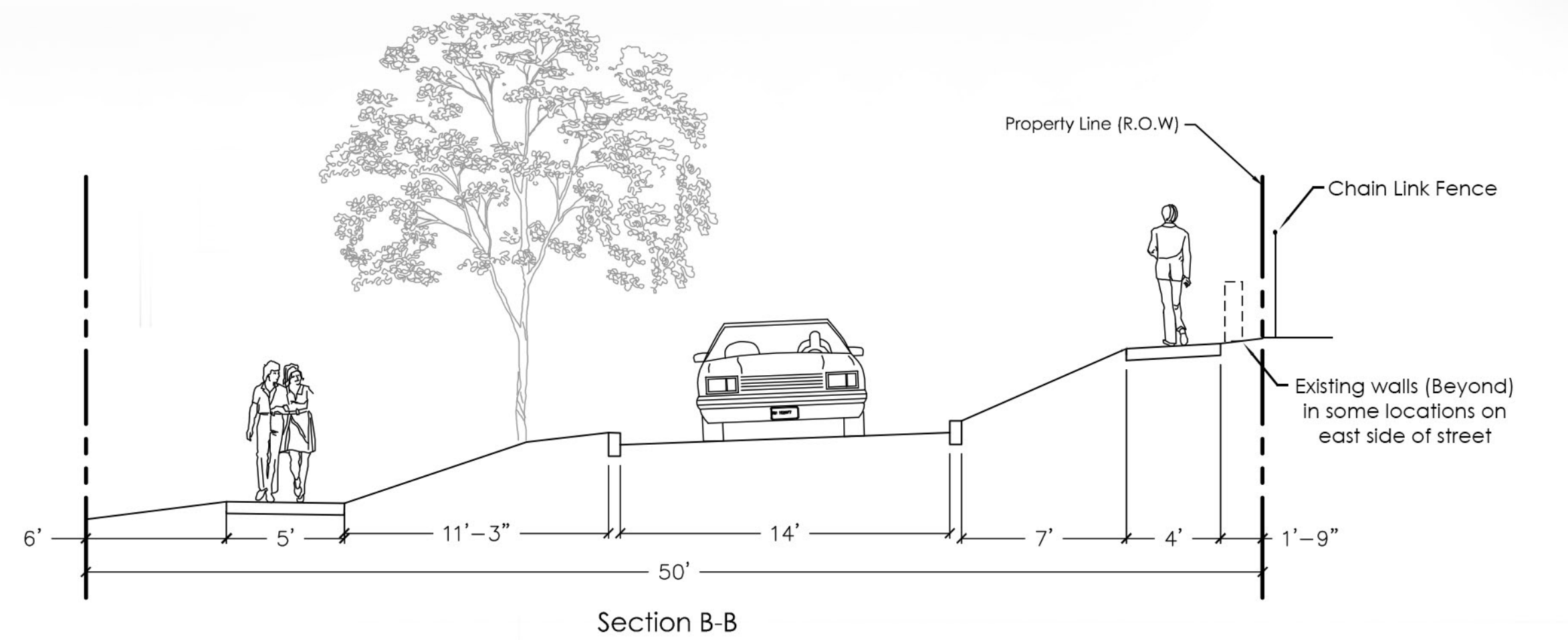
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby endorses the one-way design concept for the Burlington Street Reconstruction Project, presented as "Concept 2" at the public open house and City Council work session, and

BE IT FURTHER RESOLVED that the City Council directs Planning Staff and Aubertine and Currier, PLLC to proceed with preparing bid specifications to implement "Concept 2."

Seconded by _____



- CORRIDOR CONFIGURATION**
- ONE WAY TRAFFIC
 - 22' WIDE ROADWAY
 - DEDICATED PARALLEL PARKING
 - NARROWER ROADWAY TO REDUCE REQUIREMENT FOR WALLS ON WEST SIDE
 - TREE PLANTING IN MEDIAN AND BEHIND SIDEWALK
 - MATCH CURBLINE / EOP ON EAST SIDE
 - PEDESTRIAN CROSSING ENHANCEMENTS



Res No. 3

October 16, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Fund Raising Through the Northern New York Community Foundation for the Construction of a Skate Park

The attached resolution was prepared at the request of the Council Member Olney. Rande Richardson of the Northern New York Community Foundation has reviewed the resolution and is satisfied with it.

Funds will only be accepted for the construction of a skate park or improvements to the current skate park in the event adequate funds are not raised within two years.

RESOLUTION

Page 1 of 1

Authorizing Fund Raising Through the Northern
New York Community Foundation for the
Construction of a Skate Park

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 Ryan Starr has offered to raise funds for construction of a city skate park,
and

WHEREAS the Northern New York Community Foundation was previously designated
to serve as a vehicle through which individuals, organizations, and businesses can make
charitable contributions in support of City programs, projects and initiatives, and

WHEREAS the City Council of the City of Watertown believes that it is in the best
interest of the citizens of the City to authorize fund raising for the construction of a city skate
park,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
authorizes fund raising through the Northern New York Community Foundation for the purpose
of providing resources to construct a skate park on Sewall's Island, and

BE IT FURTHER RESOLVED that if enough funds to completely pay for the
construction of a skate park are not raised within two years from the date of this resolution, then
the money will be used for the alternative of making improvements to the current city skate park,
and

BE IT FURTHER RESOLVED that the City of Watertown is willing to accept the
donated funds from the Northern New York Community Foundation for said purpose.

Seconded by

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Professional Services Agreement with GYMO for Remaining Design and Construction Services for City Court and Other City Hall Renovations

The City Council approved a contract with GYMO for the Preliminary Design Phase for the City Court and Other City Hall Renovations in the amount of \$84,411.60 at its April 17, 2023, meeting.

The City Manager and Engineering Department have now requested a quote from GYMO Engineering for a proposal for the remaining Design and Construction Services for the reconstruction and reconfiguration of City Hall's First Floor and Court, including upgrades to the Electrical, Mechanical, and Plumbing systems, replacement of the building's elevator, and improvements to the building exterior.

GYMO Engineering has submitted their proposal for the remaining Design and Construction Professional Services for this project. GYMO Engineering is proposing to perform these Professional Services for \$337,646.40.

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

RESOLUTION

Page 1 of 1

Approving the Professional Agreement with
GYMO for Remaining Design and
Construction Services for City Court and
Other City Hall Renovations

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 at their April 17, 2023, meeting. the City Council of Watertown approved the Professional Service Agreement with GYMO Engineering for the Preliminary Design Services for the City Court and Other City Hall Renovations in the amount of \$84,411.60, and

WHEREAS the City of Watertown requested a proposal from GYMO Engineering for the remaining design and construction services for this project, and

WHEREAS on September 28, 2023, the City of Watertown received a proposal from GYMO Engineering for their projected construction budget and design fees based on the proposed remaining scope of work,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the proposal from GYMO Engineering in the amount of \$337,646.40 for remaining Design and Construction Professional Services, 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

CITY COURT AND OTHER CITY HALL RENOVATIONS, REMAINING DESIGN AND CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this 16 day of October, 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 GYMO Engineering (GYMO), a New York professional corporation with principal offices located at 18969 US Route 11., Watertown, New York 13601 (“Engineer”).

RECITALS

WHEREAS, on March 10, 2023, the City requested a proposal from GYMO to provide Professional Design Services in connection with the City Court and Other City Hall Renovations; and

WHEREAS, GYMO responded with a proposal and scope of work in a letter addressed to the City Engineer, dated March 29, 2023, containing a Not to Exceed Fee for those services; and

WHEREAS, the City Council approved an agreement for Preliminary Design Services at the April 17th, 2023 meeting in the amount of \$84,411.60, and

WHEREAS, the City requested a proposal from GYMO for the remaining Professional Design and Construction Services, and

WHEREAS, GYMO responded with a proposal and scope of work in a letter addressed to the City Engineering Department, dated September 28, 2023, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and GYMO desire to enter into an Agreement for the provision

of the professional services outlined in GYMO's Proposal dated September 28, 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 the City Court and Other City Hall Renovations is as set forth in the proposal dated September 28, 2023, a copy of which is attached as Exhibit "A.", for a Not to Exceed Fee of \$337,646.40 for the remaining Professional Design Services.

Services will consist of Professional Design of City Court and other City Hall renovations. This includes interior renovations to the Court and first floor; a reconfiguration of the first floor with the inclusion of a secured entrance; renovations to the building's exterior; improvements to the electrical, mechanical, and plumbing systems on the first floor; the installation of a new air handling unit in the Penthouse; and the replacement of the building's roof. Services will also include Construction Administration Services.

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 Engineering Department's satisfaction by December 31, 2025.

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: GYMO Engineering
Scott Soules, AIA
18969 US Route 11
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 16 day of October, 2023.

CITY OF WATERTOWN

By: _____
Kenneth A. Mix
City Manager

GYMO Engineering

By: _____
Scott Soules, AIA
Principal, Director of Architecture

EXHIBIT “A”

FEE PROPOSAL AND SCOPE OF SERVICES

The attachment on the next page displays the proposal from GYMO Engineering for the City Court and Other City Hall Renovations.

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS

In Consultation
Leo F. Gozalkowski, PLS
Stephen W. Yaussi, AIA
Edward G. Olley, Jr., AIA

18969 US Route 11
Watertown, New York 13601

Tel: (315) 788-3900
Fax: (315) 788-0668

E-mail:
web@gymodpc.com

28 September 2023
Ms. Meredith Griffin
City of Watertown
Department of Engineering
Room 305B City Hall
245 Washington Street
Watertown, NY 13601

Re: Watertown City Court Expansion

Dear Ms. Griffin,

Below is our fees for the Watertown City Court Expansion project as was submitted on March 17, 2023.

Preliminary Construction Estimates	
• Interior Renovations to Include Security Entrance	\$2,145,000.00
• Hazardous Materials.....	\$140,000.00
• Exterior Improvements.....	\$512,500.00
• Upper Roof Replacement.....	\$252,000.00
• Elevator Replacement.....	\$300,000.00
• MEP upgrades to include Added Penthouse AHU.....	\$1,675,000.00
Total	
\$5,024,500.00	

A/E Design Fee- 8.4% : \$422,058.00

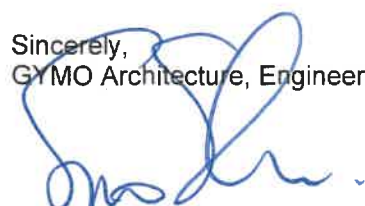
The breakdown of phases of work based on this fee is as follows:

20% Preliminary phase.....	\$84,411.60
45% Design Documents phase.....	\$189,926.10
25% Construction Documents phase.....	\$105,514.50
3% Bidding phase.....	\$12,661.74
7% Construction Administration phase.....	\$29,544.06

We would like to enter into contract for the remaining phases, the total is **\$337,646.40**

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

Sincerely,
GYMO Architecture, Engineering & Land Surveying, D.P.C.



Scott Soules, AIA.
Principal, Director of Architecture

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Amendment No. 1 to the Professional Services Agreement with Barton and Loguidice for the Division Street East and Thompson Street Water Main Replacement Project

At the May 16, 2022 meeting, the City Council approved the Professional Services Agreement with Barton and Loguidice for the Division Street East and Thompson Street Water Main Replacement Project in the amounts of \$59,200.00 for design services and \$39,800.00 for construction services for a total contract cost of \$99,000.00.

With construction complete the original projected costs were found to be slightly different than what was calculated during construction. Barton and Loguidice has now submitted Amendment No.1 for the Division Street East and Thompson Street Water Main Replacement Project in the amount of \$7,068.58, bringing the final total cost to \$106,068.58.

A resolution approving this Amendment has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment No. 1 to the Professional Services Agreement with Barton and Loguidice for the Division Street East and Thompson Street Water Main 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 at its May 16, 2022 meeting, the City Council approved the Professional Services Agreement with Barton and Loguidice for the Division Street East and Thompson Street Water Main Replacement Project in the amounts of \$59,200.00 for design services and \$39,800.00 for construction services for a total contract cost of \$99,000.00, and

WHEREAS there were changes to the final cost breakdown for Barton and Loguidice due to modifications occurring during construction,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 1 from Barton and Loguidice in the amount of \$7,068.58, a copy of which is attached and made part of this Resolution, bringing the final contract amount to \$106,068.58, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute Amendment 1 on behalf of the City of Watertown.

Seconded by

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 4, 2022**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: **10/16/2023**.

Background Data

Effective Date of Owner-Engineer Agreement: **April 4, 2022**

Owner: **City of Watertown**

Engineer: **Barton & Loguidice, DPC**

Project: **Thompson and E Division Street Water Main Replacement Project**

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

This Amendment includes the decrease of Construction Phase – Thompson Street by \$34.25, Construction Phase – Division St E by \$63.00, Subcontract Administration – Thompson Street by \$45.25, Verification of Existing Conditions – Thompson Street by \$167.00, Verification of Existing Conditions – Division St E by \$350.00, Permits – Division St E by \$500.00, Record Drawings/O&M Manuals – Thompson Street by \$59.75, Record Drawings/O&M Manuals – Division St E by \$59.75, Reimbursable Expenses – Thompson Street by \$185.42, and Reimbursable Expenses – Division St E by \$250.00. This Amendment includes the increase of Post-Construction Phase – Thompson Street by \$1,553.75, Post-Construction Phase – Division St E by \$1,638.75, Resident Project Representative – Thompson Street by \$3,000.50, and Resident Project Representative – Division St E by \$2,590.00. Changes in fees are to adjust these services to the actual project expenditures. These changes result in a total increase of \$7,068.58.

Agreement Summary:

Original agreement amount:	\$ 99,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 7,068.58
Adjusted Agreement amount:	\$ 106,068.58

Change in time for services (days or date, as applicable): N/A

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.

Owner: City of Watertown

Engineer: Barton and Loguidice, DPC

By:

By:



Print name: Jeffrey M. Smith

Print name: Matthew J. Cooper, P.E.

Title: Mayor

Title: Senior Associate

Date

Date

Signed:

Signed:

10/02/2023

M. G. 10/06/2023

This is **Appendix 1 to EXHIBIT C**,
consisting of 1 page, referred to in and part
of the **Agreement between Owner and
Engineer for Professional Services**
dated **April 4, 2022**.

Summary of Fees & Reimbursable Expenses Schedule – Amendment No. 1

<u>Description of Service</u>		<u>Original Amount</u>	<u>Amendment No. 1</u>	<u>Basis of Payment</u>
2	<u>Basic Services</u>			
A.	Preliminary Design Phase – Thompson Street	\$18,500.00	\$18,500.00	Lump Sum
A-2.	Preliminary Design Phase – Division St E	\$18,500.00	\$18,500.00	Lump Sum
B.	Final Design Phase – Thompson Street	\$7,400.00	\$7,400.00	Lump Sum
B-2.	Final Design Phase – Division St E	\$7,400.00	\$7,400.00	Lump Sum
C.	Bidding Phase – Thompson Street	\$3,700.00	\$3,700.00	Lump Sum
C-2.	Bidding Phase – Division St E	\$3,700.00	\$3,700.00	Lump Sum
D.	Construction Phase – Thompson Street	\$5,550.00	\$5,515.75	Hourly
D-2.	Construction Phase – Division St E	\$5,550.00	\$5,487.00	Hourly
E.	Post-Construction Phase – Thompson Street	\$1,850.00	\$3,403.75	Hourly
E-2.	Post-Construction Phase – Division St E	\$1,850.00	\$3,488.75	Hourly
3	<u>Additional Services:</u>			
A.	Subcontract Administration – Thompson Street	\$250.00	\$204.75	Hourly
A-2.	Subcontract Administration – Division St E	\$250.00	\$250.00	Hourly
B.	Subcontracted Services – Thompson Street	\$4,150.00	\$4,150.00	Hourly
B-2.	Subcontracted Services – Division St E	\$4,150.00	\$4,150.00	Hourly
C.	Verification of Existing Conditions – Thompson Street	\$350.00	\$183.00	Hourly
C-2.	Verification of Existing Conditions – Division St E	\$350.00	\$0.00	Hourly
D.	Permits – Division St E	\$500.00	\$0.00	Hourly
E.	Record Drawings / O&M Manuals – Thompson Street	\$1000.00	\$940.25	Hourly
E-2.	Record Drawings / O&M Manuals – Division St E	\$1000.00	\$940.25	Hourly
F.	Reimbursable Expenses – Thompson Street	\$250.00	\$64.58	Hourly
F-2.	Reimbursable Expenses – Division St E	\$250.00	\$0.00	Hourly
G.	Other Additional Services (A2.02 from Exhibit A)	\$TBD	\$0.00	Hourly
4	<u>Resident Project Representative – Thompson Street</u>	\$6,250.00	\$9,250.50	Hourly
4-2	<u>Resident Project Representative – Division St E</u>	\$6,250.00	\$8,840.00	Hourly
TOTAL ESTIMATED CONTRACT AMOUNT		\$99,000.00	\$106,068.58	

*Bolded Figures are those changed with this Amendment

Amendment No. 1
October 16, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Change Order No. 2 with EDGE Civil Corporation for the Division Street East and Thompson Street Water Main Replacement Project

At the April 06, 2023 meeting, City Council awarded the contract for the Division Street East and Thompson Street Water Main Replacement Project to EDGE Civil Corporation in the amount of \$914,790.00.

At the April 17, 2023 meeting, the City Council approved Change Order No. 1 from EDGE Civil Corporation in the decrease of \$5,885.00, bringing the construction cost to \$908,905.00.

EDGE Civil Corporation has now submitted Change Order No. 2 in the amount of \$10,523.89, bringing the final construction cost to \$919,428.89. This change order covers unexpected construction costs and labor for this project and allows for the final payment for this project to be done.

A resolution approving this change order has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2 with
EDGE Civil Corporation for the Division
Street East and Thompson Street Water
Main 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 at its April 06, 2023, meeting, the City Council awarded the contract to
EDGE Civil Corporation in the amount of \$914,790.00 for the Division Street East and
Thompson Street Water Main Replacement Project, and

WHEREAS at its April 17, 2023, meeting, the City Council approved Change Order No.
1 from EDGE Civil Corporation in the decrease of \$5,885.00, for the Division Street East and
Thompson Street Water Main Replacement Project, bringing the construction cost to
\$908,905.00, and

WHEREAS unexpected construction costs and labor were calculated at the end of
construction, and needs to be addressed before the final payment for this project can be issued,
and

WHEREAS EDGE Civil Corporation has now submitted Change Order No. 2 in the
amount of \$10,523.89, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
hereby approves Change Order No. 2 from EDGE Civil Corporation in the amount of
\$10,523.89, a copy of which is attached and made part of this Resolution, bringing the total final
contract amount to \$919,428.89, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized
and directed to execute Change Order No. 2 on behalf of the City of Watertown.

Seconded by

SECTION 00 63 63

CHANGE ORDER

Change Order No. 2

Date of Issuance:	October 2, 2023	Effective Date:	October 2, 2023
Owner:	City of Watertown	Owner's Contract No.:	1
Contractor:	Edge Civil Corp	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	377.014.001
Project:	Thompson Street and Division Street East Water Main Replacement Project	Contract Name:	General Construction

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

This change order includes the over/under adjustments to all bid items and Change Order Request No. 2. Bid items were modified to adjust quantities for both; unused/partially used items and items with quantities in excess of the quantities after Change Order No. 1. The adjustments and Change Order Request No. 2 resulted in the total contract amount being increased by a net \$10,523.89. See Over/Under Adjustment Balance Sheet and Change Order Request No. 2 attached.

Attachments: *Over/Under Adjustment Balance Sheet, Change Order Request No. 2*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>914,790.00</u>	Original Contract Times: Substantial Completion: <u>June 3, 2023</u> Ready for Final Payment: <u>June 17, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : \$ <u>5,885.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>908,905.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 3, 2023</u> Ready for Final Payment: <u>June 17, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>10,523.89</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>June 17, 2023</u> Ready for Final Payment: <u>October 16, 2023</u> days or dates
Contract Price incorporating this Change Order: \$ <u>919,428.89</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 17, 2023</u> Ready for Final Payment: <u>October 16, 2023</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u><i>Anthony M. Jones</i></u>	By: <u> </u>	By: <u><i>[Signature]</i></u>	By: <u> </u>
Engineer (if required)	Owner (Authorized	Contractor (Authorized	
Title: <u>Managing Engineer</u>	Title: <u> </u>	Title: <u><i>KRES.</i></u>	Title: <u> </u>
Date: <u>September 13, 2023</u>	Date: <u> </u>	Date: <u><i>9/27/2023</i></u>	Date: <u> </u>

09.23
377.014.001

CHANGE ORDER
00 63 63-1

M.G. 10/06/2023

Change Order No. 2: Over/Under Adjustment Balance Sheet

Item No.	Description	Bid Quantity	Unit	Unit Price	Total	Total Unit to Date	Total Cost to Date	Remaining		Over/Under		Over/Under
								Quantity	Cost	Total	Difference	
1A	Mobilization (Not to exceed 2% of Total Base Bid) - Thompson Street	1	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	0	\$ -	\$ -
1B	Mobilization (Not to exceed 2% of Total Base Bid) - Division Street East	1	LS	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	0	\$ -	\$ -
2A	Furnish and Install 8-Inch Ductile Iron Water Main and Appurtenances - Thompson Street	1013	LF	\$ 148.00	\$ 149,924.00	1025	\$ 151,700.00	0	\$ -	12	\$ 1,776.00	\$ 1,776.00
2B	Furnish and Install 8-Inch Ductile Iron Water Main and Appurtenances - Division Street East	20	LF	\$ 200.00	\$ 4,000.00	0	\$ -	0	\$ -	-20	\$ (4,000.00)	\$ (4,000.00)
3	Furnish and Install 10-Inch Ductile Iron Water Main and Appurtenances - Division Street East	1482	LF	\$ 168.00	\$ 248,976.00	1516	\$ 254,688.00	0	\$ -	34	\$ 5,712.00	\$ 5,712.00
4A	Furnish and Install Hydrant Assembly Complete - Thompson Street	2	EA	\$ 11,500.00	\$ 23,000.00	2	\$ 23,000.00	0	\$ -	0	\$ -	\$ -
4B	Furnish and Install Hydrant Assembly Complete - Division Street East	3	EA	\$ 11,500.00	\$ 34,500.00	3	\$ 34,500.00	0	\$ -	0	\$ -	\$ -
5	Furnish and Install 8" Gate Valve w/ Valve Box - Thompson Street	1	EA	\$ 4,300.00	\$ 4,300.00	1	\$ 4,300.00	0	\$ -	0	\$ -	\$ -
6	Furnish and Install 10" Gate Valve w/ Valve Box - Division Street East	2	EA	\$ 5,600.00	\$ 11,200.00	2	\$ 11,200.00	0	\$ -	0	\$ -	\$ -
7A	Furnish and Install Bedding - Thompson Street (100% of Water Main Assumed)	240	CY	\$ 32.00	\$ 7,680.00	285	\$ 9,120.00	0	\$ -	45	\$ 1,440.00	\$ 1,440.00
7B	Furnish and Install Bedding - Division Street East (100% of Water Main Assumed)	380	CY	\$ 28.00	\$ 10,640.00	420	\$ 11,760.00	0	\$ -	40	\$ 1,120.00	\$ 1,120.00
8A	Furnish and Install Select Backfill - Thompson Street	750	CY	\$ 32.00	\$ 24,000.00	750	\$ 24,000.00	0	\$ -	0	\$ -	\$ -
8B	Furnish and Install Select Backfill - Division Street East	950	CY	\$ 28.00	\$ 26,600.00	950	\$ 26,600.00	0	\$ -	0	\$ -	\$ -
9A	Install 1-Inch Diameter Corporation Stop Assembly - Thompson Street (to be provided by Owner)	16	EA	\$ 350.00	\$ 5,600.00	16	\$ 5,600.00	0	\$ -	0	\$ -	\$ -
9B	Install 1-Inch Diameter Corporation Stop Assembly - Division Street East (to be provided by Owner)	7	EA	\$ 350.00	\$ 2,450.00	7	\$ 2,450.00	0	\$ -	0	\$ -	\$ -
10A	Install 1-Inch Diameter Curb Stop Assembly - Thompson Street (Curb stop to be provided by Owner; box and appurtenances to be provided by Contractor)	16	EA	\$ 350.00	\$ 5,600.00	16	\$ 5,600.00	0	\$ -	0	\$ -	\$ -
10B	Install 1-Inch Diameter Curb Stop Assembly - Division Street East (Curb stop to be provided by Owner; box and appurtenances to be provided by Contractor)	7	EA	\$ 350.00	\$ 2,450.00	7	\$ 2,450.00	0	\$ -	0	\$ -	\$ -
11A	Install 1-Inch Diameter Type K Copper Water Service Lateral - Thompson Street (to be provided by Owner)	300	LF	\$ 28.00	\$ 8,400.00	300	\$ 8,400.00	0	\$ -	0	\$ -	\$ -
11B	Install 1-Inch Diameter Type K Copper Water Service Lateral - Division Street East (to be provided by Owner)	230	LF	\$ 28.00	\$ 6,440.00	230	\$ 6,440.00	0	\$ -	0	\$ -	\$ -
12A	Remove Existing Fire Hydrant - Thompson Street	2	EA	\$ 1,700.00	\$ 3,400.00	2	\$ 3,400.00	0	\$ -	0	\$ -	\$ -
12B	Remove Existing Fire Hydrant - Division Street East	3	EA	\$ 1,700.00	\$ 5,100.00	3	\$ 5,100.00	0	\$ -	0	\$ -	\$ -
13	Remove Existing Gate Valve Box - Thompson Street	2	EA	\$ 700.00	\$ 1,400.00	2	\$ 1,400.00	0	\$ -	0	\$ -	\$ -
14A	Remove Existing Curb Stop Box Assembly - Thompson Street	16	EA	\$ 200.00	\$ 3,200.00	16	\$ 3,200.00	0	\$ -	0	\$ -	\$ -
14B	Remove Existing Curb Stop Box Assembly - Division Street East	7	EA	\$ 200.00	\$ 1,400.00	8	\$ 1,600.00	0	\$ -	1	\$ 200.00	\$ 200.00
15	Install Connection No. 1 - Thompson Street	1	EA	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	0	\$ -	\$ -
16	Install Connection No. 2 - Thompson Street	1	EA	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	0	\$ -	\$ -
17	Install Connection No. 3 - Division Street East	1	EA	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	0	\$ -	\$ -
18	Install Connection No. 4 - Division Street East	1	EA	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	0	\$ -	\$ -
19	Install Connection No. 5 - Division Street East	1	EA	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -	0	\$ -	\$ -
20A	Pressure Testing - Thompson Street	1013	LF	\$ 2.00	\$ 2,026.00	1025	\$ 2,050.00	0	\$ -	12	\$ 24.00	\$ 24.00
20B	Pressure Testing - Division Street East	1502	LF	\$ 2.00	\$ 3,004.00	1516	\$ 3,032.00	0	\$ -	14	\$ 28.00	\$ 28.00
21A	Asphalt Replacement (Binder) - Thompson Street	300	TON	\$ 160.00	\$ 48,000.00	300	\$ 48,000.00	0	\$ -	0	\$ -	\$ -
21B	Asphalt Replacement (Binder) - Division Street East	400	TON	\$ 160.00	\$ 64,000.00	400	\$ 64,000.00	0	\$ -	0	\$ -	\$ -
22A	Asphalt Replacement (Top) - Thompson Street	150	TON	\$ 190.00	\$ 28,500.00	150	\$ 28,500.00	0	\$ -	0	\$ -	\$ -
22B	Asphalt Replacement (Top) - Division Street East	200	TON	\$ 190.00	\$ 38,000.00	200	\$ 38,000.00	0	\$ -	0	\$ -	\$ -
23A	Field Allowance - Thompson Street	1	LS	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	-1	\$ (10,000.00)	\$ (10,000.00)
23B	Field Allowance - Division Street East	1	LS	\$ 10,000.00	\$ 10,000.00	0	\$ -	0	\$ -	-1	\$ (10,000.00)	\$ (10,000.00)
24A	Record Drawings - Thompson Street	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	\$ -
24B	Record Drawings - Division Street East	1	LS	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	1	\$ 2,000.00	0	\$ -	\$ -
25A	Furnish and Install 4-Inch SDR-35 Gravity Sewer Lateral Piping - Thompson Street	100	LF	\$ 30.00	\$ 3,000.00	0	\$ -	0	\$ -	-100	\$ (3,000.00)	\$ (3,000.00)
25B	Furnish and Install 4-Inch SDR-35 Gravity Sewer Lateral Piping - Division Street East	100	LF	\$ 30.00	\$ 3,000.00	0	\$ -	0	\$ -	-100	\$ (3,000.00)	\$ (3,000.00)
CO1	Change Order No. 1 - Valve Credit	1	LS	\$ (5,885.00)	\$ (5,885.00)	1	\$ (5,885.00)	0	\$ -	0	\$ -	\$ -
CO2	Change Order No. 2	0	LS	\$ 30,223.89	\$ -	1	\$ 30,223.89	1	\$ 30,223.89	1	\$ 30,223.89	\$ 30,223.89
				TOTAL BASE BID	\$ 908,985.00		\$ 919,428.89					\$ 10,523.89



Edge Civil Corporation
2723A County Route 26
Parish, NY 13131
Phone (315) 420-6551 Fax (315) 303-1615

Submitted To:
City of Watertown

Project: Thompson & Division Water Project

Change Request

DATE 11-Sep-23
Change Order # CO #02
Project #

Due By
Prepared by: Ed Banach

Contact Name

Work Performed	AMOUNT
04/13/2023 - Repaid Leaky Service	\$ 1,414.74
04/19/2023 - unforeseen condition crossed 48" storm/sewer insulated and cased 10" line	\$ 10,325.77
05/18/2023 - 4" five supressing line & sewer repair	\$ 16,358.32
05/22/2023 - cut & cap after main break (sheered at bell)	\$ 2,125.06
Total Change	\$ 30,223.89

Any Questions Please Call Ed Banach 315 420 6551

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

4-13-23

Contract: Division 1 Item No.: Quantity: Units:

Item Description: Repaired leaky sewer

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	3					
Pipe layer	3					

Wages

Fringes

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

\$ 0.00

Worker's Compensation Rate (%):

0.00 %

Total of Wages and Fringes:

Workers Compensation: \$ 0.00

Standard Labor Markup: \$ 0.00

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 0.00

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Crusher Run 12									
3/4 Comp 2									
Fittings									
30' 3/4 Pipe 30'									

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Excavation	3						
Tamper	1 1/2						
Road SAW	3/4						

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 0.00	\$ 0.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 0.00

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: \$ 0.00

Item Total: \$ 0.00

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

Signature

Date

McCrone R. McCrone 4/19/23

NEW YORK STATE DEPARTMENT OF TRANSPORTATION **Agreed Price Worksheet - Prime Contractor**

Contract: Divisio Item No.: Quantity: Units:

Item Description : Repaired leaky service 04/13/2023

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	3.00	\$ 51.30	\$ 153.90	3.00	\$ 31.35	\$ 94.05
Laborer	3.00	\$ 31.27	\$ 93.81	3.00	\$ 28.05	\$ 84.15

Wages \$ 247.71 Fringes \$ 178.20

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

\$ 0.00

Worker's Compensation Rate (%):

7.62 %

Total of Wages and Fringes: \$ 425.91

Workers Compensation: \$ 18.88

Standard Labor Markup: \$ 30.96

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 475.75

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Crusher Run	cy	12.00	\$18.50	\$222.00					
3/4 Compres Fittin	ea	2.00	\$36.00	\$72.00					
30' 3/4 Pex	ft	30.00	\$1.00	\$30.00					

Materials Total: \$324.00

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Excavator	3.00	\$60.00	\$180.00				
Tamper	1.50	\$25.00	\$37.50				
Road Saw	0.75	\$70.00	\$52.50				

Equipment Total: \$ 270.00

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 1,069.75	\$ 160.46
Services:		\$ 0.00

Overhead & Profit Total: \$ 160.46

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if
based on sales

15.00 %

Sales Based Cost Basis

\$ 1,230.21

Insurance Total: \$ 184.53

Item Total: \$ 1,414.74

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

Signature

Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

4-19-23

Contract: Starbucks Tie In Item No.: Tie In Quantity: 1 Units: 1
Item Description: Unforeseen condition crossed 48" storm/sewer insulated + cased

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator (3)	15					
Laborer (2)	10					
Foreman	5					

10" Line

Wages

Fringes

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

\$ 0.00

Worker's Compensation Rate (%):

0.00 %

Total of Wages and Fringes:

Workers Compensation: \$ 0.00

Standard Labor Markup: \$ 0.00

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 0.00

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
10" 45° Elbow	4			278.	Concrete	CY	6		
w/ Mega lugs	8			105	Polystyrene 4x8	skt	6		
10" Solid sleeve	1								
w/ MEGA-LUG	2								

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Excavator (2)	10						
Loader	5						
10-Wheeler	5						
w/ Driver							

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 0.00	\$ 0.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 0.00

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

Enter rate here if based on sales

Sales Based Cost Basis

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

Insurance Total: \$ 0.00

Item Total: \$ 0.00

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-In-Charge's Name

Signature

Date

4/24/23

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: Divisio Item No.: Quantity: Units:
 Item Description: unforeseen condition crossed 48" storm/sewer insulated and cased 10" Line 04/19/2023

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	5.00	\$ 51.30	\$ 256.50	5.00	\$ 31.35	\$ 156.75
Operator	5.00	\$ 51.30	\$ 256.50	5.00	\$ 31.35	\$ 156.75
Operator	5.00	\$ 51.30	\$ 256.50	5.00	\$ 31.35	\$ 156.75
Laborer	5.00	\$ 31.27	\$ 156.35	5.00	\$ 28.05	\$ 140.25
Laborer	5.00	\$ 31.27	\$ 156.35	5.00	\$ 28.05	\$ 140.25
Forman	5.00	\$ 34.77	\$ 173.85	5.00	\$ 28.05	\$ 140.25

Wages **\$ 1,256.05**

Fringes **\$ 891.00**

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

\$ 0.00

Worker's Compensation Rate (%):

7.62 %

Total of Wages and Fringes:

\$ 2,147.05

Workers Compensation:

\$ 95.71

Standard Labor Markup:

\$ 157.01

Fringe Benefit Markup:

\$ 0.00

Labor Total:

\$ 2,399.77

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
10" 45° Elbow	4	4.00	\$278.00	\$1,112.00	Concrete	CY	6.00	\$200.00	\$1,200.00
w/Mega Lugs	8	8.00	\$105.00	\$840.00	Polystyrene 4x8	Shee	6.00	\$65.00	\$390.00
10" Solid Sleeve	1	1.00	\$331.00	\$331.00					
w/Mega Lugs	2	2.00	\$105.00	\$210.00					

Materials Total:

\$4,083.00

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Excavator	5.00	\$60.00	\$300.00				
Excavator	5.00	\$60.00	\$300.00				
10 Wheeler / driver	5.00	\$145.00	\$725.00				

Equipment Total:

\$ 1,325.00

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total :	\$ 7,807.77	15.00
Services:		\$ 0.00

Overhead & Profit Total:

\$ 1,171.17

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

15.00 %

\$ 8,978.93

Insurance Total:

\$ 1,346.84

Item Total: \$ 10,325.77

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

Signature

Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

5-18-23

Agreed Price Worksheet - Prime Contractor

Contract: Thompson Item No.: 51 Quantity: 1 Units: 1Item Description: 4" Fire Suppression line + Sewer repair

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operators	20					
Laborer	10					
Foreman	10					

Wages

Fringes

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

\$ 0.00

Worker's Compensation Rate (%):

0.00 %

Total of Wages and Fringes:

Workers Compensation: \$ 0.00

Standard Labor Markup: \$ 0.00

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 0.00

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Type 2 Pol	Cy	60	18.50						
Bedding stone	cy	9							
4" valves	each	2							
20' 4" Ductile									

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Utility truck	10	\$30					
TAMPER	10	\$25					
Excavator (2)	20						
10 wheel w/ driver	20						
Loader	10						

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

OH & Profit %

Cost

Labor, Materials, & Equipment Total: \$ 0.00

Services: \$ 0.00

Overhead & Profit Total: \$ 0.00

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: \$ 0.00

Item Total: \$ 0.00

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-In-Charge's Name

Signature

Date

5/30/23

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: Divisio Item No.: Quantity: Units:

Item Description: 4" fire suppression line & sewer repair 05/18/2023

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	10.00	\$ 51.30	\$ 513.00	10.00	\$ 31.35	\$ 313.50
Operator	10.00	\$ 51.30	\$ 513.00	10.00	\$ 31.35	\$ 313.50
Laborer	10.00	\$ 31.27	\$ 312.70	10.00	\$ 28.05	\$ 280.50
Forman	10.00	\$ 34.77	\$ 347.70	10.00	\$ 28.05	\$ 280.50

Wages \$ 1,686.40

Fringes \$ 1,188.00

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

\$ 0.00

Worker's Compensation Rate (%):

7.62 %

Total of Wages and Fringes: \$ 2,874.40

Workers Compensation: \$ 128.50

Standard Labor Markup: \$ 210.80

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 3,213.70

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost
Type 2 Rock	tn	60.00	\$18.50	\$1,110.00					
Bedding Stone	cy	9.00	\$25.70	\$231.30					
4" Valves	ea	2.00	\$867.42	\$1,734.84					
20' 4" Ductile	LF	20.00	\$41.47	\$829.40					

Materials Total: \$3,905.54

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost
Utility Truck	10.00	\$30.00	\$300.00	10 Wheeler w/ Driver	20.00	\$145.00	\$2,900.00
Tamper	10.00	\$25.00	\$250.00	Loader	10.00	\$60.00	\$600.00
Excavator	10.00	\$60.00	\$600.00				
Excavator	10.00	\$60.00	\$600.00				

Equipment Total: \$ 5,250.00

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT		OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 12,369.24	15.00	\$ 1,855.39
Services:			\$ 0.00

Overhead & Profit Total: \$ 1,855.39

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

Enter rate here if based on sales

Sales Based Cost Basis

\$ 0.00

15.00 %

\$ 14,224.63

Insurance Total: \$ 2,133.69

Item Total: \$ 16,358.32

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

Signature

Date

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

5-22-23

Agreed Price Worksheet - Prime Contractor

Contract: T. Dickson

Item No.:

Quantity:

Units:

Item Description:

cut a cap after main Break (shared at Bell)

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	10					
Laborer	5					
Foreman	3					

Wages

Fringes

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

\$ 0.00

Worker's Compensation Rate (%):

0.00 %

Total of Wages and Fringes:

Workers Compensation: \$ 0.00

Standard Labor Markup: \$ 0.00

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 0.00

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 0.00	\$ 0.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 0.00

(F) INSURANCE

Enter rate here if
based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if
based on sales

Sales Based Cost Basis

\$ 0.00

Insurance Total: \$ 0.00

Item Total: \$ 0.00

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-In-Charge's Name

Signature

Date

5/30/23

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Agreed Price Worksheet - Prime Contractor

Contract: Divisio Item No.: Quantity: Units:

Item Description: cut and cap after main break (sheered at Bell)

05/22/2023

(A) LABOR

Trade	Reg Hours	Wage Rate	Cost	Fringe Hours	Fringe Rate	Cost
Operator	5.00	\$ 51.30	\$ 256.50	5.00	\$ 31.35	\$ 156.75
Operator	5.00	\$ 51.30	\$ 256.50	5.00	\$ 31.35	\$ 156.75
Laborer	5.00	\$ 31.27	\$ 156.35	5.00	\$ 28.05	\$ 140.25
Forman	5.00	\$ 34.77	\$ 173.85	5.00	\$ 28.05	\$ 140.25

Wages \$ 843.20

Fringes \$ 594.00

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

\$ 0.00

Worker's Compensation Rate (%):

7.62 %

Total of Wages and Fringes: \$ 1,437.20

Workers Compensation: \$ 64.25

Standard Labor Markup: \$ 105.40

Fringe Benefit Markup: \$ 0.00

Labor Total: \$ 1,606.85

(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.)

(B) MATERIALS

Description	Units	# of Units	Cost/Unit	Cost	Description	Units	# of Units	Cost/Unit	Cost

Materials Total:

(C) EQUIPMENT

Description	Hours	FHWA Rate	Cost	Description	Hours	FHWA Rate	Cost

Equipment Total:

(D) SERVICES

Description / Type	# of Units	Cost / Unit	Cost	Description / Type	# of Units	Cost / Unit	Cost

Services Total:

(E) OVERHEAD & PROFIT

	OH & Profit %	Cost
Labor, Materials, & Equipment Total:	\$ 1,606.85	15.00
Services:		\$ 0.00

Overhead & Profit Total: \$ 241.03

(F) INSURANCE

Enter rate here if based on payroll

Payroll Based Cost Basis

\$ 0.00

Enter rate here if based on sales

15.00 %

Sales Based Cost Basis

\$ 1,847.88

Insurance Total: \$ 277.18

Item Total: \$ 2,125.06

Unit Price: \$ 0.00 per

Contractor's Rep Name

Signature

Date

Engineer-in-Charge's Name

Signature

Date

Res No. 7

October 10, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Agreement Between the New York State Unified Court System and the City of Watertown for Court Cleaning and Minor Repairs

Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs to the facilities.

As the landlord for the State's City Court facilities, the City of Watertown has been asked to enter into an Agreement to provide the aforementioned services. The term of the Agreement is effective April 1, 2023 for a maximum of five (5) years through March 31, 2028, unless terminated earlier or extended pursuant to its terms. The initial period of this contract is April 1, 2023 through March 31, 2024.

The proposed budget for services rendered under the terms of the contract period from April 1, 2023 through March 31, 2024 is \$36,921. A detailed copy of the budget request is attached as Appendix B of the agreement.

A resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Agreement Between the
New York State Unified Court System
and the City of Watertown for Court
Cleaning and Minor Repairs

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 is required by law to furnish and maintain adequate court facilities for use by Trial Courts of the State of New York, and

WHEREAS Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of court facilities and performance of minor repairs therein, and with the ability to cover the cost thereof, and

WHEREAS Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor emergency repairs thereof, and

WHEREAS the City of Watertown is responsible for furnishing and maintaining the City Court facility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Agreement between the New York State Unified Court System and the City of Watertown, 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 and the budget incorporated as Appendix B on behalf of the City of Watertown.

Seconded by _____



STATE OF NEW YORK
UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT

DISTRICT ADMINISTRATIVE OFFICE
600 S. STATE STREET, 3RD FLOOR
SYRACUSE, NEW YORK 13202
(315) 671-2111
FAX: (315) 671-1175

JOSEPH A. ZAYAS
Chief Administrative Judge

NORMAN ST. GEORGE
First Deputy Chief Administrative Judge

JAMES P. MURPHY
Deputy Chief Administrative Judge
Courts Outside New York City

DEBORAH H. KARALUNAS
Justice of Supreme Court
Fifth Judicial District
Administrative Judge

DONALD C. DOERR, ESQ.
District Executive

JOELLE M. DOUGHERTY
Deputy District Executive

September 21, 2023

Kenneth A. Mix, City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: Five-Year Agreement (2023-2028) between the Unified Court System (UCS) and City of Watertown for Court Cleaning and Minor Repairs (C300534)

Dear City Manager Mix:

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and City of Watertown, for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2023.

The proposed budget for services to be rendered pursuant to the first year (2023-24) of said contract shall be \$36,921, as detailed in Appendix B of the Agreement. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2023-2024 period shall be 100% of that amount.

Please submit **two** sets of the signed original Agreement and related documents to the attention of Dale Morrow, at the above address. Each set must include a signed Agreement, a fully completed, signed and notarized Acknowledgment form, an Appendix A and a signed Appendix B (proposed budget for year one). Thank you.

Sincerely,

Donald C. Doerr, Esq.
District Executive



**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
CITY OF WATERTOWN**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Watertown
Watertown City Hall
245 Washington St., Suite 203
Watertown, NY 13601

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the Watertown Municipal Building ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023**, for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

II. **EXTENSION AND TERMINATION**

- A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.
- B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. **INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. **MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. **AUDITING OF BOOKS**

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. **NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Donald C. Doerr, District Executive
Unified Court System

Fifth District Administrative Office
600 S. State Street, Suite 300
Syracuse, NY 13202

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. **MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300534

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
City of Watertown

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name: Kenneth A. Mix
Title: City Manager, Watertown City

Dated: _____

Maureen McAlary, Director
Division of Financial Management

Dated: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF JEFFERSON)

On this ____ day of _____ 2023, before me personally came _____
to me known, who, being by me duly sworn, did depose and say that she/he resides in
_____, that she/he is the
_____, of the municipality described in and which executed the above
instrument; and that she/he is duly authorized by the governing body of said municipality to sign
her/his name thereto.

NOTARY PUBLIC

**New York State Unified Court System
Appendix A
Standard Clauses for all Contracts**

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective, or binding upon the State until it has been approved by the State Comptroller and filed in the Comptroller's office. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, or when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to

payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR §105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason, including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General, and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing, and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) IDENTIFICATION NUMBER(S).

Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number; (ii) the payee's Federal social security number; and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax

liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.
16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
18. **PROCUREMENT LOBBYING.** To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.
19. **COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) and commencing March 21, 2020, shall also comply with General Business Law § 899-bb.
20. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form**

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: 4/1/2023 - 3/31/2024

Name of County or City: City of Watertown

List Court Buildings:		Total		Court Spaces to be Cleaned and Repaired Pursuant to this Budget	
Name and Address of Each Court Building (Including County Clerk Space)		Owned or Leased	Building Net Usable Square Feet	Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
Municipal Building		Owned	30,072	7,663	25%
245 Washington Street					
Watertown, NY 13601					
Combined			30,072	7,663	25%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1						
2						
3						
4						
5						
6						
1(a) Subtotal:						\$0

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7	1	Municipal Bldg	\$68,683	\$20,352	\$89,035	25%	\$22,259
8							
9							
10							
11							
12							
1(b) Subtotal:							\$22,259

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	Cleaning Supplies	Municipal Bldg	1	\$5,250	25%	\$1,313
14						
15						
16						
17						
18						
1(c) Subtotal:						\$1,313

1(d) - Total Cleaning Costs (1a+1b+1c): **\$23,571**

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	City Dept. Public Works	Municipal Bldg	1	\$3,470	25%	\$868
20						
21						
22						
23						
2(a) Total:						\$868

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
24						
25						
26						
27						
28						
2(b) Total:						\$0

2(c) - Total Trash Removal & Disposal (2a+2b):

2(c)

\$868

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29						
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters	Municipal Bldg	1	\$1,000	25%	\$250
42						
43						
44						
45						
46						
3(c) Subtotal:						\$250

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) **\$250**

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: 4

\$24,689

- 5 Proposed "Tenant" Work Use the following codes:
- a - Flooring and Carpeting
 - b - Painting
 - c - Interior Cellings
 - d - Bathrooms
 - e - Fixtures
 - f - Minor Renovation
 - g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47									
48									
49									
50									
51									
52									
53									
54									
55									
56									
57									
								Total (5):	\$0

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$24,689**

7 **Building and Property Maintenance:**

7(a) Service Contracts

Use Codes A-G:

a - Pest Control
b - Elevators
c - HVAC
d - Telephone Wiring

e - Security & Alarm Systems
f - Property Maintenance
g - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	b	Elevatitt	Elevator maintenance	Municipal Building	\$10,000	25%	\$2,500
59	c	Hyde Stone	Mech/HVAC maint.	Municipal Building	\$3,125	25%	\$781
60	e	Doyle Security Systems	Alarm system	Municipal Building	\$350	25%	\$88
61	c	Selmens	Boller maintenance	Municipal Building	\$10,250	25%	\$2,563
62	f	Kraft Power	Generator maintenance	Municipal Building	\$750	25%	\$188
63	f	Avaya	Telephone maintenance	Municipal Building	\$16,934	25%	\$4,234
64	f	City Public Works	Snow maintenance	Municipal Building	\$12,000	25%	\$3,000
65							
66							
67							
68							
7(a) Subtotal:							\$13,352

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69	1	Municipal Building	\$54,478	\$13,200	\$67,678	25%	\$16,920
70							
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$16,920

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Bldg & grounds equip, repairs	Municipal Bldg	1	\$46,500	25%	\$11,625
78						
79						
80						
81						
7(c) Subtotal:						\$11,625

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c) 7(d): **\$41,897**

8 Total - Building and Property Maintenance Costs: 8 **\$41,897**

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%) 9 **\$10,474**


10 Total Proposed Direct Costs (Item 6 + Item 9): 10 **\$35,163**

11 Overhead Costs (Item 10 x .05): 11 **\$1,758**

12 Total Proposed Contract Amount (Item 10 + Item 11): 12 **\$36,921**

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name: Kenneth A. Mix
 Title: City Manager
 Signature: 

County or City:
 Address:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Res. No. 8

October 16, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Directing Staff to Conduct Request for Proposal Process for an Analysis of Current and Prospective Hydropower Resources

The attached resolution was prepared at the request of Council Member Olney.

The attached resolution directs staff to draft an RFP and to begin the process for hiring a consultant to analyze hydroelectric opportunities and capacity for the city. The RFP would seek qualifications of individuals and firms who are interested in providing an analysis of ways to increase hydro power generation capacity for the City of Watertown.

If approved by the City Council, Staff will complete the RFP, issue it to prospective firms, evaluate responses and make a recommendation to the City Council for consideration.

RESOLUTION

Page 1 of 1

Directing Staff to Conduct Request for
Proposal Process for an Analysis of Current
and Prospective Hydropower Resources

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 Council of the City of Watertown desires to seek the services of a consultant to assist the City with evaluating opportunities to increase hydro power generation for the City of Watertown, and

WHEREAS the City Council wishes to evaluate various consulting firms through a Request for Proposal process,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby directs the City Manager to draft a Request for Proposal (RFP) for an analysis of current and potential hydropower resources, and

BE IT FURTHER RESOLVED that the City Manager is directed to issue the RFP to prospective consulting firms, evaluate responses and make a recommendation to the City Council for consideration.

Seconded by _____

Res No. 9

October 12, 2023

To: Members of City Council

From: Jeffrey M. Smith, Mayor

Subject: Retaining the Professional Services of John C. Krol to Assist in the
Recruitment of Viable Candidates for the Position of Watertown
City Manager

The attached Resolution is presented for City Council consideration in our
search for a City Manager.

RESOLUTION

Page 1 of 1

Retaining the Professional Services of
John C. Krol to Assist in the Recruitment of
Viable Candidates for the Position of
Watertown City Manager

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 Council of the City of Watertown is the appointing authority for the position of City Manager and desires to expeditiously commence a search for a person to serve as City Manager on a full-time basis pursuant to contract, and

WHEREAS the City Council of the City of Watertown desires to retain the professional services of a person qualified to assist the City Council in its recruitment efforts,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the City shall retain the services of John C. Krol of Waddington, New York, to facilitate the recruitment of City Manager candidates, all in accordance with the Proposal to Facilitate the Recruitment of a City Manager attached to, and made a part of, this Resolution, and

BE IT FURTHER RESOLVED that the Mayor shall, on behalf of the City, direct Mr. Krol to commence his recruiting efforts as soon as practicable.

Seconded by _____

Proposal to Facilitate the Recruitment of a City Manager for the City of Watertown

John C. Krol hereby proposes to assist the Watertown City Council with its recruitment of a City Manager by providing the following professional services.

1. Krol will assist the City Council by drafting City Manager recruitment announcements for display in professional public management recruitment publications and websites as well as for local newspaper publication and local news websites. Said draft announcements will be compiled only after consultation with each City Councilor relative to the background and primary professional experience being sought in the preferred candidate. Such consultation will involve meeting with Council, as a body, to review with Council collectively what was identified by Council members individually to ensure a consensus on the professional experience and credentials sought is reached. Krol will also seek a Council consensus to identify the priority issues that a new City Manager will be tasked to address. Draft announcements will be presented to Council for approval no later than 21 days after the execution of a professional services agreement between John C. Krol and the City of Watertown. At that time, a list of recommended publication sites, quoted publication costs, and publication dates will also be presented to Council for approval. Publication would be anticipated to occur within the week of November 16, given a timely contract execution and Council approval of advertisement copy. As applicants would be provided a minimum of 30 days to submit their resume and cover letter, the deadline for the receipt of applications should be no later than November 27.
2. During October and November, Krol will utilize his contacts and relationships with municipal administrators within New York State and Vermont to seek out and encourage qualified applicants to consider the professional opportunity being offered by the City of Watertown. A confidential verbal report on such networking efforts will be provided to the City Council, if requested.
3. If directed by Council, Krol would serve as an information contact for applicants and potential applicants who are seeking additional information on the professional opportunity in Watertown, the recruitment process, and/or the community in general.
4. Krol will provide a Post Office box for the receipt of applications, and will keep all applicant names confidential, providing them (along with copies of all applications received) only to the City Council in executive session. Krol will provide the Council with a spreadsheet that summarizes each of the applicants' key education and experience elements, for ease of comparison. Given an orderly progression of actions, the City Council should be able to evaluate the full universe of applicants' resumes, no later than December 4. At that time, the Council would be able to identify the candidates that it chooses to interview.
5. Krol will perform a thorough evaluation to confirm the accuracy of the stated education and experience on finalists' resumes.

6. Krol would provide the Council with an initial list of potential interview questions, if requested. The Council could conduct its initial interviews in the first half of December. Formal interviews with finalists could be conducted by the end of December. If requested, Krol would assist in the logistics of setting up interview dates, lodging arrangements for finalists etc
7. Krol will support the Council's evaluation of its primary candidate(s) by researching that candidate's history and experience with previous municipal employers through news accounts and discussions with individuals that don't necessarily appear as resume references. Krol will review finalists' activity on their identified publicly accessible social media accounts. The City should conduct a police background check and credit report on its finalists prior to the identification of the preferred candidate.
8. Krol will notify all unsuccessful candidates of their status in a timely manner.
9. If requested, Krol will be available to assist the City Council in negotiating the details of a salary and benefits package with its preferred candidate.

Any modifications to the timeline herein shall be agreed upon by the Mayor of the City of Watertown and Krol and the Mayor shall notify the City Council of any changes herein.

Expenses related to the recruitment of the City Manager for printing, advertising, and compilation will be identified to Council in advance of their encumbrance, and will be encumbered by the City of Watertown, unless otherwise agreed to by both parties.

The City Council should consider if it will agree to reimburse the travel expenses of a non-local finalist for his/her interview.

For performance of the above noted services, the City of Watertown agrees to pay a fixed fee of \$12,000.00 payable as follows:

- a. 10% (or \$1200.00) upon the signing of a professional services agreement for the above services;
- b. 40% (or \$4800.00) upon Krol's submission of all resumes received by the deadline date to the City Council, along with a summary spreadsheet of the applicants' primary education and experience qualifications;
- c. 50% (or \$6000.00) at the time that the City's offer of employment is accepted by that candidate.

If the City Council requires that the position offering be re-advertised and/or re-initiates the recruitment process, Krol will continue to facilitate said recruitment for an additional fixed fee of \$3600.00, payable at the time that said recruitment is re-initiated.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of October, 2023 by and between John C. Krol, 41 St. Lawrence Avenue, Waddington, New York 13694 (“Krol”) and the City of Watertown, New York, a municipal corporation with principal offices located at 245 Washington Street, New York, 13601 (the “City”).

WITNESSETH

WHEREAS the City has a need for assistance in the solicitation, review, and selection of qualified candidates for the position of Watertown City Manager, and

WHEREAS it is the City Council’s responsibility to hire a City Manager and the Council desires professional assistance in the selection process, and

WHEREAS recruiting and candidate review services are professional services within the meaning of the New York General Municipal Law, and

WHEREAS Krol has the professional background and training to qualify him to perform those professional services and has offered to perform recruiting or candidate review services for the City in connection with its search for a City Manager,

Now therefore the parties agree as follows:

AGREEMENT

1. Scope of Services

The scope of services to be performed by Krol for the City is attached and made part of this Agreement as Exhibit “A.”

2. Fees for Services

For performance of the services identified in Exhibit “A,” the City agrees to pay Krol a fixed fee of \$12,000 payable as follows:

- a. 10% (or \$1,200) upon the signing of a Professional Services Agreement for the above services, and
- b. 30% (or \$3,600) upon Krol’s submission of all resumes received by the deadline date of November 27, 2023, to the City Council, along with a summary spreadsheet of the applicants’ primary education and experience qualifications, and
- c. 60% (or \$7,200) at the time that the City’s offer of employment is accepted by that candidate.

If for any reason the City Council requires that the position offering by re-advertised and/or re-initiates the recruitment process, Krol shall continue to facilitate said recruitment for an additional fixed fee of \$3,600, payable at the time that said recruitment is re-initiated.

3. Reimbursable Expenses

The City will reimburse Krol for expenses directly attributable to performing the professional services required by this Agreement upon presentation of paid invoices or billings.

4. No Other Fees

Krol acknowledges that he shall seek no fee, of any kind whatsoever, from any potential candidate for the position of City Manager.

5. Term of Agreement

This Agreement shall commence on signing of this Agreement and shall continue until the City's offer of employment to a City Manager candidate is accepted, in writing, or sooner if earlier terminated by either party upon thirty (30) days' notice. If the City terminates Krol's services for any reason whatsoever, Krol shall be entitled to reimbursement of all expenses to the effective date of termination, together with a fee at the hourly rate of \$100 calculated from the time of this Agreement to the effective date of termination, in an amount not to exceed \$6,000.

6. Entire Agreement

This Agreement represents the entire Agreement of the parties, and the parties acknowledge that there are no other agreements, verbal or otherwise, which form a part of the parties' Agreement.

WHEREFORE the parties have entered into this Agreement this ____ day of October 2023.

John C. Krol

City of Watertown
By: Jeffrey M. Smith, Mayor

Res No. 10

October 16, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the 2023-2026 Tentative Agreement Between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249

Negotiations have concluded between the City of Watertown and the City's Electrical Union for a successor contract to that which expired on June 30, 2023. A tentative agreement has now been achieved through the mediation process through June 30, 2026.

The principal terms contained within this agreement are listed below:

- Term: July 1, 2023 – June 30, 2026.
- Wage Increase with retroactive payments:
 - July 1, 2023: 3.75% (Line Crew Chief only)
 - July 1, 2024: 3.75%
 - July 1, 2025: 3.75%
- The Lineworker II position will be upgraded to Lineworker I.
- Health insurance contributions will increase by \$30 per month per year.
- Boot allowance increase to \$350 per year.
- Annual annuity payment of \$50.

A resolution approving the terms of the tentative agreement has been prepared for City Council's consideration.

RESOLUTION

Page 1 of 1

Approving the 2023-2026 Tentative Agreement
Between the City of Watertown and the
International Brotherhood of Electrical Workers,
Local 1249

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 2019-2023 Employment Contract between the City of Watertown and the International Brotherhood of Electrical Worker, Local 1249 expired on June 30, 2023, and

WHEREAS the parties have agreed to a Tentative Agreement which will cover the period of July 1, 2023 thru June 30, 2026,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Tentative Agreement between the City of Watertown and the International Brotherhood of Electrical Workers, Local 1249 the terms of which will be incorporated into the Collective Bargaining Agreement and a copy of which is attached and made a part of this resolution.

Seconded by

IBEW 1249 and CITY OF WATERTOWN
TENTATIVE AGREEMENT

OCTOBER 11, 2023

This "Tentative Agreement" is made and entered into between IBEW 1249 and the City of Watertown.

WHEREAS, the City and IBEW 1249 have met and negotiated and have agreed upon the following terms:

1. Term: *July 1, 2023* through *June 30, 2026*;
2. Article 39, Section 1:
 - a. Line worker I wage increase effective July 1, 2024 - 3.75%; effective July 1, 2025- 3.75%;
 - b. Line Crew Chief wage increase effective July 1, 2023- 3.75%; effective July 1, 2024- 3.75%; effective July 1, 2025 3.75%;
 - c. Effective July 1, 2023 the Line Worker II position will be reclassified and removed from the Contract and replaced with Line worker I;
3. Article 32, Section 1:
 - a. Replace "October 19, 1993" with "the effective date of the ratification of the TA";
4. Effective every July 1, \$50 will be contributed on behalf of the members to the IBEW 910 Annuity Fund;
5. Article 20, Section 2 shall provide: "The City shall reimburse employees for the cost of a pair of Lineman's boots, up to \$350 per year. The boots must include a safety toe and an electrical hazard rating, and employees must provide a receipt showing the cost, safety toe and electrical hazard rating to receive the reimbursement."
6. Article 38, Section 2: effective July 1, 2023, health insurance premiums shall be increased to \$1,425; effective July 1, 2024, health insurance premiums shall be increased to \$1,455; effective July 1, 2025, health insurance premiums shall be increased to \$1,485; and

7. All other provisions remain unchanged.

For the City:

KSJ

For the Union:

Timothy J. Daily
10-12-23

Tabled Resolution

October 11, 2023

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Authorizing Fund Raising Through the Northern New York Community Foundation for the Construction of a Dog Park

The attached resolution was tabled on September 18, 2023, It was removed from the table and tabled again at the October 2, 2023 meeting. It was prepared at the request of Council Member Olney. Rande Richardson of the Northern New York Community Foundation has reviewed the resolution and is satisfied with it.

A desire to place a time limit on fund raising was voiced. If the Council wishes to do that, I suggest the resolution be amended by adding the following language as the seventh paragraph: “BE IT FURTHER RESOLVED that if enough funds to completely pay for the construction of the dog park are not raised within one year from the date of this resolution, then the money will be used for the alternative of making dog friendly improvements to city parks, and”.

Scott Gates has informed us that he is not in favor of building the dog park in the location identified in the resolution. There was also concern about funds going into Mr. Gates’ other fund at the Community Foundation. I understand that Mr. Richardson has the same concern.

RESOLUTION

Page 1 of 1

Authorizing Fund Raising Through the Northern
New York Community Foundation for the
Construction of a Dog Park

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 Council Member Lisa A. Ruggiero

WHEREAS Scott "S.G." Gates has offered to raise funds for construction of a dog park,
and

WHEREAS the Northern New York Community Foundation was previously designated
to serve as a vehicle through which individuals, organizations, and businesses can make
charitable contributions in support of City programs, projects and initiatives, and

WHEREAS the City Council of the City of Watertown believes that it is in the best
interest of the citizens of the City to authorize fund raising for the construction of a dog park, and

WHEREAS the recently completed Thompson Park Master Plan identified a suitable area
for a dog park within Thompson Park, and

WHEREAS in the event that adequate funds are not raised, such charitable contributions
will be used by the city for dog friendly improvements to city parks,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown
authorizes fund raising through the Northern New York Community Foundation for the purpose
of providing resources to construct a dog park in Thompson Park in the location identified in the
Master Plan, and

BE IT FURTHER RESOLVED that the City of Watertown is willing to accept the
donated funds from the Northern New York Community Foundation for said purpose.

Seconded by Council Member Sarah V.C. Pierce