

CITY OF WATERTOWN, NEW YORK

AGENDA

Tuesday, January 16, 2024

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Tuesday, January 16, 2024, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PROCLAMATION

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

7:15 p.m.	Public Hearing for City of Watertown 2021 Community Development Block Grant Annual Action Plan Amendment
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RESOLUTIONS

Resolution No. 1 -	Accepting Bid for Ohio Street Water Main Replacement Project – Edge Civil Corporation
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Resolution No. 2 -	Accepting Bid for Winslow Street Water Main Replacement Project – Edge Civil Corporation
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Resolution No. 3 -	Approving The Professional Service Agreement for the Ohio Street Water Main Replacement Project, Aubertine and Currier
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Resolution No. 4 -	Approving The Professional Service Agreement for the Winslow Street Water Main Replacement Project, Aubertine and Currier
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Resolution No. 5 -	Approving Change Order No. 2 for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, JL Excavation
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Resolution No. 6 -	Approving Change Order No. 1 for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, Aubertine and Currier
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Resolution No. 7 -	Authorizing Intermunicipal Agreement, Jefferson County Stormwater Coalition
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- Resolution No. 8 - Approving Change Order No. 1 for the Remaining Design and Construction Services for City Court and Other City Hall Renovations, GYMO Engineering
- Resolution No. 9 - Accepting Bid for Contracted Hauling Services – Nickles Hauling, LLC
- Resolution No. 10 - Readopting Fiscal Year 2023-24 General Fund Budget to Change a Position Title In the Purchasing Department

ORDINANCES

LOCAL LAW

OLD BUSINESS

STAFF REPORTS

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, February 12, 2024, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, FEBRUARY 5, 2024 AT 7:00 PM.

Public Hearing – 7:15 p.m.

January 9, 2024

To: The Honorable Mayor and City Council

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

Subject: City of Watertown 2021 Community Development Block Grant Annual Action Plan Amendment Public Hearing

A Public Hearing has been scheduled for 7:15 p.m. on January 16, 2024, as part of the effort to gather public input on the proposed amendment to the City's Community Development Block Grant (CDBG) 2021 Annual Action Plan.

On May 3, 2021, the City Council adopted the City's 2021 Community Development Block Grant (CDBG) Annual Action Plan. The plan included various projects for the 2021-2022 Fiscal Year. Four of the projects came under budget: Grant Street Sidewalk Replacement Project, Thompson Park ADA Ramp Replacement, Point-In-Time Outreach & Education Initiative and Program Administration.

The United States Department of Housing and Urban Development (HUD) requires the City of Watertown to officially amend an Annual Action Plan if the budget of a particular project changes by more than 25 percent, if the scope of a project changes significantly or if a new project is added.

Staff has drafted an amendment to the 2021 Annual Action Plan that reflects the budget changes and the addition of two new projects, the Franklin ADA Ramp Design and Grant Street Reconstruction Project. The draft amendment is attached for your review and is also available for review on the City's website at: <https://www.watertown-ny.gov/CDBGPublicCommentOpportunities>

On December 22, 2023, the City advertised in the *Watertown Daily Times* that the plan was available for public review and comment. The 30-day public comment period is currently underway and the City will be accepting comments on the proposed amendment through January 22, 2024.

After the conclusion of the public comment period, Staff will incorporate any comments that are received into the final draft of the plan amendment and will present a resolution to adopt the amendment for City Council consideration at the February 5, 2024, meeting.



**AMENDMENT
TO THE CITY OF WATERTOWN'S
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2021 ANNUAL ACTION PLAN
DRAFT – DECEMBER 22, 2023**

On May 3, 2021, the City Council of the City of Watertown adopted the City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2021. The plan included various projects for the 2021-2022 Fiscal Year, several of which this amendment will modify, either in scope or in budget or both.

The list of projects and their originally approved budget amounts are listed below:

Proposed Project	Approved Budget
Grant Street Sidewalk Replacement Project	\$363,705
Thompson Park ADA Ramp Replacement Project	\$75,000
N. Hamilton Playground Basketball Court	\$12,500
Northeast Target Area Tree Planting	\$10,000
535 Olive Street Demolition	\$35,000
Owner-Occupied Rehabilitation	\$196,000
Homebuyer Program	\$140,000
Point-In-Time Outreach and Education Initiative	\$10,000
Fair Housing Education	\$5,000
WCSD Food 4 Families	\$6,500
Target Area Smoke Detector Program	\$5,000
Seward Street Reconstruction Design	\$25,000
Program Administration	\$118,126.44
Total	\$1,001,831.44

This amendment will change the budget for several of the above-identified projects. CDBG regulations and our Citizen Participation Plan allow some flexibility for changes in project costs as the City implements the various programs and projects. The City may increase or decrease individual budget line items by up to 25 percent without amending the Annual Action Plan. However, in the case of the Grant Street Sidewalk Replacement Project, the actual cost was

approximately a 31 percent decrease from the originally budgeted amount. Also, in the case of the North Hamilton Playground Basketball Court Project, the actual project cost was approximately a 90 percent increase from the originally budgeted amount. Additionally, two new projects are being added to the 2021 Annual Action Plan to use the additional funding. The decrease and increase in the budget line items and new projects necessitates an amendment. The other projects with an amendment to their budgets, the Thompson Park ADA Ramp Replacement Project, the 535 Olive Street Demolition Project, the Point-in-Time Outreach and Education Initiative and Program Administration, changed by less than 25 percent.

The four projects collectively finished \$113,735.21 under budget. The City proposes to reallocate the surplus to pay for three projects that are over budget and two new projects. The proposed new projects are the Grant Street Reconstruction Project and the Franklin Street ADA Ramp Design which are described below.

Below is the revised CDBG Program Year 2021 Annual Action Plan budget, following all proposed revisions:

Proposed Project	Amended Budget
Grant Street Sidewalk Replacement Project	\$252,493.20
Thompson Park ADA Ramp Replacement Project	\$74,140.35
N. Hamilton Playground Basketball Court	\$23,856.03
Northeast Target Area Tree Planting	\$10,010.00
535 Olive Street Demolition	\$42,629.87
Owner-Occupied Rehabilitation	\$196,000.00
Homebuyer Program	\$140,000.00
Point-In-Time Outreach and Education Initiative	\$9,776.00
Fair Housing Education	\$5,000.00
WCSD Food 4 Families	\$6,500.00
Target Area Smoke Detector Program	\$5,000.00
Seward Street Reconstruction Design	\$25,000.00
Program Administration*	\$100,079.31
Grant Street Reconstruction Project	\$102,379.18
Franklin Street ADA Ramp Design	\$8,967.50
Total	\$1,001,831.44

*Includes the addition of \$58,041.44 in Program Income.

The following are descriptions for the above identified new projects:

Grant Street Construction Project:

The Grant Street Reconstruction Project will include the complete reconstruction of Grant Street between Main Street East and Henry Street. Improvements will include ADA ramp replacement, curbing replacement, new pavement, and replacement of various utilities such as water, sanitary sewer, storm sewer along with green infrastructure improvements and tree planting.

The City estimates that 150 low to moderate-income (LMI) families will benefit from the proposed project based on the estimated number of families in the Block Group and the LMI percentage for the Block Group that the project covers. Since 2020 ACS data on total families in a geography is only available at the Census Tract level, the city divided the number of families evenly across the three Block Groups in Census Tract 613 when estimating the number of families.

The project is located in the City's Northeast CDBG Target Area and is located in Census Tract 613, Block Group 2 which is characterized as having a low to moderate income population of 61.44 percent.

Franklin Street ADA Ramp Design:

This project involves the design of public infrastructure improvements consisting of ADA sidewalk ramps. The City proposes to reconstruct approximately 16 ramps in Census Tract 621, which has an estimated Disability Rate of 25 percent according to 2016-2020 Five-year American Community Survey (ACS) estimates, almost double the estimated nationwide Disability Rate. In addition, ACS data also estimates that approximately 29 percent of occupied housing units in Census Tract 621 do not have access to a vehicle, making pedestrian trips more likely.

The City will install the ramps in locations where either none currently exist or where the existing ramps do not comply with the current ADA PROWAG requirements. The City proposes to hire an engineering consultant to perform the design work.

This project will help to meet an important non-housing community development need identified in the City's Consolidated Plan which is to ensure pedestrian safety by providing for the safe movement of the elderly and disabled.

Citizen Participation

The City's Community Development Block Grant Program has an adopted Citizen Participation Plan that outlines various steps that the City must take in order to engage the public in the development of our Annual Action Plans and any amendments to them. While developing this amendment to the City's Program Year 2021 Annual Action Plan, the City Council has scheduled a public hearing on the proposed amendment for Tuesday, January 16, 2024 at 7:15 p.m. in the City Council Chamber of City Hall. On December 22, 2023, the city

advertised in the *Watertown Daily Times* to notify the public of the public hearing date and time and to announce the start of a 30-day public comment period that will last from December 22, 2023 to January 22, 2024. The City also conducted outreach to several agencies and businesses by email notifying them of the proposed changes and made the proposed amendment available for review at City Hall in the Planning and Community Development Department, the City Clerk's Office and at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority and on our website at www.watertown-ny.gov.

Res No. 1

December 22, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-37 Ohio Street Water Main Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Ohio Street Water Main Replacement Project, per City specifications and publicly opened and read the sealed bids on December 18, 2023, at 11:00 a.m. EST.

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

Edge Civil Corporation	Powis Contracting	North Country Contractors	J.L. Excavation	CCI Companies
Parish, NY 13131	Copenhagen, NY 13626	Calcium, NY 13616	Watertown, NY 13601	Canastota, NY 13032
\$834,974.00	\$1,044,728.25	\$1,057,068.00	\$1,139,991.50	\$1,196,442.50
Marcellus Construction	JMR Excavation			
Adams, NY 13605	Skaneateles, NY 13152			
\$1,289,694.00	\$1,676,400.00			

The Purchasing Manager, Engineering, and Water Departments in consultation with Aubertine & Currier reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Ohio Street Water Main Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$834,974.00**.

The Ohio Street Water Main Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, 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 Ohio Street Water Main
Replacement Project – Edge Civil Corporation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace water main and appurtenances located on Ohio Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received seven (7) sealed bids for the Ohio Street Water Main Replacement Project, and

WHEREAS on December 18, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering, and Water Departments in consultation with Aubertine & Currier and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$834,974.00, 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:

Ohio Street Watermain Replacement

Bid / RFP Number:

Bid #2023-37

Opening Date:

Thursday December 18, 2023 @ 11:00 AM

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

Vendor Name, Address and Point of Contact	Edge Civil Corporation	Powis Contracting	North Country Contractors	J.L. Excavation	CCI Companies
	Parish, NY 13131	Copenhagen, NY 13626	Calcium, NY 13616	Watertown, NY 13601	Canastota, NY 13032
Total Base Bid	\$834,974.00	\$1,044,728.25	\$1,057,068.00	\$1,139,991.50	\$1,196,442.50
Vendor Name, Address and Point of Contact	Marcellus Construction	JMR Excavation			
	Adams, NY 13605	Skaneateles, NY 13152			
Total Base Bid	\$1,289,694.00	\$1,676,400.00			

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2021-22 through 2025-26
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced byCouncil Member Ryan J. Henry-Wilkinson

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

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

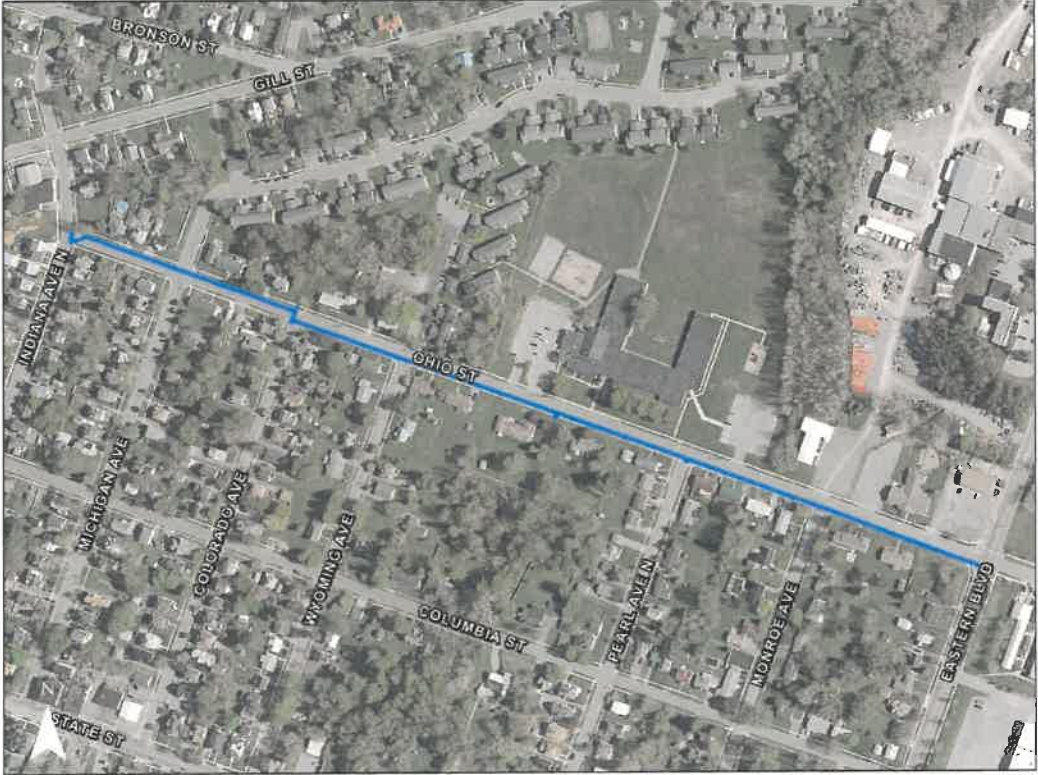
WHEREAS City Council discussed at the work session on August 9, 2021 funding certain water infrastructure projects from the American Rescue Plan, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to include in the FY 2021-22 Capital Budget the following projects:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Seward Street Water Main	\$ 200,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	\$1,000,000

Seconded by Council Member Lisa A. Ruggiero

FISCAL YEAR 2021-2022 CAPITAL BUDGET INFRASTRUCTURE WATER MAIN

PROJECT DESCRIPTION	COST
<p>Ohio Street Water Main</p> <p>This project includes the replacement of 584' of 10" cast iron pipe from Indiana Avenue to Colorado Avenue and the replacement of 1899' of 10" transite pipe from Colorado Avenue to Eastern Boulevard, installed in 1959. There have been 4 breaks since 2005 and pipe has been in service beyond its use expectancy.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$900,000</p>
TOTAL	\$900,000

Res No. 2

December 22, 2023

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-36 Winslow Street Water Main Replacement Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Winslow Street Water Main Replacement Project, per City specifications and publicly opened and read the sealed bids on December 18, 2023, at 11:00 a.m. EST.

The Purchasing Department received six (6) sealed bid submittals and the bid tabulations are shown below:

Edge Civil Corporation	North Country Contractors	J.L. Excavation	Powis Contracting	Marcellus Construction
Parish, NY 13131	Calcium, NY 13616	Watertown, NY 13601	Copenhagen, NY 13626	Adams, NY 13605
\$932,635.00	\$1,293,871.00	\$1,309,534.00	\$1,344,640.00	\$1,475,990.00
CCI Companies				
Canastota, NY 13032				
\$1,490,917.50				

The Purchasing Manager, Engineering and Water Departments in consultation with Aubertine & Currier reviewed the responses to ensure compliance with the specifications and hereby recommend that City Council award the total base bid for the Winslow Street Water Main Replacement Project to Edge Civil Corporation as the lowest responsive responsible bidder at a total price of **\$932,635.00**.

The Winslow Street Water Main Replacement Project, as added to the Fiscal Year 2021-22 Capital Budget and adopted by resolution on September 7, 2021, 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 Winslow Street Water Main
Replacement Project – Edge Civil Corporation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City desires to construct and replace water main and appurtenances located on Winslow Street, and all other associated work, and

WHEREAS the Purchasing Department advertised and received six (6) sealed bids for the Winslow Street Water Main Replacement Project, and

WHEREAS on December 18, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering and Water Departments in consultation with Aubertine & Currier and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Edge Civil Corporation, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Edge Civil Corporation in the amount of \$932,635.00, 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:

Winslow Street Water Main Replacement

Bid / RFP Number:

Bid #2023-36

Opening Date:

Monday December 18, 2023 @ 11:00 AM

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

Vendor Name, Address and Point of Contact	Edge Civil Corporation	North Country Contractors	J.L. Excavation	Powis Contracting	Marcellus Construction
	Parish, NY 13131	Calcium, NY 13616	Watertown, NY 13601	Copenhagen, NY 13626	Adams, NY 13605
Total Base Bid	\$932,635.00	\$1,293,871.00	\$1,309,534.00	\$1,344,640.00	\$1,475,990.00
Vendor Name, Address and Point of Contact	CCI Companies				
	Canastota, NY 13032				
Total Base Bid	\$1,490,917.50				

RESOLUTION

Page 1 of 1

Readopting Fiscal Years
2021-22 through 2025-26
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Council Member SPAZIANI, Leonard G.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced byCouncil Member Ryan J. Henry-Wilkinson

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

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

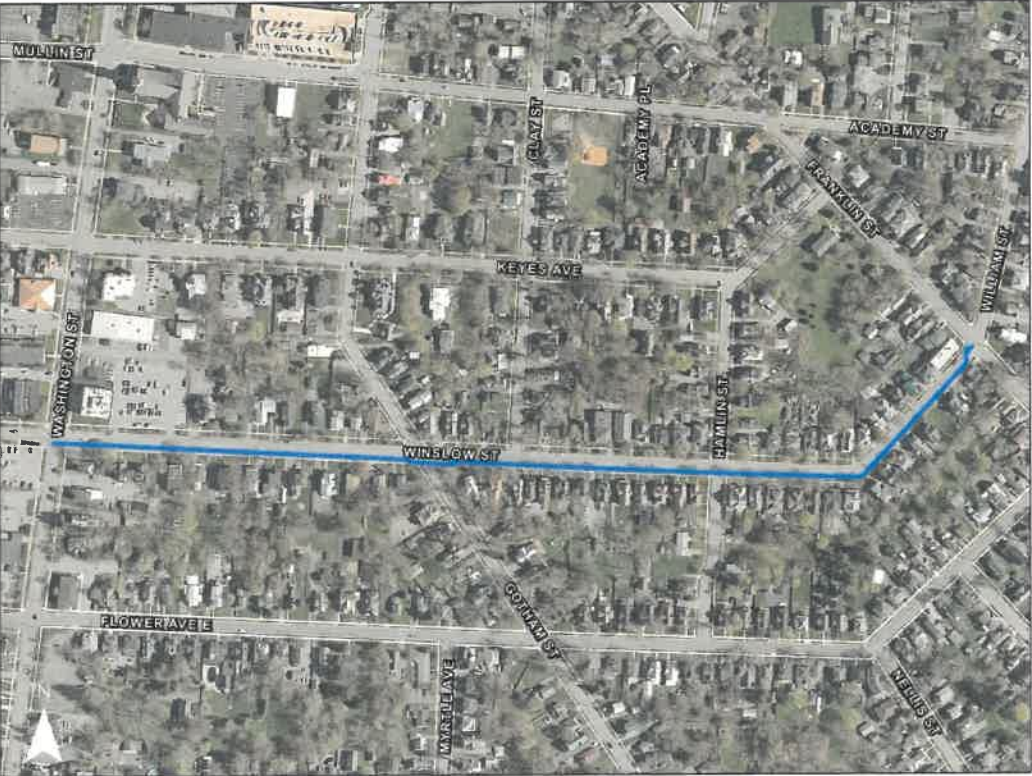
WHEREAS City Council discussed at the work session on August 9, 2021 funding certain water infrastructure projects from the American Rescue Plan, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Fiscal Years 2021-22 through 2025-26 Capital Budget to include in the FY 2021-22 Capital Budget the following projects:

Barben Ave/Holcomb St/Bugbee Dr	\$1,400,000
Division Street East Water Main	\$ 500,000
East Street Water Main	\$ 200,000
Henry Street/Grant Street Water Mains	\$ 400,000
Ohio Street Water Main	\$ 900,000
Pratt Street Water Main	\$ 650,000
Seward Street Water Main	\$ 200,000
Thompson Street Water Main	\$ 350,000
Tilden Street Water Main	\$ 400,000
Winslow Street Water Main	\$1,000,000

Seconded by Council Member Lisa A. Ruggiero

**FISCAL YEAR 2021-2022
CAPITAL BUDGET
INFRASTRUCTURE
WATER MAIN**

PROJECT DESCRIPTION	COST
<p>Winslow Street Water Main</p> <p>This project includes the replacement of 945' of 6" cast iron pipe from Washington Street to Gotham Street, and 1603' of 4" cast iron pipe from Gotham Street to Franklin Street. The pipe is undersized for fire protection and has been in service beyond its use expectancy.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p>\$1,000,000</p>
TOTAL	

\$1,000,000

Res No. 3

November 28, 2023

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Approving the Agreement for Professional Services for the Ohio street
Water Main Replacement Project, Aubertine and Currier

A proposal was requested and received from Aubertine and Currier regarding the Construction Administration and Inspection Services involved in the Ohio Street Water Main Replacement Project. The attached Agreement for Professional Services outlines the scope of services to be performed for these services. Aubertine and Currier is proposing to complete the services for \$84,000.00.

This project was added to the Capital Budget by resolution adopted September 7, 2021 to be funded with the American Rescue Plan Act funds and the Sewer Department funds.

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

RESOLUTION

Page 1 of 1

Approving The Professional Service Agreement for the Ohio Street Water Main Replacement Project, Aubertine and Currier

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total.....

YEA	NAY

Introduced by

WHEREAS on November 15, 2023, the City of Watertown requested a proposal from Aubertine and Currier regarding Construction Administration and Inspection services associated with the Ohio Street Water Main Replacement Project, and

WHEREAS Aubertine and Currier submitted their proposal and corresponding Scope of Services on November 27, 2023, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement from Aubertine and Currier in the amount of \$84,000.00, a copy of which is attached and made part of this Resolution, and

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

Seconded by

November 27, 2023

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

**RE: Construction Administration and Construction Inspection Proposal
Ohio St from Indian Ave to Eastern Blvd
City of Watertown, NY**

Dear Ms. Griffin:

We are submitting this additional services Proposal for Construction Administration and Construction Inspection Services associated with the Watermain Replacement project within the 1200 to 1600 Blocks of Ohio St, from Indiana Ave to Eastern Blvd. This proposal provides a description of our understanding of the project's services as outlined within the Project Overview, Scope of Services, and corresponding Fee Schedule.

I. PROJECT OVERVIEW

- A. The Civil Engineering and Design associated with construction and replacement and improvements to the watermain distribution system within the 1200 to 1600 Blocks of Ohio St, from Indian Ave to Eastern Blvd. were completed on 11/13/2023. The project includes approximately 2,460' of 10" watermain, 530' of 1" services, to 17 homes and businesses.
- B. Bids advertisement is scheduled for 11/13/2023, with a bid opening of 12/18/2023.
- C. Based upon discussions with the City, the construction duration is anticipated to be 3 to 4 months (12-16 weeks). The project Construction Administration and Construction Inspections services are understood to take place during the project construction timeline as follows:
- Bid Opening – 12/18/2023
 - Bid Review and Recommendation for Award – 1/8/2024
 - City Council Authorization to Award – 1/15/2024
 - Contract Signing – 2/12/2024
 - Submittals and Material Procurement – 2/12/2024 – 3/11/2024 (4 weeks)
 - Construction – 7/8/2024 – 10/7/2024 (14 weeks of construction)
 - Punch List and Contract Closeout – 10/7/2024 – 10/21/2024 (2 weeks)
 - Contract Completion – 10/21/2024



**AUBERTINE
and
CURRIER**
ARCHITECTS, ENGINEERS
& LAND SURVEYORS, PLLC

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

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

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

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

Matthew R. Morgia, P.E.
Civil Engineer

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

Brian M. Krueger, AIA.,
Architect

- D. The Construction Inspection scope of services includes seventy (70) days of full time daily inspections during water system construction and street restoration. Plus, ten (10) days of part-time inspection during cleanup, punch list and project closeout activities.
- E. The contractor's schedule is currently unconfirmed. It is assumed that once construction starts, contractor operations would be completed on a full time, minimum 40 hour work week basis, for a 12 – 16 week construction duration. Adjustments to the RPR hourly rate would be necessary for part-time weekly work hours of less than 40 hours per week, and for overtime associated with hours more than 40 hours per week. An hourly rate for overtime hours greater than 40 during a work week has been provided below, should the contractor elect to work longer hours, and the City authorizes.

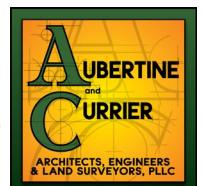
II. SCOPE OF SERVICES

Construction Administration

- A. Assist City during Bidding and Contract Award. Review Bids and provide Recommendation for Award. Assist City Purchasing Office with contract execution.
- B. Attend preconstruction meeting with Contractor and City staff to review project scope, schedule of values, schedule, lines of communication, outline submittal review procedures to be utilized, summarize administration activities, and payment application procedures.
- C. Review submittals during the estimated four (4) weeks of material procurement period prior to construction start. Conduct twice monthly job meetings, and a Punch List/final closeout meeting. This would entail ten (10) meetings in total, one (1) preconstruction, eight (8) job meetings every other week, and one (1) punch list/closeout, over the 16 week construction duration.
- D. Monitor and converse with RPR Inspector regarding the progression of construction.
- E. Provide interpretation of plans, details and contract documents. Respond to contractor's requests for information (RFI's).
- F. Review contractor Change Orders. Determine applicability and appropriateness of additional work requested.
- G. Review applications for payment, make recommendations to the City for payment.
- H. Complete final site visit for preparation of Punch List. Issue Certificate of Substantial Completion.

Construction Inspection

- A. Provide the full-time Resident Project Representative (RPR) services of one (1) representative (Inspector) for an anticipated fourteen (14) week construction
- NYS WBE/DBE Certified SBA Woman Owned Small Business (WOSB)**



duration of the contract, (560 hours). Provide part-time inspection services over a period of ten (10) days for project restoration and closeout, (40 hours). Provide a total of 600 hours for full and part time inspection. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

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

Duties of the Resident Project Representative

The duties and responsibilities of the RPR are as follows:

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

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

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

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

10. *Completion:*

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

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

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

III. FEE SCHEDULE

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

Construction Administration (+/- 5 months).....	\$ 21,000.00
Construction Inspection (Hourly based upon 16 weeks of construction) (14 weeks full-time, 10 days part-time, 600 hours, \$105 /hr).....	\$ 63,000.00
Total =	\$ 84,000.00

The overtime rate for inspection services for greater than 40 hours per week is \$126 /hr.

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

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

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



Matthew R. Morgia, PE
Civil Engineer, Partner

Client Authorized Signature

Date

Attachments:
Standard Terms and Conditions

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Approving the Agreement for Professional Services for the Winslow street Water Main Replacement Project, Aubertine and Currier

A proposal was requested and received from Aubertine and Currier regarding the Construction Administration and Inspection Services involved in the Winslow Street Water Main Replacement Project. The attached Agreement for Professional Services outlines the scope of services to be performed for these services. Aubertine and Currier is proposing to complete the services for \$84,000.00.

This project was added to the Capital Budget by resolution adopted September 7, 2021 to be funded with the American Rescue Plan Act funds and the Sewer Department funds.

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

RESOLUTION

Page 1 of 1

Approving The Professional Service Agreement for the Winslow Street Water Main Replacement Project, Aubertine and Currier

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total.....

YEA	NAY

Introduced by

WHEREAS on November 15, 2023, the City of Watertown requested a proposal from Aubertine and Currier regarding Construction Administration and Inspection services associated with the Winslow Street Water Main Replacement Project, and

WHEREAS Aubertine and Currier submitted their proposal and corresponding Scope of Services on November 27, 2023, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement from Aubertine and Currier in the amount of \$84,000.00, a copy of which is attached and made part of this Resolution, and

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

Seconded by

November 27, 2023

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

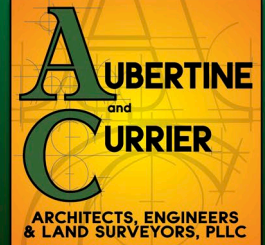
**RE: Construction Administration and Construction Inspection Proposal
Winslow St from Washington St to Franklin St
City of Watertown, NY**

Dear Ms. Griffin:

We are submitting this additional services Proposal for Construction Administration and Construction Inspection Services associated with the Watermain Replacement project within the 100, 200 and 300 Blocks of Winslow St, from Washington St to Franklin St. This proposal provides a description of our understanding of the project's services as outlined within the Project Overview, Scope of Services, and corresponding Fee Schedule.

I. PROJECT OVERVIEW

- A. The Civil Engineering and Design associated with construction and replacement and improvements to the watermain distribution system within the 100, 200 and 300 Blocks of Winslow St, from Washington St to Franklin St. were completed on 11/13/2023. The project includes approximately 2,585' of 8" watermain, 2,330' of 1" services, to 68 homes and businesses.
- B. Bids advertisement is scheduled for 11/13/2023, with a bid opening of 12/18/2023.
- C. Based upon discussions with the City, the construction duration is anticipated to be 3 to 4 months (12-16 weeks). The project Construction Administration and Construction Inspections services are understood to take place during the project construction timeline as follows:
- Bid Opening – 12/18/2023
 - Bid Review and Recommendation for Award – 1/8/2024
 - City Council Authorization to Award – 1/15/2024
 - Contract Signing – 2/12/2024
 - Submittals and Material Procurement – 2/12/2024 – 3/11/2024 (4 weeks)
 - Construction – 4/1/2024 – 7/8/2024 (14 weeks of construction)
 - Punch List and Contract Closeout – 7/8/2024 – 7/22/2024 (2 weeks)
 - Contract Completion – 7/22/2024



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

aubertinecurrier.com

522 Bradley Street
Watertown, New York 13601

Phone: 315.782.2005
Fax: 315.782.1472

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

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

Matthew R. Morgia, P.E.
Civil Engineer

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

Brian M. Krueger, AIA.,
Architect

- D. The Construction Inspection scope of services includes seventy (70) days of full time daily inspections during water system construction and street restoration. Plus, ten (10) days of part-time inspection during cleanup, punch list and project closeout activities.
- E. The contractor's schedule is currently unconfirmed. It is assumed that once construction starts, contractor operations would be completed on a full time, minimum 40 hour work week basis, for a 12 – 16 week construction duration. Adjustments to the RPR hourly rate would be necessary for part-time weekly work hours of less than 40 hours per week, and for overtime associated with hours more than 40 hours per week. An hourly rate for overtime hours greater than 40 during a work week has been provided below, should the contractor elect to work longer hours, and the City authorizes.

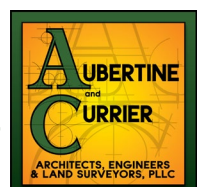
II. SCOPE OF SERVICES

Construction Administration

- A. Assist City during Bidding and Contract Award. Review Bids and provide Recommendation for Award. Assist City Purchasing Office with contract execution.
- B. Attend preconstruction meeting with Contractor and City staff to review project scope, schedule of values, schedule, lines of communication, outline submittal review procedures to be utilized, summarize administration activities, and payment application procedures.
- C. Review submittals during the estimated four (4) weeks of material procurement period prior to construction start. Conduct twice monthly job meetings, and a Punch List/final closeout meeting. This would entail ten (10) meetings in total, one (1) preconstruction, eight (8) job meetings every other week, and one (1) punch list/closeout, over the 16 week construction duration.
- D. Monitor and converse with RPR Inspector regarding the progression of construction.
- E. Provide interpretation of plans, details and contract documents. Respond to contractor's requests for information (RFI's).
- F. Review contractor Change Orders. Determine applicability and appropriateness of additional work requested.
- G. Review applications for payment, make recommendations to the City for payment.
- H. Complete final site visit for preparation of Punch List. Issue Certificate of Substantial Completion.

Construction Inspection

- A. Provide the full-time Resident Project Representative (RPR) services of one (1) representative (Inspector) for an anticipated fourteen (14) week construction
- NYS WBE/DBE Certified SBA Woman Owned Small Business (WOSB)**



duration of the contract, (560 hours). Provide part-time inspection services over a period of ten (10) days for project restoration and closeout, (40 hours). Provide a total of 600 hours for full and part time inspection. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

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

Duties of the Resident Project Representative

The duties and responsibilities of the RPR are as follows:

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

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

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

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

10. *Completion:*

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

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

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

III. FEE SCHEDULE

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

Construction Administration (+/- 5 months).....	\$ 21,000.00
Construction Inspection (Hourly based upon 16 weeks of construction) (14 weeks full-time, 10 days part-time, 600 hours, \$105 /hr).....	\$ 63,000.00
Total =	\$ 84,000.00

The overtime rate for inspection services for greater than 40 hours per week is \$126 /hr.

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

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

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



Matthew R. Morgia, PE
Civil Engineer, Partner

Client Authorized Signature

Date

Attachments:
Standard Terms and Conditions

Res. No. 5

December 28, 2023

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Approving Change Order 2 for Washington Street and Keyes Avenue
Sanitary Sewer Replacement Project, JL Excavation

At the June 05, 2023 meeting, the city Council approved the bid from JL Excavation for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project in the amount of \$910,090.50.

At the November 06, 2023, meeting, the City Council approved Change Order No. 1 from JL Excavation in the amount of \$20,399.48, bringing the total contract amount to \$930,489.98.

JL Excavation has now submitted Change Order No. 2 to extend the substantial completion date to 05/30/2024. This will allow for additional and remaining work discovered during the final walkthrough for this project.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 2
for the Washington Street and Keyes
Avenue Sanitary Sewer Replacement
Project, JL Excavation

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS at its June 05, 2023, meeting, the City Council approved a bid from JL Excavation in the amount of \$910,090.50 for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, and

WHEREAS at its November 06, 2023, meeting, the City Council approved Change Order No. 1 from JL Excavation in the amount of \$20,399.48, bringing the total contract amount to \$930,489.98, and

WHEREAS JL Excavation has requested that the substantial completion date be extended so that additional work discovered during the final walkthrough can be completed, and

WHEREAS JL Excavation has now submitted Change Order No. 2 to extend the project substantial completion date to 05/30/2024, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown hereby approves Change Order No. 2 from JL Excavation to extend the project substantial completion date to 05/30/2024, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED by the City Council that City Manager is hereby authorized and directed to execute Change Order no. 2 on behalf of the City of Watertown.

Seconded by _____

CHANGE ORDER NO.: #2

Owner: City of Watertown Owner's Project No.:
 Engineer: Aubertine and Currier, PLLC Engineer's Project No.: 2022-051
 Contractor: JL Excavation, LLC Contractor's Project No.: 6-23
 Project: Washington Street and Keyes Ave Sewer Replacement
 Contract Name:
 Date Issued: 12/20/2023 Effective Date of Change Order: 01/02/2024

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

Description:

Change in Contract Duration Dates for the contractor to complete deficiencies in the installation of sanitary and storm sewer system as outlined in the Final Punch List.

Attachments:

Final Punch List, dated 12/20/2023 and Contractor's letter to request contract date extension.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 910,090.50		Substantial Completion:	11/2/2023
		Ready for final payment:	11/25/2023
Increase from previously approved Change Order No. 1		[Increase] [Decrease] from previously approved Change Orders No.1 to No. {Number of previous Change Order}:	
\$ 20,399.48		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 930,489.98		Substantial Completion:	11/2/2023
		Ready for final payment:	11/25/2023
[Increase] [Decrease] this Change Order:		Increase this Change Order:	
\$ 0		Substantial Completion:	240 Days
		Ready for final payment:	240 Days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 930,489.98		Substantial Completion:	5/30/2024
		Ready for final payment:	6/21/2024

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>Meredith D. Duffin</u>	By: <u>Kristi L. Smith</u>
Title: <u>Engineer</u>	Title: <u>Owner</u>
Date: <u>12/26/2023</u>	Date: <u>12-22-23</u>
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Meredith Duffin 12/28/2023

Res. No. 6

December 29, 2023

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Approving Change Order 1 for Professional Services for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, Aubertine and Currier

At the May 15, 2023 meeting, the City Council approved the Professional Service Agreement from Aubertine and Currier for Construction Administration and Inspection Services for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project in the amount of \$65,209.00.

It was determined that the remaining work discovered during the final walkthrough for this project would not be able to be completed until Spring 2024, and that additional Construction Administration and Inspection Services would be needed.

Aubertine and Currier has now submitted Change Order No. 1 in the amount of \$18,264.00, bringing the total contract amount to \$83,473.00. This will allow for Construction Administration and Inspection Services to continue as the project is completed.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1
for the Washington Street and Keyes
Avenue Sanitary Sewer
Replacement Project,
Aubertine and Currier

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS at its May 15, 2023, meeting, the City Council approved the Professional Service Agreement from Aubertine and Currier in the amount of \$65,209.00 for Construction Administration and Inspection Services for the Washington Street and Keyes Avenue Sanitary Sewer Replacement Project, and

WHEREAS it has been determined that the remaining work for this project would not be completed until Spring 2024, and additional Construction Administration and Inspection Services would be needed, and

WHEREAS Aubertine and Currier has now submitted Change Order No. 1 in the amount of \$18,264.00 for additional Construction Administration and Inspection Services, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown hereby approves Change Order No. 1 from Aubertine and Currier in the amount of \$18,264.00, bringing the total contract amount to \$83,473.00, a copy of which is attached and made part of this Resolution, and

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

Seconded by _____

November 29, 2023

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

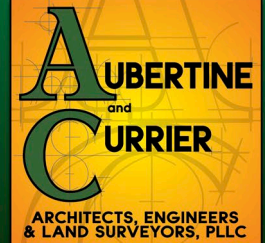
**RE: Additional CA and Construction Inspection Duration Proposal
500 Block Washington St & 100 Block Keyes Ave
City of Watertown, NY**

Dear Ms. Griffin:

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

I. PROJECT OVERVIEW

- A. The Civil Engineering and Design associated with construction and upgrades to the storm and sanitary sewer along the two (2) segments of Keyes Ave and Washington St were completed on 5/1/2023. The project includes approximately 1,050' of 8" sanitary sewer main, 520' of 6" laterals, 120' of 12" storm sewer, and 300' of 15" storm sewer construction.
- B. Project construction began during late July and was to be complete during mid to late October, 12 weeks. The actual project construction duration began during late July and continued thru October and into November 2023, approximately 14 weeks, 529 regular hours, plus 24 overtime hours. The budgeted duration was 12 weeks of construction and a week of part-time services for project closeout, 504 hours in total. The contractor's work that extended into November exceeded the budgeted inspection hours by 49 hours. Additionally, we anticipate two (2) additional weeks (80 hours) of inspection during the fall, and then a partial week (24 hours) in the spring associated with the contractor's punch list repair work.
- C. The contractor's schedule to complete punch list items is currently unconfirmed. Adjustments to the RPR hourly fees will be necessary for the actual additional inspection duration, and for overtime associated with hours more than 40 hours per week. An hourly rate for overtime hours greater than 40 during a work week has been provided below, should the contractor elect to work longer hours, and the City authorizes.



NYS WBE/DBE Certified
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Small Business (WOSB)

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Brian M. Krueger, AIA.,
Architect

- D. The City has extended the contract completion date to the Spring of 2024. The extended construction duration and the additional punch list repair items have and will result in additional Construction Administration. This is for both the November and December punch list repair work, and then the follow-up spring of 2024 repairs and restoration.

II. SCOPE OF SERVICES

Construction Administration

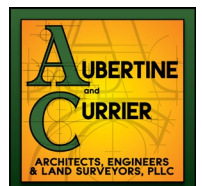
- A. Conduct additional job meetings during extended duration and punch list repairs, prepare change order for extended contract duration, monitor and assist with Punch List repairs and final closeout. This would entail 2-3 additional meetings for discussion of deficiencies found during City CCTV, review meeting with contractor, and a follow-up punch list closeout in the spring of 2024.
- B. Monitor and converse with RPR Inspector regarding the progression of punch list repairs and construction.
- C. Review contractor Change Orders. Determine applicability and appropriateness of additional work requested.
- D. Review additional applications for payment, make recommendations to the City for payment.
- E. Complete final site visit for Punch List closeout.

Construction Inspection

- A. Provide the full-time Resident Project Representative (RPR) services of one (1) representative (Inspector) for the additional durations noted above. Provide part-time inspection services during the spring 2024 restoration and closeout, (24 hours). Provide a total of 504 hours for full and part time inspection. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. RPR shall observation Contractor's work in progress and field checks of materials and equipment. Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor

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nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. RPR duties shall include those as outlined below which are typical of these services.

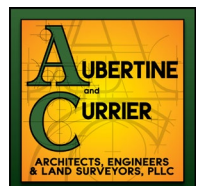
Duties of the Resident Project Representative

The duties and responsibilities of the RPR are as follows:

1. *General:* Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to the RPR's own personal safety while at the Site.
4. *Liaison:* Serve as Engineer's liaison with Contractor.
5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation – RFI's). Report to Engineer regarding such RFI's. Report to Engineer when clarifications and interpretations of the Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarification, interpretations, and decisions to Contractor.
6. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept and the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
7. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspection required by Laws and Regulation.

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8. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Track and monitor unit price Bid Item quantities.
- c. Photograph or video Work in progress or Site Conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.

9. *Reports:*

- a. Furnish to Engineer daily reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

10. *Completion:*

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

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

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

III. FEE SCHEDULE

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

Additional Construction Administration for Spring Contract Completion.	\$ 3,000.00
Additional Construction Inspection over budgeted 12 weeks, 504 hours...	
Oct – Nov 19 th Regular Time, 25 hours x \$96 /hr.....	\$ 2,400.00
July – Nov 19 th Overtime, 24 hours x \$120 /hr	\$ 2,880.00
Pending Punch list repairs fall 2023, 80 hours x \$96 /hr	\$ 7,680.00
Pending Punch list repairs spring 2024, 24 hours x \$96 /hr.....	\$ 2,304.00
Total =	\$ 18,264.00

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

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

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

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

Matthew R. Morgia

Matthew R. Morgia, PE
 Civil Engineer, Partner

 Client Authorized Signature

 Date

Res. No. 7

January 3, 2024

To: The Honorable Mayor and City Council

From: Eric Wagenaar, City Manager

Subject: Jefferson County Stormwater Coalition

The owners and operators of small Municipal Separate Storm Sewer Systems, (MS4's), including the City of Watertown, recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the USEPA Phase II Stormwater regulations and achieve improved water quality and flood control.

The City of Watertown's Water Superintendent supports this Municipal agreement which works to comply with the requirements of the USEPA regulations.

A resolution has been prepared for Council consideration which authorizes the City Manager to sign the attached Intermunicipal Agreement (IMA). The IMA, by and among owners and operators of small Municipal Separate Storm Sewer Systems MS4's, referred to as "Coalition Members", hereby extends the Jefferson County Stormwater Coalition, through December 31, 2027.

An annual membership fee of five hundred dollars (\$500) will be invoiced no later than January 30 of each calendar year.

RESOLUTION

Page 1 of 1

Authorizing Intermunicipal Agreement,
Jefferson County Stormwater Coalition

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on October 20, 2014, City Council authorized an Intermunicipal Agreement and joining the Jefferson County Stormwater Coalition, and

WHEREAS the group members recognize the benefits of cooperation to achieve improved water quality and a greater cost-effective approach for accomplishing same, and

WHEREAS the City Council of the City of Watertown wishes to confirm the decision to continue working with the Coalition by formal Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that the City of Watertown hereby confirms continued membership in the Jefferson County Stormwater Coalition, and

BE IT FURTHER RESOLVED by the City Council that the City of Watertown hereby authorizes and directs the City Manager to sign the Intermunicipal Agreement, a copy of which is attached and made part of this resolution.

Seconded by _____

**INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

This INTERMUNICIPAL AGREEMENT, by and among owners and operators of small Municipal Separate Storm Sewer Systems (“MS4s”), as follows: Town of LeRay, Town of Rutland, Town of Watertown, Village of Black River, Village of Brownville, Village of Carthage, Village of West Carthage, City of Watertown, and Jefferson County, hereinafter referred to as “Coalition Members,” hereby continues the Jefferson County Stormwater Coalition, which began on December 31, 2013.

WHEREAS, the U.S. Environmental Protection Agency’s Phase II stormwater regulations (40 C.F.R. Sections 9, 122, 123, and 124) require owners and operators of small MS4s in New York State to obtain permit coverage under the New York State Department of Environmental Conservation’s SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002); and

WHEREAS, the U.S. EPA Phase II Stormwater regulations require owners and operators of small MS4s who obtain general permit coverage to develop and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable in order to protect water quality and to satisfy the appropriate water quality requirements of New York State’s Environmental Conservation Law and the Clean Water Act; and

WHEREAS, the U.S. EPA Phase II Stormwater regulations, as administered by the New York State Department of Environmental Conservation, encourages owners and operators of small MS4s to cooperate when implementing their Stormwater Management Programs; and

WHEREAS, the owners and operators of small MS4s recognize that, because watersheds and separate storm sewer systems cross municipal boundaries and there are opportunities to save time, money, and energy by working collaboratively, the Coalition members should work together to meet the requirements of the U.S. EPA Phase II Stormwater regulations; and

WHEREAS, the Coalition members recognize the benefits of cooperation to achieve improved water quality and flood control, and;

WHEREAS, the Coalition members have met on a monthly basis beginning in September of 2013 to collaborate on a shared Stormwater Management Program and pool resources to meet the requirements of the U.S. EPA Phase II Stormwater regulations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

- 1. TERM.** The term of this agreement shall be for **five** years and shall commence on January 1, 2023 and terminate on December 31, 2027, unless extended or renewed.
- 2. PURPOSE.** To authorize the work of the Jefferson County Stormwater Coalition whose purpose it is to work collectively to:
 - A. Facilitate the use of existing or future resources, organizations, and programs for the provision of services necessary to comply with the requirements of the U.S. EPA Phase II Stormwater regulations

and the permit conditions of GP-0-10-002 issued by the New York State Department of Environmental Conservation for all of the Coalition members; and,

B. Protect and/or improve the water quality of local surface water bodies (i.e., streams, rivers, lakes) in accordance with State, County, and local water quality regulations, planning documents and policies; and,

C. Research and implement appropriate funding mechanisms to meet the financial needs of compliance with the Phase II Stormwater regulations and GP-0-10-002; and,

D. Cooperatively prepare a template for submission of the Annual Report to the New York State Department of Environmental Conservation on behalf of all Coalition members according to GP-0-10-002.

3. MEMBERSHIP.

A. The Chief Executive Officer of each Coalition Member shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative on the Coalition.

B. Each member of the Coalition shall have one (1) vote at all meetings.

C. In order to take action the Coalition shall utilize the following quorum requirements:

1. 51% of the voting membership constitutes a quorum for all meetings. For approval of meeting minutes, treasurer's reports, voucher payments, annual reports, annual account designation, budgets, grant applications, plans, programs and related items, approval of 51% of the voting membership shall be required.

For actions requiring a supermajority:

2. A supermajority of 75% of the coalition membership shall be required for approval of capital budgets, adoption of by-laws and future amendments thereto, including amendments to the annual membership fee.
3. For entering into contracts, there must be 75% approval by the Coalition members, indicated by execution of a signature page.

D. The Coalition shall elect a Chairman, Vice Chairman, and Secretary and such other officers as it shall deem appropriate, and for such terms as it shall establish, and shall assign to such officers such responsibility and authority, consistent with this Agreement, as it shall deem appropriate. No member of the Coalition shall receive compensation for services as a member or officer of the Coalition, but members may be reimbursed for expenses previously authorized by the Coalition.

E. The Coalition shall appoint a Treasurer. The Coalition shall assign this position to a qualified employee or elected official from the municipality authorized to hold and manage “The Jefferson County Stormwater Coalition” account (See Section 4 Part C). If this individual is not identified as a permanent representative, he/she will be made an ex officio member of the Coalition.

F. The Coalition shall adopt by-laws relating to the conduct of its proceedings and such other administrative matters as it may deem appropriate.

G. The Coalition may admit additional members upon execution of this Agreement to undertake all rights and responsibilities included in this Agreement, and further conditioned upon payment of \$3,500 and the full annual membership fee for that calendar year.

H. This Intermunicipal Agreement and By-Laws shall be reviewed annually by Coalition Members at the annual meeting of the Coalition.

4. FINANCIAL OBLIGATION.

A. Each Coalition Member shall pay an annual membership fee. Membership fees shall be used to fund activities required to fulfill the purposes of the Stormwater Coalition and shall serve as local match funds for federal and state grants awarded to the Coalition. The fee schedule is attached as Appendix A. Future fee schedules shall be established by the Coalition pursuant to Section 3.C.2 above.

B. The Coalition Treasurer shall submit invoices for the annual fee to the designated representative of each Coalition Member no later than January 30 of each calendar year. If, after receipt of such invoice, any Coalition Member shall fail to pay such fee within 60 days (or, for fiscal years that begin later than January 1, within 60 days of the beginning of its next fiscal year), it shall thereupon cease to be a Coalition member.

C. The Coalition shall designate and authorize a qualified municipality to hold and manage a separate Account on behalf of the Coalition, where the annual fees shall be deposited. This account shall be identified as the “Jefferson County Stormwater Coalition.” Such designation shall be reviewed and re-authorized on an annual basis at the Annual Meeting of the Coalition. The authorized municipality may seek reimbursement for administrative expenses to oversee the account.

D. The Coalition shall not incur any financial obligations in excess of the funds on deposit in the Coalition's account.

E. The Coalition may not be dissolved until all accounts payable/receivable, grants or applications, works in progress, existing claims or liabilities by or against the Coalition be fully closed, completed, and/or settled and that upon such dissolution any existing Coalition funds shall be held in escrow for one year pending final settlement of any known existing Coalition obligations, accounts, or debts by the Treasurer who shall be authorized to pay and settle all such obligations, accounts, or debts. To the extent that any Coalition funds are then remaining, the Treasurer shall distribute such funds equally (or on a pro-rata basis depending on whether annual membership fees are equal or not) to the Coalition Members having representatives on the Coalition at the time of dissolution.

- F. Any Coalition Member may withdraw from this Agreement upon 60 days written notice to the Chairman of the Coalition. A Coalition Member which elects to withdraw shall be liable for its full annual contribution as provided in Section 4 of this Agreement of the calendar year in which withdrawal occurs.

5. TERMS AND CONDITIONS.

A. Staff from the Jefferson County Soil & Water Conservation District (JCSWCD) may act as contractors for providing administrative services to the Jefferson County Stormwater Coalition. Administrative services may include preparation of meeting notices, agendas and minutes; research and application for grant funding; contract oversight; and development of annual report templates and other guidance information to assist the individual MS4s in satisfying the requirements of GP-0-10-002. Additional services provided by ECDEP may include, but are not limited to, public education and outreach, public involvement initiatives, assistance with illicit discharge detection and elimination, assistance with construction site compliance oversight, and assistance with employee training. If JCSWCD will act as a consultant to the Coalition, it must submit a proposed annual budget and work plan, including administrative services, to the Coalition on an annual basis for approval, beginning in January 2014. JCSWCD staff time charges may be reimbursed by funds obtained through federal and state grants, unless otherwise approved by the Coalition. The Coalition shall not incur financial obligations to JCSWCD for any services outside of the workplan approved by the Coalition.

B. This Agreement may be modified or amended only in writing duly executed by all Coalition Members, which shall be attached to and become a part of this Agreement.

C. Each Coalition Member shall be solely responsible and liable for its own activities under this Agreement, for obtaining its permit coverage under the SPDES General Permit for Stormwater Discharges from MS4s (GP-0-10-002) and for the preparation, implementation, operation and maintenance of its own stormwater management program including, but not limited to, the required minimum control measures.

6. MISCELLANEOUS.

A. This Agreement constitutes the entire Agreement among and between the Coalition members and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of laws and principles.

B. If any provision, paragraph, sentence, or clause of this agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such shall not affect the remainder of this Agreement and this Agreement shall be construed and enforced, consistent with its expressed purposes, as if such invalid and unenforceable provision, paragraph, sentence, or clause had not been contained herein.

C. Each Coalition Member represents and warrants to the Coalition, and to the other Coalition Members, that it has been fully authorized to execute and to perform this Agreement, and that its execution and performance of this Agreement will not violate any legal duty or restriction.

7. EXECUTION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date first written above.

TOWN OF LERAY

By: _____
Its:
Hereunto Duly Authorized

TOWN OF RUTLAND

By: _____
Its:
Hereunto Duly Authorized

TOWN OF WATERTOWN

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF BLACK RIVER

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF BROWNVILLE

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF CARTHAGE

By: _____
Its:
Hereunto Duly Authorized

VILLAGE OF WEST CARTHAGE

By: _____
Its:
Hereunto Duly Authorized

CITY OF WATERTOWN

By: _____
Its:
Hereunto Duly Authorized

JEFFERSON COUNTY

By: _____
Its:
Hereunto Duly Authorized

**APPENDIX A
TO
INTERMUNICIPAL AGREEMENT
JEFFERSON COUNTY STORMWATER COALITION**

The Fee Schedule commencing January 1 and ending on December 31, 2023 shall be **\$500** per Coalition Member.

WHEREAS the City of Watertown desires to advance the Project and proceed with performing engineering services for the rehabilitation of the Mill Street Bridge (North span) and the Pearl Street Bridge (North span), and

WHEREAS the City of Watertown wishes to enter into a Professional Services Agreement with C&S Engineers for the purpose said engineering services,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Services Agreement with C&S Engineers, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that approval of this resolution is contingent upon approval of the two Bond Ordinances to separately cover the cost of this project, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign Professional Services Agreement with C&S Engineers.

Seconded by Council Member Teresa R. Macaluso

Prior to the vote on the foregoing resolution, Mr. Wood responded to questions from Council Member Walczyk regarding the funding of this project in comparison to the funding for the projects in Resolution No. 3. He clarified the Massey Street, Coffeen Street and Court Street Bridge funding is only for the preliminary design for \$100,000. For the Bridge NY project, he defined the structure of the federal aid contracts that allows for overhead on direct salary costs and the sub-consultant fee. Regarding Council Member Walczyk's question regarding an over watch committee, Mr. Wood indicated that DOT ensures the design and overall construction meets the guidelines so the local municipalities do not jeopardize their funding.

At the call of the chair, a vote was taken on the foregoing resolution and carried with all voting yea.

Resolution No. 6 - Authorizing Intermunicipal Agreement, Jefferson County Stormwater Coalition

Introduced by Council Member Stephen A. Jennings

WHEREAS on October 20, 2014, City Council authorized an Intermunicipal Agreement and joining the Jefferson County Stormwater Coalition, and

WHEREAS the group members recognize the benefits of cooperation to achieve improved quality and a greater cost effective approach for accomplishing same, and

WHEREAS the City Council of the City of Watertown wishes to confirm the decision to continue working with the Coalition by formal Resolution,

NOW THEREFORE BE IT RESOLVED that the City of Watertown hereby confirms continued membership in the Jefferson County Stormwater Coalition, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby authorizes and directs City Manager Sharon Addison to sign the Intermunicipal Agreement, a copy of which is attached and made part of this resolution.

Seconded by Council Member Teresa R. Macaluso

Prior to the vote on the foregoing resolution, Council Member Horbacz asked if the City is mandated to be members of this.

Vicky Murphy, Water Superintendent, replied it is not mandated but the City has been a member for three years. She explained the agreement saves the City time and money because they all run under the same rules so Jefferson County put this together to help everyone. She added this group meets monthly and submits the annual report for the City, as well as gather all the data.

At the call of the chair, a vote was taken on the foregoing resolution and carried with all voting yea.

ORDINANCES

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Partial Reconstruction of the Pearl Street Bridge, in and for Said City

Introduced by Council Member Stephen A. Jennings

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

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

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

Section 1. For the specific object or purpose of paying the cost of the partial reconstruction of the Pearl Street Bridge, in and for the City of Watertown, Jefferson County, New York, including demolition, acquisition and installation of equipment, and surfacing, and including incidental expenses in connection therewith, there are hereby authorized to be issued \$500,000 bonds of said City pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$500,000 and that the plan for the financing thereof is by the issuance of the \$500,000 bonds of said City authorized to be issued pursuant to this bond ordinance, provided however, that the amount of bonds to be issued shall be reduced by the amount of any grant funds received therefor.

January 04, 2024

To: The Honorable Mayor and City Council

From: Eric F Wagenaar, City Manager

Subject: Approving Change Order 1 for Remaining Design and Construction Services for the City Court and Other City Hall Renovations, GYMO Engineering

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

At the October 16, 2023 meeting, the City Council approved the Proposal from GYMO Engineering for the remaining design and construction services for the City Court and Other City Hall Renovations in the amount of \$337,646.40.

It was determined that the replacement of the City Hall Elevator, which was originally included in the Proposal from GYMO Engineering, would be put out to bid as a separate project.

GYMO Engineering has now submitted Change Order No. 1 in the decrease of \$25,200.00, bringing the total contract amount to \$312,446.40. This will remove any fees from the Proposal from GYMO Engineering pertaining to the City Hall Elevator.

Accordingly, a resolution has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1
for the Remaining Design and Construction
Services for City Court and Other
City Hall Renovations,
GYMO Engineering

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS at its April 17, 2023, meeting, the City Council approved the Professional Service Agreement from 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 at its October 16, 2023, meeting, the City Council approved the Proposal from GYMO Engineering for the remaining design and construction services for the City Court and Other City Hall Renovations in the amount of \$337,646.40, and

WHEREAS the Proposal included the design and replacement of the City Hall Elevator, which was put out to bid as a separate project, and

WHEREAS GYMO Engineering has now submitted Change Order No. 1 in the decrease of \$25,200.00 to remove work pertaining to the City Hall Elevator from their Proposal, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown hereby approves Change Order No. 1 from GYMO Engineering in the decrease of \$25,200.00, bringing the total contract amount to \$312,446.40, a copy of which is attached and made part of this Resolution, and

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

Seconded by _____

Change Order

No. 1

Date of Issuance: 01/16/2024

Effective Date: 01/17/2024

Project: Watertown City Court Expansion	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: GYMO Architecture, Engineering, and Land Surveying, D.P.C.		Engineer's Project No.:

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

Description: The original agreement with GYMO included the design and replacement of the City Hall Elevator. However, due to the Elevator Replacement being bid out as a separate project, this part of the agreement must be Removed.

Attachments: (List documents supporting change): Revised Proposal for City Court

Expansion Services

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 337,646.40	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$ 337,646.40	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order: \$ 25,200.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$ 312,446.40	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Meredith Griffin By: _____ By: [Signature]
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: 01/05/2024 Date: _____ Date: 1.5.2024

Approved by Funding Agency (if applicable): _____ Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.



14 December 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 was our fees for the Watertown City Court Expansion project 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 the revised fee is as follows:

21% Preliminary phase.....	\$84,411.60- Paid in full
44% Design Documents phase.....	\$173,546.10
25% Construction Documents phase.....	\$99,214.50
3% Bidding phase.....	\$11,905.74
7% Construction Administration phase.....	\$27,780.06

The elevator scope has since been removed from the original scope of work as the city bid this portion out separately, therefore we will reduce our fees accordingly.

We would like to modify the approved contract for the remaining revised phases, incorporating the elevator replacement being removed from our scope of work, (**\$337,646.40-\$25,200.00**) for the total of **\$312,446.40**

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

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

January 8, 2024

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2023-38 Contracted Hauling Services
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Contracted Hauling Services, per City specifications and publicly opened and read the sealed bids on December 28, 2023, at 11:00 a.m. EST.

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

Vendor Name Location and Point of Contact			Nickles Hauling LLC		T.J. Clement Construction Co.	
			35065 Countryman Road		PO BOX 201	
			Theresa, NY 13691		Watertown, NY 13601	
			Michelle Nickles		Pamela Clement	
			m.nickles72@gmail.com		pam@tjclementconstruction.com	
Description	Qty.	Unit	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required
Contracted Hauling Service as detailed in specifications	1	Hourly	\$140.00	4	\$175.00	4
Contracted Hauling Service (Snow Hauling - non prevailing wage rate)	1	Hourly	\$115.00	4	\$145.00	4
Additional Billable fees (if any)		Hourly	none		\$600.00	PER UNIT snow dump permit/ annual fee

The Purchasing Manager and Public Works Department reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the bid proposal for the Contracted Hauling Services to Nickles Hauling, LLC, Inc. as the lowest responsive responsible bidder at \$140.00 per hour (prevailing wage) and \$115.00 per hour (non-prevailing wage). The hauling of certain materials requires different wage rates, therefore two different wage rates were requested and provided.

This is a one-year contract commencing upon contract signing, with the ability to renew for three (3) additional one-year contracts.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Contracted Hauling
Services – Nickles Hauling, LLC

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS the City's Public Works Department desires to contract with a qualified firm to provide hauling services, as needed, to move a variety of materials to or from work sites and/or specified material suppliers for City Departments, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for contracted hauling services, and


WHEREAS on Monday, December 28, 2023, at 11:00 a.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Public Works Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Nickles Hauling, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Nickles Hauling, LLC at \$140.00 per hour (prevailing wage) and \$115.00 per hour (non-prevailing wage), 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							
			Bid Project:		Contracted Hauling Services					
			Bid Number:		2023-38					
			Bid Opening:		December 28, 2023 @ 11:00a.m.					
			The following results are bids as presented at the bid opening and do not represent an award.							
Vendor Name Location and Point of Contact			Nickles Hauling LLC		T.J. Clement Construction Co.					
			35065 Countryman Road		PO BOX 201					
			Theresa, NY 13691		Watertown, NY 13601					
			Michelle Nickles		Pamela Clement					
			m.nickles72@gmail.com		pam@tjclementconstruction.com					
Description	Qty.	Unit	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required
Contracted Hauling Service as detailed in specifications	1	Hourly	\$140.00	4	\$175.00	4				
Contracted Hauling Service (Snow Hauling - non prevailing wage rate)	1	Hourly	\$115.00	4	\$145.00	4				
Additional Billable fees (if any)		Hourly	none		\$600.00	PER UNIT snow dump permit/ annual fee				

Res. No. 10

January 5, 2024

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Readopting Fiscal Year 2023-24 General Fund Budget – Position Change in the Purchasing Department

The Fiscal Year 2023-24 Budget for the Purchasing Department included an Account Clerk Typist position. Tina Bartlett-Bearup, Purchasing Manager is recommending the position be upgraded to that of a Senior Account Clerk Typist position in order for that position to perform more of the department's mid-level tasks which will then allow the Purchasing Manager to focus on more higher-level department objectives.

The attached resolution re-adopts the Fiscal Year 2023-24 General Fund Budget to eliminate the Account Clerk Typist position and add a Senior Account Clerk Typist position.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2023-24 General
Fund Budget to Change a Position Title
In the Purchasing Department

Council Member KIMBALL, Robert O.

Council Member OLNEY III, Clifford G.

Council Member RUGGIERO, Lisa A.

Council Member SHOEN, Benjamin P.

Mayor PIERCE, Sarah V.C.

Total

YEA	NAY

Introduced by _____

WHEREAS on June 5, 2023 the City Council passed a resolution adopting the Budget for Fiscal Year 2023-24, of which \$54,436,090 was appropriated for the General Fund and,

WHEREAS the FY 2023-24 Budget for the Purchasing Department included an Account Clerk Typist position, and

WHEREAS the Purchasing Manager is recommending the position be upgraded to a Senior Account Clerk Typist in order for that position to perform more of the department's mid-level tasks which will then allow the Purchasing Manager to focus on more higher-level department objectives,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the elimination of the Account Clerk Typist position and adds the Senior Account Clerk Typist position in the Purchasing Department.

Seconded by _____