CITY OF WATERTOWN, NEW YORK
AGENDA
Monday, November 17, 2025
7 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, November 17, 2025, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

PUBLIC HEARING

7:15 p.m.	A Local Law Establishing a Charter Review Commission

RESOLUTIONS

Resolution No. 1 -	Appointment to the Transportation Commission, Amit Raina
Resolution No. 2 -	Nominating Ryan Henry-Wilkinson for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC)
Resolution No. 3 -	Nominating Stanley Zaremba for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC)
Resolution No. 4 -	Approving Request for Shuttle Bus Service, Northern Choral Society
Resolution No. 5 -	Approving Change Order No. 1 for the Ohio Street Water Main Replacement Project, EDGE Civil Corporation
Resolution No. 6 -	Approving the Support of Fort Drum as a Candidate Site for the Department of War’s Advanced Nuclear

Microreactor Initiative and Collaboration with NYSERDA and NYPA

Resolution No. 7 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 1 Asbestos Abatement DSA Services, Inc.

Resolution No. 8 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 2 General Construction Black Horse Group, LLC

Resolution No. 9 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 3 Roofing RSI Roofing, Inc.

Resolution No. 10 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 4 Mechanical Hyde-Stone Mechanical Contractors, Inc.

Resolution No. 11 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 5 Plumbing Hyde-Stone Mechanical Contractors, Inc.

Resolution No. 12 - Accepting Bid for Watertown City Court Renovation Project – Contract No. 6 Electrical Watson Electric, Inc.

Resolution No. 13 - Approving Change Order No. 2 for Design and Construction Services for the City Court and Other City Hall Renovations, GYMO Engineering

Resolution No. 14 - Authorizing Professional Services Agreement for Special Inspection Services Associated with the Watertown City Court Renovation Project with Atlantic Testing Laboratories

Resolution No. 15 - Authorizing Professional Services Agreement for Air Monitoring Services Associated with the Watertown City Court Renovation Project with Energy & Environment, LLC

Resolution No. 16 - Authorizing Professional Services Agreement with GYMO Architecture, Engineering & Land Surveying, D.P.C. City for Construction Management of the Watertown City Court Renovation Project

Resolution No. 17 - Directing the City Manager to Fill the Deputy City Comptroller Position in Accordance with the City Charter *§42-4*

ORDINANCES

Ordinance No. 1 - An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

LOCAL LAW

OLD BUSINESS

Tabled Resolution — Re-Authorizing Fund Raising Through the Northern New York Community Foundation For the Construction of a Skate Park (Extended Fund Raising Period)

Proposed Local Law of 2025 — A Local Law Establishing a Charter Review Commission

STAFF REPORTS

1. Annual Board and Commission Appointments
2. Sale of Surplus Hydro-Electricity – October 2025
3. Sales Tax Revenue – October 2025

NEW BUSINESS

EXECUTIVE SESSION

To discuss the employment history of a particular individual.

ADJOURNMENT

WORK SESSION

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 1, 2025.

Res No. 1

November 17, 2025

To: Members of the City Council

From: Eric Wagenaar, City Manager

Subject: Appointment to the Transportation Commission, Amit Raina

There is currently one vacancy on the Transportation Commission.

A staff report was presented to Council at the November 3, 2025, meeting regarding a letter of interest that had been received from Amit Raina.

Attached for Council's consideration is the appointment of this individual.

Resolution No. 1 November 17, 2025

RESOLUTION

Appointment to the Transportation Commission, Amit Raina

	YEA	NAY
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 ……..		

Introduced by _____

BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby appoints the following individual to the Transportation Commission, for a three-year term, such term expires April 1, 2027.

Amit Raina
389 Pawling Street
Watertown, NY 13601

Seconded by _____

Res Nos. 2 and 3

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Nominating Ryan Henry-Wilkinson for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC)

As requested by the Community Action Planning Council of Jefferson County, Inc. (CAPC), a resolution has been prepared to nominate Ryan Henry-Wilkinson and Stanley Zaremba as a designee of Mayor, Sarah Pierce and Council Member Lisa Ruggiero, to their Board of Directors to serve a two-year term expiring on December 31, 2027.

The attached resolutions have been prepared for City Council consideration.

Community Action Planning Council of Jefferson County, Inc.

Head Start/Pre-K - Housing & Energy Services - Child Care Resource and Referral Center - Family Center

October 17, 2025

Mr. Eric Wagenaar
City Manager
City of Watertown
245 Washington Street Room 302, Municipal Building
Watertown, NY 13601

RE: City of Watertown nomination to the Community Action Planning Council of Jefferson County's Board of Directors

Eric:

We are reaching out to you to facilitate the next steps towards re-nominating two representatives to the C.A.C.P. Board of Directors. As part of our bylaws the City of Watertown nominates two representatives to our Board of Directors. Currently, both Stan Zaremba and Ryan-Henry Wilkinson term ends on December 31st, 2025.

Both Stan and Ryan are integral members of the CAPC board and we recommend that they are re-nominated as representatives of the City of Watertown.

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

Sincerely,

Craig Cashman, M.S.W. / C.E.O.

cc: Sarah Pierce

Cheryl Mayforth

Resolution No. 2 November 17, 2025

RESOLUTION

Nominating Ryan Henry-Wilkinson for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC)

	YEA	NAY
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 ……..		

Introduced by _____

BE IT RESOLVED that the following individual is hereby nominated for membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC), **as the designee of Mayor Sarah V.C. Pierce**, for a term expiring on December 31, 2027:

Ryan Henry-Wilkinson
520 Holcomb Street
Watertown, NY 13601

Seconded by _____

Resolution No. 3 November 17, 2025

RESOLUTION

Nominating Stanley Zaremba for Membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC)

	YEA	NAY
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 ……..		

Introduced by _____

BE IT RESOLVED that the following individual is hereby nominated for membership on the Board of Directors of the Community Action Planning Council of Jefferson County, Inc. (CAPC), **as the designee of Council Member Lisa Ruggiero**, for a term expiring on December 31, 2027:

Stanley Zaremba
247 Wealtha Ave, Apt 647A
Watertown, NY 13601

Seconded by _____

Res No. 4

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving Request for Shuttle Bus Service, Northern Choral Society

Each year, the Northern Choral Society performs a holiday concert at the Asbury United Methodist Church. In the past, we have provided a shuttle bus service for the patrons of the concert at no charge.

The Northern Choral Society has again requested this service for their concert on Saturday, December 6th, and Sunday, December 7th, 2025, at 3:00 p.m. on both days. As noted in the attached report of Brandi Smith, the Transit Director, it is recommended that the City of Watertown again provide this service in accordance with our Shuttle Bus Policy.

A resolution approving the request for shuttle bus service for the Northern Choral Society is attached for City Council consideration.

MEMORANDOM

To: Eric Wagenaar, City Manager

From: Brandi Smith, Transit Director

Reason: Request for Shuttle Bus Service from Northern Choral Society

Event Dates and Times: Saturday, December 6th, and Sunday, December 7th, 2025 at 3:00 p.m.

CitiBus has been proudly requested by the Northern Choral Society to provide a shuttle service for their annual Christmas concert, at the Asbury United Methodist Church, 327 Franklin Street, on Saturday, December 6th, and Sunday, December 7th, 2025. Both concerts will begin at 3:00 p.m., and our Transit Supervisor, Doreen Berry, has been working diligently with the Society's Board President, David Elmer, to work out all the details. Furthermore, we will be providing Paratransit service, if requested, by any of our Paratransit clients, mirroring the same hours that we are providing shuttle service

As in the past, we will begin shuttling performers/passengers an hour before the concert's start time, which for this year will be 2:00 p.m. The bus will be shuttling from the City Hall parking lot on Sterling Street, as well as from the parking lot at First Presbyterian Church parking lot on Academy Street. Upon the completion of the concert, we will shuttle attendees back to the above-mentioned parking lots.

We have provided this shuttle service since 2004, and when Mr. Hayes requested FTA's opinion, he was advised by the Office of Chief Council that provided the City did not charge or accept any funds from the entity that it is receiving this service, the City would be able to provide service for this annual event.

As such, it is my recommendation to provide this shuttle service for the enjoyment of our community.

Please feel free to contact me if you have any questions or require additional information.

Resolution No. 4 November 17, 2025

RESOLUTION

Approving Request for Shuttle Bus Service, Northern Choral Society

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the Northern Choral Society has performed a holiday concert at the Asbury United Methodist Church for the benefit of the citizens for years, and

WHEREAS the City of Watertown had graciously provided shuttle bus service for this concert at no charge to the riders or the Northern Choral Society since 2004, and

WHEREAS it is the recommendation of the Transit Director to continue this service as part of the City of Watertown's Charter Bus Policy,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, approves providing the shuttle bus service at no charge for the Northern Choral Society concert planned for Saturday, December 6th and Sunday, December 7, 2025, at the Asbury United Methodist Church on Franklin Street.

Seconded by _____

Res No. 5 November 17, 2025

To: The Honorable Mayor and City Council

From: Thomas Compo, P.E., City Engineer

Subject: Approving Change Order No. 1 for the Ohio Street Water Main Replacement Project, EDGE Civil Corporation

At the January 16, 2024, meeting, City Council approved the bid for the Ohio Street Water Main Replacement Project to EDGE Civil Corporation in the amount of $834,974.00.

EDGE Civil Corporation has now submitted Change Order No. 1 for a $39,910.91 decrease, bringing the final construction cost to $795,063.09. This change order will cover price adjustments to various field and contract items, and allow for the final payment of this project to be issued.

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

Resolution No. 5 November 17, 2025

RESOLUTION

Approving Change Order No. 1
for the Ohio Street Water Main
Replacement Project,
EDGE Civil Corporation

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS at its January 16, 2024, meeting, the City Council approved a bid from EDGE Civil Corporation in the amount of $834,974.00 for the Ohio Street Water Main Replacement Project, and

WHEREAS there have been various price adjustments to field and contract items that need to be addressed before a final payment can be issued, and

WHEREAS EDGE Civil Corporation has now submitted Change Order No. 1 for a decrease of $39,910.91, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 1 from EDGE Civil Corporation for a decrease of $39,910.91, a copy of which is attached and made part of this Resolution, bringing the total contract amount to $795,063.09, and

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

Seconded by _____

CHANGE ORDER NO.: #1

Owner:	City of Watertown	Owner's Project No.:	
Engineer:	Aubertine and Currier, PLLC	Engineer's Project No.:	2022-045
Contractor:	Edge Civil Corporation	Contractor's Project No.:	
Project:	Ohio Street Watermain Replacement		
Contract Name:			
Date Issued:	10/22/2025	Effective Date of Change Order:	11/03/2025

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

Description:

Change in Contract Price.

Contract price adjustment to include the DEDUCT of $69,495.50 of the Contract Price. The DEDUCT will include $40,000 of Bid Item #031-Field Allowance, and the balance of Over/Under Quantities at the project completion.

Contract price adjustment to include the ADD of $29,584.59 of the Contract Price The ADD included the total costs incurred of Field Change Order and required T&M work during construction.

$69,495.50 - $29,584.59= $39,910.91 (Decrease of Contract Price)

Attachments:

Summary of Field Change Order Cost Proposals and T&M Work Sheet, dated 10/22/2025.
Final Over/Under Summary Sheet, dated 10/22/2025

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Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: $ 834,974.00	Original Contract Times: Substantial Completion: 6/22/2024 Ready for final payment: 11/23/2024
[Increase] [Decrease] from previously approved Change Order No. **[Number of previous Change Order]**: $	**[Increase] [Decrease]** from previously approved Change Orders No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
Decrease this Change Order: $ 39,910.91	Increase this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $ 795,063.09	Contract Times with all approved Change Orders: Substantial Completion: 11/23/2024 Ready for final payment: 11/03/2025

Recommended by Engineer (if required)	Accepted by Contractor
By: Matthew R. Morgia	Edward C Rd
Title: Matthew R. Morgia PE	PRESIDENT
Date: 10/28/2025	10-28-2025
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

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Res No. 6

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Approving the Support of Fort Drum as a Candidate Site for the Department of War's Advanced Nuclear Microreactor Initiative and Collaboration with NYSERDA and NYPA

The United States Department of War (DoW), through the Defense Innovation Unit and U.S. Army, has launched an Advanced Nuclear Power for Installations (ANPI) initiative to enhance energy resilience and mission readiness at military installations. Fort Drum, located within Jefferson County, serves as a strong candidate for the deployment of advanced nuclear technology and possesses unique infrastructure advantages.

The City of Watertown would greatly benefit from the significant economic opportunities of this initiative, including job creation, long-term workforce development, and enhanced regional energy security. Fort Drum plays a vital role in the stability and growth of the Watertown community, as many military personnel, civilian employees, and their families live, work, and shop in the city. Given Fort Drum's substantial contribution to community growth and economic vitality, it is in the City of Watertown's best interest to fully support Fort Drum in this initiative.

It is recommended that the City Council adopt the attached resolution supporting Fort Drum as a host site for the ANPI initiative and expressing the City's willingness to work with NYPA, NYSERDA, and federal partners in exploring advanced nuclear energy technologies in Jefferson County.

Resolution No. 6 November 17, 2025

RESOLUTION

Approving the Support of Fort Drum as a Candidate Site for the Department of War's Advanced Nuclear Microreactor Initiative and Collaboration with NYSERDA and NYPA

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the United States Department of War (DoW), through the Defense Innovation Unit and the U.S. Army, has launched the Advanced Nuclear Power for Installations (ANPI) initiative to enhance energy resilience and mission readiness at military installations, and

WHEREAS microreactor technology offers scalable, emission-free, dispatchable, and resilient power generation with reduced reliance on fossil fuels, supporting critical infrastructure and defense operations in all conditions, and

WHEREAS Fort Drum, located in Jefferson County, serves as a key power projection platform for the U.S. Army and has been identified by Army assessments and federal leadership as a strong candidate for deployment of advanced nuclear technology, and

WHEREAS Fort Drum possesses unique infrastructure advantages, operational control of its utilities, and a skilled workforce capable of supporting such technology, and enjoys longstanding public, state, and federal support for energy security initiatives, and

WHEREAS the City of Watertown recognizes the significant economic and strategic benefits of this initiative, including job creation, long-term workforce development, and enhanced regional energy security, and

WHEREAS New York Governor has directed New York Power Authority (NYPA) to develop at least 1GW of new nuclear power and tasked New York Energy Research and Development Authority (NYSERDA) with the production of a Master Plan for Responsible Advanced Nuclear Development in New York State as part of its clean energy strategy,

NOW, THEREFORE, BE IT RESOLVED that the City of Watertown fully supports Fort Drum as a host site for the Department of Defense's microreactor program under the ANPI initiative, and

BE IT FURTHER RESOLVED that the City of Watertown formally expresses its willingness to collaborate with NYSERDA, NYPA, and federal partners in evaluating and supporting the deployment of advanced nuclear energy technologies within the County.

Seconded by _____

Res Nos. 7, 8, 9, 10, 11, and 12

November 17, 2025

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2025-20 Watertown City Court Renovation Project
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for the Watertown City Court Renovation Project, per City specifications, and publicly opened and read the sealed bids on October 30, 2025, at 2:00 p.m. EST. Bids were provided to seven (7) plan houses and eighty-five (85) potential vendors.

The Purchasing Department received twenty-seven (27) sealed bid submittals and the bid tabulations are attached.

The Purchasing Manager and Engineering Department, in consultation with GYMO Architecture Engineering & Land Surveying DPC, reviewed the responses to ensure compliance with the specifications and hereby recommend that the City Council award the total base bids for the Watertown City Court Renovation Project as follows:

- **Contract #1 – Asbestos Abatement:** DSA Services, Inc. as the lowest responsive responsible bidder at a total price of **$307,000.00**
- **Contract #2 – General Construction:** Black Horse Group, LLC as the lowest responsive responsible bidder at a total price of **$2,776,075.00**
- **Contract #3 – Roofing:** RSI Roofing, Inc. as the lowest responsive responsible bidder at a total price of **$549,290.00.**
- **Contract #4 – Mechanical:** Hyde-Stone Mechanical Contractors, Inc. as the lowest responsive responsible bidder at a total price of **$1,933,878.00.**
- **Contract #5 – Plumbing:** Hyde-Stone Mechanical Contractors, Inc. as the lowest responsive responsible bidder at a total price of **$163,800.00.**
- **Contract #6 – Electrical:** Watson Electric, Inc. as the lowest responsive responsible bidder at a total price of **$477,000.00.**

Total Project Award Recommendation: $6,207,043.00

Acceptance of this bid is contingent upon the passing of the bond ordinance which is included in tonight's agenda.

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

November 5, 2025

Mr. Thomas Compo
City Engineer
City of Watertown
245 Washington Street
Watertown, New York 13601

RE: City of Watertown – City Court Expansion Project
GYMO Project No. 2023-020
Contract Award Recommendation

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS
Peter S. Clough
Zachary P. Scordo
Mark Tompkins
McKenzee Fisk-Kamide

18969 US Route 11
Watertown, New York 13601

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

E-mail: pclough@gymodpc.com

Dear Mr. Compo:

Bid proposals were received on Thursday, October 30, 2025, for the above referenced project. A total of twenty-seven (27) bids were received for the City Hall Renovation project (see attached bid tabulation sheet). We are pleased to report active and competitive bidding resulting in a favorable outcome in terms of the overall budget. Due to the competitive nature of this project, bids came in lower than project estimates.

Summary
Based on our review and familiarity with the low bidders for each contract we are recommending the following low bidders for each contract:

- **Contract #1: Abatement**
  - DSA
    Total Award: $ 307,000.00
- **Contract #2: General Construction**
  - Black Horse Group
    Total Award: $ 2,776,075.00
- **Contract #3: Roofing**
  - RSI
    Total Award: $ 549,290.00
- **Contract #4: Mechanical**
  - Hyde-Stone
    Total Award: $ 1,933,878.00
- **Contract #5: Plumbing**
  - Hyde-Stone
    Total Award: $ 163,800.00
- **Contract #6: Electrical**
  - Watson Electric
    Total Award: $ 477,000.00

1. Bonds & Insurance
Once the award is approved by the board, GYMO will work with the City Purchasing Department to obtain and review each firm's bonds and insurances to ensure they meet the requirements established by the city in the bid documents.

2. Schedule

The following is an outline of the milestone schedule for each scope of work included in the project. Each of the contractors have confirmed their ability to meet the milestones outlined in the schedule.

City of Watertown			
City Court Renovation Project			
Milestone Schedule			
Main Building	**Mobilization**	**Substantial Completion**	**Final Completion**
Asbestos Abatement (Basement & 1st Floor)	12/22/2025	2/6/2026	2/11/2026
Asbestos Abatement (2nd & 3rd Floor)	12/22/2025	12/31/2025	1/5/2026
Interior Renovations (Basement & 1st Floor)	2/9/2026	10/16/2026	10/30/2026
New Access Ramp	5/18/2026	10/10/2026	10/24/2026
Building Envelope (Roofing, Siding, Windows)	5/18/2026	9/11/2026	9/25/2026
New Entrance Vestibule	5/18/2026	10/10/2026	10/24/2026
Lobby Renovation	5/18/2026	8/21/2026	9/4/2026
Interior Renovations (2nd & 3rd Floor)	6/1/2026	7/31/2026	8/14/2026
Mechanical Improvements - Rooftop	6/1/2026	7/31/2026	8/14/2026

3.Staffing & Sub-Contractors

Each of the contractors have provided the following information regarding project staffing and proposed subcontractors.

Abatement: DSA Services

DSA Services is located in Boonville, NY. They have extensive experience completing abatement projects for municipalities in New York State. The project manager will be Mark Jamison. They will self-perform a number of work items and indicated sufficient manpower to complete the scope per the project schedule.

General Construction: Black Horse Group

Black Horse Group is located in Watertown, NY. The project manager will be Georgia Pellham, and the site superintendent will be Brad Drake. They will self-perform a number of the work items and have indicated sufficient manpower to complete the scope of work. They have preliminary identified the following subcontractors:

- Structural Steel
  - Cardinal Construction of NY
- Doors & Hardware
  - Kelly Brothers
- Windows and Aluminum Storefronts
  - Northern Glass
- Casework
  - DP Styles
- Detention Equipment/Finishes/Furnishings
  - Maximum Security
- Masonry
  - Di Peso Contractors
- Painting
  - Scott Burgess Painting
- Exterior Finish System
  - ICAP/Dekton
- Flooring
  - To be determined

Roofing: RSI Roofing

RSI Roofing is located in Gouverneur, NY. Having completed roofing projects throughout the region, including projects managed and designed by GYMO, RSI has extensive experience with roof removals and installations. They will self-perform the work and are currently identifying their management team for this project.

Mechanical and Plumbing: Hyde-Stone

Hyde-Stone is located in Watertown, NY. They have completed a multitude of projects in northern New York on projects managed and designed by GYMO. Jody Williams will serve as site superintendent. They have preliminary identified the following subcontractors / vendors:

- Mechanical Equipment
  - Modular Comfort / Daiken
- Exhaust Fans & Hoods
  - Herman HVAC / Greenheck
- Temperature Controls
  - Siemens
- Testing and Balancing
  - Massive Testing and Balancing
- Insulation
  - MG Industrial Insulation

Electrical: Watson Electric

Watson Electric is located in Norwood, NY. Watson Electric has previously completed projects throughout the North Country. In addition, GYMO has worked with Watson Electric on several school and housing

authority projects. The project manager will be Bob Watson Jr., and the site superintendent is to be determined. They have preliminary identified the following subcontractors / vendors:

- Fire Alarm System
  - NCC
- Lighting
  - Quality Lighting
- Lighting Control System
  - Wattstopper

4.Experience

Asbestos Abatement: DSA Services

DSA Services has experience completing asbestos, lead and PCB projects for municipalities in New York State. They have completed projects of this size and larger in the past. GYMO Construction Management is currently working with DSA on a project with General Brown CSD.

DSA Services has the experience and expertise to execute the Watertown City Court Expansion Project.

General Construction: Black Horse Group

Black Horse group has completed projects for the several local school districts and numerous projects on Fort Drum in the past. They have extensive experience performing General Construction work on commercial projects and have completed projects of this size and larger in the past.

Black Horse Group has the experience and expertise to execute the Watertown City Court Expansion Project.

Roofing: RSI Roofing

RSI Roofing has completed roofing projects throughout the region, including projects managed and designed by GYMO. RSI has extensive experience with roof removals and installations in the region.

RSI Roofing has the experience to execute the Watertown City Court Expansion Project.

HVAC and Plumbing: Hyde-Stone

Hyde-Stone has extensive experience performing commercial HVAC and Plumbing installations throughout the North Country. They are also certified as a Master Plumber by the City of Watertown. GYMO has managed numerous projects where Hyde-Stone served as the HVAC and Plumbing Contractor. They have extensive experience performing Mechanical work at K-12 school districts and municipalities. They have completed projects of this size and larger in the past. GYMO's Construction Management division is currently workings with them at Thousand Island CSD.

Hyde-Stone has the experience and expertise to execute the Watertown City Court Expansion Project.

Electrical: Watson Electric

Watson Electric has completed many K-12 and municipal projects throughout the region. This work has given them extensive experience performing Electrical work at commercial facilities. They have completed projects of this size and larger in the past. GYMO's Construction Management division is currently workings with them at General Brown CSD.

Watson Electric has the experience and expertise to execute the Watertown City Court Expansion Project.

5.Recommendation

The low bidders have confirmed their desire to enter into a contract with the City of Watertown for their stipulated bid amount and to complete the work in accordance with the established milestone schedule. GYMO has reviewed the scope of work with each contractor and confirmed all construction items are included in the recommended award. We take no exception to awarding each firm a contract.

Upon your direction, GYMO will work City of Watertown representatives to prepare an Owner / Contractor Agreement for Contractor signature.

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

Very Truly Yours,

Scott Soules

Scott Soules, AIA
Principal / Architect
GYMO Architecture

Peter S. Clough, MPA
Dir. of Construction Management
GYMO Construction Management

Enc: Bid Tabulation Sheet
Budget Summary

GYMO Construction Management

City of Watertown - Court House Project — **BID TABULATION SHEET**

Project No. 2023-020 — **10/30/2025**

CONTRACT NO. 1 - ASBESTOS ABATEMENT

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD	Alternate #1 Flooring Mastic Removal Deduct	Total Bid
DSA Services Boonville, NY	X	X	X	X	X	$253,000.00	$4,000.00	$50,000.00	-$7,000.00	$307,000.00
AAC Waddington, NY	X	X	X	X	X	$299,340.00	$16,660.00	$50,000.00	-$36,800.00	$366,000.00
Kascon Waterville, NY	X	X	X	X	X	$323,000.00	$15,000.00	$50,000.00	-$14,000.00	$388,000.00
NRC EAST ENVIRONMENTAL SERVICES Syracuse, NY	X	X	X	X	X	$337,400.00	$10,600.00	$50,000.00	-$87,935.00	$398,000.00
MJs Contracting Waterville, NY	X	X	X	X	X	$363,650.00	$28,700.00	$50,000.00	-$19,700.00	$442,350.00
Sessler Environmental Macedon, NY	X	X	X	X	X	$398,400.00	$10,100.00	$50,000.00	-$27,600.00	$458,500.00
Two Brothers Westmoreland, NY	X	X	X	X	X	$410,352.00	$11,648.00	$50,000.00	-$15,000.00	$472,000.00
Empire Building Diagnostics Lackawanna, NY						*Bid is rejected for use of improper bid form*				$144,390.00
Patriot Sons Syracuse, NY						*Bid is rejected for use of improper bid form*				$158,000.00

City of Watertown - Court House Project **BID TABULATION SHEET**

Project No. 2023-020 **10/30/2025**

CONTRACT NO. 2 - GENERAL CONSTRUCTION

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #2 Allowance ADD	Alternate #1 Flooring Mastic Removal Add	Total Bid
Blackhorse Watertown, NY	X	X	X	X	X	$2,651,075.00	$25,000.00	$100,000.00	$18,300.00	$2,776,075.00
Con Tech Building Systems Gouverneur, NY	X	X	X	X	X	$2,141,500.00	$642,500.00	$100,000.00	$23,000.00	$2,884,000.00
Northern Tier Contracting Gouverneur, NY	X	X	X	X	X	$2,887,425.00	$17,575.00	$100,000.00	$16,500.00	$3,005,000.00
Powis Contracting Copenhagen, NY	X	X	X	X	X	$3,005,000.00	$35,000.00	$100,000.00	$38,500.00	$3,140,000.00
DC Builders Watertown, NY	X	X	X	X	X	$3,259,000.00	$10,000.00	$100,000.00	$10,000.00	$3,369,000.00

CONTRACT NO. 3 - ROOFING

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Roof Area A ADD	Bid Item #2 Roof Area B ADD	Bid Item #3 Allowance ADD		Total Bid
RSI Roofing Gouverneur, NY	X	X	X	X	X	$238,500.00	$235,790.00	$75,000.00		$549,290.00
Elmer Davis Roofing Rochester, NY	X	X	X	X	X	$265,000.00	$250,000.00	$75,000.00		$590,000.00

CONTRACT NO. 4 - MECHANICAL

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Hyde-Stone Mechanical Watertown, NY	X	X	X	X	X	$1,266,213.00	$567,665.00	$100,000.00		$1,933,878.00
Black River Plumbing & Heating Black River, NY	X	X	X	X	X	$1,293,000.00	$621,000.00	$100,000.00		$2,014,000.00
J.E. Sheehan Contracting Potsdam, NY	X	X	X	X	X	$1,500,600.00	$769,300.00	$100,000.00		$2,369,900.00

City of Watertown - Court House Project **BID TABULATION SHEET**

Project No. 2023-020 **10/30/2025**

CONTRACT NO.5 - PLUMBING

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Hyde-Stone Mechanical Watertown, NY	X	X	X	X	X	$121,000.00	$2,800.00	$40,000.00		$163,800.00

CONTRACT NO.6 - ELECTRICAL

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Watson Electric Norwood, NY	X	X	X	X	X	$337,000.00	$70,000.00	$70,000.00		$477,000.00
Northern Pioneer Contractors Glenfield, NY	X	X	X	X	X	$368,500.00	$81,000.00	$70,000.00		$519,500.00
Lawman Heating & Cooling Sackets Harbor, NY	X	X	X	X	X	$387,012.00	$69,438.00	$70,000.00		$526,450.00
ENI Mechanical Gouverneur, NY	X	X	X	X	X	$469,000.00	$50,000.00	$70,000.00		$589,000.00
Blackstone Electric Dexter, NY	X	X	X	X	X	$469,804.00	$66,840.00	$70,000.00		$606,644.00
Scriba Electric Oswego, NY	X	X	X	X	X	$465,000.00	$168,000.00	$70,000.00		$633,000.00
S&L Electric Inc Colton, NY	X	X	X	X	X	$542,000.00	$66,000.00	$70,000.00		$678,000.00

City of Watertown **Project Completion** **Project No. 2023-020**

City Court Expansion Project **11/7/2025**

No.	PHASE 1 CONTRACTOR	ORIGINAL CONTRACT	CURRENT CONTRACT VALUE	COMPLETED		% COMPLETED	REMAINING	PAY PERIOD ENDING
1	**Hazardous Materials** DSA Services	$307,000.00	$307,000.00	$0.00	0	0.00%	$307,000.00	
2	**General Construction** Black Horse Group, LLC	$2,776,075.00	$2,776,075.00	$0.00	0	0.00%	$2,776,075.00	
3	**Roofing** RSI Roofing	$549,290.00	$549,290.00	$0.00	0	0.00%	$549,290.00	
4	**Mechanical** Hyde Stone Mechanical	$477,000.00	$477,000.00	$0.00	0	0.00%	$477,000.00	
5	**Plumbing** Hyde Stone Mechanical	$1,933,878.00	$1,933,878.00	$0.00	0	0.00%	$1,933,878.00	
6	**Electrical** Watson Electric	$163,800.00	$163,800.00	$0.00	0	0.00%	$163,800.00	
	TOTALS	$6,207,043.00	$6,207,043.00	$0.00		0.00%	$6,207,043.00	

City of Watertown | **Budget Summary** | **2023-020**

City Court Expansion Project | **11/7/2025**

Phase 1

	A	B	C			D (A + C)	E (B - C)
	Beginning	Contingency	Change Orders or Budget Adjustments			Current Contract	Contingency
Contract	Contract	4.0%	Add	Deduct	Pending	Amount/Encumb.	Remaining
Hazardous Materials DSA Services	$307,000	$12,280	$ -	$ -	$ -	$307,000	$12,280
General Construction Black Horse Group	$2,776,075	$111,043	$ -	$ -	$ -	$2,776,075	$111,043
Roofing RSI Roofing	$549,290	$21,972	$ -	$ -	$ -	$549,290	$21,972
Mechanical Hyde Stone Mechanical	$1,933,878	$77,355	$ -	$ -	$ -	$1,933,878	$77,355
Electrical Watson Electric	$477,000	$19,080	$ -	$ -	$ -	$477,000	$19,080
Plumbing Hyde Stone Mechanical	$163,800	$6,552	$ -	$ -	$ -	$163,800	$6,552
Construction Subtotal	**$6,207,043**	**$248,282**	**$0**	**$0**	**$0**	**$6,207,043**	**$248,282**

Phase 1 - Incidentals

Item	Budget	Contingency	Add	Deduct	Pending	Current Amount	Amount Remaining
Architect / Engineer	$521,392	$0	$0	$0	$0	$521,392	$0
Construction Management	$397,000	$0	$0	$0	$0	$397,000	$0
Administrative / City Expenses	$75,000	$0	$0	$0	$0	$75,000	$0
Special Inspections	$20,000	$0	$0	$0	$0	$20,000	$0
Air Monitoring	$50,000	$0	$0	$0	$0	$50,000	$0
Incidental Contingency	$25,000	$0	$0	$0	$0	$25,000	$0
Incidentals Subtotal	**$1,088,392**	**$0**	**$0**	**$0**	**$0**	**$1,088,392**	**$0**
Total	**$7,295,435**	**$248,282**	**$0**	**$0**	**$0**	**$7,295,435**	**$248,282**
Construction Total	**$6,207,043**	**$248,282**	**$0**	**$0**	**$0**	**$6,207,043**	**$248,282**
Incidentals Total	**$1,088,392**	**$0**	**$0**	**$0**	**$0**	**$1,088,392**	**$0**

Total Project Cost	***$7,543,716***	***Current Contingency (for all phases)***	**$248,282**
		Pending or Proposed Changes	*$0*
		Net Projected Contingency Remaining	***$248,282***

City of Watertown | **Allowance Summary** | **2023-020**

City Court Expansion Project | **11/7/2025**

Contract No.	Contractor	Allow #	Description	Pending	Add/Deduct	Status
Hazardous	DSA Services					
	$50,000					
			Subtotal	$ -	$ -	
			Remaining Hazardous Materials Allowance Total		$ 50,000.00	
General Construction	Black Horse Group					
	$100,000					
			Subtotal	$ -	$ -	
			Remaining General Construction Allowance Total		$ 100,000.00	
Roofing	RSI Roofing					
	$75,000					
			Subtotal	$ -	$ -	
			Remaining Roofing Total		$ 75,000.00	
Mechanical	Hyde Stone Mechanical					
	$100,000					
			Subtotal	$ -	$ -	
			Remaining Mechanical Total		$ 100,000.00	
Plumbing	Hyde Stone Mechanical					
	$40,000					
			Subtotal	$ -	$ -	
			Remaining Plumbing Total		$ 40,000.00	
Electrical	Watson Electric					
	$70,000					
			Subtotal	$ -	$ -	
			Remaining Electrical Total		$ 70,000.00	
			Remaining Allowance Total	$ -	$ 435,000.00	

City of Watertown | **Change Order Summary** | **2023-020**

City Court Expansion Project | **11/7/2025**

Contract No.	Contractor	Change Order #	Description	Pending	Add	Deduct	Net Change Order Amount	Status
Hazardous Materials	DSA Services							
			Hazardous Material Total	$ -	$ -	$ -	$ -	
General Constructio	Black Horse Group							
							$ -	
							$ -	
			General Construction Total	$ -	$ -	$ -	$ -	
Roofing	RSI Roofing							
			Roofing Total	$ -	$ -	$ -	$ -	
Mechanical	Hyde Stone Mechanical							
			Mechanical Total	$ -	$ -	$ -	$ -	
Plumbing	Hyde Stone Mechanical							
			Plumbing Total	$ -	$ -	$ -	$ -	
Electrical	Watson Electric							
			Electrical Total	$ -	$ -	$ -	$ -	
			Total	$ -	$ -	$ -	$ -	

City of Watertown | **Cost Allocation Summary** | **Project No. 2023-020**
City Court Expansion Project | **11/7/2025**

CONSTRUCTION

Contract	Basement & 1st Floor	2nd Floor, 3rd Floor & Penthouse	Total Cost
Hazardous Materials			
Schedule of Values	$303,000	$4,000	$307,000
Allowance ($50,000)			$0
Change Orders			$0
Subtotal	$303,000	$4,000	$307,000
General Construction			
Schedule of Values	$2,751,075	$25,000	$2,776,075
Allowance ($1000,000)			$0
Change Orders			$0
Subtotal	$2,751,075	$25,000	$2,776,075
Roofing			
Schedule of Values	$273,500	$275,790	$549,290
Allowance ($75,000)			$0
Change Orders			$0
Subtotal	$273,500	$275,790	$549,290
HVAC			
Schedule of Values	$1,316,213	$617,665	$1,933,878
Allowance ($100,000)			$0
Change Orders			$0
Subtotal	$1,316,213	$617,665	$1,933,878
Plumbing			
Schedule of Values	$161,000	$2,800	$163,800
Allowance ($40,000)			$0
Change Orders			$0
Subtotal	$161,000	$2,800	$163,800
Electrical			
Schedule of Values	$387,000	$90,000	$477,000
Allowance ($70,000)			$0
Change Orders			$0
Subtotal	$387,000	$90,000	$477,000
Construction Subtotal	**$5,191,788**	**$1,015,255**	**$6,207,043**

Incidentals

	Basement & 1st Floor	2nd Floor, 3rd Floor & Penthouse	Total Cost
Architect / Engineer	$436,111	$85,281	$521,392
Construction Management	$332,065	$64,935	$397,000
Administrative Expenses	$62,733	$12,267	$75,000
Insurance	$0	$0	$0
Legal Services - Local	$0	$0	$0
Legal Services - Bond Counsel	$0	$0	$0
Special Inspections	$16,729	$3,271	$20,000
Air Monitoring	$45,000	$5,000	$50,000
Incidental Contingency	$20,911	$4,089	$25,000
Incidental Subtotal	$913,547	$174,845	$1,088,392
Project Total	**$6,105,335**	**$1,190,100**	**$7,295,435**

City of Watertown - City Court Expansion Project - Cash Flow Projections

Item	Thru October 2025	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Total
Construction	$0	$0	$0	$100,000	$350,000	$350,000	$400,000	$650,000	$800,000	$800,000	$800,000	$750,000	$450,000	$300,000	$250,000	$200,000	$6,200,000
Incidentals	$313,172	$49,000	$62,000	$87,000	$87,000	$39,300	$39,300	$44,300	$64,300	$44,300	$44,300	$37,800	$37,800	$37,800	$18,300	$42,300	$1,047,972
A/E	$308,172	$49,000	$40,000	$40,000	$30,000	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$4,800	$519,972
CM	$0	$0	$22,000	$30,000	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000	$32,000	$12,500	$12,500	$397,000
Other	$5,000	$0	$0	$17,000	$25,000	$2,500	$2,500	$7,500	$27,500	$7,500	$7,500	$1,000	$1,000	$1,000	$1,000	$25,000	$131,000
Total	$313,172	$49,000	$62,000	$187,000	$437,000	$389,300	$439,300	$694,300	$864,300	$844,300	$844,300	$787,800	$487,800	$337,800	$268,300	$242,300	$7,247,972

GYMO
Construction Management

City of Watertown - Court House Project
Project No. 2025-20

BID TABULATION SHEET
10/30/2025

CONTRACT NO. 1 - ASBESTOS ABATEMENT						ALTERNATES				
Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD	Alternate #1 Flooring Mastic Removal Deduct	Total Bid
DSA Services Boonville, NY	x	x	x	x	x	$253,000.00	$4,000.00	$50,000.00	-$7,000.00	$307,000.00
AAC Waddington, NY	x	x	x	x	x	$299,340.00	$16,660.00	$50,000.00	-$36,800.00	$366,000.00
Kascon Waterville, NY	X	X	X	X	X	$323,000.00	$15,000.00	$50,000.00	-$14,000.00	$388,000.00
NRC EAST ENVIRONMENTAL SERVICES Syracuse, NY	X	X	X	X	X	$337,400.00	$10,600.00	$50,000.00	-$87,935.00	$398,000.00
MJs Contracting Waterville, NY	X	X	X	X	X	$363,650.00	$28,700.00	$50,000.00	-$19,700.00	$442,350.00
Sessler Environmental Macedon, NY	X	X	X	X	X	$398,400.00	$10,100.00	$50,000.00	-$27,600.00	$458,500.00
Two Brothers Westmoreland, NY	X	X	X	X	X	$410,352.00	$11,648.00	$50,000.00	-$15,000.00	$472,000.00
Empire Building Diagnostics Lackawanna, NY						*Bid is rejected for use of improper bid form*				$144,390.00
Patriot Sons Syracuse, NY						*Bid is rejected for use of improper bid form*				$158,000.00

City of Watertown - Court House Project
Project No. 2025-20

BID TABULATION SHEET
10/30/2025

CONTRACT NO. 2 - GENERAL CONSTRUCTION

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	ALTERNATES Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #2 Allowance ADD	Alternate #1 Flooring Mastic Removal Add	Total Bid
Blackhorse Watertown, NY	X	X	X	X	X	$2,651,075.00	$25,000.00	$100,000.00	$18,300.00	$2,776,075.00
Con Tech Building Systems Gouverneur, NY	X	X	X	X	X	$2,141,500.00	$642,500.00	$100,000.00	$23,000.00	$2,884,000.00
Northern Tier Contracting Gouverneur, NY	X	X	X	X	X	$2,887,425.00	$17,575.00	$100,000.00	$16,500.00	$3,005,000.00
Powis Contracting Copenhagen, NY	X	X	X	X	X	$3,005,000.00	$35,000.00	$100,000.00	$38,500.00	$3,140,000.00
DC Builders Watertown, NY	X	X	X	X	X	$3,259,000.00	$10,000.00	$100,000.00	$10,000.00	$3,369,000.00

CONTRACT NO. 3 - ROOFING

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	ALTERNATES Bid Item #1 Roof Area A ADD	Bid Item #2 Roof Area B ADD	Bid Item #3 Allowance ADD		Total Bid
RSI Roofing Gouverneur, NY	X	X	X	X	X	$238,500.00	$235,790.00	$75,000.00		$549,290.00
Elmer Davis Roofing Rochester, NY	X	X	X	X	X	$265,000.00	$250,000.00	$75,000.00		$590,000.00

CONTRACT NO. 4 - MECHANICAL

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Hyde-Stone Mechanical Watertown, NY	X	X	X	X	X	$1,266,213.00	$567,665.00	$100,000.00		$1,933,878.00
Black River Plumbing & Heating Black River, NY	X	X	X	X	X	$1,293,000.00	$621,000.00	$100,000.00		$2,014,000.00
J.E. Sheehan Contracting Potsdam, NY	x	x		x	x	$1,500,600.00	$769,300.00	$100,000.00		$2,369,900.00

City of Watertown - Court House Project
Project No. 2025-20

BID TABULATION SHEET
10/30/2025

CONTRACT NO.5 - PLUMBING

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Hyde-Stone Mechanical Watertown, NY	x	x	x	x	x	$121,000.00	$2,800.00	$40,000.00		$163,800.00
ESTIMATE						**$169,000.00**	**$15,000.00**	**$40,000.00**		**$224,000.00**

CONTRACT NO.6 - ELECTRICAL

Contractor	Bid Security	Ack. Addenda	Surety's Intent	Non-Collusion	Public Bidder Form	Bid Item #1 Basement & 1st Floor Work ADD	Bid Item #2 2nd Floor, 3rd Floor & Mechanical Penthouse ADD	Bid Item #3 Allowance ADD		Total Bid
Watson Electric Norwood, NY	x	x	x	x	x	$337,000.00	$70,000.00	$70,000.00		$477,000.00
Northern Pioneer Contractors Glenfield, NY	x	x	x	x	x	$368,500.00	$81,000.00	$70,000.00		$519,500.00
Lawman Heating & Cooling Sackets Harbor, NY	x	x	x	x	x	$387,012.00	$69,438.00	$70,000.00		$526,450.00
ENI Mechanical Gouverneur, NY	x	x	x	x	x	$469,000.00	$50,000.00	$70,000.00		$589,000.00
Blackstone Electric Dexter, NY	x	x	x	x	x	$469,804.00	$66,840.00	$70,000.00		$606,644.00
Scriba Electric Oswego, NY	x	x	x	x	x	$465,000.00	$168,000.00	$70,000.00		$633,000.00
S&L Electric Inc Colton, NY	x	x	x	x	x	$542,000.00	$66,000.00	$70,000.00		$678,000.00

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 1 Asbestos Abatement
DSA Services, Inc.

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received nine (9) sealed bids for Contract #1 – Asbestos Abatement for Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with GYMO Architecture Engineering & Land Surveying DPC and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by DSA Services, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from DSA Services, Inc. in the amount of $307,000.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 2 General Construction
Black Horse Group, LLC

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received five (5) sealed bids for Contract #2 - General Construction for the Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with GYMO Architecture Engineering & Land Surveying DPC and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Black Horse Group, LLC, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Black Horse Group, LLC in the amount of $2,766,075.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

Resolution No. 9 November 17, 2025

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 3 Roofing
RSI Roofing, Inc.

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received two (2) sealed bids for Contract #3 - Roofing for the Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with GYMO Architecture Engineering & Land Surveying DPC and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by RSI Roofing, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from RSI Roofing, Inc. in the amount of $549,290.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 4 Mechanical
Hyde-Stone Mechanical Contractors, Inc.

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received three (3) sealed bids for Contract #4 - Mechanical for the Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Hyde-Stone Mechanical Contractors, Inc. in the amount of $1,933,878.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 5 Plumbing
Hyde-Stone Mechanical Contractors, Inc.

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bids for Contract #5 - Plumbing for the Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

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

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Hyde-Stone Mechanical Contractors, Inc. in the amount of $163,800.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

RESOLUTION

Accepting Bid for Watertown City Court Renovation Project –
Contract No. 6 Electrical
Watson Electric, Inc.

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS the City desires to renovate the existing city hall office building and court room. This includes demolition and asbestos abatement. A reconfiguration of the first-floor space with new gypsum and metal stud partitions, terrazzo, tile, carpet and LVT flooring, acoustical ceiling tiles, new wood and metal doors, and new windows and insulation. Additionally, the building will receive a new EPDM roof, a new aluminum storefront main entrance, new side entrance ramp with roof, new exterior stone paneling, updated lighting, HVAC, plumbing and electrical, and all other associated work, and

WHEREAS the Purchasing Department advertised and received seven (7) sealed bids for Contract #6 - Electrical for the Watertown City Court Renovation Project, and

WHEREAS on October 30, 2025, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bids received with the Engineering Department and in consultation with GYMO Architecture Engineering & Land Surveying DPC and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by Watson Electric, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from Watson Electric, Inc. in the amount of $477,000.00, and

BE IT FURTHER RESOLVED that acceptance of this bid is contingent upon the passing of the bond ordinance to finance the project, and

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

Seconded by _____

Res. No. 13

November 17, 2025

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Approving Change Order No. 2 for 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, which was a portion of the proposal.

At the October 16, 2023, meeting, the City Council approved the remainder of 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 bring the contract total to $422,058.

At the January 16, 2024, meeting, the City Council approved Change Order No. 1 for a decrease of $25,200.00, bringing to total contract amount to $396,858.

It was determined throughout the design and bid documents phases that the project scope was modified to include items and upgrades to the Court Room, Building Fire Alarm System addition, and Lower Roof Replacement.

GYMO Engineering has now submitted Change Order No. 2 in the amount of $87,173.00, bringing the total contract amount to $484,031. This change order will cover the additional Scope of Work items.

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

RESOLUTION

Approving Change Order No. 2
for Design and Construction
Services for the City Court and Other
City Hall Renovations, GYMO Engineering

	YEA	NAY
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 ……..		

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 at its January 14, 2024, meeting, the city Council approved Change Order No. 1 from GYMO Engineering for a decrease of $25,200.00, bringing the total contract amount to $396,858 and

WHEREAS additional items were included in the Scope of Work during the design and bid documents phases, and

WHEREAS GYMO Engineering has now submitted Change Order No. 2 in the amount of $87,173.00 to include the addition of those items in the bid specifications and drawings, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown hereby approves Change Order No. 2 from GYMO Engineering in the amount of $87,173.00, bringing the total contract amount to $484,031 a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that City Manager, or their designee is hereby authorized and directed to execute Change Order No. 2 on behalf of the City of Watertown.

Seconded by _____

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

Instructions

Before you use any EJCDC document:

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2. Make sure that you have the correct version for your word processing software.

How to Use:

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2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.

3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

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You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

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2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.

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The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related**

Documents along with all copies, modifications and merged portions in any form.

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EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:
EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:
You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

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.

Change Order

No. 2

Date of Issuance: 11/17/2025 Effective Date: 11/18/2025

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: Additional items were added into the Scope of Work which increased the scope of the design and drawings required for the project and overall total design cost.

Attachments: (List documents supporting change): Fee Amendment for City Court Expansion Project Services

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 422,058	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): Ready for final payment (days or date):
[Increase] **[Decrease]** from previously approved Change Orders No. 1 to No.: $ 25,200.00	[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: $ 396,858	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: $ 87,173.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: $ 484,031	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By: Scott W. Soules
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date: 11/12/2025

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.

Res Nos. 14 and 15

November 17, 2025

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Resolutions to approve a Professional Services Agreement with Atlantic Testing Laboratories and Energy & Environment for professional services associated with the Watertown City Court Renovation Project.

The New York State Unified Court System has mandated renovations to the City of Watertown Court Facilities located with City Hall, 245 Washington Street, Watertown, New York 13601. In support of this project, GYMO D.P.C. solicited professional service proposals for Special Inspection Services and Air Monitoring Services, each required by New York State regulations.

The Purchasing Manager and Engineering Department, in consultation with GYMO Architecture Engineering & Land Surveying DPC, reviewed the responses to ensure compliance with the specifications and hereby recommend that the City Council award the proposals for Special Inspection Services and Air Monitoring Services for the Watertown City Court Renovation Project as follows:

- **Special Inspection Services:** Atlantic Testing Laboratories as the lowest responsive responsible fee schedule proposal.
- **Air Monitoring Services:** Energy & Environment, LLC as the lowest responsive responsible fee schedule proposal.

Acceptance of these proposals is contingent upon the passing of the bond ordinance which is included in tonight's agenda.

A resolution approving the contract has been prepared for City Council consideration.

November 5, 2025

Mr. Thomas Compo
City Engineer
City of Watertown
245 Washington Street
Watertown, New York 13601

RE: City of Watertown – City Court Expansion Project
GYMO Project No. 2023-020
Special Inspections & Air Monitoring Recommendation

Dear Mr. Compo:

On behalf of the City of Watertown, GYMO requested proposals from firms that provide Special Inspection services and Air Monitoring Services.

Special Inspection Services
GYMO sent a Request for Proposals to three (3) firms: Atlantic Testing Laboratories, CME Associates and QA/QC Testing Services. We received a response from two of the firms, Atlantic Testing Laboratories and CME Associates.

We take no exception to either proposal but recommend the district hire Atlantic Testing Laboratories based on their proximity to the project site, lower testing costs and project related travel costs. Attached is a spreadsheet comparing the pricing provided by each firm.

Please keep in mind the City of Watertown is contracting with the firm for the rates provided in the proposal and will compensate the firm based on the actual tests and inspection time utilized on the project. The price comparison on the attached spreadsheet is the current projection based on the review of the project scope. GYMO will coordinate their time onsite. We have successfully worked with both firms in the past and believe both firms would do an excellent job.

Air Monitoring Services
On behalf of the City of Watertown, GYMO requested a proposal from Energy & Environment to provide Project Air Monitoring services for the upcoming project.

We received the following response from Energy & Environment and take no exception to the proposal. These rates are in line with rates we have seen on other competitively priced projects.

We ask them to assume their services will start on December 15, 2025, and extend through August 29, 2026. We did not solicit other proposals based on Energy & Environment's experience with the city's facilities and scope of work as they were the project designer and conducted the Pre-Construction testing on this project.

Please keep in mind the district is contracting with the firm for the rates provided in the proposal and the district will compensate the firm based on the actual tests and inspection time utilized on the project. GYMO will coordinate their time onsite. We have successfully worked with Energy & Environment in the past and believe they will do an excellent job for the city.

GYMO
Architecture ▪ Engineering ▪ Surveying
Construction Management

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS
Peter S. Clough
Zachary P. Scordo
Mark Tompkins
McKenzee Fisk-Kamide

18969 US Route 11
Watertown, New York 13601

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

E-mail: pclough@gymodpc.com

Following your review, if you agree with the recommendations outlined above, please let us know and we will work with the Purchasing Department to secure the required paperwork from the firm's required for the development of a contract for the project.

Very truly yours,

Peter S. Clough
Director of Project and Construction Management

Enc: CME Proposal
ATL Proposal
Energy & Environment Proposal

cc: Scott Soules, GYMO Director of Architecture

RESOLUTION

Authorizing Professional Services Agreement for Special Inspection Services Associated with the Watertown City Court Renovation Project with Atlantic Testing Laboratories

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS, the City of Watertown Engineering Department has included this in the Watertown City Court Renovation Project in the 15-year Capital Budget Plan, and

WHEREAS, in support of this project, GYMO D.P.C. solicited professional service proposals for Special Inspection Services as required by New York State regulations, and

WHEREAS, the Purchasing Manager and Engineering Department, in consultation with GYMO Architecture Engineering & Land Surveying DPC, and it is their recommendation that the City Council accept the lowest responsive fee schedule proposal submitted by Atlantic Testing Laboratories and

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Atlantic Testing Laboratories amounts as provided in the fee schedule proposal, and

BE IT FURTHER RESOLVED the acceptance of this proposal is contingent upon the passing of the bond ordinance to finance the project, and

BE IT FURTHER RESOLVED the City Council authorizes the City Manager or their designee is hereby authorized and directed to execute the Agreements on behalf of the City of Watertown.

Seconded by _____

GYMO Construction Management

Special Inspections/Construction Testing Summary
City of Watertown
Project No. 2025-020

		Atlantic Testing Laboratories *Syracuse, New York*			*CME* *Cicero, New York*			
		Est. Qty.	Unit Price	Estimated Cost	Est. Qty.	Unit Price		Estimated Cost
LAB ANALYSIS								
ASTM D 1557: Lab Compaction Mod. Effort [1]			$210.00 Test	$ -		$108.00 Test		$ -
ASTM C 39: Compressive Strength Test or Hold Cylinder ((6" x 12")		35	$20.00 Cylinder	$ 700.00	35	$21.00 Test		$ 735.00
ASTM C 117: Material Finer than 75 um (#200) in Mineral Aggregates by Washing (1)		1	$65.00 Test	$ 65.00	1	$25.00 Test		$ 25.00
ASTM C 136: Sieve Analysis of Fine and Course Aggregates (1)		1	$75.00 Test	$ 75.00	1	$55.00 Test		$ 55.00
ASTM C 1557: Laboratory Compaction Modified Effort		1	$200.00 Test	$ 200.00	1	$130.00 Test		$ 130.00
ASTM D 698: Laboratory Compaction Standard Effort			$19.00 Test	$ -		$130.00 Test		$ -
ASTM D 422: Particle Size Analysis with Hydrometer			$20.00 Test	$ -		Test		$ -
ASTM D 422: Particle-Size Analysis without Hydrometer			$130.00 Test	$ -		Test		$ -
Asphalt Core			Test	$ -		$75.00 Test		$ -
Maximum Theoretical Density of Asphalt Mixtures			Test	$ -		$142.00 Visit		$ -
Laboratory Test of Maosnry Mortar Cubes in Compression (ASTM C780)			Test	$ -		$75.00 Test		$ -
Laboratory Test of Grout Specimens in Commpression in Compression (ASTM C780)			Test	$ -		$142.00 Visit		$ -
Laboratory Test of maosnry Mortar Cubes in Compression (ASTM C780)			Test	$ -		$75.00 Test		$ -
Laboratory Test of maosnry Mortar Cubes in Compression (ASTM C780)			Test	$ -		$142.00 Visit		$ -
TECHNICAL PERSONNEL				$ -				
Engineer - Field		1	$700.00 Day	$ 700.00				$ -
Hot Mix Asphalt Senior Technician (Full Day)		2	$624.00 Day	$ 1,248.00	2	$600.00 Day		$ 1,200.00
Hot Mix Asphalt Senior Technician (Half Day		2	$624.00 Day	$ 1,248.00	2	$300.00 Day		$ 600.00
Technician - Soil/Concrete (Full Day)			$550.00 Day	$ -		$550.00 Day		$ -
Technician - Soil/Concrete (Half Day)		4	$345.00 Half Day	$ 1,380.00	4	$285.00 1/2 Day		$ 1,140.00
Special Inspector - Soil/Concrete (Full Day)		1	$624.00 Day	$ 624.00	1	$550.00 Day		$ 550.00
Special Inspector - Soil/Concrete (Half Day)		3	$390.00 Half Day	$ 1,170.00	3	$285.00 Day		$ 855.00
Special Inspector - Steel (Full Day)		4	$800.00 Day	$ 3,200.00	4	$858.00 Day		$ 3,432.00
Special Inspector - Steel (Half Day)				$ -		$440.00 Day		$ -
ICC Inspector (Masonry, Rebar) (Full-Day)				$ -		$663.00 Day		$ -
ICC Inspector (Masonry, Rebar) (Half-Day)				$ -		$440.00 Day		$ -
Geotechnical Specialist (Full-Day)				$ -		$800.00 Day		$ -
Geotechnical Specialist (Half-Day)				$ -		$410.00 Day		$ -
Technician - Structural Steel Testing Welding				$ -		$560.00 Day		$ -
Materials or Geotechnical Engineer - Field				$ -		$536.50 Day		$ -
Project Manager, CWI, ICC Inspector		7	$110.00 Hour	$ 770.00	7	$130.00 Hour		$ 910.00
Professional Engineer/Project Manager		3	$150.00 Hour	$ 450.00	3	$175.00 Hour		$ 525.00
Principal Professional Engineer/Project Manager				$ -		$225.00 Hour		$ -
MISCELLANEOUS				$ -				
Nuclear Density Meter		9	$80.00 Day	$ 720.00	9	$70.00 visit		$ 630.00
MT, UT, PT Equipment			Day	$ -		$150.00 visit		$ -
Core Equipment						$311.00 visit		$ -
Travel		15	$15.00 Trip	$ 225.00	15	$105.00 trip		$ 1,575.00
Sample/Cylinder Pick-up (No other services)		3	$30.00 Trip	$ 90.00	3	$195.00 hr		$ 585.00
Administrative & Reporting			$45.00 Report	$ -	1	15% invoice		$ 1,942.05
Total Estimated Cost				**$ 12,865.00**				**$ 14,889.05**

ATLANTIC TESTING LABORATORIES
A PHENNA GROUP COMPANY

Watertown
26581 NYS Route 283
Watertown, NY 13601
315-786-7887 (T)
atlantictesting.com

November 3, 2025

City of Watertown
245 Washington St.
Watertown, NY 13601

Telephone: 315-788-3900
Email: wboulter@gymodpc.com

Attn: William Boulter

Re: Special Inspection and Construction Materials Engineering and Testing Services
Watertown City Court Renovations Project (Project No. 2025-20)
Watertown, New York
ATL No. WT998-3024-10-25

Thank you for the opportunity to submit a proposal for the referenced services. In accordance with your request, please find enclosed the following items for review:

- Scope of Services
- Fee Schedule
- AGREEMENT for Special Inspection and Construction Materials Engineering and Testing Services
- Standard Terms and Conditions

To accept ATL's proposal, return a signed AGREEMENT with attachments via email or to:

Atlantic Testing Laboratories, Limited
Contracts Department
6431 US Highway 11
Canton, New York 13617

One countersigned AGREEMENT will be returned via email, unless otherwise directed.

This proposal is valid for 90 days from the date of issuance. Thereafter, ATL reserves the right to declare the proposal null and void and/or adjust the proposed fees.

If you have any questions or require additional information, please contact me at your convenience. We look forward to your response.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Jason T. Marcelletta
Operation Manager

JTM/tal

Enclosures

SCOPE OF SERVICES FOR SPECIAL INSPECTIONS AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING

Watertown City Court Renovations Project (Project No. 2025-20), Watertown, NY 13601

Based on information provided to ATL by representatives of City of Watertown, it is our understanding that the project consists of interior and exterior renovations. It is further understood that the project schedule is undetermined.

The following Scope of Services for providing Special Inspection and Construction Materials Engineering and Testing services is based on describe what items are provided to prepare scope of work, such as the PROJECT plans and specifications, and Statement of Special Inspections.

Professional Engineering services, required to perform the Scope of Services outlined below, will be provided by ATL Engineering, P.C.

CLIENT will be responsible for determining, requesting, authorizing, and scheduling services. CLIENT agrees that ATL is not responsible for performing services that are neither requested nor authorized by CLIENT, including but not limited to, services that are required by the construction documents and/or outlined in the following Scope of Services.

A. Field Services:

1. Soil:

Provide a Technician to perform the following field testing of fill materials:

- ASTM D 75: Practice for Sampling Aggregates
- ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

Provide an Engineer to observe the following, as required in Section 1705.6 of the Building Code of New York State:

- Foundation subgrade preparation in accordance with the approved geotechnical report and documents prepared by the Registered Design Professional prior to placement of shallow footings and controlled fill.

2. Concrete:

Provide a Technician to perform the following field tests of freshly mixed concrete:

- ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ASTM C 143: Slump of Hydraulic Cement Concrete
- ASTM C 172: Sampling Freshly Mixed Concrete
- ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- Report quantity of fresh concrete tested and test results

Provide a Special Inspector to observe the following items, as required in Section 1705.3 and Table 1705.3 of the Building Code of New York State:

- Reinforcing steel and placement
- Formwork dimensions and general location
- Bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased
- Use of required design mix

- Sampling and testing of fresh concrete, including fabrication of specimens for strength testing
- Placement of concrete
- Maintenance of curing temperatures and techniques

3. Asphalt Mixture and Pavement:

Provide a Technician to perform the following:

- ASTM D 979: Sampling Asphalt Mixtures
- ASTM D 2950: Density of Asphalt Mixtures in Place by Nuclear Methods; or
  ASTM D 7113: Density of Bituminous Paving Mixtures in Place by the Electromagnetic Surface Contact Methods
- Measure asphalt mixture and pavement temperatures

4. Structural Steel:

The CLIENT, OWNER, and/or contractor will ensure that steel fabrication shop inspection and material verifications are performed to satisfy the building code and project document requirements.

Provide a Special Inspector to observe the following field items, as required in Section 1705.2 of the Building Code of New York State:

- Review material certifications, Welder Performance Qualification Records (WPQR), Welding Procedure Specifications (WPS), and Procedure Qualification Records (PQR) for conformance with project documents and application during erection
- Compare filler metals and welded joints used for conformance with project documents and approved WPS
- High strength bolted connections
- Welding of structural steel, including complete and partial penetration groove welds, singlepass and multiplepass fillet welds, and deck welds
- Steel frame joint details for compliance with approved construction documents, including details for bracing and stiffening, member locations, and application of joint details

B. Laboratory Services:

1. Soil:

- ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort

2. Concrete and Aggregate:

- ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
- ASTM C 117: Material Finer than 75µm (#200) Sieve in Mineral Aggregates by Washing
- ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates

C. Additional Services:

1. Transport samples, as required, for laboratory analysis.
2. Provide a Project Manager and/or Professional Engineer to perform the following:

- Review project plans and specifications, as provided to ATL, which are relevant to the services outlined in this Scope of Services.
- Review test data generated by ATL.
- Attend project meetings as directed by CLIENT.
- Prepare reports.
- Distribute reports as directed by CLIENT. Reports will be distributed by email, unless otherwise directed.

D. Client Responsibilities:

1. Prior to project initiation, provide ATL with copies of the PROJECT plans and specifications, all revisions and addenda, and the statement of special inspections, approved material submittals, approved shop drawings, the geotechnical report, and other applicable documents.
2. Provide safe access, conforming to applicable OSHA and other pertinent regulations, to sampling and testing locations.
3. Provide contact information for report distribution.

NOTES TO THE SCOPE OF SERVICES

ATL's representatives will not accept or reject construction materials, means and methods, material quantities, and/or completed construction.

Untested portions of soil and aggregate samples will be discarded two weeks after completion of the testing.

Compressive strength test specimens will be discarded upon completion of the testing and hold specimens upon the 28-day compressive strength exceeding the minimum specified value, unless instructed otherwise.

We require a minimum of two days advance notice prior to project initiation and one day advance notice for subsequent scheduling of field services. Notice of cancellation must be received by 5:00 PM, Monday through Friday, the day prior to scheduled services, or a minimum charge in accordance with the Fee Schedule will be applicable.

FEE SCHEDULE

Service	Estimated Quantity	Unit Fee	Estimated Cost
Atlantic Testing Laboratories			
Technical Personnel			
Engineer : Field	1	$700.00 / Day	$700.00
Hot Mix Asphalt Technician	2	$624.00 / Day	$1,248.00
Project Manager	7	$110.00 / Hour	$770.00
Special Inspector - Soil and Concrete	1	$624.00 / Day	$624.00
Special Inspector - Soil and Concrete	3	$390.00 / Half Day	$1,170.00
Special Inspector - Steel	4	$800.00 / Day	$3,200.00
Technician - Soil and Concrete	--	$550.00 / Day	If Required
Technician - Soil and Concrete	4	$345.00 / Half Day	$1,380.00
Laboratory Testing			
ASTM C 39: Compressive Strength Test or Hold Cylinder (fabricated by ATL)	35	$20.00 / Cylinder	$700.00
ASTM C 117: Material Finer than 75 mm (#200 sieve) in Mineral Aggregates by Washing	1	$65.00 / Test	$65.00
ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates	1	$75.00 / Test	$75.00
ASTM D 1557: Laboratory Compaction Modified Effort	1	$200.00 / Test	$200.00
ASTM D 698: Laboratory Compaction Standard Effort	--	$190.00 / Test	If Required
ASTM D 422: Particle Size Analysis with Hydrometer	--	$190.00 / Test	If Required
ASTM D 422: Particle-Size Analysis without Hydrometer	--	$100.00 / Test	If Required
Miscellaneous			
Density Meter (Day)	9	$80.00 / Day	$720.00
Sample Pickup - When no other services are performed	3	$30.00 / Trip	$90.00
Travel - Includes Labor and Mileage	15	$15.00 / Trip	$225.00
ATL Engineering, P.C.			
Technical Personnel			
Professional Engineer	3	$150.00 / Hour	$450.00
		Estimated Cost	**$11,617.00**

NOTES TO THE FEE SCHEDULE

The unit fees are valid through December 31, 2026. On this date and annually thereafter, an escalation rate of 3.5% will be applied.

The Estimated Cost is based on the foregoing Scope of Services and Fee Schedule, and is not intended to be a not-to-exceed amount. Further, the estimated quantities are based upon client provided milestone schedule. The actual cost for ATL services is subject to change should the project require additional site work time, laboratory analyses, and/or report preparation time. The actual number of laboratory analyses and hours expended will be dependent upon field conditions and/or direction by the CLIENT.

As used in this schedule:

A standard day is defined as time on-site during a 4- to 8-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

A standard half-day is defined as time on-site up to a 4-hour period, Monday through Friday, within the hours of 6:00 a.m. and 6:00 p.m.

Services provided for 4 or more hours outside the standard day, as defined above, are subject to a night differential.

Unless otherwise stated in the Fee Schedule, daily overtime rates are calculated by dividing the daily rate by 8 and multiplying by 1.50 and hourly overtime rates are calculated by multiplying the hourly rate by 1.50. Services performed on Saturdays and Sundays/Holidays will be invoiced at 1.50 and 1.75 times the unit fees, respectively. Travel performed on Saturdays/Sundays/Holidays may be invoiced at 1.25 times the unit fees.

Travel charge and sample pickup are inclusive of labor and mileage for the referenced project site. Rates for ATL personnel are for time on-site only and are not invoiced portal-to-portal. Travel that is required by ATL to other locations will be invoiced at a separate rate, based on the distance traveled and time expended.

The fee for ASTM C 39 includes the handling and final curing outlined in ASTM C 31. All cylinders fabricated will be invoiced at the unit fee noted in the fee schedule.

AGREEMENT

SPECIAL INSPECTION AND CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

This AGREEMENT is by and between

City of Watertown
245 Washington St.
Watertown, NY 13601

Herein referred to as "CLIENT" and

Atlantic Testing Laboratories, Limited
6431 US Highway 11
Canton, New York 13617

Herein referred to as "ATL", who agree as follows:

A. **DECLARATIONS**: CLIENT by virtue of the mutual execution of this AGREEMENT retains ATL to provide Special Inspection and Construction Materials Engineering and Testing Services associated with CLIENT's project (herein referred to as the "PROJECT"), and described as follows:

Watertown City Court Renovations Project (Project No. 2025-20)
245 Washington St.
Watertown, Jefferson County, NY

B. **SERVICES**: ATL will provide Special Inspection and Construction Materials Engineering and Testing Services for the PROJECT in accordance with the attached Scope of Services.

C. **FEES**: All services provided for the PROJECT will be invoiced in accordance with the attached Fee Schedule.

D. **PAYMENT TERMS**: Invoices will be submitted in accordance with the attached Scope of Services and Fee Schedule for the actual services rendered. Invoices are due when rendered and payable in US dollars. Accounts past due 10 days are subject to a service charge of 1.5% per month or an annual percentage rate of 18%.

E. **CONTRACT DURATION**: This AGREEMENT shall continue in force until ATL has completed its Scope of Services for the PROJECT and has received final payment in full, unless terminated earlier by mutual agreement or as described hereinafter.

F. **STANDARD TERMS AND CONDITIONS**: The attached Standard Terms and Conditions are a part of this AGREEMENT and are incorporated herein by reference.

This AGREEMENT and its attachments represent the complete and final agreement between CLIENT and ATL. All prior negotiations, representations, and understandings are integrated herein. This AGREEMENT may be amended only by written instrument, signed by authorized representatives of both CLIENT and ATL.

This AGREEMENT and its attached Scope of Services, Fee Schedule, and Standard Terms and Conditions are hereby accepted, agreed upon, and signed by an authorized representative of each party.

ACCEPTED BY:	ACCEPTED BY:
ATLANTIC TESTING LABORATORIES, Limited	**City of Watertown**
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date

STANDARD TERMS AND CONDITIONS

1. Definitions.

ATL – Atlantic Testing Laboratories, Limited, with its Corporate Offices located at 6431 US Highway 11, Canton, New York 13617. The firm retained to provide the services under this AGREEMENT.

CLIENT – The Entity or person with whom ATL has entered into this AGREEMENT for the services to be provided under this AGREEMENT.

OWNER – The Entity or person that possesses ownership rights and control over the PROJECT.

2. Right of Entry. CLIENT will provide or arrange for right of entry of the employees, agents, or subcontractors of ATL to perform and complete the work that is the subject of this AGREEMENT.

CLIENT authorizes and/or will coordinate authorization for ATL and/or its representatives to enter and examine the subject property and/or subject building(s) and if applicable, to extract samples for subsequent laboratory analysis, in accordance with the Scope of Services made part of this AGREEMENT.

Further, CLIENT authorizes ATL to make oral and/or written inquiry of appropriate federal, state, and local government agencies or authorities in respect to the services being rendered.

3. Jobsite Activities. In no event shall ATL be responsible or liable for construction means and methods, jobsite superintendence, construction sequencing and/or coordination, or general safety in, on, or about the jobsite.

4. Health and Safety. ATL and its employees, agents, and subcontractors shall be afforded safe access to and on the project site in accordance with all applicable federal and state safety laws and regulations, including, but not limited to, relevant provisions of the OSHA standards. The more stringent of those or any site specific health and safety programs and procedures shall prevail.

In addition to the laws, standards, and regulations above, the OWNER, or CLIENT, as the OWNER's representative, and any agents thereof, including contractors and subcontractors, shall adhere to all applicable safety requirements while within the exclusion zone work area established by ATL.

5. Standard of Care. Services provided by ATL under this AGREEMENT will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the industry performing similar services using recognized methodologies in the same or comparable locality.

6. Tests, Data, and Reports. In accepting reports of tests, data, and/or observations provided pursuant to this AGREEMENT, CLIENT acknowledges that the extent of ATL's obligation with respect thereto is limited to furnishing of such tests, data, and/or observations which shall not be used by others to determine acceptance of any construction work, nor shall it relieve the contractor in any way from his obligations and responsibilities to conduct the work in conformance with the PROJECT plans and specifications.

7. Ownership and Reuse of Instruments of Service. All data compilation, reports, photographs, and/or drawings produced by ATL as instruments of service, in accordance with this AGREEMENT, shall not be used or reused for unrelated extrinsic purposes by either CLIENT or ATL, without the prior written consent of the other party.

CLIENT agrees to compensate ATL, in accordance with the terms of this AGREEMENT, for all documents and other work produced by ATL as instruments of service. Failure to compensate ATL for services rendered under this AGREEMENT forfeits CLIENT's right to Ownership and use of ATL's instruments of service for any purpose.

ATL shall not be responsible for the interpretation and/or misuse by others of the instruments of services furnished by it. CLIENT agrees to release and hold ATL harmless from and against all claims, damages, losses, and expenses arising from the interpretation and/or misuse by others of instruments of service provided by ATL.

ATL will retain all pertinent records relating to the services performed in accordance with ATL's record retention policy. The records will be made available to CLIENT at all reasonable times, upon written request, and for the cost of retrieval and reproduction.

8. Hidden Conditions. A condition is hidden if it is concealed or is not capable of detection by reasonable visual observation. If ATL recognizes that a hidden condition may exist, ATL will notify CLIENT. ATL shall not be responsible for any costs or liabilities resulting from hidden conditions.

9. Hazardous Wastes. CLIENT shall advise ATL of any known hazardous wastes or hazardous substances existing at or near the site at which ATL is to perform work. If ATL discovers hazardous wastes or hazardous substances after it undertakes the PROJECT, or if ATL discovers the nature or extent of hazardous wastes or hazardous substances differs materially from what CLIENT initially advised, ATL's Scope of Services, Schedule, and Fees made part of this AGREEMENT shall be adjusted, as mutually agreed by CLIENT and ATL.

If reportable quantities of petroleum product and/or chemical contamination are discovered on the PROJECT site during performance of the work tasks described herein, or during any subsequent work completed at the PROJECT site, the appropriate local, state, and/or federal agencies must be notified, as required by law. ATL will make a reasonable attempt to notify CLIENT when reportable quantities are discovered. The OWNER, or CLIENT, as the OWNER's representative, is responsible for providing notification to the proper authorities.

ATL shall have no responsibility for the presence, discovery, handling, removal, or disposal of, or exposure of persons to, hazardous wastes or hazardous substances at the PROJECT site. CLIENT shall indemnify and hold harmless ATL from any liability, loss, damage, or expense arising out of or related to the presence or discovery of hazardous wastes or hazardous substances on the PROJECT site.

The ownership of and responsibility for all contaminated materials, hazardous materials, hazardous wastes, and hazardous substances generated, released, uncovered, transported, and/or collected during the work tasks referred to herein will remain with the OWNER.

10. Limitations of Liability. To the fullest extent permitted by law, CLIENT agrees to limit the liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders for any and all claims, losses, damages, expenses or claim expenses (including attorneys' fees) arising out of this AGREEMENT, from any cause or causes whatsoever, so that the total aggregate liability of ATL and its directors, officers, consultants, agents, employees, subcontractors, and respective shareholders shall not exceed ATL's total fee for services rendered under this AGREEMENT, or $50,000, whichever is greater and regardless of the legal theory under which liability is imposed. Such causes by way of example include, but are not limited to: (a) professional negligence, including errors, omissions, or other professional acts; (b) strict liability; (c) breach of contract; (d) environmental contamination resulting from handling, transport, storage, discharge, dispersal or release of hazardous materials; and (e) including without limitation, CLIENT claims of contribution and indemnification with respect to third-party claims.

ATL will not be responsible for any loss, damage, or liability arising from acts or omissions by the CLIENT or OWNER, or any agents, staff, contractors, or other consultants thereof.

Relevant to ATL services provided under this AGREEMENT, CLIENT shall provide ATL with immediate written notification of event or actions that may result in any liability claims, damages, losses, and expenses.

11. Waiver of Consequential Damages. Notwithstanding any other provision of this AGREEMENT, and to the fullest extent permitted by law, CLIENT and ATL waive incidental, indirect, and consequential damages (such as loss of business, loss of income, lost revenues, lost profits, loss of financing, loss of use, and loss of reputation) for claims, disputes, or other matters arising out of or relating in any way to the PROJECT or to this AGREEMENT. This mutual waiver is applicable, without limitation, to all consequential damages that either party may have incurred or may incur, whether arising in contract, tort (including negligence), warranty, strict liability, equity, or that may arise out of or be asserted as a part of a third-party claim.

12. Insurance. ATL represents that it, together with its agents and staff, are protected by worker's compensation insurance, and that ATL has such coverage under public liability and property damage insurance policies ATL deems to be adequate. Certificates for any such policies of insurance will be provided to CLIENT upon written request.

CLIENT recognizes that ATL's insurance policies may contain certain exclusions, including, but not limited to, those for certain claims arising from the discharge, dispersal, release, or escape of pollutants.

13. Dispute Resolution. If a dispute arises out of this AGREEMENT, CLIENT and ATL agree to pursue resolution through good faith discussion and negotiation or other mutually agreed dispute resolution process, including mediation, before instituting litigation.

In the event legal action is necessary to enforce the payment terms of this AGREEMENT, ATL shall be entitled to collect from CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by ATL for such collection action.

14. Termination. ATL or CLIENT may terminate this AGREEMENT for convenience and without cause. Upon receipt of termination notice, ATL will stop work on all services included in this AGREEMENT. CLIENT shall pay ATL for all services performed up to the date of termination notice, plus reasonable termination expenses and fees. Receipt of final payment is a condition precedent to delivery of instruments of service owed up to the date of termination notice. Upon termination for convenience, the terminating party shall have no further rights or remedies.

In the event of failure by either party to perform in accordance with the terms hereof, either party may terminate this AGREEMENT for cause, upon written notice. Such termination may be rescinded by the terminating party if that substantial failure has been remedied within a reasonable period of time.

15. Delay. Neither CLIENT nor ATL will be liable to perform services provided for under this AGREEMENT when such performance is delayed or prevented by an occurrence beyond the control and without fault or negligence of either CLIENT or ATL.

In no event shall ATL be liable or responsible to the CLIENT, its respective shareholders, directors, officers, employees, consultants, contractors, and agents, or OWNER, for or on the account of any stoppage or delay to the PROJECT resulting from the tests, data, results, and/or findings furnished by ATL through performance of the services under this AGREEMENT.

In the event of PROJECT suspension, or delay for more than three months, ATL may elect to finalize all tests, data compilation, analysis, and reports to complete services performed to the date of suspension or delay. CLIENT agrees to compensate ATL, in accordance with the terms of the agreement, for all services completed and other work produced by ATL as instruments of service.

16. Non-Solicitation. During the term of this AGREEMENT and for a period of twelve (12) months thereafter, neither party will actively recruit, solicit, or otherwise attempt to hire the employees of the other party without prior written consent from the other party. Notwithstanding the foregoing, neither party shall be in default of this provision, as a result of: (a) employment advertising in periodicals of general circulation or other general solicitations that are not specifically targeted at the employees of the other party; or (b) hiring of any employees that responds to any such advertising or other general solicitations or as an unsolicited walk-in candidate.

17. Successor and Assigns. CLIENT and ATL each bind themselves, their partners, successors, assigns, and legal representatives to the other party of this AGREEMENT and to the partners, successors, assigns, and legal representatives of such other party, in respect to all covenants of this AGREEMENT. Neither CLIENT nor ATL shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

18. Governing Law and Venue. This AGREEMENT shall be governed and construed in accordance with the laws of the State of New York without regard to any conflicts of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this AGREEMENT shall be resolved or adjudicated in the State of New York.

End of Standard Terms and Conditions

CME Associates, Inc.

6035 Corporate Drive
East Syracuse, New York 13057
(315) 701-0522
(315) 701-0526 (Fax)

www.cmeassociates.com

October 31, 2025

GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C. (Client)
18969 US Route 11
Watertown, New York 13601
Phone: 315.788.3900
E-mail: wboulter@gymodpc.com

Attn: William Boulter, Project Executive

Re: Special Inspection and Construction Materials Testing Services
Watertown City Court Expansion Project
Watertown, New York
CME Proposal/Agreement No.: 02.7371
Page 1 of 3

Dear William:

CME Associates, Inc. (**CME**), a New York State Certified Woman Owned Business Enterprise, is pleased to provide **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** with this Proposal for on-call-as-scheduled Special Inspection and Construction Materials Testing Services. **CME**'s relationship with **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** is expected to be in conformance with the attached *"Standard Terms & Conditions for Technical Services Agreement."* Please carefully review these terms to establish your understanding of these services, your responsibilities, and the general conditions of our Agreement. These services will be provided from **CME**'s AASHTO[1] Accredited East Syracuse Facility under the responsible charge of Christopher R. Paolini, P.E., a New York Licensed Professional Engineer and **CME**'s Supervisor of Special Inspections, as required by the 2020 Building Code of New York State.

Presented below are the **Unit Fees** for the services that we currently anticipate, based on the information provided to **CME** by William Boulter of **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** via email on October 17, 2025. **CME**'s services will be billed on a time and material basis.

Service Description and Unit Fees

Soil/Asphalt Testing	**Unit Fee**
Soil/Asphalt Testing Technician (0 to 4 hours)	$ 300.00/half-day
Soil/Asphalt Testing Technician (4 to 8 hours)	$ 600.00/day
Nuclear Density Gauge	$ 70.00/visit
Sieve Analysis with #200 Wash	$ 105.00/test
Modified Proctor Test (ASTM D1557)	$ 130.00/test
Standard Proctor Test (ASTM D698)	$ 130.00/test
Bulk Specific Gravity of Asphalt Core (ASTM D3549)	$ 75.00/test
Maximum Theoretical Density of Asphalt Mixtures (ASTM D2041)	$ 142.00/test
Core Equipment	$ 311.00/visit

[1] **AASHTO** – American Association of State Highway & Transportation Officials (AASHTO) Materials Reference Laboratory. AASHTO is a Federal Agency having jurisdiction to assess laboratory competence according to the Standards of the United States. **CME**'s East Syracuse accreditation includes tests of Portland Cement Concrete, Aggregate and Soil Materials. www.aashtoresource.org

Service Description and Unit Fees - continued

Cast-In-Place Concrete Testing	Unit Fee
Concrete Field-Testing Technician (ACI Grade 1) (0 to 4 hours)	$ 285.00/half-day
Concrete Field-Testing Technician (ACI Grade 1) (4 to 8 hours)	$ 550.00/day
Laboratory Test of 6 x 12 Cylinder Compression	$ 21.00/cylinder

Special Inspection Services	
Geotechnical Specialist (Bearing Grade, Proofroll) (0 to 4 hours)	$ 410.00/half-day
Geotechnical Specialist (Bearing Grade, Proofroll) (4 to 8 hours)	$ 800.00/day
ICC Inspector (Masonry, Rebar) (0 to 4 hours)	$ 340.00/half-day
ICC Inspector (Masonry, Rebar) (4 to 8 hours)	$ 663.00/day
Certified Welding Inspector – CWI (Structural Steel, CFMF) (0 to 4 hours)	$ 440.00/half-day
Certified Welding Inspector – CWI (Structural Steel, CFMF) (4 to 8 hours)	$ 858.00/day
MT, PT or UT Equipment	$ 150.00/visit
Laboratory Test of Masonry Mortar Cubes in Compression (ASTM C780)	$ 23.00/cube
Laboratory Test of Masonry Grout Specimens in Compression (ASTM C1019)	$ 23.00/specimen
Laboratory Test of Masonry Unit in Compression (ASTM C140)	$ 120.00/unit
Masonry Prism Compression Test (ASTM C1314)	$ 120.00/prism

Expense, Other Services, Expendables and Miscellaneous	
Project Manager	$ 130.00/hour
Professional Engineer	$ 175.00/hour
Principal Professional Engineer	$ 225.00/hour
Specimen Pick-Up Service	$ 65.00/hour
Vehicle Travel Allowance	$ 0.75/mile
Administrative and Reporting Fee	15% of Total Invoice

Special Conditions

The above rates include electronic reporting (e-reporting) through **CME**'s Online Reporting System. Additional transmitting will be the responsibility of **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** If e-reports are requested to be uploaded to a specific Client reporting system in addition to the **CME** Online Reporting System, an initial one-time set-up fee of $75 is required and each report uploaded to the additional Client reporting system is subject to a $3/report charge. A 1.5 premium multiplier applies to all work conducted outside normal daylight hours, over 8 hours per day and Saturdays. A 2.0 multiplier applies for all other premium-time work. The minimum on-site service charge is one-half day, and if service time transcends the noon hour, it will be considered a full day. **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** must schedule for on-site testing services no later than 3:00 p.m. two business days before the service is needed. A 50% surcharge is applied to on-site services rendered on a same-day basis which are not scheduled according to the above requirements. All services are portal-to-portal **CME** office.

Please note that our standard turn-around time for most laboratory tests is about 5 business days. If **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** requires expedited turn-around time for any laboratory test, and **CME** can accommodate the request, an additional surcharge will apply as follows: 4 days-unit fee x 1.25; 3 days-unit fee x 1.5; 2 days-unit fee x 2; 1 day-unit fee x 3. Please schedule sample pick-up services accordingly.

Agreement Acceptance and Execution

If **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** desires to engage **CME** for the services as described in the attached Terms and Conditions and this Proposal, please execute below, and return to us. This Agreement shall mean the attached Terms and Conditions, this Proposal and any exhibits noted, each of which is incorporated herein. By execution hereof, **CME GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C.** warrant that he/she has full authority to act for, in the name, and on behalf of, **CME** and **GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C. CME** looks forward to logging in this project once all required forms are completed and returned to our office.

Respectfully Submitted,
CME Associates, Inc.

Codi Notaro
Division Manager

Mindy Krafft
Office Manager

CN.mmk

GYMO Architecture, Construction Management, Engineering & Land Surveying D.P.C. (Client)

_____
Client Signature Designates Agreement

_____
Printed Name and Title

_____
Date Signed (Agreement Date)

Attachment: *Standard Terms & Conditions for Technical Services Agreement (3 pages)*

STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES AGREEMENT

1.0 SERVICES

1.1 CME Associates, Inc. (hereinafter called "CME") will provide technical services to Client in accordance with these Terms and Conditions and the scope of services given in CME's Proposal. Services may include, but shall not be limited to, "testing"; meaning the measurement, examination, performance of tests, and any other activities to determine the characteristics or performance of materials as deemed necessary by CME in its sole discretion. Services may include, but shall not be limited to, "Inspection" or "Observation"; meaning the visual determination of conformance with specific, or on the basis of CME's judgment, general requirements.

1.2 CME will prepare and submit reports of services performed indicating, where applicable, compliance with the Project specifications or other Construction Contract Documents. Both parties shall consider reports to be confidential instruments of service and the property of CME. CME will distribute reports only to those persons specifically designated by the Client in writing. CME may provide reports in an electronic format; however, the paper original prepared by CME shall remain the final product of CME's services. CME will retain pertinent records relating to service reports for a period of three years following submission of the report.

2.0 CLIENT RESPONSIBILITIES

2.1 Prior to CME providing any Services hereunder, Client will provide CME with all applicable documents, including but not limited to, plans, specifications, addenda, change orders, approved shop drawings and other information for the satisfactory performance of services by CME, or as may be otherwise requested by CME. Client will authorize CME to have full and uninhibited access to the Project site, and to all shops or yards where materials are prepared or stored, herein called the Project area.

2.2 Client will designate the firm and/or person to act as the Client's Representative with respect to CME's services. Client's Representative shall have complete authority to schedule services, transmit instructions, receive information and data, interpret and define the Client's policies and decisions with respect to the Project; to take action to prevent irrevocable entry of those materials in noncompliance until the issue at question can be resolved; to bind Client with respect to decisions made in connection herewith; and to order, at the Client's expense, CME's services.

2.3 Client will advise CME sufficiently in advance of any operations so as to allow for assignment of personnel by CME for completion of the requested services. Client assumes sole responsibility for determining whether the quantity and nature of the services ordered by Client are adequate and sufficient for Client's purposes. CME shall have no liability, contingent or otherwise, as a result of such determination. Client agrees that the ordering of services from CME or the reliance on any of CME's services shall constitute acceptance of these Terms and Conditions, regardless of the terms of any subsequently issued document.

2.4 Client will direct the project contractor, either by the Construction Contract Documents or direct written order to; a) secure and deliver to CME, without cost to CME, preliminary representative samples of those materials contractor proposes to use which require testing, together with any relevant data of the materials; b) interrupt work at the appropriate times for CME to perform contracted services; c) furnish such casual labor and all facilities needed by CME to safely obtain and handle samples at the Project and to facilitate the specified inspection and tests; d) provide and maintain for the use of CME adequate space on the Project area for safe storage of equipment and proper curing of test specimens which must remain on the Project area prior to, during, and up to 60 days after fabricating or testing, or for such longer period of time as may be reasonably required by CME; and e) provide safe and sufficient access and work site for the employees, agents and subcontractors of CME and all CME equipment needed to perform the services on the Project Area.

3.0 GENERAL CONDITIONS

3.1 **STANDARD OF CARE**-CME will endeavor to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by members of the commercial testing laboratory profession currently practicing in the same locality and under similar conditions as this project. No warranty, either express or implied, is made or intended by CME's proposal, contract, and written and oral reports, all of which warranties are hereby expressly disclaimed. CME shall not be responsible for the acts or omissions of Client, its contractors, agents and consultants. CME may rely upon information supplied by Client, its contractors, agents and consultants or information available from generally accepted reputable sources, without independent verification, and CME assumes no responsibility for the accuracy thereof.

3.2 In accepting CME's reports of observations and tests, and CME's opinions expressed thereon, performed pursuant to this agreement, the Client agrees that the extent of CME's obligation with respect thereto is limited to the furnishing of such data and opinions. The Client recognizes that actual conditions may vary from those encountered at the locations where sampling, testing or observations were made by CME and that the data, interpretations and opinions of CME are based solely on the information available to CME. CME will be responsible for its data, its interpretations and its opinions, but shall not be responsible for the interpretation or use by others of the information developed by CME. Client agrees to indemnify and hold CME harmless from and against all claims, losses and expenses arising from the interpretation or use by others of the data, interpretations and opinions provided by CME.

3.3 **INSURANCE**-CME shall secure and maintain, throughout the full period of this Agreement; insurance required by statute to protect it from claims under applicable Workers' Compensation Acts and such other coverage as CME deems necessary to protect it from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CME will, upon request, file certification of such insurance coverage with Client, prior to the commencement of services hereunder. CME's proposal and fees are based on CME's insurance coverage, limits and endorsements in existence as of the date of the Proposal. Client agrees that the cost of any additional insurance coverage, limits and endorsements required by Client for the Project will be paid for by Client.

3.4 **LIMITATION OF LIABILITY**-CME and Client mutually agree that the services to be provided pursuant to this Agreement involve risks of economic liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Client further acknowledges that CME is not an insurer and CME's fees for its services to be provided hereunder are based solely upon the value of services provided, as determined by CME in its sole discretion. Therefore, to the fullest extent permitted by law, the total cumulative liability of CME, its agents, employees and subcontractors to Client, its agents, employees, suppliers, subcontractors or any third-party claim by, through or under Client, whether in contract, tort, including but not limited to negligence, strict liability or common law, arising out of, connected with, or resulting from the services provided by CME pursuant to this Agreement shall not exceed the total fees paid by Client hereunder as of the date of such claim or Fifty Thousand and 00/100 Dollars ($50,000), whichever is more. CME's consideration to Client for this limit of liability is specially reflected in CME's fees for services under this Agreement as such fees are less than CME would otherwise charge for similar services under an agreement without a limitation of liability. Notwithstanding the foregoing, at an additional cost defined in Exhibit "1" attached hereto, Client may, prior to CME's commencement of services under this Agreement, obtain protection for full liability arising out of any breach of contract or negligent acts or omissions by CME. For purposes of this Agreement, the phrase "full liability" shall mean either (i) an increase in the dollar amount set forth above to an amount in excess of Fifty Thousand and 00/100 Dollars, or (ii) a removal of the dollar amount(s) set forth above. The parties agree and acknowledge that the additional cost is compensation for CME increasing CME's limit of liability. The additional cost is not an insurance cost. Client is cautioned that if Client chooses not to increase CME's liability exposure hereunder, this is a limited liability Agreement limiting the liability of CME to the fullest extent permitted by law; therefore, Client is advised to carefully review Client's risks of liability related hereto and address such risks through Client's own insurance programs or through other means, as determined by Client. Client expressly consents to the limitation of liability set forth herein.

3.5 **INDEMNITY**-Client shall, to the fullest extent permitted by law, indemnify and hold CME, its officers, directors, shareholders, agents, employees, and representatives harmless from any and all liability costs, damages, attorney's fees and expenses from any claims or causes of action of whatever nature arising from Client's work in connection with the Project, including, without limitation, all claims relating to Client's contractors, subcontractors, suppliers, employees or other agents, or by reason of any claim or dispute by any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Client, its contractors, subcontractors, suppliers, employees or other agents.

3.6 **PAYMENT**-Client will pay CME for services and expenses in accordance with the attached Proposal. CME's invoice will be presented at the completion of its work and/or monthly, as agreed upon by the parties, and will be paid within thirty (30) days of receipt by Client or Client's Representative. If written inquiry is not received within ten (10) days of invoice Date, the invoice is deemed to be correct, and if payment in full is not received within the time period set forth above, a finance charge of one and one-half (1.5) percent per month will be applied to the outstanding balance. Client shall pay all expenses incurred by CME for liening or collecting any delinquent amount, including, without limitation, attorney and filing fees and expenses. Client agrees that CME's right to payment shall not be conditioned upon payment by a third party.

3.7 **CONSTRUCTION PHASE**-CME may, but shall be under no obligation to, provide continuous testing, observation or inspection of the progress and quality of the work of the Contractor on the Project. Client understands and agrees that CME shall not supervise, direct, or have control over Contractor's Work, nor shall CME have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents. As used herein, "Contractor" is defined as: the contractor or contractors, including its/their subcontractors of every tier, retained to perform construction Work on the Project for which CME is providing services under this Agreement. As used herein, "Work" is defined as: the labor, materials, equipment and services of the Contractor provided pursuant to the Construction Contract Documents.

3.7.1 CME is not authorized to supervise, alter, relax, enlarge or release any requirement of the Project plans and specifications or other Construction Contract Documents, nor to approve nor accept any portion of the Work, unless specifically authorized in writing by Client. CME shall not have the right of rejection or the right to stop the Work.

3.7.2 CME, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the Project which, by custom or contract, are vested in the Owner,

Construction Manager, Contractor, Registered Design Professionals, Code Enforcement Officials and State or Federal Officials.

3.8 **HAZARDOUS ENVIRONMENTAL CONDITIONS**-Client shall advise CME of any hazardous environmental conditions and wastes at or near the site at which CME is to perform services. If CME discovers hazardous environmental conditions or wastes after CME commences services, or if CME discovers the nature or extent of hazardous environmental conditions or wastes differs materially from what Client advised CME, both Parties agree that CME's scope of services, schedule and compensation fee shall be adjusted as needed to complete the work without injury or damage, and that all notifications required by law shall be made.

3.9 **SAFETY**-With respect to project site safety, CME shall be responsible solely for the on-site activities of its employees; and this responsibility shall not be construed by any party to relieve the project site's Owner or Client or Contractor from its obligation to provide and maintain a safe project site.

3.10 **SAMPLES**-Samples collected or tested by CME remain the property of the Client while in the custody of CME. CME will dispose of all samples immediately after test in a manner deemed appropriate by CME. CME will return hazardous, acutely toxic, or radioactive samples and sample containers and residues to Client. Client agrees to accept such samples and sample containers.

3.11 **ACCEPTANCE WITHOUT SIGNATURE**-For purposes of convenience, Client may choose to accept this Agreement orally and to orally authorize CME to initiate services, provided such acceptance is confirmed in writing by CME. In that event, Client specifically agrees that as a material element of the consideration CME requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all Terms and Conditions of this Agreement. Unilateral modification of this Agreement subsequent to CME's initiation of services is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order, executed purchase order acknowledgment form, task or work order are not applicable to this Agreement and CME's involvement in the Project.

3.12 **LAW TO APPLY**-The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law principles thereof.

3.13 **SEVERABILITY, NO WAIVER AND SURVIVAL**-In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, the remaining terms will be in full effect, and this Agreement will be construed as if the invalid or unenforceable matters were never included. No waiver of any default will be a waiver of any future default. Limitations of liability, indemnities and hold harmless provisions shall survive termination of this Agreement for any cause.

3.14 **MUTUAL DISCLAIMER OF CONSEQUENTIAL DAMAGES**-In no event shall CME or Client be liable to the other for any special, indirect, incidental, punitive, or consequential loss or damages, including delays, lost profits and loss of use.

3.15 **TERMINATION**-Client may terminate this Agreement with seven days' prior written notice to CME for convenience or cause. CME may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CME has been paid in full all amounts due for services, expenses, and other related charges. Client shall reimburse CME for any costs incurred as a result of such suspension of services hereunder.

3.16 **DISPUTE RESOLUTION**-Client and CME agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in Onondaga County, New York, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective in such jurisdiction as of the date of this Agreement.

3.17 **FORCE MAJEURE**-Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

3.18 **CAPTIONS AND HEADINGS**-The captions and headings throughout these terms are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision or scope or intent of this Agreement.

3.19 **ENTIRE AGREEMENT**-This Agreement shall mean this document as well as CME's Proposal and exhibits, each of which is incorporated herein. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations discussions and agreements whether written or oral between the parties regarding same.

Resolution No. 15 November 17, 2025

RESOLUTION

Authorizing Professional Services Agreement for Air Monitoring Services Associated with the Watertown City Court Renovation Project with Energy & Environment, LLC

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS, the City of Watertown Engineering Department has included this in the Watertown City Court Renovation Project in the 15-year Capital Budget Plan, and

WHEREAS, in support of this project, GYMO D.P.C. solicited professional service proposals for Air Monitoring Services as required by New York State regulations, and

WHEREAS, the Purchasing Manager and Engineering Department, in consultation with GYMO Architecture Engineering & Land Surveying DPC, and it is their recommendation that the City Council accept the lowest responsive fee schedule proposal submitted by Energy & Environment, LLC, and

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and Energy & Environment, LLC amounts as listed in the fee schedule proposal, and

BE IT FURTHER RESOLVED the acceptance of this proposal is contingent upon the passing of the bond ordinance to finance the project, and

BE IT FURTHER RESOLVED the City Council authorizes the City Manager or their designee is hereby authorized and directed to execute the Agreements on behalf of the City of Watertown.

Seconded by _____

Energy & Environment, LLC
6443 Ridings Road, Suite 134
Syracuse, New York 13206

315 569 2142 tel
mark.fiorini@energyandenvironment.net

July 28, 2025

Mr. Scott Soules
Director of Architecture
GYMO
18969 US Route 11
Watertown, NY 13601

Re: Watertown City Courts
Proposal for Abatement Monitoring Services – Rev 1
Energy & Environment Proposal No. 25-010

Dear Scott:

Energy & Environment, LLC (E&E) is pleased to provide this proposal to perform air sampling, analyses and project monitoring during the asbestos abatement project required to facilitate the upcoming Watertown City Courts renovation project. This proposal discusses our project understanding, scope of work, schedule and fees.

Project Understanding
As you know, E&E is very familiar with the abatement scope of work as we conducted the investigations and subsequent abatement design documents. The asbestos abatement scope includes removal of approximately 400 ACM pipe fittings, 5,360 SF of ACM floor tile and mastic, 1,000 SF of ACM ceramic wall tile mastic and ACM window caulk from 36 windows. The abatement is yet to be scheduled and is anticipated to take approximately 6-weeks to complete the interior abatement this fall and approximately 4-weeks to complete the window abatement next spring, E&E is prepared to accommodate that schedule.

Scope of Work
Asbestos Abatement Monitoring

E&E will provide asbestos abatement project monitoring/air sampling and analysis in accordance with New York State Industrial Code Rule 56. These services will be performed by a NYS DOL certified Project Monitor / Air Sampling Technician at a daily rate and air sample analyses conducted at the unit prices provided in the fee section of this proposal. Our services will include visual inspection to insure completeness of abatement and pre, during and post-abatement clearance air sampling as necessary. Air samples will be analyzed by a New York State DOH accredited laboratory. Daily and clearance air samples will be analyzed by phase contract microscopy (PCM) under a RUSH turnaround after receipt at the laboratory. Our certified technician will also provide contractor oversight to ensure compliance with applicable state and federal regulations governing asbestos abatement and disposal.

One electronic copy of the final report will be issued within 30 days of completion of the project. The report will include daily site logs, air monitoring data sheets, laboratory air sampling reports, sample chain-of-custodies, contractor submittals, and copies of waste manifests completed by the contractor.

Insurance
E&E maintains a commercial general liability insurance limit of $1,000,000 per occurrence and $2,000,000 general aggregate. We maintain automobile liability insurance in the amount of $1,000,000 combined single limit and we maintain professional liability insurance in the amount of $1,000,000 as well. Our insurance will be maintained throughout the duration of the project. We will furnish a certificate of insurance naming the district as the certificate holder.

Schedule
It is our understanding that the abatement is yet to be scheduled and is anticipated to take approximately 10 weeks to complete. Please provide as much advance notice of the actual start date to facilitate appropriate staffing. E&E is prepared to accommodate this schedule.

Fees
E&E's fees for the services defined in this proposal are provided below and are based on the assumptions to follow.

ITEM	Sample Turnaround	COST/UNIT
Monitor Weekday Hourly Rate (Up to 8 hours on site)	N/A	$70.00/Hour
Air Sampling Technician/ Project Monitor OT Hourly Rate	N/A	$85.00/Hour
Project Manager (Principal) Hourly Rate	N/A	$150.00/Hour
PCM Analyses	Rush/24 Hour	$14.00/$10.00 Each
TEM Analyses (If requested)	Rush/24 Hour	$85.00/$70.00
Mileage (IRS Rate)	N/A	70 Cents/Mile
Sample Shipping	N/A	$20/Shipment
Closeout Report	N/A	$500.00/Each

Notes: TAT's are from laboratory receipt.

Based on an anticipated abatement duration of 10 weeks, and the unit prices above, we have estimated the total monitoring cost below for budgetary purposes. The estimate includes report generation, 2 hours/week of Project Manager time and an estimated 300 PCM sample analyses at rush turnaround. Two hours of overtime (travel) and daily mileage are also included. E&E will obviously only charge for the actual services rendered.

Estimated Monitoring Budget - $49,700

Services will be billed in accordance with the attached General Conditions.

Assumptions

1. Abatement monitoring work shifts or travel extending beyond eight hours/day or on the weekend will be billed at an hourly overtime rate of $85.00 / hour as indicated above.
2. Services provided beyond 2025 will incur a 5.0% escalator each year to the above unit prices.
3. A certificate of insurance will be provided as requested.

You may contact me with any questions at 315-569-2142. We look forward to working with you on this project.

Sincerely,
Energy & Environment, LLC



Mark A. Fiorini
Managing Partner

Attachments: General Conditions

Authorization

This proposal, with the attachments, represents the entire agreement between GYMO and Energy & Environment, LLC, and may be modified only in writing with approval from both GYMO and Energy & Environment, LLC.

Accepted this _____ day of _____, 2025.

GYMO

By: _____
Authorized Signature

Energy & Environment, LLC General Conditions

Effective May 1, 2014

1. ACCESS. Client grants or shall obtain for Energy & Environment, LLC("E&E") and its subcontractors authority to enter the property upon which E&E's Services are to be performed ("Site"), at Client's expense.

2. CLIENT INFORMATION. Client understands that E&E is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise E&E of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. STANDARD OF SERVICES AND WARRANTY. E&E agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by E&E are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by E&E's investigation and the portions of the Site actually investigated, sampled or tested by E&E. E&E shall, for the protection of Client, request from all vendors and subcontractors from which E&E procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. E&E's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, E&E warrants that, if any of its completed Services fail to conform to the above standard, E&E will, at its expense and provided E&E is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to E&E for the defective Services. Except as provided in this Section, E&E makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding E&E's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that E&E may use and publish Client's name and a general description of the Services provided to Client in describing E&E's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by E&E for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, E&E shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold E&E harmless from any and all such claims or damages.

6. INSURANCE. E&E shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of $1,000,000 per claim and in the aggregate.

7. INDEMNITY. E&E shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of E&E. Client shall indemnify, defend and hold harmless E&E, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at E&E's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at E&E's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, E&E shall be entitled to additional compensation for work in the event that E&E experiences any increases in costs due to changes in E&E's scope of work from that included in E&E's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by

E&E. E&E shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with E&E's then current standard commercial rates.

9. REMEDIES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) E&E with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against E&E and to indemnify, defend and hold E&E harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend E&E from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of E&E; it being the intention of the Client to assume any liability alleged to have resulted from E&E's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. E&E's Services are performed as an independent contractor.

12. FORCE MAJEURE. E&E shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

13. LIMITATIONS OF LIABILITY. To the greatest extent allowed by law, Client agrees that E&E's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of $50,000 or the total amount of compensation received by E&E hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, E&E reserves the right to suspend its Services hereunder and shall so timely notify Company.

14. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, E&E shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow E&E to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall E&E take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

15. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) E&E's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of E&E. E&E hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or E&E. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the E&E office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

Res. No. 16

November 17, 2025

To: The Honorable Mayor and City Council

From: Thomas S.M. Compo, P.E., City Engineer

Subject: Authorizing Professional Services Agreement with GYMO Architecture, Engineering & Land Surveying, D.P.C. City for Construction Management of the Watertown City Court Renovation Project

The New York State Unified Court System has mandated renovations to the City of Watertown Court Facilities located with City Hall, 245 Washington Street, Watertown, New York 13601. This project has been designed, and bids for construction received through a professional services agreement with GYMO D.P.C..

In support of this project, the City Engineering Department has negotiated a professional services agreement with GYMO D.P.C. for the construction management of this project in the total amount of $397,000. This project will renovate portions of City Hall which are 60+ years old, including the interior and exterior of the first floor of City Hall, and the third-floor roof and heating and cooling equipment located in the penthouse.

Acceptance of this proposal is contingent upon the passing of the bond ordinance which is included in tonight's agenda.

A resolution approving the contract has been prepared for City Council consideration.

Resolution No. 16 November 17, 2025

RESOLUTION

Authorizing Professional Services Agreement with GYMO Architecture, Engineering & Land Surveying, D.P.C. City for Construction Management of the Watertown City Court Renovation Project

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS, the City of Watertown Engineering Department has included this in the Watertown City Court Renovation Project in the 15-year Capital Budget Plan, and

WHEREAS, the New York State Unified Court System has mandated renovations of the existing facilities, and

WHEREAS, in support of this project, the City Engineering Department has negotiated a professional services agreement with GYMO Architecture, Engineering & Land Surveying D.P.C., for the construction management of this project in the total amount of $397,000 and

NOW THEREFORE BE IT RESOLVED the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and GYMO D.P.C., a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED the City Council authorizes the City Manager or their designee to authorize and direct Agreements on behalf of the City of Watertown.

Seconded by _____

November 1, 2025

Mr. Thomas Compo
City Engineer
City of Watertown
245 Washington Street
Watertown, New York 13601

RE: Proposal for Construction Management Services
City of Watertown – Court Expansion Project

Dear Mr. Compo:

GYMO is pleased to submit the following proposal to provide Construction Management Services for the Court Expansion Project under consideration by the City of Watertown (Owner). This proposal includes a Project Understanding, Scope of Services, Fee Proposal and Hourly Rate Schedule.

1) PROJECT UNDERSTANDING

A. The capital project is located at 245 Washington Street, Watertown, New York.
B. The Owner is currently considering the following scopes of work:
   1) Abatement of ceilings, floors and piping in the affected area
   2) Comprehensive demo of all floors, ceilings, walls and fixtures located in the Basement and 1st Floor.
   3) Minor Renovations on the 2nd & 3rd Floor.
   4) Reconstruction of the work areas to include new walls, flooring, electrical systems, HVAC systems, fire alarm, temperature controls and new fixtures.
   5) Replacement of the building roof system.
   6) Construction of new entrance vestibule and entrance ramp
   7) Replacement of the windows and existing masonry wall panels on the first floor.
C. Projected project cost is approximately $6.8 million based on the scope of work outlined above.
D. The Owner has hired GYMO Architecture under a separate contract.
E. The Owner is looking for a firm to partner with the Owner and Design Team to provide Pre-Construction Phase, Construction Phase and Project Closeout Services. This will encompass design review and coordination, scheduling, phasing, budgeting, cash-flow projections, construction administration, onsite inspection, project closeout and other related construction activities.
F. The Owner will provide access to the facility to review existing conditions and confirm location of items critical to developing a project schedule and estimate.
G. The Owner will provide GYMO with scalable pdf files for all building and site drawings related to the renovations requiring scheduling and estimating services.
H. The project will be developed as a bid-build, multiple prime project.
I. It is anticipated there will be separate contracts for General Construction, Asbestos Abatement, Roofing, Mechanical, Electrical and Plumbing.
J. The Owner will hire a separate firm to provide Air Monitoring and Special Inspections Services.

GYMO
Architecture ■ Construction Management
Engineering ■ Land Surveying

Patrick J. Scordo, PE
Matthew J. Cervini, PE
Scott W. Soules, AIA
Brandy W. Lucas, MBA
Gregory F. Ashley, PLS
Peter S. Clough
Zachary P. Scordo
McKenzee Fisk-Kamide
Mark Tompkins

18969 US Route 11
Watertown, New York 13601

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

E-mail: web@gymodpc.com

2) SCOPE OF SERVICES

1. Pre-Construction Services

A. Initial Site Visit / Kickoff Meeting

1. Meet with facility staff to understand the current challenges or limitations of the current facilities.
2. Tour the facility to understand the current and proposed usage for the renovation areas.
3. Provide a preliminary report / project assessment after the site visit and review of existing building plans.

B. Estimating Services

1. Pre-Bid Estimate – Prepare a final estimate update before the project is let for bid based on the Construction Drawings.

C. Scheduling & Phasing Services

1. Meet with the Owner to understand critical work areas and limitations for access and potential impacts for operations during the renovation project.
2. Develop a construction milestone schedule and phasing plan for inclusion in the Bid Documents.

D. Drawing Review, Specifications & Value Engineering Services

1. GYMO will review the drawings and make recommendations where better detailing or trade coordination is required and offer suggestions to optimize the construction process and sequencing.
2. Review and augment the Architect's front-end specifications to cover construction coordination. Items of particular concern:
    - Bid Forms
    - Summary of Work
    - Multiple Contract Summary (If required)
    - Project Management and Coordination
    - Quality Requirements
    - Temporary Facilities and Controls
    - Alternates
    - Unit Pricing

E. Bidding Services

1. GYMO will work with the Architect and Owner to develop the project bid strategy.
2. GYMO will work with the Architect and Owner to create a list of recommended bidders for the project.
3. GYMO will reach out to contractors to develop and confirm interest in bidding the project.
4. In conjunction with the Architect, GYMO will host a Pre-Bid Meeting walk through with potential contractors.
5. GYMO will assist the Architect in any Request for Information submitted during the bid process.
6. Review the bids received, descope each bidder to confirm all scope items are covered and provide a recommendation of award to the Owner.
7. Develop a preliminary project cash-flow projection for the Owner.

2. Construction Phase Services

GYMO will expand upon the Pre-Construction services previously discussed, to include the following services during the Construction Phase.

A. Construction Administration, Monitoring & Inspection

The following list includes some of the daily services provided by GYMO Construction Management:

- Full-time Onsite Construction Management
- Preparation and Distribution of Daily Construction Progress Reports including Photo Documentation
- Contract Document Interpretation, Review, Coordination, and Distribution
- Submittal and Drawing Review
- Claim and Change Order Request Analysis
- Review and Forward Payment Application Recommendations to the Architect or Owner for Processing
- Pre-task Safety Meetings

B. Project Budgeting and Accounting

GYMO will track all expenses throughout the project daily and will formally publish the budget report monthly for distribution to the project team. The monthly budget report will consist of the following items:

Completion Summary:

The completion summary tracks the % of project completion based upon the submitted and approved payment applications.

Budget Summary:

The budget summary consists of two parts: construction budget and the incidental budget. The construction budget will be broken out by phase and expense item to include all project related expenses to include both hard and soft construction costs.

The initial report will be based on the project estimates and then updated to reflect the approved bids and contractual expenses. The incidental budget will outline all non-construction costs; design fees, program management fees, insurances, financing fees, equipment and furnishings, special inspection services, pre-construction testing (abatement, borings, roof scans), air monitoring services and other project costs incurred by the City of Watertown.

Allowance Summary:

Typically, allowances are included in the contractors' base bids and this summary report will track any additional scope items paid through these items. By including the allowances in the contractor's base bids you avoid paying any additional overhead and profit on the work.

Change Order Summary:

The change order summary tracks any pending proposals and change orders approved by the City of Watertown for each Contractor.

Funding Cost Report:

GYMO will track all project expenses during the project by funding source as required to simplify the reimbursement request and project closeout process for City staff.

C. Quality Control

GYMO Construction Managers will ensure conformance with the project's quality standards primarily through our active onsite Construction Managers. GYMO will be present onsite whenever the contractors are onsite to ensure proper execution. If the contractor's work is not performed in accordance with the plans and specifications, then it will be removed and rebuilt. We will also hold payment for any defective work until the contractor makes the necessary repairs. If the defective work is discovered after payment is made, we will deduct the amount of the defective work from the next payment application if it is not corrected. The reports are then distributed to the project team members that evening or first thing the next morning.

We will achieve Quality Control through the following:

i. Holding Pre-Installation Meetings to confirm the scope of work and the use of Architect / Engineer approved materials
ii. Verifying materials delivered to the site are the same as those approved during the submittal process
iii. Immediately reporting and documenting unsatisfactory, defective, and nonconforming work
iv. Coordinating all special inspection and construction materials testing on behalf of the Owner
v. Observing, recording, and reporting tests and start-ups to the Architect
vi. Developing preliminary "Items to be Completed" Lists throughout the project to minimize punch lists at the end of the Project
vii. Ensuring all punch lists are completed in a timely fashion

D. Project Schedule

GYMO works with the Owner and Architect to understand the owner's programming and space utilization needs. GYMO accounts for the Owner's needs and the availability of the facilities when scheduling the project. Based upon this input, GYMO develops a milestone schedule for inclusion in the bidding documents.

After bids are received and contracts are awarded, GYMO then requests preliminary schedules from each of the Prime Contractors. We will also meet with the Owner and Architect to confirm the proposed construction schedule for the various work areas. Our scheduling team starts the process of developing the Critical Path Method (CPM) schedule for the project by using Microsoft Project. We develop our initial draft of the schedule by inputting each of the work activities and durations submitted by each contractor. Our next step is to set up a scheduling meeting to review and finalize the Master Project Schedule with the Owner, Architect, and Contractors. We will review each work area with each prime contractor to confirm all scope is captured in the schedule, ensure the work is properly scheduled and have the contractors sign off they have sufficient time to complete their work. We will then incorporate all the feedback received at the meeting and issue a final draft of the schedule to the Contractors, Owner, and Architect for review and approval.

During the Construction phase, GYMO updates the schedule on a regular basis and requires the contractors to submit any proposed changes to the schedule monthly, as part of the payment application process. This process provides early identification of potential scheduling delays and time to develop recovery schedules prior to encountering actual project delays. GYMO will also review the project schedule monthly with the Owner and Architect to address any changes or required corrections.

E. Project Meetings / Communication

<u>Owner / Architect / Construction Manager Meetings (Monthly or As Needed)</u>

GYMO Construction Managers will regularly schedule meetings with City Staff and the Design Team to answer questions and respond to Owner requests. Meetings are typically scheduled prior to a project construction meeting to address any owner concerns or contractor issues before meeting with contractors.

Common meeting topics include project status, scheduling concerns, color selections, budget review, building access, and owner coordination concerns.

<u>Construction Progress Meetings (Bi-Weekly or As Needed)</u>

GYMO Construction Managers will host regular project meetings throughout the Construction Phase of the project. We will distribute agendas in advance of the meeting, conduct the meeting, and issue meeting minutes following the meeting. We will cover the status of all construction related

items including submittals, requests for proposals, completed work since last meeting, projected work for the next two weeks and any coordination issues.

F. Change Order Management

GYMO Construction Management will minimize change orders by working with the Architect to develop a comprehensive set of construction documents and confirm existing site conditions prior to construction. When change orders are needed, GYMO will provide transparency and work diligently to achieve a low-cost resolution.

The following methods will be used to provide economical solutions to change orders:

i. Notify the Architect and Owner of a Potential Change
ii. Review the Request to Ensure it is Not Covered by the Specifications or Drawings; in many cases, the request is Covered by the Drawings or Specifications
iii. Verify the Contractor's Labor, Material, and Equipment Costs
iv. Provide Recommendations for Scope Changes or Proposal Reductions as Necessary
v. Recommend Final Proposal to Architect / Engineer and Owner

GYMO acknowledges the sensitive nature and inconvenience of change orders. We are committed to providing clear and continuous communication during the Change Order Process, as well as a clear solution and its effect on the Project Budget. Over the last three years, the change order percentage on projects managed by our team has been less than 1%.

3. PROJECT CLOSEOUT

A. Final Payments and Closeout Documentation

GYMO Construction Management will confirm satisfactory completion of all work before recommending Final Payment or Release of Retainage to contractors. This includes completion of all punch list items to the Owner's satisfaction. GYMO will defer to the contract documents, but typically requires the following information from contractors before approving final payment:

i. Consent of surety for final payment
ii. Contractor affidavit of release of liens
iii. Contractor affidavit of payment of debts and claims
iv. Warranty of title
v. Copies of all operations and maintenance manuals for new materials installed
vi. Record or as-built drawings
vii. Turnover of all spare parts as outlined in the contract documents

B. Warranty Period

We will conduct a 9-month inspection during the warranty period. During this inspection, GYMO will confirm all equipment, and machinery is operating as specified and no defective conditions have developed since project completion. GYMO will issue a formal letter to the contractors outlining what items need to be corrected and schedule repairs if defective work or malfunctioning equipment is noted.

4. FEE PROPOSAL

GYMO Construction Management will provide the City of Watertown with a level of service appropriate for the needs of its capital project. Below please find our fee proposal to provide the services outlined above for the project.

City Hall Court Renovation Project	Fee
1) Pre-Construction Services *Part-time Dir. of Project Management, Project Manager, Estimator & Construction Manager. Costs include all staffing & incidentals.*	$22,000
2) Construction Phase Services (December 2025 – October 2026) *Part-time Dir. of Project Management, Project Manager, Clerical Support and 1 – Full-Time Senior Construction Manager. Costs include staffing & incidentals.* • *Onsite Construction Manager (11 Months)*	$350,000
3) Project Closeout Services *Part-time Dir. of Project Management, Project Executive, Clerical Support and Senior Construction Manager. Costs Include staffing & incidentals.*	$25,000
Total	**$397,000**

HOURLY RATES

Position	2025	2026
Dir. of Construction Management	$195	$200
Project Executive	$120	$125
Senior Construction Manager	$110	$115
Construction Manager	$105	$110
Administrative	$70	$74

If you are agreement with the Services outlined above, please sign below and return a copy to our office.

Our goal at GYMO is simple. We want to be viewed as an extension of your own staff, working closely with you to deliver a successful project, one of which we can all be proud.

Thank you for your consideration of GYMO Construction Managers. I can be reached on my cell phone (315) 771-0143 anytime.

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

Peter Clough, MPA
Partner / Director of Construction Management

_____ _____

Authorized Signature Date

Res. No. 17

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Directing the City Manager to Fill the Deputy City Comptroller Position in Accordance with the City Charter §42-4

The attached resolution has been written and submitted for Council consideration at the request of Council Member Clifford Olney.

RESOLUTION

Directing the City Manager to Fill the Deputy City Comptroller Position in Accordance with The City Charter §42-4

	YEA	NAY
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 ……..		

Introduced by _____

WHEREAS Section 42-4 of the City Charter expressly establishes that the administrative staff positions of the Municipal Comptroller's Department "shall consist of the Department Head, who shall be the City Comptroller, and one Deputy City Comptroller", and

WHEREAS the Charter further provides that the Deputy City Comptroller, in the event of the absence of the City Comptroller, "shall have all the powers and duties of and shall appear on behalf of the City Comptroller," ensuring continuity of fiscal oversight and uninterrupted financial operations of the City, and

WHEREAS the position of Deputy City Comptroller has remained unfilled since 2023, creating a gap in the City's administrative succession and leaving the Comptroller's office without its charter-mandated deputy, and

WHEREAS filling this position is necessary to comply with the City Charter, maintain the integrity and resilience of municipal financial management, and provide operational support for the City Comptroller's Department,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Watertown hereby directs the City Manager to initiate and complete the process of advertising for, interviewing, and appointing a qualified candidate to the position of Deputy City Comptroller in accordance with the City Charter and applicable civil service rules, and

BE IT FURTHER RESOLVED that the City Manager shall provide to the City Council, within 30 days, a report detailing the timeline and process for filling this position to ensure compliance with the City Charter and continuity of operations within the Comptroller's Department.

Seconded by _____

November 17, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bond Ordinance Amendment – City Court Renovation

Earlier in tonight's agenda City Council was presented with multiple resolutions to accept bids submitted for the City Court and City Hall renovation project. If the resolutions are passed City Council needs to consider the following bond ordinance amendment to finance the project. The ultimate amount borrowed will be reduced by $396,858 of American Rescue Plan Act funds used to cover the design services provided by GYMO.

GYMO (Design)		
Preliminary Design	$ 84,412	
Final Design and Construction Administration	337,646	
Contract Amendment #1	(25,200)	
Contract Amendment #2 (pending)	87,173	$ 484,031
Black Horse Group, LLC (General Construction)		
Base Contract		2,776,075
Hyde Stone (Plumbing)		
Base Contract		163,800
Hyde Stone (Mechanical)		
Base Contract		1,933,878
Watson Electrical (Electrical)		
Base Contract		477,000
RSI Roofing (Roofing)		
Base Contract		549,290
GYMO (Construction Inspection)		
Base Contract		397,000
DSA Services (Hazardous Materials)		307,000
Special inspections (estimate)		20,000
Air Monitoring (estimate)		50,000
Bonding fees		100,000
Contingency		41,926
Total Bond Ordinance		$ 7,300,000

ORDINANCE

An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

	YEA	NAY
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.		

Introduced by _____

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on November 17, 2025, at 7:00 o'clock P.M., Prevailing Time.

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

PRESENT:

ABSENT:

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

BOND ORDINANCE DATED NOVEMBER 17, 2025.

AN ORDINANCE AMENDING THE ORDINANCE DATED DECEMBER 15, 2014, AS AMENDED SEPTEMBER 16, 2019, AUTHORIZING THE ISSUANCE OF $2,900,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF CITY COURT RENOVATIONS, IN AND FOR SAID CITY, TO CHANGE THE SCOPE OF THE PROJECT TO INCLUDE CERTAIN CITY HALL IMPROVEMENTS, AND TO INCREASE THE ESTIMATED MAXIMUM COST THEREOF AND THE AMOUNT OF BONDS AUTHORIZED TO $7,300,000.

WHEREAS, by ordinance dated December 15, 2014 (the "2014 Ordinance"), the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of $948,000 bonds of said City to pay the cost of City Court renovations, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of $948,000, in and for the City of Watertown, Jefferson County, New York; and

ORDINANCE

An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

	YEA	NAY
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.		

WHEREAS, by ordinance dated September 16, 2019, the Council of the City amended the 2014 Ordinance to increase the estimated maximum cost and the amount of bonds authorized to pay the cost of the City Court renovations from $948,000 to $2,900,000; and

WHEREAS, the Council now wishes to (i) include in the scope of the project certain improvements to the City Hall building, including air handler replacements, and (ii) increase the estimated maximum cost and the amount of bonds authorized for the updated project to $7,300,000, an increase of $4,400,000; NOW, THEREFORE,

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

Section A. The title and Sections 1 and 2 of the ordinance of this Council dated and duly adopted December 15, 2014, as amended September 16, 2019, authorizing the issuance of $2,900,000 bonds to pay the cost of City Court renovations, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a specific object or purpose, at an estimated maximum cost of $2,900,000, in and for the City of Watertown, Jefferson County, New York, are hereby further amended, in part, to read as follows:

"AN ORDINANCE AUTHORIZING THE ISSUANCE OF $8,000,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COST OF CITY COURT RENOVATIONS AND CERTAIN CITY HALL RENOVATIONS, IN AND FOR SAID CITY."

. . . .

Section 1. For the specific object or purpose of paying the cost of City Court renovations and certain City Hall renovations, including air handler replacements, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued $7,300,000 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 $7,300,000 and that the plan for the financing

An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

	YEA	NAY
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.		

thereof is by the issuance of the $7,300,000 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.

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

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

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

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

Section C. Upon this ordinance taking effect, the same shall be published in summary in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section D. This ordinance is effective immediately.

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

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

Council Member Robert O. Kimball VOTING _____

Council Member Clifford G. Olney III VOTING _____

Council Member Lisa A. Ruggiero VOTING _____

ORDINANCE

An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

	YEA	NAY
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.		

Council Member Benjamin P. Shoen VOTING _____

Mayor Sarah V.C. Pierce VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

_____ November 17, 2025

Mayor

STATE OF NEW YORK)

) ss.:

COUNTY OF JEFFERSON)

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on November 17, 2025, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

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

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

ORDINANCE

An Ordinance Amending the Ordinance Dated December 15, 2014, as Amended September 16, 2019, Authorizing the Issuance of $2,900,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of City Court Renovations, in and for Said City, to Change the Scope of the Project to Include Certain City Hall Improvements, and to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to $7,300,000

	YEA	NAY
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.		

Newspaper and/or Other News Media Date Given

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

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

Designated Location(s) of Posted Noticed Date of Posting

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on November ___, 2025

_____

City Clerk

(CORPORATE SEAL)

Seconded by _____

Tabled Resolution

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Re-Authorizing Fund Raising Through the Northern New York Community Foundation For the Construction of a Skate Park (Extended Fund Raising Period)

The attached resolution has been written and submitted for Council consideration at the request of Council Member Clifford Olney. This resolution was originally reviewed by Council at the November 3, 2025, City Council Meeting. During this meeting City Council voted to table the resolution.

During the discussion of this resolution at the November 3 meeting, an amendment was proposed and approved by Council to strike “Sewell’s Island” from the resolution. Following that amendment, further discussion took place regarding the term of the resolution, specifically, whether the authorization for fundraising should be extended for three (3) additional years or only one (1) additional year. Council also requested clarification on whether the intent of the resolution is to raise funds solely for the design phase of the skate park or for the full construction of the project.

Resolution No. 5 Introduced November 3, 2025

RESOLUTION

Re-Authorizing Fundraising Through the Northern New York Community Foundation For the Construction of a Skate Park (Extended Fund Raising Period)

	YEA	NAY
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 ……..		

Introduced by Council Member Lisa A. Ruggiero

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

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

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

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

BE IT FURTHER RESOLVED that the period for raising funds to completely pay for the construction of the skate park is hereby extended to three years from the date of this resolution. If sufficient funds are not raised within that period, then the money will be used for the alternative of making improvements to the current city skate park, and

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

Seconded by Council Member Clifford G. Olney III

Motion was made by Mayor Sarah V.C. Pierce to amend the fourth paragraph of the foregoing resolution to change the words “skate park on Sewall's Island” to “new skate park.”

Motion was seconded by Council Member Clifford G. Olney III and carried with all voting in favor thereof.

Proposed Local Law of 2025

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: A Local Law Establishing a Charter Review Commission

The attached proposed Local Law Establishing a Charter Review Commission has been drafted and submitted for Council consideration at the request of Council Member Clifford Olney.

The Proposed Local Law was originally presented at the November 3, 2025 City Council Meeting where a public hearing was scheduled for 7:15 p.m. on Monday, November 17, to receive public comment on the proposed establishment of a Charter Review Commission.

Attached for Council's consideration is a Proposed Local Law of 2025 regarding establishing a Charter Review Commission.

LOCAL LAW

A Local Law to Establish a Charter Review Commission

	YEA	NAY
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 ……..		

Introduced by Council Member Lisa A. Ruggiero

A Local Law to Establish a Charter Review Commission

BE IT ENACTED by the City Council of the City of Watertown, New York as follows:

Section 1. Legislative Intent
It is the intent of this local law to establish a commission to examine the current Charter of the City of Watertown to assess whether the Charter meets the needs of the City of Watertown and its residents, and to prepare a draft of a proposed new or revised Charter for submission to the City's electors pursuant to Section 36 of the New York State Municipal Home Rule Law.

Section 2. Authority
This local law is adopted pursuant to Section 36 of the New York State Municipal Home Rule Law, which authorizes cities to enact a local law providing for the establishment of a charter review commission.

Section 3. Establishment of Commission; Membership

A. The Watertown Charter Review Commission (the "Commission") is hereby created to oversee and administer a review of the Charter of the City of Watertown in accordance with Part 2 of Article 4 of the New York State Municipal Home Rule Law.

B. The Commission shall be comprised of nine (9) members designated and appointed by the City Council by majority vote at a public meeting. In addition to the nine (9) voting members of the Commission, the City Council may designate and appoint one (1) non-voting liaison to facilitate communication between the City Council and the Commission.

C. The terms of office of the members of the Commission shall expire on the day of the election at which any proposed new Charter or Charter amendments prepared by the Commission are submitted to the qualified electors of the City of Watertown, or on the day of the second general election following the organization of the Commission if no such questions have been submitted by that time.

Section 4. Commission Powers and Duties

LOCAL LAW

A Local Law to Establish a Charter Review Commission

	YEA	NAY
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 ……..		

A. The Commission shall review the entire Charter of the City of Watertown and prepare a draft of any proposed changes to the Charter where a simple majority of Commission members find such changes to be advisable.

B. The Commission shall conduct public hearings at such times and at such places within the City as it shall deem necessary. The Commission shall hold no less than three (3) public hearings in different locations in the City to solicit community input.

C. The Commission shall publish all meeting notices, minutes, and draft recommendations on the City's website for public review.

D. The Commission shall prepare a written report of findings and recommendations, which shall accompany any proposed changes to the Charter and explain the Commission's rationale for its proposed changes. Such written report and proposed changes to the Charter shall be completed and filed in the office of the City Clerk by June 15, 2026.

Section 5. Severability
If any clause, sentence, paragraph, subdivision, or part of this local law, or the application thereof to any person, individual, firm or corporation or circumstance shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective Date
This local law shall take effect immediately upon filing with the Secretary of State.

Seconded by Council Member Clifford G. Olney III

November 17, 2025

To: The Honorable Mayor and City Council

From: Eric F. Wagenaar, City Manager

Subject: Annual Board and Commission Appointments

Below is a listing of upcoming term expirations on City Boards and Commissions for City Council Review.

Board or Commission	Appointed By	Term	Name of Member	Term Expires
Board of Ethics	Council	1 Year	Stephen A. Jennings	12/31/2025
Board of Ethics	Council	1 Year	Donald Rutherford	12/31/2025
Board of Ethics	Council	1 Year	Yvonne Reff	12/31/2025
Board of Ethics	Council	1 Year	Cary Parker	12/31/2025
Board of Ethics EE Seat	Council	1 Year	Suzanne C. Renzie-Falge	12/31/2025
City Constable	Council	1 Year	Patrick T. Connell	12/31/2025
Deputy City Constable	Council	1 Year	Robert D. Connell	12/31/2025
Flower Memorial Library Board	Mayor w/Council	11 Years	Frances A. Calarco	12/31/2025

All individuals have confirmed their interest in continuing to serve on the City Boards and Commissions.

If the Council agrees, resolutions re-appointing the interested individuals will be prepared for the December 1, 2025 Council Meeting.

November 12, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – October 2025

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last October, the sale of surplus hydro-electric power on an actual-to-actual basis was down $40,462 or 51.29%. In comparison to the budget projection for the month, revenue was down $305,471 or 88.78%. Additionally, the City had to purchase electricity from National Grid for $40,642 as the City did not produce enough to cover its accounts' usage. The year-to-date actual revenue is down $1,509,325 or 88.46%, while the year-to-date revenue on a budget basis is down $810,794 or 80.46%.

	Actual 2022-23	Actual 2023-24	Actual 2024-25	Actual 2025-26	Variance	% Inc/(Dec)to Prior Year
July	$ 165,435	$ 380,883	$ 793,352	$ 152,826	$ (640,526)	(80.74%)
August	$ 157,460	$ 26,670	$ 688,115	$ 3,512	$ (684,603)	(99.49%)
September	$ 442,559	$ 181	$ 145,453	$ 1,909	$ (143,543)	(98.69%)
October	$ 216,702	$ 184,779	$ 79,259	$ 38,607	$ (40,652)	(51.29%)
November	$ 373,674	$ 682,240	$ 209,619			
December	$ 533,542	$ 826,789	$ 542,585			
January	$ 522,759	$ 533,340	$ 359,155			
February	$ 477,279	$ 626,162	$ 195,739			
March	$ 612,321	$ 923,928	$ 747,418			
April	$ 872,321	$ 785,870	$ 905,006			
May	$ 471,237	$ 446,726	$1,022,190			
June	$ 234,979	$ 377,657	$ 451,656			
YTD	$5,080,268	$5,795,225	$6,139,548	$ 196,854	$(1,509,325)	(88.46%)

	Original Budget 2025-26	Actual 2025-26	Variance	%	Power Purchased from National Grid
July	$ 352,202	$ 152,826	$ (199,376)	(56.61%)	$ 21,157
August	$ 159,603	$ 3,512	$ (156,091)	(97.80%)	$ 45,825
September	$ 151,765	$ 1,909	$ (149,856)	(98.74%)	$ 41,838
October	$ 344,078	$ 38,607	$ (305,471)	(88.74%)	$ 40,642
November	$ 641,102				
December	$ 548,789				
January	$ 409,739				
February	$ 324,176				
March	$ 607,067				
April	$ 893,601				
May	$ 663,278				
June	$ 429,600				
YTD	$5,525,000	$ 196,854	$ (810,794)	(80.46%)	$ 149,462

November 10, 2025

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – October 2025

Sales tax revenue was up $94,792 or 5.08% compared to last October. In comparison to the budget projection for the month, sales tax was up $118,132 or 6.41%. The year-to-date actual receipts are up $522,804 or 5.95%, while the year-to-date receipts on a budget basis are up $632,621 or 7.29%.

	Actual 2022-23	Actual 2023-24	Actual 2024-25	Actual 2025-26	Variance	Monthly % Inc/(Dec)to Prior Year	Quarterly % Inc/(Dec)to Prior Year
July	$ 2,035,333	$ 2,353,567	$ 2,143,817	$ 2,284,149	$ 140,332	6.55%	
August	$ 2,008,482	$ 2,186,214	$ 2,158,407	$ 2,332,892	$ 174,485	8.08%	
September	$ 2,757,376	$ 2,490,458	$ 2,615,865	$ 2,729,060	$ 113,195	4.33%	6.19%
October	$ 1,847,562	$ 1,907,106	$ 1,867,195	$ 1,961,987	$ 94,792	5.08%	
November	$ 1,818,188	$ 1,904,366	$ 1,893,395				
December	$ 2,232,223	$ 2,223,964	$ 2,437,266				N/A
January	$ 1,849,036	$ 1,851,962	$ 1,888,207				
February	$ 1,643,774	$ 1,645,921	$ 1,638,527				
March	$ 2,041,305	$ 1,899,459	$ 2,114,743				N/A
April	$ 1,888,370	$ 1,908,041	$ 1,970,112				
May	$ 1,835,982	$ 1,970,375	$ 1,987,411				
June	$ 2,566,086	$ 2,542,299	$ 2,423,378				N/A
YTD	$ 24,614,716	$ 24,883,732	$ 25,138,323	$ 9,308,088	$ 522,804	5.95%	

	Original Budget 2025-26	Actual 2025-26	Variance	%	%
July	$ 2,117,019	$ 2,284,149	$ 167,130	7.89%	
August	$ 2,131,427	$ 2,332,892	$ 201,465	9.45%	
September	$ 2,583,166	$ 2,729,060	$ 145,894	5.65%	7.53%
October	$ 1,843,855	$ 1,961,987	$ 118,132	6.41%	
November	$ 1,869,728				
December	$ 2,406,800				N/A
January	$ 1,864,605				
February	$ 1,618,045				
March	$ 2,088,308				N/A
April	$ 1,789,981				
May	$ 1,848,458				
June	$ 2,393,608				N/A
YTD	$ 24,555,000	$ 9,308,088	$ 632,621	7.29%	

New York State sales tax distribution methodology: Monthly sales tax payments are prorated to all the jurisdictions using a percentage based on the collections from the prior year. It is important to note that most of the sales tax collections are received as monthly payments. It is not until when sales tax returns are filed in the months of March, June, September, and December that the monthly payment for each business is un-prorated and distributed per the return to the proper jurisdiction. This un-proration and re-distribution is the quarterly reconciliation process that results in how sales tax truly performed for the quarter.