

CITY OF WATERTOWN, NEW YORK
AGENDA
Tuesday, February 16, 2016

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on **Tuesday**, February 16, 2016, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRESENTATION

Cynthia L. Oddi

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Performance Review of City Manager
- Resolution No. 2 - Performance Review of City Clerk
- Resolution No. 3 - Approving Addition to the Schedule of Fees for Parks and Recreation, Arena Concession
- Resolution No. 4 - Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program
- Resolution No. 5 - Accepting Change Order #2 for Refurbish of Fire Department Pumper Truck
- Resolution No. 6 - Authorizing Intermunicipal Cooperation Agreement With St. Lawrence-Lewis BOCES
- Resolution No. 7 - Approving Memorandum of Understanding Between Neighbors of Watertown, Inc., Development Authority of the North Country, and City of Watertown For NDC Housing Rehabilitation Program

- Resolution No. 8 - Approving Change Order No. 9 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring
- Resolution No. 9 - Approving Change Order No. 3 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.
- Resolution No. 10 - Approving Change Order No. 6 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.
- Resolution No. 11 - Approving Change Order No. 4 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

ORDINANCES

- Ordinance No. 1 - An Ordinance Amending the Ordinance Dated December 21, 2015, Authorizing the Issuance of \$10,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,600,000
- Ordinance No. 2 - An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City
- Ordinance No. 3 - Adopting New Zoning Map and Amending Chapter 310 of the Code of the City of Watertown

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

STAFF REPORTS

1. Funding of the Fire Department Pumper Truck
2. Armstrong Place - Traffic Study
3. Community Development Block Grant (CDBG) 2016-2020 Consolidated Plan and 2016 Annual Action Plan Public Hearing
4. Letter from Snowtown USA – Donation of Snowshoes
5. Sale of Surplus Hydro-electricity – January 2016

NEW BUSINESS

EXECUTIVE SESSION

1. Collective Bargaining
2. To discuss the employment history of a particular individual

WORK SESSION

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MARCH 7, 2016.**

Res Nos. 1 and 2

February 10, 2016

To: City Council Members

From: Joseph M. Butler, Jr., Mayor

Subject: Resolutions of Performance Reviews of City Manager and City Clerk

The Council Members have had an opportunity to review the accomplishments over the past year for the City Manager and City Clerk.

Attached are two resolutions which provide favorable performance reviews for both.

RESOLUTION

Page 1 of 1

Performance Review of City Manager

Introduced by

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Manager annually with findings adopted by March 1 each year, and

WHEREAS the City Manager, Sharon Addison, has submitted to City Council a list of her accomplishments for the previous year, and

WHEREAS City Council acknowledged the high-energy approach to the job by Ms. Addison and her ability to resolve issues quickly, and

WHEREAS it was determined that the City Manager has demonstrated her management and communication style, and has become an effective leader of the City's workforce, and

WHEREAS the City Manager has been effective at maintaining the financial strength of the City and preparing a fiscally responsible City budget, and

WHEREAS City Council shared its observations and suggestions for development and improvement and are confident the City Manager will address these areas,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Manager's duties and performance, we find the City Manager, Sharon Addison, has performed consistent with expectations and did an excellent job in the year.

Seconded by

RESOLUTION

Page 1 of 1

Performance Review of City Clerk

Council Member HORBAGZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the Charter of the City of Watertown under Title III, Section 20-8 requires a performance review of the City Clerk annually with findings adopted by March 1 each year, and

WHEREAS the City Clerk, Ann M. Saunders, has provided City Council with a summary of her duties and accomplishments for the previous year, and

WHEREAS City Council determined the City Clerk has done an excellent job of carrying out the duties of her office and serving the public, and

WHEREAS the City Clerk has effectively led her staff in a professional and productive way, and

WHEREAS the City Clerk continues to work on improving the use of technology to make her office more efficient,

NOW THEREFORE BE IT RESOLVED that following an assessment and review of the City Clerk’s duties and performance, we find the City Clerk, Ann M. Saunders, has performed consistent with expectations and did an excellent job in the year.

Seconded by

Res No. 3

February 4, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Addition to the Schedule of Fees for Parks and Recreation,
Arena Concession

At the February 1, 2016 City Council meeting, it was discussed including an addition in the Schedule of Fees for Parks and Recreation to allow for Arena concession until a vendor is determined.

Attached for City Council consideration is a Resolution which approves adding in City and non-City resident fees.

RESOLUTION

Page 1 of 1

Approving Addition to the Schedule of Fees for
Parks and Recreation, Arena Concession

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

WHEREAS on October 5, 2015 City Council approved a Fee Schedule for the Parks and Recreation Department for FY 2015-2016, and

WHEREAS until a vendor has been designated to operate the Concession at the Watertown Municipal Arena, the below fees are put into place effective with the proposed opening:

	City Resident	Non-City Resident
Per Vendor/Per Day	\$250	\$313
Unlimited Concession Stands Per Day	\$1,000	\$1,250

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby adopts the amended fee schedule, attached and made part of this Resolution, as the Fee Schedule for the Parks and Recreation Department.

Seconded by

Parks & Recreation Fee Schedule

ARENA	City Resident	Non City Resident	
Public skating	\$ 3.00	\$ 4.00	per day
Skate & shoot	\$ 4.00	\$ 5.00	per day
Season skating pass	\$ 40.00	\$ 75.00	season
Ice skate rental	\$ 3.00	\$ 3.00	per day
Ice skate sharpening	\$ 5.00	\$ 6.00	per day
Minor hockey & figure skating / student groups	\$ 70.00	\$ 70.00	per hour
High school and college practice	\$ 70.00	\$ 70.00	per hour
Adult and out of town groups	\$ 100.00	\$ 100.00	per hour
Rock & skate	\$ 5.00	\$ 6.00	per day
Slip slide & skate			
	Per visit	NA	NA
	Per season - with skates	\$ 25.00	\$ 45.00 season
	Per season - without skates	\$ 45.00	\$ 65.00 season
Broomball	\$ 5.00	\$ 6.00	per day
Broomball equipment rental	\$ 3.00	\$ 3.00	per broom
Events where admission/donation is charged	\$ 120.00	\$ 120.00	per hour
Arena rental / Performances	\$ 1,000.00	\$ 1,250.00	per day
Performances - day before/after	\$ 500.00	\$ 625.00	per day
Parking - concert/performance/show	\$ 1,500.00	\$ 1,875.00	per event
*Multipurpose room	\$ 100.00	\$ 125.00	per day
*Multipurpose room	\$ 25.00	\$ 35.00	per hour
*Vendor space	\$ 100.00	\$ 125.00	per day
*Large stage set up	\$ 1,000.00	\$ 1,250.00	per event
*Small stage set up	\$ 500.00	\$ 625.00	per event
*Large bleacher set up	\$ 500.00	\$ 625.00	per event
*Small bleacher set up	\$ 250.00	\$ 315.00	per event
*PA system rental	\$ 50.00	\$ 65.00	per event
*Hang signage	\$ 50.00	\$ 65.00	per hour
Birthday party package	\$ 125.00	\$ 160.00	
*Hospitality Room	\$ 250.00	\$ 300.00	per day
*Office rental	\$ 500.00	\$ 500.00	per season
*Office rental	\$ 50.00	\$ 50.00	per day
Arena Concession - per Vendor	\$ 250.00	\$ 313.00	per day
Arena Concession - Unlimited Concession Stands	\$ 1,000.00	\$ 1,250.00	per day

FAIRGROUNDS	City Resident	Non City Resident	
Main baseball field			
Single game	NA	NA	per game
Doubleheader	NA	NA	per hour
Hourly	\$ 50.00	\$ 50.00	per hour
Lights	\$ 50.00	\$ 50.00	per day
Performances	\$ 1,000.00	\$ 1,250.00	per day
Day before/after	\$ 500.00	\$ 6,250.00	per day
Main multipurpose field (Field #1)			
Single game	NA	NA	per hour
Hourly	\$ 50.00	\$ 50.00	per hour
Lights	\$ 50.00	\$ 50.00	per day
Fairgrounds horse ring	\$ 60.00	\$ 60.00	per day
Municipal Fairgrounds rental	\$ 200.00	\$ 200.00	per day
Other athletic fields			
Single game	NA	NA	
Doubleheader	NA	NA	per hour
Hourly	\$ 15.00	\$ 15.00	per day
Lights	\$ 25.00	\$ 25.00	per day
Performances	\$ 1,000.00	\$ 1,250.00	per day
Day before/after	\$ 500.00	\$ 625.00	per day
*Practice - WHS, IHC, JCC	July 1st 2016: 50%	July 1st 2016: 50%	per hr
Chair rental	\$ 1.00	\$ 1.25	per day
Table rental	\$ 4.00	\$ 5.00	per day
*Chair table fee for events on premises	Rental rate applies	Rental rate applies	per day
All-day rental for City owned fields			
Non-profit	\$ 100.00	\$ 100.00	per day
Regular events	NA	NA	per day
Additional chalk lining	\$ 25.00	\$ 25.00	per lining
Main fields	\$ 200.00	\$ 200.00	per day
Parking - Outdoor events	\$ 3,000.00	\$ 3,750.00	per event
RV sites			
With utility hookup	\$ 25.00	\$ 25.00	per night
Without utility hookup	\$ 15.00	\$ 15.00	per night
Jeff Co Agriculture Society - Fair week	\$ 75.00	\$ 75.00	per week
Turface	\$ 15.00	\$ 15.00	per bag

Miscellaneous Parks & Recreation Fees	City Resident	Non City Resident	
Vendor fee	\$ 50.00	\$ 50.00	per day
Vendor fee - large event	\$ 250.00	\$ 250.00	per day
Alcohol permit processing fee	\$ 10.00	\$ 20.00	per day
JB Wise parking lot covered walkway	\$ 50.00	\$ 60.00	per day
Fairgrounds pavilion	\$ 50.00	\$ 60.00	per day
Veterans Memorial pavilion	\$ 50.00	\$ 60.00	per day
Marble Park pavilion	\$ 50.00	\$ 60.00	per day
Thompson Park			
Pinnacle pavilion	\$ 50.00	\$ 60.00	per day
Large pavilion - one of four quarters	\$ 50.00	\$ 55.00	per day
Large pavilion - full	\$ 200.00	\$ 225.00	per day
Picnic areas	\$ 10.00	\$ 20.00	per day
Rotary pavilion	\$ 40.00	\$ 50.00	per day
Band stand	\$ 40.00	\$ 50.00	per day
Baseball and softball adult leagues			
Men's and coed adult softball	\$ 250.00	\$ 250.00	per team
Athletic tournaments	\$ 150.00	\$ 250.00	per team
Sunday softball	\$ 250.00	\$ 250.00	per team
Tennis clinic	\$ 20.00	\$ 40.00	per person
Golf lessons	\$ 25.00	\$ 50.00	per person
Youth baseball & softball leagues	\$ 5.00	\$ 20.00	per person
Youth swimming lessons	\$ 5.00	\$ 20.00	per person
Fishing clinic	\$ 15.00	\$ 35.00	per person
Family Yoga	\$ 10.00	\$ 35.00	per person
Scuba diving lessons	\$ 30.00	\$ 60.00	per person
Kid's zumba	\$ 15.00	\$ 35.00	per person
Youth running club	\$ 5.00	\$ 20.00	per person
Horseback riding lessons	\$ 30.00	\$ 60.00	per person
Boot camp exercise program	\$ 20.00	\$ 50.00	per person
Volleyball team	\$ 200.00	\$ 200.00	per team
Kickball team	\$ 200.00	\$ 200.00	per team
*Soccer tournament	\$ 225.00	\$ 225.00	per team
*Basketball tournament	\$ 125.00	\$ 125.00	per team

*Soccer teams	\$ 225.00	\$ 225.00	per team
*Youth camps	\$ 30.00	\$ 50.00	per person
*Parks and Recreation classes	\$ 20.00	\$ 40.00	per person

* New programs/fees

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

The New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson. The County has asked the City to assist them by providing this transportation service for the seniors within the Citibus service area.

Attached for City Council consideration is an Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging. Under the terms of this Agreement, the City will provide transportation services, through our CitiBus program to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services. The Agreement is for the term October 1, 2015 to March 31, 2016, at a cost not-to-exceed \$5,600.00.

A resolution approving the Agreement between the City of Watertown and the County of Jefferson, acting through the Jefferson County Office for the Aging, has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Agreement Between the City of Watertown and the County of Jefferson, AAA Transportation Program

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

Introduced by

WHEREAS the New York State Office for the Aging has agreed to provide State and Federal funds to the County of Jefferson to furnish specified transportation services to certain elderly residents within the County of Jefferson, and

WHEREAS Jefferson County, acting through the Jefferson County Office for the Aging, wishes to enter into an Agreement with the City of Watertown to provide this service within the Citibus service area, and

WHEREAS the Agreement is to provide transportation services, through our CitiBus program, to residents of Jefferson County who are sixty years of age or older to enable them to access and receive health, welfare and nutrition services, and

WHEREAS the term of this Agreement is from October 1, 2015 through March 31, 2016, at a cost not-to-exceed \$5,600.00,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that it hereby approves the Agreement between the City of Watertown and Jefferson County, acting through the Jefferson County Office for the Aging, a copy of which is attached and made a part of this resolution, and

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

Seconded by

References in this Agreement to the singular shall be deemed to include the plural; references to the male gender shall be deemed to include the female gender; and references to an individual shall be deemed to include other legal entities where the context so indicates.

SECTION 2. TERM OF AGREEMENT

This Agreement shall take effect on October 1, 2015, and is for the period of October 1, 2015 through and including March 31, 2016.

SECTION 3. TERMINATION

This Agreement may be terminated by either party at any time upon thirty (30) day written notice to the other party. Said thirty (30) day period shall commence on the date such notice is actually received by the other party.

SECTION 4. CONTRACTOR REPRESENTATIONS AND ACKNOWLEDGMENTS

CONTRACTOR represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the SERVICES as provided under this Agreement and that it is properly permitted, staffed, trained, equipped, organized and financed to perform such SERVICES.

CONTRACTOR hereby acknowledges that it is aware that COUNTY will rely upon the accuracy of information supplied by CONTRACTOR pursuant to this Agreement in submitting claims for reimbursement from government sources. CONTRACTOR also acknowledges that it is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. CONTRACTOR shall be responsible for any monetary fine, penalty or sanction imposed upon COUNTY, its officers, employees and agents as a consequence of the use by COUNTY of false information submitted to the COUNTY by CONTRACTOR, unless it is shown the COUNTY had actual prior knowledge of the falsity of such information.

CONTRACTOR represents that it is not a sectarian organization and does not have as one of its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

SECTION 5. GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES

CONTRACTOR shall provide all necessary and appropriate facilities, personnel, equipment, and supplies, including, but not limited to licensed drivers (operating and supervisory), insurance, fuel and oil, to render SERVICES to PARTICIPANTS.

SECTION 6. RECORD KEEPING; AUDIT AND INSPECTION

CONTRACTOR agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by COUNTY. CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by COUNTY through the Office for Aging and duly authorized by the State Office for Aging.

CONTRACTOR agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by, and on forms furnished by OFA. Upon reasonable request,

CONTRACTOR shall provide COUNTY, NYSOFA and/or the United States government with other reports concerning SERVICES provided pursuant to this Agreement.

CONTRACTOR agrees to retain all books, records, and other documents relevant to this agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by COUNTY shall have full access to and the right to examine any of said materials during said period.

CONTRACTOR shall have its premises open for inspection by officials of OFA and/or COUNTY, State of New York, and/or the United States Government at any time during normal business hours.

SECTION 7. GRIEVANCE PROCEDURES

Should PARTICIPANTS, family members or care givers, express dissatisfaction with or be denied SERVICES, CONTRACTOR shall immediately undertake to informally resolve the complaint. Should any such matter not be satisfactorily resolved, CONTRACTOR shall notify the individual of his right to file a formal written grievance in accordance with OFA's Grievance Procedures, which are outlined in **Appendix "A"** and which by this reference are made a part of this Agreement. CONTRACTOR shall post the Grievance Procedures in a prominent location at the SERVICE delivery site. All staff of CONTRACTOR providing SERVICES are to be instructed concerning these grievance procedures and must verbally inform unsatisfied PARTICIPANTS, family members or care givers of their right to file a grievance.

SECTION 8. COMPLIANCE WITH ALL LAWS

The CONTRACTOR agrees that during the performance its obligations required pursuant to this Agreement, CONTRACTOR and all officers, employees, agents or representatives working under CONTRACTOR'S direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations applicable to the SERVICES and this Agreement, and including, but not limited to, compliance with all laws and other legal obligations outlined in **Appendix "B"** which is attached hereto and made a part of this Agreement.

SECTION 9. FINANCIAL ARRANGEMENTS

COUNTY shall pay CONTRACTOR in full satisfaction for SERVICES rendered in accordance with this Agreement the sum, not to exceed FIVE THOUSAND SIX HUNDRED DOLLARS (\$5,600.00) for the entire period of the Agreement. PARTICIPANT contributions are projected to be TWO THOUSAND FIVE HUNDRED DOLLARS AND 50/100 (\$2,500.50). The total value of the Agreement shall not exceed EIGHT THOUSAND ONE HUNDRED DOLLARS AND 50/100 (\$8,100.50) for the entire period of the Agreement. CONTRACTOR shall submit a claims for SERVICES rendered for each month as soon as practicable following the conclusion of that month. Any claims submitted after said tenth day of the month for payment for SERVICES for the prior month may be held by COUNTY for payment with the subsequent month's claim. Each claim shall be accompanied by: (A) a listing of PARTICIPANTS who were actually provided with SERVICES by CONTRACTOR in the given month with reference to the number of one-way trips provided to each PARTICIPANT; and (B) and a monthly listing of the amount of contributions received from all PARTICIPANTS.

CONTRACTOR agrees to notify PARTICIPANTS of the opportunity to contribute towards the cost of SERVICES in accordance with to a suggested contribution schedule supplied by OFA. SERVICES provided to PARTICIPANTS shall not be adversely affected by a failure to contribute to all or part of the cost of SERVICES.

CONTRACTOR agrees not to request payment for, or to receive payment for services which are not rendered in compliance with this Agreement.

SECTION 10. CONTRACT DEEMED EXECUTORY

This Agreement shall be deemed executory only to the extent of funds appropriated by the Jefferson

County Board of Legislators and or the governments of the State of New York and the United States and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such funds. It is understood and agreed that neither this Agreement, nor any representation by any public employee or officer creates any legal, moral or equitable obligation on the part of the COUNTY to request, appropriate or make additional funds available for the purposes of this Agreement.

SECTION 11. ASSIGNMENT; SUBCONTRACTING

CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, unless the previous written consent of COUNTY has first been obtained. Any attempted or purported assignment without such prior written consent shall be void. The provisions of this clause shall not hinder, prevent, or affect any assignment by CONTRACTOR for the benefit of its creditors made pursuant to the Laws of the State of New York.

CONTRACTOR will not subcontract its duties hereunder without the prior written consent of COUNTY. This provision does not prohibit CONTRACTOR from entering into employment contracts or, contracts for the acquisition of goods or facilities or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of SERVICES hereunder without consent of COUNTY. Prior to submitting a subcontractor for approval under this Section, CONTRACTOR shall diligently inquire into the capability, qualifications and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by CONTRACTOR that the subcontractor is fully capable, qualified and licensed to provide the subcontracted SERVICES.

Any subcontract entered into by CONTRACTOR pursuant to this section shall provide that CONTRACTOR will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between CONTRACTOR and COUNTY and any other requirements applicable to CONTRACTOR in the provision of SERVICES pursuant to this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and COUNTY, nor shall CONTRACTOR be relieved of any of its obligations under this Agreement, as a consequence of any subcontract approved by COUNTY under this Section.

SECTION 12. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Worker's Compensation Insurance and Disability Insurance, the COUNTY, its officers, employees and agents shall be named as additional insureds on all such policies** with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
Worker's Compensation and NYS Disability	Statutory
Business Automobile Liability	\$1,000,000 Combined Single Limit

(Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)

Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
--	---

Each policy of insurance, and except for Workers Compensation Insurance and Disability Insurance, shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance or self-insurance, including any deductible, maintained and/or otherwise provided by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice via certified registered mail to the COUNTY and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to CONTRACTOR.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

CONTRACTOR retains the right to self-insure for the commercial general liability insurance coverage required in this section.

SECTION 13. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the operations or work of CONTRACTOR in the performance of this Agreement; or (b) the CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged or is proven to have acted outside the scope of employment, agency or contract, shall not release CONTRACTOR of any of its obligations under this Section.

Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and officers, agents, and employees, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

SECTION 14. NON-DISCRIMINATION

CONTRACTOR will not discriminate against any employee, applicant for employment or PARTICIPANT because of race, creed, color, gender, national origin, age, disability, sexual orientation or marital status.

SECTION 15. NONWAIVER

In the event that the terms and conditions of the Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

SECTION 16. REMEDIES

The remedies available to COUNTY specified in this Agreement shall be cumulative and in addition to any other remedies available by law or in equity.

SECTION 17. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York, without regard to conflict of law principles thereof.

SECTION 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Clauses required by law to be inserted in this Agreement shall be deemed to be incorporated herein and the Agreement shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such correct insertion.

SECTION 19. SEVERABILITY

Should any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by a Court of competent jurisdiction, then (a) such provision shall be deemed stricken; (b) the balance of this Agreement, if capable of performance, shall remain in full force and effect; and (c) in the event that a provision is stricken pursuant to this Section then the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 20. MODIFICATION OF AGREEMENT

This Agreement may not be amended or modified in any of its provisions except by mutual consent, signed by duly authorized by duly authorized representatives of each of the Parties.

SECTION 21. NO THIRD PARTY BENEFICIARIES

Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the CONTRACTOR or the COUNTY.

SECTION 22. USE OF HEADINGS

Section headings contained herein are for information and reference only and do not comprise a part of the terms of this Agreement.

SECTION 23. NOTICES

Any notice required to be provided, or deemed necessary by either party to this Agreement, shall be complete when received by the party to whom it is transmitted in writing to the following persons and addresses:

COUNTY -

Director of Office for the Aging
175 Arsenal Street
Watertown, New York 13601

CONTRACTOR -

City Manager
City of Watertown
245 Washington Street
Watertown, NY 13601

SECTION 24. SURVIVING OBLIGATIONS

The following obligations of CONTRACTOR under this Agreement shall survive the termination and expiration hereof: Section 4; Section 6 insofar as it requires records to be maintained following termination of the agreement and allows audit thereof; Section 10; Section 11; Section 14; Section 16; Section 17; Section 18; Section 19; Section 20; Section 22; Section 23; Section 25; and Section 26.

SECTION 25. NO PROMISE OF EXPANDED SERVICE AREA

Nothing herein shall be construed as requiring CONTRACTOR to expand its transportation services beyond those which exist as of the effective date of this Agreement.

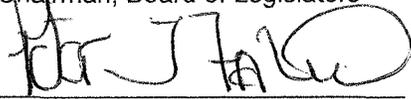
SECTION 26. ENTIRE AGREEMENT

This Agreement comprises the entire integrated agreement between the Parties and supercedes any and all prior understandings between the parties, oral or written, respecting the SERVICES.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

COUNTY OF JEFFERSON

By: _____
Scott A. Gray
Chairman, Board of Legislators

By: 
Peter J. Fazio
Director, Office for the Aging

CONTRACTOR

By: _____
Sharon Addison
City Manager, City of Watertown

Tax Id No. _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

SS.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **SCOTT A. GRAY**, to me personally known, who, being by me duly sworn, did depose and say that he is the Chairman of the Board of Legislators of Jefferson County, the municipal corporation described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said County by order of the Jefferson County Board of Legislators.

NOTARY PUBLIC

STATE OF NEW YORK)

SS.:

COUNTY OF JEFFERSON)

On this 21st day of January, 2016, before me personally came **PETER J. FAZIO**, to me personally known, who, being by me duly sworn, did depose and say that he is the Director of the Jefferson County Office for the Aging, the administrative agency described in and which executed the foregoing instrument; that he signed his name hereto for and on behalf of said administrative agency by order of the Jefferson County Board of Legislators.

Maria P. Lashway

NOTARY PUBLIC

MARIA P. LASHWAY
Notary Public, State of New York
No. 04LA6144247
Qualified in Jefferson County
Commission Expires April 24, 2018

STATE OF NEW YORK)

SS.:

COUNTY OF JEFFERSON)

On this ___ day of _____, 20___, before me personally came **SHARON ADDISON**, to me personally known, who, being by me duly sworn, did depose and say that (s)he is the City Manager of the City of Watertown, the CONTRACTOR described in and which executed the foregoing instrument, and (s)he executed said instrument for and on behalf of said CONTRACTOR.

NOTARY PUBLIC

JEFFERSON COUNTY OFFICE FOR THE AGING
GRIEVANCE PROCEDURES

I. Purpose

A. In accordance with Section 306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Jefferson County Office for the Aging has established the following process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

II. Notifying Participants of Right to File Grievance

A. The Jefferson County Office for the Aging and each of its service provider agencies providing Title III services ("service provider agencies") shall notify participants and applicants of their right to file a grievance, as follows:

- 1) A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries shall also be written in languages other than English where required to serve the client/applicant population.
- 2) In-home services participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.

B. Denial of Service. A participant or applicant who is denied Title III services must be given the reasons for the denial. For housekeeping, homemaker, home delivered meals, case management, and other services for which written applications are made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For congregate meals, transportation, recreation and other services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

III. Grievance Process

A. Filing of Grievance

(1) Participants must submit their grievances in writing to the person(s) or office that has been designated by a service provider or by the Jefferson County Office for the Aging Director, whichever is appropriate, to conduct the initial review. The reviewer may be the director of the service provider agency of the Jefferson County Office for the Aging, or any other person designated by such director who is not familiar with or otherwise involved in the grievance.

(2) The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstance with which the participant is dissatisfied.

Appendix "A"

The Jefferson County Office for the Aging or service provider may grant an extension for good cause shown.

(3) The grievance should be filed on the form provided by the Jefferson County Office for the Aging which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

B. Investigation and Response to Grievance

(1) The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.

The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is, consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

(2) The designated reviewer shall prepare and send a written response to the grievant and to the Jefferson County Office for the Aging Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination. If the grievance is being handled by a subcontractor organization, a copy of its decision must be forwarded to the Director of the Jefferson County Office for the Aging.

C. Appeal of Initial Response/Decision

(1) If the complaint has been handled by a service provider agency, under subcontract to the Jefferson County Office for the Aging, and the grievant is not satisfied with its determination, she/he has the right to further review as follows:

(a) She/he may initiate a request for subsequent review by the Jefferson County Office for the Aging Director within twenty (20) calendar days following receipt of notification by the service provider agency of its decision.

(b) The Jefferson County Office for the Aging Director shall request, and the subcontractor agency shall provide, copies of the initial file on the complaint in question. The Jefferson County Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Jefferson County Office for the Aging Director will meet with the older person to allow the grievant an opportunity to present information about the grievance.

(c) If policies and procedures have been adhered to, The Jefferson County Office for the Aging Director will not overturn the decision of its subcontractor agency. If proper policies and procedures have not been applied, the Jefferson County Office for the Aging reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

IV. Recordkeeping

The Jefferson County Office for the Aging or service provider agency which is handling the grievance shall keep a file, for six years, of all relevant documents and records. This shall include at a minimum: the initial grievance; any investigative reports; any written response submitted by the Jefferson County Office for the Aging or service provider agency; any documents or other records submitted by any party; the written Initial Response of the agency; and, if applicable, the notice to the grievant of the right to an appeal.

V. Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX "B"

Standard Terms and Conditions for Aging Programs and Services Contracts

1. Statutes, Regulations, and Policies: Contractor agrees that all its activities under this Contract shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
Americans with Disabilities Act of 1990 (42 U.S. C. 12101, et seq.; see 92-PI-32, [8/4/92])
Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
Older Americans Act
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
Equal Access to Services and Targeting Policy (12-PI-08)
Elder Law
2. Targeting: Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.
3. Language Access: Contractor shall inform persons with limited English proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

4. Conformance with AAA Area Plan: To the extent that the contract with the AAA is for a program or service funded under the Area Plan, Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to Contractor.

5. Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

County of Jefferson
Office of the County Attorney

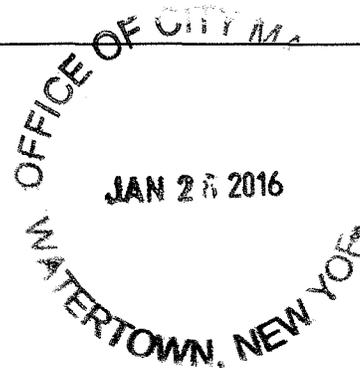
County Office Building
175 Arsenal Street
Watertown, New York 13601
(315) 785-3088 (315) 785-5178 Fax

Fax not authorized for service



January 25, 2016

City of Watertown
Sharon Addison, City Manager
245 Washington Street, Suite 302
Watertown, NY 13601



Re: Jefferson County Office for the Aging Agreement(s) -
City Bus Transportation for the Elderly - 10/1/15-3/31/16

Dear Sir/Madam:

Please find enclosed, three duplicate originals of the above referenced agreement(s) for review and signature (in the presence of a Notary Public) by an authorized official. Once signed and notarized, kindly return all original duplicates to my attention with the proper insurance certificate(s) in order for us to forward them to the Chairman of the Board of Legislators for execution. Please be advised that contracts are not fully executed until proper insurance certificates are reviewed and approved.

Please note the updated insurance requirements in your contract. Also, I have enclosed a memo and a sample insurance certificate that you should provide to your insurance agent in order to expedite the receipt of proper insurance certificates by this office. If a certain insurance requirement referenced in your agreement does not pertain to you, please make a request for a waiver of such coverage in writing directly to this office, to the attention of the County Attorney.

In order to further streamline the execution process, *please do not send the contracts without the certificates*. If your agent needs to update your certificates, please have them sent directly to you for inclusion in the packet. Contracts without proper insurance certificates will be returned to the department and will cause significant delays in the execution process. **Please contact Peter J. Fazio, Jefferson County Office for the Aging Director if you have any questions regarding the provisions of the agreement(s).**

Thank you in advance for your anticipated cooperation.

Sincerely,

Kimberly A. Snow
Confidential Secretary
to the County Attorney

enc.

cc: Peter J. Fazio, OFA

Res No. 5

February 9, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Authorizing Change Order #2 for Refurbish of Fire Department Pumper Truck

On November 16, 2015, City Council accepted a bid in the amount of \$82,306.14 from Jerome Fire Equipment to refurbish the Fire Department Pumper Truck, per our specifications. City Council also accepted Alternatives Nos. 1 and 2 at an increase of \$1,448.89, bringing the total bid to \$83,755.03.

On February 1, 2016, City Council accepted Change Order #1 in the amount of \$2,138.07.

As stated in the attached report of Fire Chief Dale C. Herman, Jerome Fire Equipment has submitted Change Order No. 2 in the amount of \$972.50. This brings the total amount to \$86,865.60.

Attached for City Council consideration is a Resolution approving Change Order No. 2 increasing the amount and accepting the additional items. Funding of up to \$150,000 for this project was approved on July 5, 2015, to come out of the Capital Reserve Fund. As the project is still within budget, no additional action is needed to provide funding for this change order.

I recommend to Council that future change orders totaling \$5,000 or less for the Pumper Truck Refurbish be approved by the City Manager to expedite the process.

RESOLUTION

Page 1 of 1

Accepting Change Order #2 for Refurbish of Fire Department Pumper Truck

Introduced by

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

WHEREAS on November 16, 2015, City Council accepted the bid from Jerome Fire Equipment in the amount of \$82,306.14 for the refurbish of the Fire Department Pumper Truck, per our specifications , and

WHEREAS City Council also accepted Alternatives Nos. 1 and 2 at an increase of \$1,448.89, bringing the total bid to \$83,755.03, and

WHEREAS on February 1, 2016, City Council approved Change Order #1 in the amount of \$2,138.07, and

WHEREAS Jerome Fire Equipment has now submitted Change Order #2 in the amount of \$972.50,

NOW THEREFORE BE IT RESOLVED by the City Council that it hereby accepts Change Order #2 submitted by Jerome Fire Equipment in the amount of \$972.50 for refurbish of the Fire Department Pumper Truck, bringing the total amount to \$86,865.60, and

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all documents necessary with accepting Change Order #2 on behalf of the City.

Seconded by



CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821
Dale C. Herman, Fire Chief
dherman@watertown-ny.gov



February 9, 2016

Ms. Sharon Addison
City Manager
245 Washington Street
Watertown NY 13601

RE: Change Order #2 Refurbishing Fire Department Pumper Truck

Ms. Addison,

On November 16, 2016, Council approved Resolution #11 accepting a bid for *Refurbishing Fire Department Pumper Truck* from Jerome Fire Equipment. The cost of such work was for \$83,755.03. Since the delivery of the pumper, on January 11th, to the Jerome Shop, their review and inspection of the vehicle and components has indicated some additional work, not originally covered in the contract, that need to be conducted in order to have the vehicle function in a safe and designed manner.

Council approved Change Order #1 for this project, for the amount of \$2,138.07, as Resolution #9 on February 1 of 2016.

Attached are estimates from the Apparatus Service Manager for replacement of flexible custom made hoses with associated labor charges (\$897.50) and replacement of door switches (\$75.00). These pricings are in line with other shops that do similar work on fire apparatus and I am recommending that a Change Order #2, for a total amount of \$972.50, be approved so that work on this vehicle can progress. With the additional cost of both Change Order #1 and Change Order #2, the total cost will become \$86,865.60 which is still within the projected budgeted cost of the refurbishment (\$150,000).

If you have any questions, I would be happy to meet with you to discuss.

CITY OF WATERTOWN FIRE DEPARTMENT

Dale C. Herman
Fire Chief, EFO



Jerome Fire Equipment Co., Inc.
 8721 Caughdenoy Rd., Clay, NY 13041
 Phone: 315-699-5288
 Toll-Free: 800-699-4533
 Fax: 315-699-8895

ESTIMATE

Quoted by: Duane Otis, Jr.
E-mail: dotis@jeromefire.com

DATE 2/1/16

City of Watertown
Attn: Chief Dale Herman

	Waterways hoses need replacing (dry rotted)		
	New custom made waterway hoses approx. 10ft of 1.5" and 2" combined. (3 hoses)		\$600.00
3.5	Labor hours	\$85.00	\$297.50
		TOTAL	\$897.50

Thank You for the opportunity to submit this proposal. If there are any questions, please do not hesitate to call.

Thank You,

Duane Otis Jr., Apparatus Service Manager
 Jerome Fire Equipment



Jerome Fire Equipment Co., Inc.
 8721 Caughdenoy Rd., Clay, NY 13041
 Phone: 315-699-5288
 Toll-Free: 800-699-4533
 Fax: 315-699-8895

ESTIMATE

Quoted by: Duane Otis, Jr.
E-mail: dotis@jeromefire.com

DATE 2/9/16

**Watertown City of
 Attn: Chief Dale Herman
 Door switches**

	New door switches to be added to compartment doors.		
10	627488 door switches	\$7.50	\$75.00
		TOTAL	\$75.00

Thank You for the opportunity to submit this proposal. If there are any questions, please do not hesitate to call.

Thank You,

Duane Otis Jr., Apparatus Service Manager
 Jerome Fire Equipment

Res No. 6

February 10, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Authorizing Intermunicipal Cooperation Agreement

City Purchasing Manager Amy M. Pastuf has been working over the years to consolidate and coordinate with other entities when possible to save money in our purchasing power. As detailed in her attached report, Ms. Pastuf has worked with the St. Lawrence-Lewis BOCES on a cost savings for office paper.

Attached for City Council consideration is a Resolution authorizing the City to enter into the Intermunicipal Cooperation Agreement with St. Lawrence-Lewis BOCES.

RESOLUTION

Page 1 of 1

Authorizing Intermunicipal Cooperation Agreement
With St. Lawrence-Lewis BOCES

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown wishes to aggregate our buying power in order to realize cost savings where possible, and

WHEREAS the City of Watertown desires to enter into an Agreement to share with the St. Lawrence-Lewis BOCES on office paper,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the Intermunicipal Cooperation Agreement between the St. Lawrence-Lewis BOCES and the City of Watertown, a copy of which is attached and made part of this Resolution, and

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

Seconded by

INTERMUNICIPAL COOPERATION AGREEMENT

FOR THE ESTABLISHMENT OF COOPERATIVE PURCHASING

The parties to this AGREEMENT are the St. Lawrence-Lewis Board of Cooperative Educational Services ("BOCES"), with its principal business address at 40 W. Main Street, P.O. Box 231, Canton, New York, 13617, and _____, with its principal business address at _____, (collectively, the "PARTIES").

RECITALS

WHEREAS, the BOCES, as a duly constituted Board of Cooperative Educational Services, is established and defined as a municipal corporation under Education Law §1950 and by and of the State of New York;

WHEREAS, the _____ is established and defined as a municipal corporation under the Education Law § 6300, *et seq.*, by and of the State of New York;

WHEREAS, New York State General Municipal Law, Article 5-G authorizes BOCES and the _____ each to enter into an intermunicipal cooperation agreement ("AGREEMENT") to carry out any function or responsibility each has authority to undertake alone; and

WHEREAS, BOCES and the _____ have undertaken a reasonable review of the cost of engaging in a cooperative purchasing arrangement and agree that such an arrangement under Article 5-G of the General Municipal Law will realize a cost savings for both entities regarding the acquisition of certain goods, fuels, and products.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this AGREEMENT, and other good and valuable consideration, receipt of which is acknowledged by both PARTIES, it is agreed as follows:

1. TERM:

The term of this AGREEMENT shall begin on _____, and shall extend for one year through and including _____. Any extension of this AGREEMENT shall be in writing, duly executed between the PARTIES, in the same manner as this AGREEMENT.

2. COOPERATIVE BIDDING:

- a. At all times, both the BOCES and the _____ will comply with the competitive bidding requirements of General Municipal Law when purchasing products and supplies. To the extent that either BOCES or the _____ may have additional requirements pursuant to other provisions of state or local law which are separately applicable, and/or their own purchasing or procurement policies, each entity shall be separately responsible, at its own cost and expense,

to ensure full and complete compliance with any additional requirement applicable only to BOCES or the _____.

- b. Notwithstanding the above, the respective PARTIES' Purchasing Departments hereto have agreed to seek joint bids on any new contracts for supplies or goods to the greatest extent possible for the duration of this AGREEMENT.
- c. When seeking bids hereunder, the party advertising the bid shall specify that the other party shall, separately, have the right to purchase thereunder. Each party shall separately be responsible for executing a contract with the successful vendor and for paying the vendor directly including any additional shipping or delivery costs to other locations not specified in the bid. The advertising party shall bear the full costs of the publication and circulation of each joint bid at its own costs and expense, unless by prior agreement the PARTIES have agreed to share such costs and expenses. To the greatest extent practicable, the PARTIES will strive to equalize the advertising costs of bids among the PARTIES by alternating advertising for joint bids where there is no other agreement to share such costs.
- d. To the extent practicable, the entities hereto shall confer to ascertain the minimum quantities needed of an item or product which shall be specified in lots in the bid specifications, however, no party shall be obligated to purchase any items or products under any bid let or awarded by the other party.
- e. In the event a bid or bidder is disqualified by one party for any reason (including, *inter alia*, debarment, prohibited/statutory conflict of interest, prevailing wage violations), it is agreed that neither party shall purchase from the disqualified bidder or vendor for the purposes of that bid only. Further, each party disqualifying the bid/bidder or vendor shall defend any such determination disqualifying a bid/bidder or vendor at its own cost and expense, including any court proceedings brought regarding the same.
- f. The advertising party, or either party to a joint advertisement, reserves the right to reject any or all bids. In the event a bid or bids are rejected, the other party shall not purchase thereunder.
- g. Both the _____ and BOCES are tax exempt under both state and federal law and, as such, taxes shall not be included in any contract or bid price. Tax exempt certificates shall be provided promptly upon a successful bidder's request.

3. COOPERATIVE PURCHASING:

- a. The intent of this AGREEMENT is to provide for cost savings and efficiencies in the acquisition of certain goods, fuels, and supplies. It is realized that items or supplies sought by one entity may not be useful or needed by the other or that more recent bids may still be in force, and as such, there is no requirement hereunder that every bid sought by one party or the other be jointly let.
- b. Notwithstanding the previous paragraph, it is the PARTIES intent by and through their ratification of this AGREEMENT to coordinate purchasing, to the greatest

extent practicable, and to spread economies of scale attendant to larger quantity, recurring purchases between the PARTIES.

- c. To the extent practicable, and should current or future vendors agree thereto, each party shall consent to allow the other party to directly purchase off of competitively let, current bid awards now in force, or from separately let and awarded bids in the future, upon identical terms as may apply to the party awarding the bid (any additional transportation and delivery costs are to be borne by the purchasing party). In this event, each party shall contract directly with the other party's vendor.

4. ***FEES:** *(optional)*

When the PARTIES enter into a joint bid under this agreement, or a bid is let by BOCES which the _____ is permitted to join, the costs to the _____ shall be in an amount of _____ payable to the BOCES within thirty (30) days of the awarding of the bid.

**Applicable fees, if any will be waived. Any future fees may be offset through reciprocal agreements whereby the _____ provides the BOCES access to mutually beneficial bids. No fees will be imposed without prior agreement.*

5. **HOLD HARMLESS:**

Each party hereunder shall hold the other harmless regarding the preparation of bid specifications, advertisement and awarding bids hereunder. Each party further releases the other party from liability for any damages sustained by any other person claiming by or through the _____ or BOCES due to the _____'s or BOCES' performance under this AGREEMENT.

6. **RATIFICATION:**

Both PARTIES acknowledge this AGREEMENT is subject to approval and ratification by the _____ Legislature and the BOCES Board of Education on behalf of the _____ and BOCES, respectively, and, further, the PARTIES will put this AGREEMENT before each of their respective bodies for ratification at the next meeting following the signing of this agreement.

7. **NON-ASSIGNMENT:**

This AGREEMENT may not be assigned by either PARTY, or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the other PARTY and any attempts to assign the contract without such written consent will be null and void.

8. **DISPUTE RESOLUTION:**

In the event either PARTY has a dispute relating to this AGREEMENT, including but not limited to the applicability of professional standards for work undertaken by the joint employee, it shall provide written notice to the other PARTY of such dispute and include

a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) calendar days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph nine (9) of this AGREEMENT.

9. TERMINATIONS:

Both PARTIES reserve the right to terminate this AGREEMENT upon providing sixty (60) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph eight (8) of this AGREEMENT.

10. NOTICES:

Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) **To:** _____:

(b) **To BOCES:**
Attn: District Superintendent
40 W. Main Street
P.O. Box 231
Canton, New York 13617.

11. GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the State of New York. Each party shall perform, at all times, under this AGREEMENT in accordance with all applicable provisions of all federal, state and local laws, rules and regulations applicable hereto.

12. HEADINGS:

Headings of titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

13. FULL AGREEMENT:

St. Lawrence-Lewis BOCES/ _____ – Coop Purchasing Agreement

Date: _____

Page 5 of 5

This AGREEMENT constitutes the full agreement between the PARTIES and, therefore, the PARTIES agree that this AGREEMENT supersedes any other understanding, writing, or agreement between or among the PARTIES. This Agreement may not be amended or modified by either party except by a written agreement signed by both PARTIES and ratified by their respective governing bodies in the same manner as this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the ____ day
of _____, 20__.

_____ Date _____

CERTIFICATION BY THE BOARD OF TRUSTEES

I, _____, Secretary of the Board of Trustees for _____ do certify that
an AGREEMENT for cooperative bidding and purchasing between the St. Lawrence-Lewis BOCES and
_____ was duly approved by the Board of Trustees for _____
on _____.

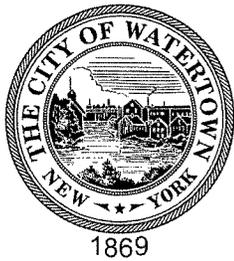
Signature of Board of Trustees Secretary Date _____

BOCES District Superintendent Date _____

CERTIFICATION BY BOCES BOARD CLERK

I, _____, Clerk of the St. Lawrence-Lewis BOCES Board of Education do certify that an
AGREEMENT for cooperative bidding and purchasing between the St. Lawrence-Lewis BOCES and
_____ was duly approved by the St. Lawrence-Lewis BOCES Board of Education on
_____.

SIGNATURE OF BOCES BOARD CLERK Date _____



CITY OF WATERTOWN, NEW YORK

ROOM 205, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
E-MAIL APastuf@watertown-ny.gov
☎(315) 785-7749 ☎(315) 785-7752

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Intermunicipal Cooperation Agreement
DATE: 2/9/2016

Over the last few years, Purchasing Officials from the Jefferson County area have been meeting on a regular basis to discuss matters of interest. One of the ideas that we seized upon was the ability to aggregate our buying power in order to realize additional costs savings. The first commodity that we are seeking to work together on bidding is office paper.

In order to participate in this initiative, the City of Watertown needs to execute an Intermunicipal Cooperation Agreement with the St. Lawrence-Lewis BOCES. St. Lawrence-Lewis BOCES will be acting as the “lead agent” on the bid for office paper. I have attached a copy of the proposed Agreement.

Mr. Slye has reviewed the agreement and his questions have been resolved.

If you have any questions, please let me know.

Res No. 7

February 10, 2016

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Approving Memorandum of Understanding Between Neighbors of Watertown, Inc., Development Authority of the North Country, and City Of Watertown for the NDC Housing Rehabilitation Program

The NDC Housing Rehabilitation Program that was initiated in 1995 was described to the City Council at the January 11, 2016 Work Session. During the Work Session, Council Members agreed that the program should be re-energized.

Before and after photographs of previous projects are attached to give an idea of the program's visual impact, beyond the financial benefit of a \$298,000 increase in assessments.

The Development Authority's Board has authorized \$200,000 for construction financing.

A new Memorandum of Understanding for the program has been drafted. The resolution prepared for City Council consideration approves the MOU.

RESOLUTION

Page 1 of 1

Approving Memorandum of Understanding
Between Neighbors of Watertown, Inc., Development
Authority of the North Country, and City of Watertown
For the NDC Housing Rehabilitation Program

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS Neighbors of Watertown, Inc., Development Authority of the North Country and City of Watertown have agreed to work together on a Housing Rehabilitation Program within the City of Watertown, and

WHEREAS the City of Watertown deems this program to be for a valid public purpose, and

WHEREAS the taxpayers of the City of Watertown will benefit by having rehabilitated homes back on the tax rolls,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Memorandum of Understanding between Neighbors of Watertown, Inc., Development Authority of the North Country and the City for a Housing Rehabilitation Program (commonly known as the NDC Program), a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Joseph M. Butler, Jr., is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the City Council.

Seconded by

MEMORANDUM OF UNDERSTANDING

By and Between

NEIGHBORS OF WATERTOWN, INC. and DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY and CITY OF WATERTOWN

The undersigned agree to the following matters with regard to the Housing Rehabilitation Program to be undertaken in the City of Watertown.

RECITALS

1. Properties suitable for rehabilitation are available from time to time from the City of Watertown and other sources (bank foreclosed properties, donated properties, etc.).
2. The City desires to have these properties rehabilitated and returned to the tax rolls.
3. Neighbors of Watertown, Inc. (Neighbors) and the Development Authority of the North Country (Authority) desire to enter into a partnership with the City of Watertown (City) to undertake a housing rehabilitation program.
4. Neighbors, as Developer, has agreed to administer the rehabilitation program and the sale of the property to an eligible buyer.
5. The Authority, as Lender, has agreed to provide up to \$200,000 in construction/bridge financing at 1% interest, or 0% if it is sold to an income-eligible household.
6. The parties herein wish to set forth their understandings and agreements relative to such housing rehabilitation program.

The attached Addendum 1 outlines the basic services to be performed by each participating party.

In addition:

1. The City will sell the properties to Neighbors for the amount of the outstanding taxes, collection of which shall then be deferred until the property is sold by Neighbors.
2. The Authority will provide funds for eligible program costs at 0% interest if the property is sold to an income-eligible household, income-eligible household being defined as a household with an income at or below 90% of the area median income. If the home is sold to someone above 90% of the area median income then the interest rate will be 1% on the loan. Such funds will be disbursed to Neighbors on a drawdown basis and will be repaid in full upon Neighbors sale to a homebuyer. Eligible program costs shall include, but not be limited to: closing costs; legal and financing costs; insurance; taxes; utilities; hazardous materials abatement; rehabilitation costs; Neighbors administration fee; sales offering and advertising costs; settlement costs; and deferred acquisition price.
3. The City will draw from other resources such as CDBG, HOME, and appropriated funds, if needed in addition to the sale proceeds, to fund eligible program costs remaining after the sale.
4. Neighbors will provide administrative services as per Addendum 1 for a fee of \$5,000 per dwelling. Such fee will be drawn down per a schedule of values throughout the project and will be paid in full by closing of sale to homebuyer. All eligible program costs incurred by Neighbors will be paid in full by program funds as provided in 2. and 3. above.
5. Upon sale of the property, all net proceeds after payment of normal closing costs for attorney's fees, recording charges, sale expenses, and settlement charges shall be utilized as follows:
 - a. To pay all legal costs, financing costs, insurance, taxes, and utilities other than back taxes which form the purchase price.
 - b. To pay any remaining rehabilitation costs, including Neighbors administration fee.
 - c. To repay the Authority any monies advanced under paragraph 4. above.
 - d. To pay to the City the deferred sales price as per paragraph 1. above.

- e. Any remaining net proceeds shall be considered program funds to be utilized for future rehabilitation projects.
 - f. In the event the sales proceeds and any funds in escrow from paragraph e. above, are insufficient to fully pay for eligible program costs, the City of Watertown will then draw upon other resources as set forth in paragraph 3. above.
6. All participating parties shall pre-approve the undertaking of each and every property rehabilitation.
 7. It is the intention of the parties that this will be an ongoing program for the improvement of the housing stock in the City of Watertown.
 8. This agreement represents the entire agreement between the parties and all prior discussions or understandings are hereby merged herein.
 9. This agreement cannot be modified except in writing duly signed and acknowledged by the parties.

IN WITNESS WHEREOF the parties set their hands this _____ day of _____ 2016.

City of Watertown

Neighbors of Watertown, Inc.

Name

Name

Title

Title

Date

Date

Development Authority of the North Country

Name

Title

Date

ADDENDUM 1

Participating Parties:

City of Watertown

Sponsor

Provide properties for program

Provide CDBG First Time Homebuyer Grants to eligible buyers.

Provide CDBG or other funds to pay for eligible program costs not covered by sales proceeds, if any.

Provide necessary City staff to work with Neighbors and the Authority on determining each project's feasibility and scope.

Upon sale of property to Neighbors and during its ownership defer sale price.

Neighbors of Watertown, Inc.

Developer

Acquire properties for rehabilitation from the City.

Clear title and obtain title insurance if necessary.

Prepare rehabilitation plans, specifications and budget.

Select contractor and oversee rehabilitation work.

Process drawdowns from revolving fund and payment of bills.

Manage property prior to sale.

Counsel potential homebuyers.

Select buyer from eligible Homebuyers.

Sell property to an owner occupant and close out project.

Development Authority of the North Country

Lender

Provide rehabilitation financing to developer

Monitoring loan fund compliance

1162 Boyd Street - 2004



763 Mill Street – 2003



717 Davidson Street – 2003



409 Broadway Ave East – 2006



323 North Rutland Street – 2006



125 Pleasant Street – 1997





941 Franklin Street – 1996





193 East Main – 2001





513 Binsse Street - 1998



610-612 Bronson Street – 2008



Res Nos. 8, 9, 10, 11

February 8, 2016

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Change Orders for Watertown Municipal Arena Renovation,
Bette & Cring and Lawman Heating and Cooling, Inc.

On March 30, 2015, City Council approved several bids for the Watertown Municipal Arena Renovation, for a total bid award of \$9,141,000. Work is nearing completion on this project. The current total of all four contracts is \$9,399,212.80.

As detailed in City Engineer Justin L. Wood's attached report, four Change Orders have been submitted for a total increase of \$36,530.23.

Attached for Council consideration are the four Resolutions for these Change Orders as described in Mr. Wood's report. Approval of these Resolutions is contingent upon approval of the Bond Ordinance Amendment also in tonight's Council Agenda to cover the cost of this project.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 6 February 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Watertown Municipal Arena Renovation – Change Orders

The following memorandum summarizes a series of change orders (CO) which have affected the contract price of the Arena Renovation project, and require City Council approval. **The CO's being presented at this time result in a net increase of \$36,530.23 bringing the total contract amount to \$9,399,212.80.**

The original contracts awarded and previously approved change orders for the Arena Renovation project are as follows:

Contract 1 – General Contract (GC)

Bette & Cring	
Base Bid	\$6,268,000.00
CO 1-001	- \$ 31,260.00 (credit)
CO 1-002	+ \$ 20,543.00
CO 1-003	+ \$ 20,790.42
CO 1-004	+ \$ 21,236.92
CO 1-005	+ \$ 34,346.03
CO 1-006	+ \$ 48,816.05
CO 1-007	+ \$ 28,038.05
CO 1-008	Time Ext. Only
Current Contract	= \$6,410,510.47
CO 1-009	+ \$ 49,698.90
New Contract	= \$6,460,209.37

Contract 2 – Mechanical Contract (MC)

Lawman Heating and Cooling, Inc.	
Base Bid	\$1,229,000.00
CO 2-001	- \$ 7,840.00 (credit)
CO 2-002	Time Ext. Only
Current Contract	= \$1,221,160.00
CO 2-003	+ \$ 1,831.39
New Contract	= \$1,222,991.39

Contract 3 – Plumbing Contract (PC)

Lawman Heating and Cooling, Inc.	
Base Bid	\$ 668,000.00
CO 3-001	+ \$ 64,810.75
CO 3-002	+ \$ 9,388.48
CO 3-003	+ \$ 6,723.15
CO 3-004	+ \$ 4,219.88
CO 3-005	Time Ext. Only
Current Contract	= \$ 753,142.26
CO 3-006	+ \$ 3,553.13
New Contract	= \$ 756,695.39

Contract 4 – Electrical Contract (EC)

Lawman Heating and Cooling, Inc.	
Base Bid	\$ 976,000.00
CO 4-001	- \$ 1,100.74 (credit)
CO 4-002	+ \$ 2,970.58
CO 4-003	Time Ext. Only
Current Contract	= \$ 977,869.84
CO 4-004	- \$ 18,553.19 (credit)
New Contract	= \$ 959,316.65

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

1869

The Original Base Bid award total:	\$9,141,000.00
The Current Contract amount total:	\$9,362,682.57
The New Contract amount total:	\$9,399,212.80

Renovation Projects of this scale and magnitude typically average a 5-10% cost increase in change orders, or \$450,000 - \$900,000 respectively.

The revised contract amount equates to a total increase of 2.82% or \$258,212.80 over the original base bid award.



1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

A summary of the changes affecting each contract are as follows:

General Contract #1 – Bette Cring

CO 1-009 Net Increase \$49,698.90

- Credit to change metal stud type at a short wall infill section. **Decrease** (\$152.70)

- Box out, and sheet rock over steel trusses, which protruded into rooms at two locations in the NE Addition. Treatment of the trusses was not specified in the plans.
Increase \$ 1,339.93

- Add kickers (diagonal bracing) to the parapet wall on the West Addition. This was a negotiated settlement with the contractor which pays for labor only. The contractor will pay for all materials associated with this change order, about \$7,000, due to discrepancies between the design drawing and the required 3rd party design. **Increase** \$19,200.00

- Added remobilization cost to complete concrete plank topping, which is a 2-3” finish layer of concrete. A steel beam deflection issue delayed this task and forced the contractor to return several weeks later to complete it, thus added cost to return equipment and crews back to the site. An additional column is being added to address the deflection, and is included in the item below. **Increase** \$ 3,390.66

- Grind down existing concrete floor in the Vendor Room 119A, to provide smooth transition to new floor, and apply concrete topping finish. **Increase** \$ 2,663.13

- Install pier caps @ West Addition entrance columns. **Increase** \$ 887.67

- Provide additional column to support the upper level mezzanine, due to excessive deflection. **Increase** \$3,588.50

- This is for work previously authorized by City Council in December '15, to replace broken and mold stained tile on the walls of the Pool House Locker Room Showers. **Increase** \$ 18,781.71

Mechanical Contract #2 – Lawman

CO 2-003 Net Increase \$1,831.39

- This cost is associated with repairs to the existing boiler which were necessary to make it fully functional.



1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

Plumbing Contract #3 – Lawman

CO 3-006 Net Increase \$3,553.13

- Replacement of an existing circulation pump, which was found to be seized up during testing of the existing boiler system. **Increase \$ 1,742.18**
- Re-pipe tempered water lines to the shower fixtures in the Pool House Locker Rooms. **Increase \$ 1,810.95**

Electrical Contract #4 – Lawman

CO 4-004 Net Decrease \$18,553.19

- Credit from the \$50,000 Allowance for the 3 phase electrical service upgrade to the Arena. The work performed by National Grid cost \$23,829.40, and therefore a credit is being issued via change order. **Decrease (\$ 26,170.60)**
- Replace Air Compressor for the fire suppression system with a properly sized compressor for the system, and new electric service. **Increase \$ 4,711.00**
- Provide a shunt trip circuit breaker for the elevator, as required by the elevator manufacturer and Building Codes. **Increase \$ 1,625.00**
- Add lighting to the crawl space, on the second floor mezzanine, which was constructed after approval of a previous change order. **Increase \$ 1,281.41**

cc: Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Jim Mills, City Comptroller

RESOLUTION

Page 1 of 3

Approving Change Order No. 9 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER. Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Bette & Cring in the amount of \$6,268,000 as the General Contractor for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the decreased amount of \$31,260 for changing to a hydraulic elevator, and

WHEREAS also on June 15, 2015, City Council approved Change Order No. 2 in the increased amount of \$20,543 for storm and sanitary separation, as well as removal of high hat channel, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 3 in the amount of \$20,790.42 to cover the cost of steel support beams on the second floor and removing structural steel in the northeast corner of the building addition, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 4 in the amount of \$21,236.92 to cover the cost of removal of lead paint, modify existing concrete footer, relocate a column, install storm sewer pipe, relocate existing roof drains and a credit for fiber mesh, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 5 in the amount of \$34,346.03 to cover the cost of changing the toilet partitions, shoring of roof plank in the Pool House, provide painted galvaneal metal wall panel, provide angle supports of West Gable end wall, modify structural steel to northeast addition, install structural header for an overhead door to the mechanical room, provide heavier duty hinges on doors, credit to reduce footer depth at west addition, and credit to delete benches and angle iron along the 18" ledge on the second floor, and

RESOLUTION

Page 2 of 3

Approving Change Order No. 9 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER. Jr., Joseph M.

Total

YEA	NAY

WHEREAS on December 21, 2015, City Council approved Change Order No. 6 in the amount of \$48,816.05 to cover the cost of replacing main entrance doors in the pool area, additional support to counteract movement of the second floor balcony in the West Addition, replace deteriorated sidewalks adjacent to the entrance of the Pool House, provide thickset for tile floors in the Bathhouse, change stairs from cast-in-place concrete to steel, provide door and hardware off the door schedule from the elevator pit to the sprinkler room, increase the locker room bench size, provide weatherproof access panel on the West Addition roof and a credit to delete the steel condenser platform, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 7 in the amount of \$28,038.05 to provide additional asphalt paving at the east entrance to the arena and to cover the floor finish revisions requested, bringing the total General Contractor amount to \$6,410,510.47, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 8 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS Bette & Cring has now submitted Change Order No. 9 in the amount of \$49,698.90 for a credit to change metal stud type, to box out and sheet rock over steel trusses, to add kickers to the parapet wall on the West Addition, to add remobilization cost to complete concrete plank topping, to grind down existing concrete floor in the Vendor Room, to install pier caps at the West Addition entrance columns, to provide additional column to support the upper level mezzanine, and to replace broken and mold stained tile on the walls of the Pool House Locker Room Showers,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 9 to the contract with Bette & Cring as described above in the amount of \$49,698.90, bringing the total contract amount to \$\$6,460,209.37 for the Watertown Municipal Arena Renovation, copies of which are attached and made part of this Resolution, and

RESOLUTION

Page 3 of 3

Approving Change Order No. 9 for Watertown Municipal Arena Renovation, General Contractor, Bette & Cring

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
City of Watertown 2015-025
245 Washington Street
Watertown, NY 13601

CHANGE ORDER NUMBER: 1-009
INITIATION DATE: 2/4/16

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

TO CONTRACTOR (Name and address):
Bette & Cring
18438 US Route 11
Watertown, NY 13601

PROJECT NUMBERS: 2015-025 /
CONTRACT DATE: April 6, 2015
CONTRACT FOR: #1 - General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

See attached breakdown of Change Order line items on next page.

The original Contract Sum was	\$	6,268,000.00
Net change by previously authorized Change Orders	\$	142,510.47
The Contract Sum prior to this Change Order was	\$	6,410,510.47
The Contract Sum will be increased by this Change Order in the amount of	\$	49,698.90
The new Contract Sum including this Change Order will be	\$	6,460,209.37

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 7, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

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

CONSTRUCTION MANAGER (Firm name)
327 Mullin Street, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name)

DATE:

Bette & Cring

CONTRACTOR (Firm name)
18438 US Route 11, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name)

DATE:

Stantec Consulting

ARCHITECT (Firm name)
61 Commerical Street, Rochester, NY 14614
ADDRESS

BY (Signature)

(Typed name)

DATE:

City of Watertown

OWNER (Firm name)
245 Washington Street, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name)

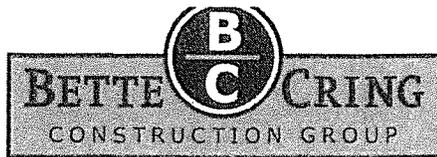
DATE:

City of Watertown
Arena Renovations

Change Order 1-009 Breakdown of Line Items

PCO #	Description	Amount
8	Credit to change metal stud @ Arena South wall infill from G90 to G60	(\$152.70)
69	Box out the Truss Tails @ the East Addition per ASI-029	\$1,339.93
15	Add Kickers to the parapet wall & plywood sheathing @ the West Addition	\$19,200.00
78	Remobilization to complete plank topping	\$3,390.66
81	Floor Repair in Vending Room 119A	\$2,663.13
80	Pier Caps @ West Entry Columns for Masonry Bearing	\$887.67
76	Additional post to support Upper Level per ASI-032	\$3,588.50
72	Repalce Ceramic Wall Tile in Pool Rooms 001 & 003	\$18,781.71

Total for Change Order 1-009 \$49,698.90



OK

Friday, December 04, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 071
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 071
Date: 04-Dec-15
Description: Change CFMF @ Arena South Wall Infill From G90 To G60
Proposed Amt: (\$152,70)
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Change CFMF @ Arena South Wall Infill From G90 To G60	(\$152.70)	

Total:(\$152.70)

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-071 Change CFMF @ South Arena Wall Infill From G90 To G60				
Description	Qty	Units	Rate	Total
Subcontractors				
North Country Drywall	1	LS	\$ (152.70)	\$ (152.70)
TOTAL				\$ (152.70)
(T) Taxable				

WATERTOWN ARENA

PCO-071 G90 TO G60 ALONG
SO. WALL ARENA INFILL

Prepared by	
Checked by	

	REF SECTION	1/1502			
	220' LONG X 6' HIGH				
G90	6" TRACK	440 LF	1.285	565.40	
G90	6" STUDS X 6"	166 PCS 996 LF	1.463	2132.29	
				2697.69	
	6% UPCHARGE TO GO FROM	G60 TO G90			
				2697.69 = G60	
				1.06	1
				G60 COST = 2544.994	
	NET CREDIT	152.70			



Quality Across The Board

Sales Invoice

231 N Rutland Street
Watertown, NY 13601
TEL: (315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Governor, NY 13642
TEL: (315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
TEL: (315) 298-6575
FAX: (315) 298-3219

945 James Street
Clayton, NY 13524
TEL: (315) 686-1892
FAX: (315) 686-1976

Invoice No	Invoice Date
1491602	09/30/2015



SI-1491602-1

Page 1 of 1

Invoice Address

DBA NORTH COUNTRY DRYWALL & PAINT
23167 COUNTY RT 59
DEXTER, NY, 13634

Delivery Address Watertown Ice Arr
DBA NORTH COUNTRY DRYWALL & PAINT
600 William T Field Drive
Watertown, New York, 13601

Customer	Customer Ref	Order Number	Sales Rep	Taken By	Terms	Branch
179640		7428530		Chuck Odett	Net 10th Prox	01 Watertown

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	SO*S075_001112	6" x 12' 16ga G90 Metal Stud	400 ea	17.56	ea	7,024.00
2	SO*S075_001113	6" x 10' 16ga G90 Metal Track	130 ea	12.85	ea	1,670.50
3	SO*S075_001114	3 5/8" x 12' 16ga G90 Metal Stud	70 ea	13.26	ea	929.60
4	SO*S075_001115	3 5/8" x 10' 16ga G90 Metal Stud	10 ea	11.07	ea	110.70
5	SO*S075_001116	3 5/8" x 20' 16ga G90 Metal Stud	20 ea	22.14	ea	442.80
6	SO*S075_001117	3 5/8" x 22' 16ga G90 Metal Stud	20 ea	24.36	ea	487.20
7	SO*S075_001118	3 5/8" x 10' 16ga G90 Metal Track	30 ea	9.27	ea	278.10
8	SO*S075_001119	ClarkDietrich S975 16ga Angle	800 ea	1.25	ea	1,000.00
9	114DWDPB	Bulk Bx 1 1/4" Zinc Drill Point Drywall Screws (8000cl)	1 ea	75.75	ea	75.75
10	248	2X4X8 K.D. Construction S.P.F. 3/8	3 ea	2.69	ea	8.07
11	58CD	19/32 X 4'X8' CDX Sheathing Plywood	1 pc	24.98	pc	24.98

It's Fast! It's Easy! It's Convenient!
Fast: Receive your online statement quicker than a paper statement!
Easy: Easily view, print, and even download, orders, quotes, invoices and statements!
Convenient: You're just about there to managing your account 24/7!
 Call our office at 788.6200, or email waccounting@whiteslumber.com to request your username for Webtrack at White's Lumber!

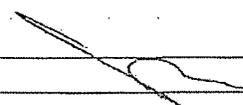
The invoice is due on 10/10/2015. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.	Total Amount	\$12,051.70
	Sales Tax	\$0.00
	Invoice Total	\$12,051.70

CITY OF WATERTOWN, NEW YORK

Watertown Municipal Arena

REQUEST FOR INFORMATION

Contact Name:	Nick Matott	RFI #:	56
Contractor:	Bette & Cring	Date:	8/5/2015
Address:		Phone:	
		Fax:	
		Email:	wnmatott@bettecring.com

Specification No.:	Page No.:
Plan Sheet No.:	Detail:
<p>REQUEST: Reference specification 054000-2.03.A.2: Due to the long lead time associated with the G90 coating, is it acceptable to change to G60?</p>	
<p>Plan Sheet No.:</p>	
By:	Signature:
<p>RESPONSE: YES — G60 MAY be USED. PLEASE Provide Credit. 8-5-15</p>	
By: M.A.	Signature: 

After reviewing the response, does the contractor anticipate:

That a change order will be required?

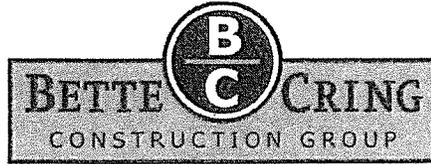
Yes

No

That there will be an increase in the cost of the project?

Yes

No



Monday, February 01, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 069
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 069
Date: 29-Oct-15
Description: Box Out Truss Tails @ East Addition, Per ASI-029
Proposed Amt: \$1,339.93
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Box Out Truss Tails @ East Addition, Per ASI-029	\$1,339.93	

Total:\$1,339.93

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-069 Box-Out Truss Tails @ East Addition, Per ASI-029				
Description	Qty	Units	Rate	Total
Bette & Cring, LLC				
Carpenter	16	HRS	\$ 63.32	\$ 1,013.12
3 5/8" Track	84	LF	\$ 0.47	\$ 39.48
3 5/8" Studs	80	LF	\$ 0.42	\$ 33.36
Batte Insulation	80	SF	\$ 0.21	\$ 16.80
5/8" GWB	80	SF	\$ 0.70	\$ 56.00
Tape, Compound & Accessories	80	SF	\$ 0.08	\$ 6.40
				\$ 1,165.16
15% OH&P	15%	OH&P	\$ 1,165.16	\$ 174.77
				\$ 1,339.93
TOTAL				\$ 1,339.93
(T) Taxable				



Quality Across The Board

Sales Invoice

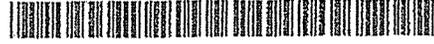
231 N Rutland Street
Watertown, NY 13601
TEL: (315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Gouverneur, NY 13642
TEL: (315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
TEL: (315) 299-6575
FAX: (315) 299-3219

845 James Street
Clayton, NY 13624
TEL: (315) 686-1892
FAX: (315) 686-1976

Invoice No	Invoice Date
1510689	10/27/2015



SI-1510689-1

Page 1 of 1

Invoice Address

DBA NORTH COUNTRY DRYWALL & PAINT
23167 COUNTY RT 59
DEXTER, NY, 13634

Delivery Address Watertown Ice Ar
DBA NORTH COUNTRY DRYWALL & PAINT
600 William T Field Drive
Watertown, New York, 13601

Customer	Customer Ref	Order Number	Sales Rep	Taken By	Terms	Branch
179640	Ice Arena	7557255		Chuck Odett	Net 10th Prox	01 Watertown

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	T3581020	3 5/8x10' 20ga (red) Steel Track w/ 1-1/4" leg	10 ea	4.69	ea	46.90

It's Fast! It's Easy! It's Convenient!
Fast: Receive your online statement quicker than a paper statement!
Easy: Easily view, print, and even download, orders, quotes, invoices and statements!
Convenient: You're just about there to managing your account 24/7!
 Call our office at 788.6200, or email waccounting@whitelumber.com to request your username for Webtrack at White's Lumber!

The invoice is due on 11/10/2015. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.	Total Amount	\$46.90
	Sales Tax	\$0.00
	Invoice Total	\$46.90



Quality Across The Board

Sales Invoice

231 N Rutland Street
Watertown, NY 13601
TEL: (315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Gouverneur, NY 13642
TEL: (315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
TEL: (315) 298-6575
FAX: (315) 298-3219

945 James Street
Clayton, NY 13624
TEL: (315) 698-1892
FAX: (315) 698-1976

Invoice No	Invoice Date
1526114	11/19/2015



SI-1526114-1

Page 1 of 1

Invoice Address

DBA NORTH COUNTRY DRYWALL & PAINT
23167 COUNTY RT 59
DEXTER, NY, 13634

Delivery Address Watertown Ice Arr
DBA NORTH COUNTRY DRYWALL & PAINT
600 William T Field Drive
Watertown, New York, 13601

Customer	Customer Ref	Order Number	Sales Rep	Taken By	Terms	Branch
179640	Ice Arena	7628261		Chuck Odett	Net 10th Prox	01 Watertown

Special Instructions	Notes
	222-6747 Kathy

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	316U	R11 3-1/2"x16"x96" Unfaced Ins (170.66	3 bdl	35.76	bdl	107.28
	Delivery Service M	DEL - Delivery Service				12.00

$$\frac{35.76}{170.66} = 0.21 / SF$$

It's Fast! It's Easy! It's Convenient!
Fast: Receive your online statement quicker than a paper statement!
Easy: Easily view, print, and even download, orders, quotes, invoices and statements!
Convenient: You're just about there to managing your account 24/7!
 Call our office at 788.6200, or email waccounting@whiteslumber.com to request your username for
 Webtrack at White's Lumber!

The invoice is due on 12/10/2015. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.	Total Amount	\$119.28
	Sales Tax	\$0.00
	Invoice Total	\$119.28



Quality Across The Board

231 N Rutland Street
Watertown, NY 13601
TEL: (315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Gouverneur, NY 13642
TEL: (315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
TEL: (315) 298-6575
FAX: (315) 298-3219

945 James Street
Clayton, NY 13624
TEL: (315) 686-1692
FAX: (315) 686-1976

Sales Invoice

Invoice No	Invoice Date
1531762	11/30/2015



SI-1531762-1

Page 1 of 1

Invoice Address

DBA NORTH COUNTRY DRYWALL & PAINT
23167 COUNTY RT 59
DEXTER, NY, 13634

Delivery Address Watertown Ice Art
DBA NORTH COUNTRY DRYWALL & PAINT
600 William T Field Drive
Watertown, New York, 13601

Customer	Customer Ref	Order Number	Sales Rep	Taken By	Terms	Branch
179640	Ice Arena	7645220		Chuck Odett	Net 10th Prox	01 Watertown

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	SO*S075_001138	5/8x4x8 type x interior paperless gypsum Interior extreme Gypsum	78 ea	22.40	ea	1,747.20

It's Fast! It's Easy! It's Convenient!
Fast: Receive your online statement quicker than a paper statement!
Easy: Easily view, print, and even download, orders, quotes, invoices and statements!
Convenient: You're just about there to managing your account 24/7!
 Call our office at 788.6200, or email waccounting@whiteslumber.com to request your username for Webtrack at White's Lumber!

The Invoice is due on 12/10/2015. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.	Total Amount	\$1,747.20
	Sales Tax	\$0.00
	Invoice Total	\$1,747.20

Contractor Name: Bette & Cring, LLC Date: 01-Feb-16
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: CARPENTER

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$27.97	\$13.99	\$27.97

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security		6.20	%
Medicare		1.45	%
Federal Unemployment		0.60	%
State Unemployment		9.90	%
Workman's Compensation	Code: <u>5403</u>	12.72	%
Disability		0.05	%
Bodily Injury/Property Damage/Liability Insurance		7.94	%

TOTAL TAXES AND INSURANCE PER HOU	Regular	<u>\$27.97</u>	times	<u>38.86</u>	% =	<u>\$10.87</u>		
Workman's Comp is not calc on premium time	Premium	<u>\$13.99</u>		<u>18.15</u>			<u>\$2.54</u>	
	DBL	<u>\$27.97</u>		<u>18.15</u>				<u>\$5.08</u>

BENEFITS

	% per hour	\$ per hour
Health & Welfare	*	\$5.88%
Pension		9.94%
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.07
		\$ 18.41

TOTAL BENEFITS PER HOUR	<u>\$18.41</u>		
TOTAL LABOR RATE	<u>\$63.32</u>	<u>\$16.52</u>	<u>\$33.05</u>

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION
 I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

 Print Name of Authorized Representative

 Project Manager

 Print Title

Sworn before me this _____ day
 of _____, 20____

 Notary Public



Stantec Consulting Services Inc.
 111 Grant Avenue Suite 201
 Endicott NY 13760
 Tel: (607) 321-6100
 Fax: (607) 321-6160

ARCHITECTURAL DIRECTIVE

Request for Proposal (RFP) Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

Architect's Supplemental Instructions (ASI): This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit an itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<i>RAY Kesel</i>	10/29/2015		
Architect	Date	Owner	Date

AD NO: 029

DATE: 10/29/2015

TO: Nick Matott
Bette & Cring, LLC

FROM: Stantec

CC: Larry Coburn
The BC Group

PROJECT: Watertown Municipal Arena

STANTEC PROJECT NO: 191060204

VIA: E-Mail

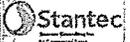
RE: NE addition exist. Truss box outs

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

Date:	Description:
10/29/15	

COMMENTS:

1. In lieu of removing existing truss ends of the existing arena roof per the documents. Per owner direction please encase these truss ends with metal stud furring and painted GWB. Keep GWB as tight to the existing truss as possible. See attached sketch for more clarification.

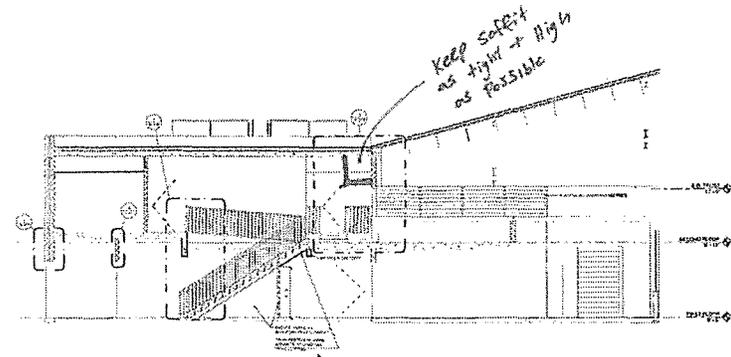


Stantec
 3500 Market Street
 Suite 200
 Philadelphia, PA 19104
 Tel: 215.592.2600
 Fax: 215.592.2601
 www.stantec.com

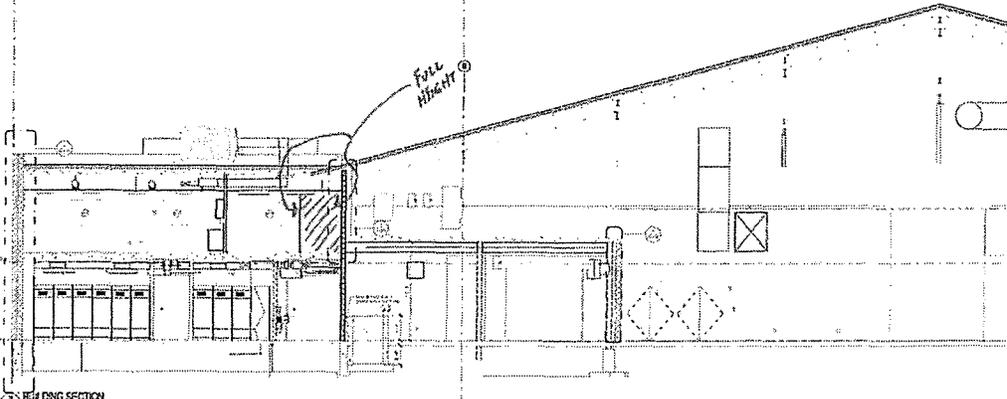
City of Watertown
 Watertown Municipal
 Annex
 630 Wilson T. Field Drive
 Watertown, NY 13601

ARCHITECTURAL MAN BUILDING SECTION

A-304



BUILDING SECTION
SCALE: 1/8" = 1'-0"



BUILDING SECTION
SCALE: 1/8" = 1'-0"



Friday, December 04, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 015
Watertown Ice Arena- 1523

REVISED PER 1/28/16 MEETING

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 015
Date: 12-Jun-15
Description: Add Kickers To Parapet Wall & Plywood Sheathing @ West Addition
Proposed Amt: ~~\$26,068.54~~
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Add Kickers To Parapet Wall & Plywood Sheathing @ West Addition	\$26,068.54	

~~Total: \$26,068.54~~
\$19,200
Nick Matott \$19,200

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC
Nick Matott
Nick Matott
Project Manager

Watertown Ice Arena					
PROPOSAL: PCO-015 Add Kickers To Parapet Wall & Plywood Sheathing @ W. Addition					
Description	Qty	Units	Rate	Total	
Subcontractors					
North Country Drywall	1	LS	\$ 19,200.00	\$ 19,200.00	
B&C's 5% OH&P	5%	OH&P	\$ -	\$ -	
				\$ 19,200.00	
Bette & Cring, LLC					
Forklift	1	Day	N/C	\$ -	
Operating Expense (T)	4	Hrs	N/C	\$ -	
NYS Sales Tax	8%	Tax	N/C	\$ -	
				\$ -	
15% OH&P	15%	OH&P	\$ -	\$ -	
				\$ -	
				\$ 19,200.00	From Above
TOTAL				\$ 19,200.00	

Watertown Ice Arena					
PROPOSAL: PCO-015 Add Kickers To Parapet Wall & Plywood Sheathing @ W. Addition					
Description	Qty	Units	Rate	Total	
Subcontractors					
North Country Drywall	1	LS	\$ 24,697.07	\$ 24,697.07	
B&C's 5% OH&P	5%	OH&P	\$ 24,697.07	\$ 1,234.85	
				\$ 25,931.92	
Bette & Cring, LLC					
Forklift	1	Day	N/C	\$ -	
Operating Expense (T)	4	Hrs	\$ 27.50	\$ 110.00	
NYS Sales Tax	8%	Tax	\$ 110.00	\$ 8.80	
				\$ 118.80	
15% OH&P	15%	OH&P	\$ 118.80	\$ 17.82	
				\$ 136.62	
				\$ 25,931.92	From Above
TOTAL				\$ 26,068.54	
(T) Taxable					



Quality Across The Board

Sales Invoice

231 N Rutland Street
Watertown, NY 13601
TEL: (315) 788-6200
FAX: (315) 788-1976

71 Depot Street
Gouverneur, NY 13642
TEL: (315) 287-1892
FAX: (315) 287-1474

3704 State Route 13
Pulaski, NY 13142
TEL: (315) 298-6575
FAX: (315) 298-3219

945 James Street
Clayton, NY 13624
TEL: (315) 686-1692
FAX: (315) 686-1976

Invoice No	Invoice Date
1491602	09/30/2015



SI-1491602-1

Page 1 of 1

Invoice Address

DBA NORTH COUNTRY DRYWALL & PAINT
23167 COUNTY RT 59
DEXTER, NY, 13634

Delivery Address Watertown Ice Art
DBA NORTH COUNTRY DRYWALL & PAINT
600 William T Field Drive
Watertown, New York, 13601

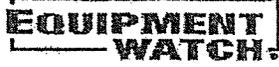
Customer	Customer Ref	Order Number	Sales Rep	Taken By	Terms	Branch
179540		7428530		Chuck Odett	Net 10th Prox	01 Watertown

Special Instructions	Notes

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	SO*S075_001112	6" x 12' 16ga G90 Metal Stud	400 ea	17.56	ea	7,024.00
2	SO*S075_001113	6" x 10' 16ga G90 Metal Track	130 ea	12.85	ea	1,670.50
3	SO*S075_001114	3 5/8" x 12' 16ga G90 Metal Stud	70 ea	13.28	ea	929.60
4	SO*S075_001115	3 5/8" x 10' 16ga G90 Metal Stud	10 ea	11.07	ea	110.70
5	SO*S075_001116	3 5/8" x 20' 16ga G90 Metal Stud	20 ea	22.14	ea	442.80
6	SO*S075_001117	3 5/8" x 22' 16ga G90 Metal Stud	20 ea	24.36	ea	487.20
7	SO*S075_001118	3 5/8" x 10' 16ga G90 Metal Track	30 ea	9.27	ea	278.10
8	SO*S075_001119	ClarkDietrich S975 16ga Angle	800 ea	1.25	ea	1,000.00
9	114DWDPB	Bulk Bx 1 1/4" Zinc Drill Point Drywall Screws (8000ct)	1 ea	75.75	ea	75.75
10	248	2X4X8 K.D. Construction S.P.F. 3/8	3 ea	2.69	ea	8.07
11	58CD	19/32 X 4'X8' CDX Sheathing Plywood	1 pc	24.98	pc	24.98

It's Fast! It's Easy! It's Convenient!
Fast: Receive your online statement quicker than a paper statement!
Easy: Easily view, print, and even download, orders, quotes, invoices and statements!
Convenient: You're just about there to managing your account 24/7!
 Call our office at 788.6200, or email waccounting@whiteslumber.com to request your username for Webtrack at White's Lumber!

The invoice is due on 10/10/2015. In the event the Buyer's obligations arising under this invoice are enforced through a collection agency or attorneys with or without suit or any other proceeding, Buyer agrees to pay all collection costs or reasonable attorney fees of 25% on the principal balance due plus court costs.	Total Amount	\$12,051.70
	Sales Tax	50.00
	Invoice Total	\$12,051.70

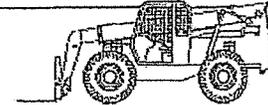


www.equipmentwatch.com

Rental Rate Blue Book®

May 26, 2015

JCB 550 (disc. 2014)
Telescoping Boom Rough Terrain Lift Trucks



Size Class:
Lift Capacity 4.5 - 4.9 MTons
Weight:
27,902 lbs.

Configuration for 550

Power Mode	Diesel	Base Capacity	10,000 lbs
Maximum Reach	368 in	Maximum Lift Height	531 in
Horsepower	100.0		

Blue Book Rates

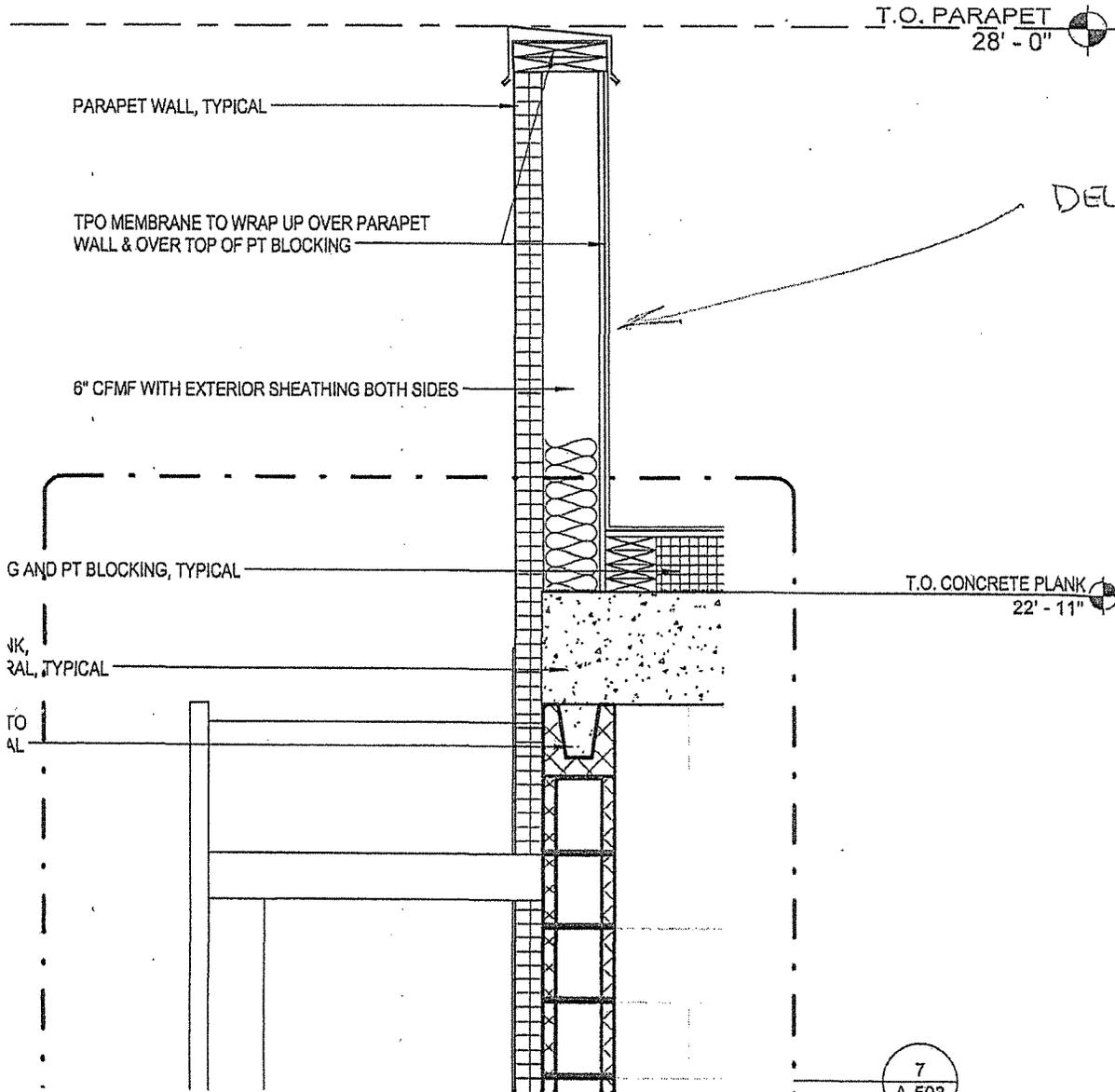
** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	\$1,511.25 / mo
Overhaul (ownership)	58%	\$2,827.50 / mo
CFC (ownership)	3%	\$146.25 / mo
Indirect (ownership)	8%	\$390.00 / mo
Fuel (operating) @ \$3.73	38%	\$10.48 / hr

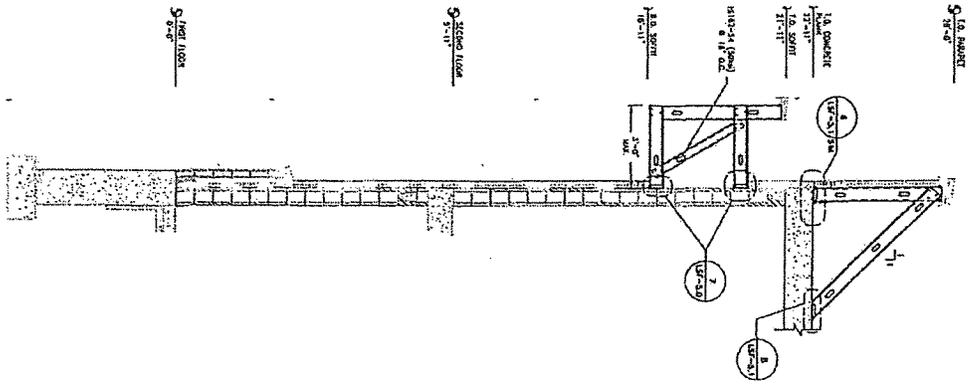
Revised Date: 1st Half 2015



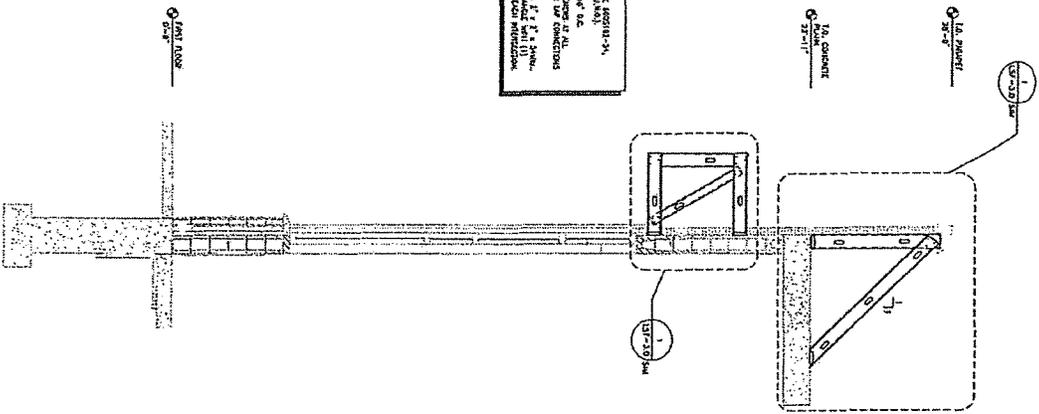
DELETE SHEATHING
 - LABOR ONLY
 - SPECIAL ORDER GWS
 TURN OVER TO OWNER

2/A310

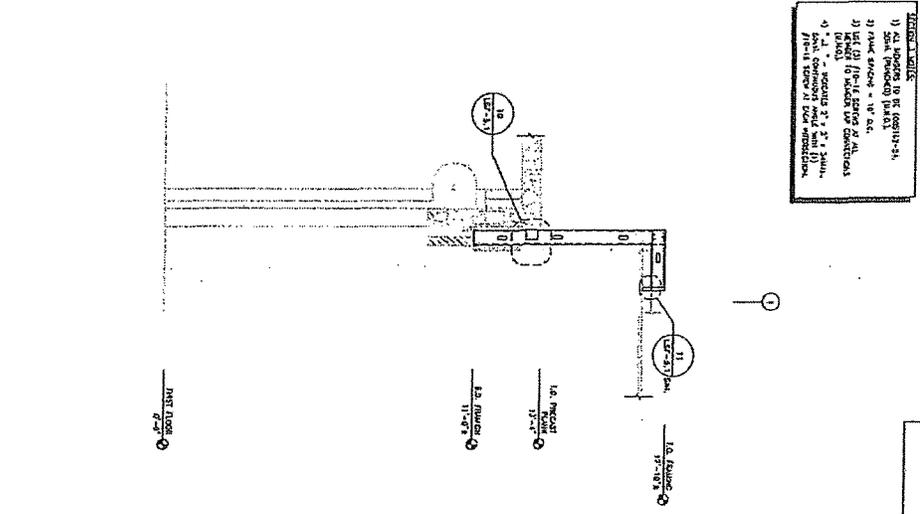
7
 Δ.503



1 WALL SECTION
REF. 1/2-210



2 WALL SECTION
REF. 2/4-210



3 WALL SECTION
REF. 3/4-210

GENERAL NOTES:

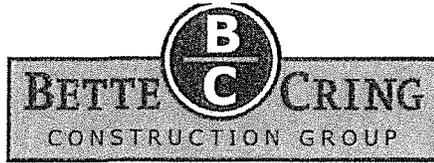
- 1) ALL WINDOWS TO BE ASSUMED TO BE 16\"/>

GENERAL NOTES:

- 1) ALL WINDOWS TO BE ASSUMED TO BE 16\"/>

GENERAL NOTES:

- 1) FOR DIMENSIONS, REFER TO DRAWINGS, SET
- 2) ALL WALLS ARE TO BE CONCRETE (CONC) WITH (1) (MIN.) COURSE OF BRICK ABOVE CONC. (SEE 1/2-210)
- 3) ALL WINDOWS AND DOORS ARE TO BE SET IN REINFORCED AND STRUCTURAL CONCRETE WITH BRICKS AND COURSE



Monday, February 01, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 078
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 078
Date: 01-Feb-16
Description: Remobilization To Complete Plank Topping
Proposed Amt: \$3,390.66
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Remobilization To Complete Plank Topping	\$3,390.66	

Total:\$3,390.66

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over the typed name.

Nick Matott
Project Manager

OLDCASTLE PRECAST



Oldcastle Precast - BSD
1401 Trimble Road
Edgewood, MD 21040

Tel. (800) 523-3747
Fax (410) 612-1214

CHANGE ORDER

To: **Bette & Cring LLC**
18438 US Route 11
Watertown, NY 13601

Change Order Number : _____ CO#
Date : _____ November 13, 2015
Revised: _____

Attn: **Nick Matoff**
Email: **nmatt@bettecring.com**
Project: **Watertown Ice Arena**
Project No.: **5135**
C.O. Type: **Field Work**

MANUFACTURING PLANT: **South Bethlehem, NY Facility**
123 County Route 101
Selkirk, NY 12158
OP Email: **matuffel.dugan@oldcastle.com**
OP Tel: **(518) 764-7126**
OP Fax: **(518) 767-9390**

This change order is requested due to revisions as described below which are not a part of our Original Contract Agreement terms.

DESCRIPTION OF CHANGE MANAGEMENT ISSUE

Additional mobilization required on site to complete grouting and sawcutting of planks. Customer to provide forklift.

2,808
421.201576

3,229.20
166.46 576 B&C

3,395.66

BREAKDOWN SUMMARY

	Cost Type	TOTALS
Materials (Production/Product Type)		\$0.00
Engineering		\$0.00
Delivery and Material Handling		\$0.00
Field Labor:	Add	\$2,808.00
Erection Equipment		\$0.00
Erection Accessories	Add	\$0.00
Misc. & Subcontracted Work		\$0.00
SUB-TOTAL		\$2,808.00
Overhead	10%	\$280.80
Profit	10%	\$308.88
REVISED SUB TOTAL		\$3,397.68
SALES TAX:	8%	\$271.81
TOTAL		\$3,669.49

Re-Commencement of Work to be scheduled upon approval of Change Order.

The necessary work and materials covered by this change order will be promptly performed upon receipt of signed acceptance of this change order. All terms and conditions of our original contract shall be applicable to this change order. Unless specifically indicated otherwise, Oldcastle reserves the right to seek additional time to contract schedule in order to complete remaining contract work and Change Order Work. Oldcastle shall not be responsible for any delays, liquidated damages, consequential damages, or any associated costs in kind. Oldcastle shall not be responsible for any other construction change, alteration, remediation, removal, restoration, repair, etc. of any construction trade work necessitated by this or any other Change Order, other than Precast-Pre-stressed work included in the Contract Scope and Approved Change Order Work.

Oldcastle payment terms for this Change Order shall be paid within thirty days after execution of any of the work, in part or whole, unless otherwise specified in the fully executed Contract Agreement. Oldcastle will not agree to any "paid if paid" terms; or allow any requirement and or approval to wait for funds that may be due to Customer from another source. Failure to accept these terms will prevent performance of any work associated with the Change Order. Oldcastle reserves the right to seek additional reimbursement of additional funds, costs, fees due to any involvement with any claims, litigation, law suits, legal counsel, legal representation, etc. that may result from the Change Management Issue.

OLDCASTLE PRECAST, INC.
Building Systems Division

Maggie Dugan
Project Manager

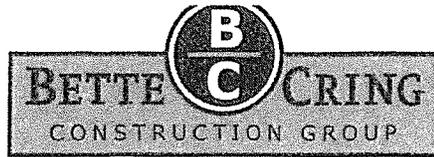
CC: **Bobbi Ricciardi**

ACCEPTED & AGREED TO ALL TERMS, CONDITIONS AND COSTS:

(Customer's Authorized Signature)

Title

Date



Monday, February 01, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 081
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 081
Date: 01-Feb-16
Description: Floor Repair @ Vending 119A
Proposed Amt: \$2,663.13
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Floor Repair @ Vending 119A	\$2,663.13	

Total:\$2,663.13

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-081 Floor Repair @ Vending 119A				
Description	Qty	Units	Rate	Total
Bette & Cring, LLC				
Mason	24	HRS	\$ 70.17	\$ 1,684.08
Laborer	7	HRS	\$ 60.05	\$ 420.35
Ardex SDP	2	Bags	\$ 35.32	\$ 70.64
Ardex Feather Finish	4	Bags	\$ 17.60	\$ 70.39
Ardex CD-Fine	2	Bags	\$ 35.15	\$ 70.30
				\$ 2,315.77
15% OH&P	15%	OH&P	\$ 2,315.77	\$ 347.36
				\$ 2,663.13
TOTAL				\$ 2,663.13
(T) Taxable				



**PICK TICKET
DELIVERY TICKET**

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

22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

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

PICK TICKET NO. 2659275	PICK DATE 12/17/2015 07:26:48
Order Number 1727703	

Bill To:

BETTE & CRING, LLC
22 CENTURY HILL DRIVE
SUITE 201
LATHAM, NY 12110-2128
518-213-1010

Ship To:

WATERTOWN MUNICIPAL ARENA 1523 TIMO B
BETTE & CRING LLC
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NY 13601

Ordered By: DON JONES

Customer ID: 105337

Order Date	PO Number	Branch	Carrier	Taker
12/17/2015	98359	Watertown	Pick Up	MMARRA

Quantities				Item ID Item Description	Unit Price	Extended Price
Ordered Allocated	To Pick	UOM Unit Size	Disp.			

Customer Note: MUST HAVE PO#

Delivery Instructions: NOW

200	200 EA			TTN25114H	0.1262	25.24
200		1.0		SIM 1/4X1-1/4 HX TITEN (TAPCON)		

Ordered As: H14X114

200	200 EA			P27SL5	0.0848	16.96
200		1.0		SIM .27 CAL RED 10-SHOT STRIP LOADS		

200	200 EA			P27SL4	0.0832	16.64
200		1.0		SIM .27 CAL. YELLOW 10 SHOT STRIP LOADS		

1	1 EA			DW7647	95.6501	95.65
1		1.0		DEW 10IN 80T FINE CROSSCUT SAW BLADE		

Returned

6	6 EA			48-20-7411	4.7175	28.31
6		1.0		MIL 3/16 X 4IN (6IN OAL) SDS PLUS BIT		

8	8 EA			FEATHER-FINISH	17.5981	140.78
8		1.0		ARD 10LB GRAY SKIMCOAT UNDERLAYMENT		

400	400 EA			PDPA-50K	0.0434	17.36
400		1.0		SIM 1/2IN LV KNURLED .157 DIA PIN		

Returned

12	12 EA			5251	3.6124	43.35
12		1.0		FRA 10.5OZ HD CONSTRUCTION ADHESIVE		

1	1 EA			MXS64D	31.2765	31.28
1		1.0		MAR 14IN X 4IN DURASOFT FINISH TROWEL		

* Complete Order *

X REC'D BY:

Picked By: _____

SIGNATURE

PRINT LAST NAME



**PICK TICKET
DELIVERY TICKET**

Office:
100 Stark Street
Watertown, NY 13602
Ph: (315) 724-7119
Fax: (315) 724-0171

22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

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

PICK TICKET NO. 2660134	PICK DATE 12/21/2015 13:46:27
Order Number 1728527	

PAGE 1 of 1

Bill To:

BETTE & CRING, LLC
22 CENTURY HILL DRIVE
SUITE 201
LATHAM, NY 12110-2128
518-213-1010

Ship To:

WATERTOWN MUNICIPAL ARENA 1523 TIMO B
BETTE & CRING LLC
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NY 13601

Ordered By: DON JONES

Customer ID: 105337

Order Date	PO Number	Branch	Carrier	Taker
12/21/2015	98364	Watertown	Pick Up	VDEFRANCO
Quantities		Item ID	Unit Price	Extended Price
Ordered Allocated	To Pick	UOM Unit Size	Disp.	Item Description

Customer Note: MUST HAVE PO#

1	1 EA	SD-P		35.3200	35.32
1	1.0	ARD 40LB FASTSET UNDERLAYMENT PATCH			
1	1 EA	SD-P		35.3201	35.32
1	1.0	ARD 40LB FASTSET UNDERLAYMENT PATCH			

Total Pieces: 2 Total Lines: 2 Total Weight: 80. **SUB-TOTAL:** 70.64
TAX: 0.00
GRAND TOTAL: 70.64

PLEASE NOTE: Any freight charges for special orders will be added before invoicing.
 Invoices for which payment has not been received and processed by closing date on monthly statement are subject to a FINANCE CHARGE of 1-1/2% (this is an ANNUAL PERCENTAGE RATE of 18%).

*** REPRINT ***

* Complete Order *

X REC'D BY:

Picked By: _____

SIGNATURE

PRINT LAST NAME



**PICK TICKET
DELIVERY TICKET**

eeet
13502
724-7119
(315) 724-0171

22696 Murrock Circle
Watertown, NY 13601
Ph: (315) 788-2612
Fax: (315) 785-0361

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

PICK TICKET NO. 2660777	PICK DATE 12/23/2015 13:07:34
Order Number 1729121	

PAGE 1 of 1

Bill To:

BETTE & CRING, LLC
22 CENTURY HILL DRIVE
SUITE 201
LATHAM, NY 12110-2128
518-213-1010

Ship To:

WATERTOWN MUNICIPAL ARENA 1523 TIMO B
BETTE & CRING LLC
600 WILLIAM T. FIELD DRIVE
WATERTOWN, NY 13601

Ordered By: DON JONES

Customer ID: 105337

Order Date	PO Number	Branch	Carrier	Taker	
12/23/2015	98370	Watertown	MQB Van	DBROWN	
Quantities					
Ordered Allocated	To Pick	UOM Unit Size	Item ID Item Description	Unit Price	Extended Price

Customer Note: MUST HAVE PO#

2	2 EA		CD-FINE	35.1523	70.30
2		1.0	ARD 20LB CONCRETE RESURFACE PATCH		

Total Pieces: 2 Total Lines: 1 Total Weight: 0 **SUB-TOTAL:** 70.30
TAX: 0.00

PLEASE NOTE: Any freight charges for special orders will be added before invoicing. **GRAND TOTAL:** 70.30

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

* Complete Order *

X REC'D BY:

Picked By: _____

SIGNATURE

PRINT LAST NAME

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 01-Feb-16
 County: Jefferson

Trade: MASON

WAGE RATE PER HOUR

REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
\$31.32	\$15.66	\$31.32

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5022</u>	16.85	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	\$31.32	times	42.94	% =	\$13.45
Workman's Comp is not calc on premium time	Premium	\$15.66		18.15		\$2.84
	DBL	\$31.32		18.15		\$5.68

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	50.03%	\$15.67
Pension	9.58%	\$3.00
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.73
		\$ 18.67

TOTAL BENEFITS PER HOUR	\$18.67
TOTAL LABOR RATE	\$70.17 \$18.50 \$37.00

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

Contractor Name: Bette & Cring, LLC Date: 01-Feb-16
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: LABORER GROUP 2

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOI Regular	\$23.08	times	43.76	% =	\$10.10		
Workman's Comp is not calc on premium time Premium	\$11.54		18.15			\$2.09	
DBL	\$23.08		18.15				\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR	\$19.47		
TOTAL LABOR RATE	\$60.05	\$13.63	\$27.27

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

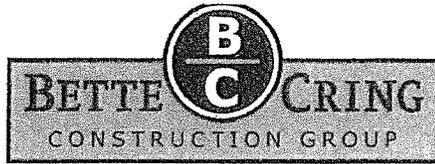
 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title



Monday, February 01, 2016

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 080
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 080
Date: 01-Feb-16
Description: Pier Caps @ West Entry Columns For Masonry Bearing
Proposed Amt: \$887.67
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Pier Caps @ West Entry Columns For Masonry Bearing	\$887.67	

Total:\$887.67

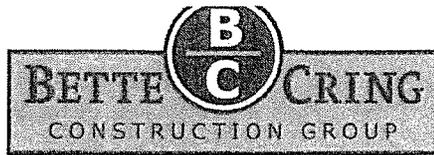
Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-080 Pier Caps @ West Entry Columns For Masonry Bearing				
Description	Qty	Units	Rate	Total
Bette & Cring, LLC				
Carpenter	10.5	HRS	\$ 63.32	\$ 664.86
Laborer	0.5	HRS	\$ 60.05	\$ 30.03
Concrete	1	CY	\$ 77.00	\$ 77.00
				\$ 771.89
15% OH&P	15%	OH&P	\$ 771.89	\$ 115.78
				\$ 887.67
TOTAL				\$ 887.67
(T) Taxable				



OK

Thursday, December 31, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 076
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 076
Date: 18-Dec-15
Description: Added Post To Support Upper Level, Per ASI-032
Proposed Amt: \$3,588.50
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Added Post To Support Upper Level, Per ASI-032	\$3,588.50	

Total:\$3,588.50

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena				
PROPOSAL: PCO-076 Added Post To Support Upper Level, Per ASI-032				
Description	Qty	Units	Rate	Total
Cardinal Construction	1	LS	\$ 1,463.70	\$ 1,463.70
Leone Painting	1	LS	\$ 150.00	\$ 150.00
				\$ 1,613.70
5% OH&P	5%	OH&P	\$ 1,613.70	\$ 80.69
				\$ 1,694.39
Bette & Cring, LLC				
Carpenter	8	HRS	\$ 63.32	\$ 506.56
Laborer	8	HRS	\$ 60.05	\$ 480.40
Rebar	1	Allow	N/C	\$ -
Concrete	2	CY	\$ 77.00	\$ 154.00
Heated Concrete	2	Ea	\$ 12.00	\$ 24.00
Small Load Fee	2	Ea	\$ 95.00	\$ 190.00
Forklift W/Bucket	3	HRS	\$ 51.00	\$ 153.00
Operating Cost (T)	3	HRS	\$ 27.50	\$ 82.50
Dumpster	1	Allow	\$ 50.00	\$ 50.00
Sales Tax	8%	Tax	\$ 82.50	\$ 6.60
				\$ 1,647.06
15% OH&P	15%	OH&P	\$ 1,647.06	\$ 247.06
				\$ 1,894.12
				\$ 1,694.39 From Above
				\$ 3,588.50
TOTAL				\$ 3,588.50
(T) Taxable				
Forklift W/Bucket: Remove spoils to dumpser. Assist with concrete placement - 2 separate events				



Cardinal Construction NY, Inc.
 Post Office Box 565, 321 Lakeview Dr., Dexter, New York 13634
 Tel: (315) 639-6607 Fax (315) 639-3090

December 30, 2015

Nick Mattot, Project Manager
 Bette & Cring, LLC
 18438 US Route 11
 Watertown, NY 13601

Re: **Renovations to Watertown Municipal Arena**
 Added Post to Support Upper Level
 PCO - Unknown

A/E: **Stantech**

Dear Nick,

Cardinal Construction NY, Inc. is please to provide the following cost break down regarding Adding a 6" x 6" x 3/8" Tube Steel Column, Leveling plate, base plate, top plate, and anchor bolts as per Sketches SSK-30, SSK-31, and SSK-32:

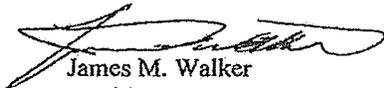
Material	\$ 498.27
Labor	\$ 704.10
Consumables	<u>\$ 70.41</u>
SUBTOTAL	\$1,272.78
Mark-up 15%	<u>\$ 190.92</u>
	\$1,463.70

Total CO Request: \$1,464.00

Shop Drawings are excluded from the above quote.

Pricing good for 15 days
 Terms - NET 30 -

Sincerely,


 James M. Walker
 President

Price and Work Approved by: _____

Approved and Authorization to proceed by _____
 (Name Typed or Printed)

Contractor Name: Bette & Cring, LLC Date: 31-Dec-15
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: LABORER GROUP 2

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR

Regular	\$23.08	times	43.76	% =	\$10.10		
Workman's Comp is not calc on premium time	Premium \$11.54		18.15			\$2.09	
	DBL \$23.08		18.15				\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR

\$19.47		
---------	--	--

TOTAL LABOR RATE

\$60.05	\$13.63	\$27.27
---------	---------	---------

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION
 I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Project Manager
 Print Title

 Notary Public

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 31-Dec-15
 County: Jefferson

Trade: CARPENTER

WAGE RATE PER HOUR

REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
\$27.97	\$13.99	\$27.97

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security		6.20	%
Medicare		1.45	%
Federal Unemployment		0.60	%
State Unemployment		9.90	%
Workman's Compensation	Code: <u>5403</u>	12.72	%
Disability		0.05	%
Bodily Injury/Property Damage/Liability Insurance		7.94	%

TOTAL TAXES AND INSURANCE PER HOU	Regular	\$27.97	times	38.86	% =	\$10.87		
Workman's Comp is not calc on premium time	Premium	\$13.99		18.15			\$2.54	
	DBL	\$27.97		18.15				\$5.08

BENEFITS

	% per hour	\$ per hour	
Health & Welfare	*	55.88%	\$15.63
Pension		9.94%	\$2.78
Vacation & Holiday			
Annuity			
Education / Apprentice Training			
Supplemental Unemployment			
Security Fund			
Taxes on Health & Welfare			\$6.07
			\$ 18.41

TOTAL BENEFITS PER HOUR

\$18.41		
\$63.32	\$16.52	\$33.05

TOTAL LABOR RATE

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature _____

Sworn before me this _____ day
 of _____, 20__

Print Name of Authorized Representative _____

Notary Public _____

Project Manager _____
 Print Title _____

Champion Materials, Inc.

PO Box 127
 Carthage NY 13619
 Email: jason@championmaterials.com

Phone: 315 493-2654
 Sales: 315 963-9033
 Fax: 315 493-2672
 Page: 1 of 2

Customer Information

To: Bette & Cring
 Address: 18438 U.S. Route 11
 Watertown, NY 13601
 Attention: Bob Porter
 Email: rporter@bettecring.com
 Phone: (315) 782-0074
 Fax: (315) 782-5159

Project Information

Name: Municipal Arena Upgrade
 Address: Watertown, NY
 Zone: 1
 Notes:

Quote Date: 2/19/15

Revised:

Expiration: 12/31/15

Approved By: Jason Uhlinger

[Signature]
 963-9033

Quantity	Description	Unit	Price
	4000 PSI	per yrd	\$ 79.85
	ICE Rink Floors Mix	per yrd	\$ 86.16
	4000 PSI Topping	per yrd	\$ 85.16

77.00
~~76.65~~

Additional Products and Services		Unit	Price
Fiber		cubic yard	\$ 6.15
HELIX Micro - Rebar		cubic yard	Job Specific
Heated Concrete		cubic yard	\$ 12.00
High Range Water Reducer HRWR (Target Slump Increase to 4-8")		cubic yard	\$ 5.75
Mid Range Water Reducer MRWR (Target Slump Increase to 3-5")		cubic yard	\$ 4.19
Retarder: 3oz per 100WT		cubic yard	\$ 3.75
Accelerator			
1%		cubic yard	\$ 7.50
2%		cubic yard	\$ 14.50
3%		cubic yard	\$ 21.00
Delivery & Environmental			
Zone 1		per load	\$ 18.50
Zone 2		per load	\$ 50.00
Zone 3		per load	\$ 100.00

Champion Materials, Inc.

PO Box 127

Carthage NY 13619

Email: jason@championmaterials.com

Phone: 315 493-2654

Sales: 315 963-9063

Fax: 315 493-2672

Page: 2 of 2

Short Load Charges		
1 - 1 1/2 Cubic Yards	per load	\$ 95.00
2 - 2 1/2 Cubic Yards	per load	\$ 89.00
3 - 3 1/2 Cubic Yards	per load	\$ 83.00
4 - 4 1/2 Cubic Yards	per load	\$ 57.00
5 - 5 1/2 Cubic Yards	per load	\$ 37.00
6 - 6 1/2 Cubic Yards	per load	\$ 27.00
7 - 7 1/2 Cubic Yards	per load	\$ 18.00

All Quoted Products are standard mix designs unless specifications have been provided prior to quotation.

Terms and Conditions

*Unload Time is 6 minutes / yard. \$1.80 / minute thereafter

*Sales Tax is Applicable unless you provide prior documentation

*Shortload Charges apply to loads less than 8 Cubic Yards

*Any item not specifically quoted will be billed at standard prices

*Terms are Net 30 based on Prior Credit Approval

*Invoices open after 30 days subject to finance charges of 18% per yr

*All prices are subject to change based on cement and /or fuel increases

*Prices based on project's total yardage.

*We reserve the right to re-quote if quantities drastically change

*All quotes products are Standard Mix Design

*This quote subject to terms listed on sales tickets

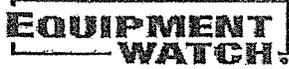
*Warranty is limited to full refund of purchase price

Quote is not valid if not signed and returned within 20 days. Please sign quote and return before ordering.

Please attach a Purchase Order if one is required for purchase.

Accepted By: _____

Date: _____

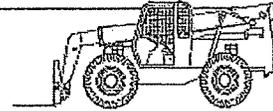


www.equipmentwatch.com

Rental Rate Blue Book®

May 26, 2015

JCB 550 (disc. 2014)
Telescoping Boom Rough Terrain Lift Trucks



Size Class:
Lift Capacity 4.5 - 4.9 MTons
Weight:
27,902 lbs.

Configuration for 550

Power Mode	Diesel	Base Capacity	10,000 lbs
Maximum Reach	368 in	Maximum Lift Height	531 in
Horsepower	100.0		

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	\$1,511.25 / mo
Overhaul (ownership)	58%	\$2,827.50 / mo
CFC (ownership)	3%	\$146.25 / mo
Indirect (ownership)	8%	\$390.00 / mo
Fuel (operating) @ \$3.73	38%	\$10.48 / hr

Revised Date: 1st Half 2015

Stantec Consulting Services Inc.
111 Grant Avenue Suite 201
Endicott NY 13760
Tel: (607) 321-6100
Fax: (607) 321-6160

ARCHITECTURAL DIRECTIVE

Request for Proposal (RFP) Please submit an itemized Request for Proposal for adjustments to the Contract Sum and Contract time associated with the proposed modifications to the Work Identified on this form and in any referenced supporting documents. The Request for Proposal must be submitted within seven (7) days of the receipt of this request. The Constructor is NOT AUTHORIZED TO PROCEED with this change to the Work until the Request for Proposal has been submitted and approved by the Owner/ Architect.

Architect's Supplemental Instructions (ASI): This form and supporting documents, if referenced, provide additional information, clarification or instructions regarding the Work already documented in the Contract Documents. This work shall be carried out WITHOUT CHANGE to Contract Sum or Contract Time. The Constructor is AUTHORIZED TO PROCEED immediately upon receipt of this document. Proceeding with the work described in the attached documents indicates that the Constructor acknowledges and accepts that there will be no modifications to the Contract Sum or Contract Time associated with this work.

Construction Change Directive (CCD): The Constructor is directed to proceed with the changes to the scope of work identified in the Contract Documents as outlined in this form and any referenced supporting documents. The Constructor must submit and itemized Change Proposal within ten (10) days of the receipt of this directive for these modifications to the Work. This document constitutes an immediate AUTHORIZATION TO PROCEED with the changes to the Work when signed below by both the Owner and the Architect.

<u>RAY KESEL</u>	<u>12/18/2015</u>		
Architect	Date	Owner	Date

AD NO: 032

DATE: 12/18/2015

TO: Bette&Cring, ILC

FROM: Stantec

CC: Larry Coburn
The BC Group

PROJECT: Watertown Municipal Arena

**STANTEC
PROJECT NO:** 191060204

VIA: E-Mail

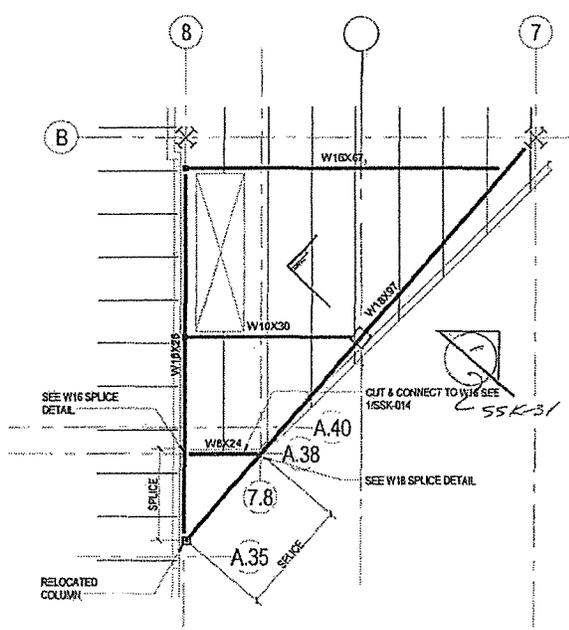
RE: Add Post

MODIFY THE FOLLOWING DOCUMENTS PER THE COMMENTS BELOW.

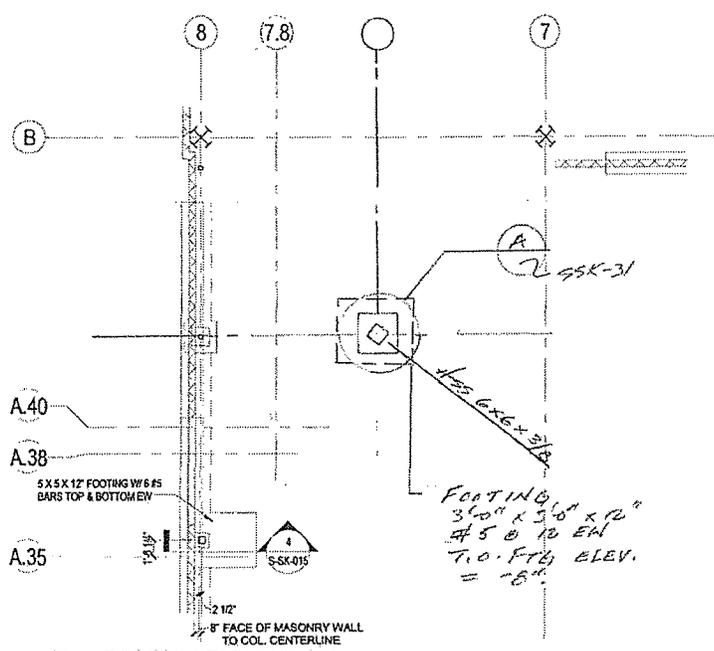
Date: 12/18/15	Description: See attached SSK-30, & SSK-31. Provide steel post, anchors, plates, concrete, grout and paint at post located under diagonal mezz beam per owners direction.
--------------------------	---

COMMENTS:

12/17/2015 12:03:44 PM C:\Users\Public\Desktop\stc\Drawl_Plan.dwg, www.10100000.com



1 PARTIAL FRAMING PLAN
S-SK-30 1/8" = 1'-0"

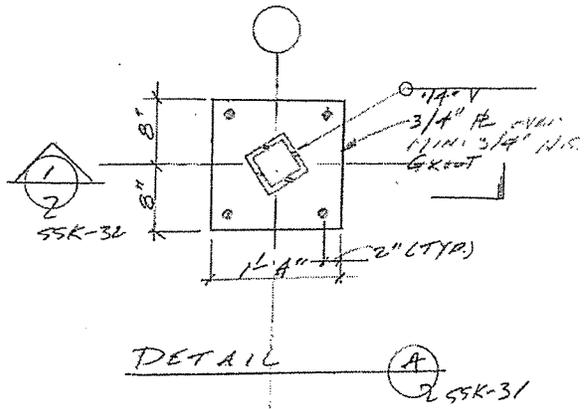
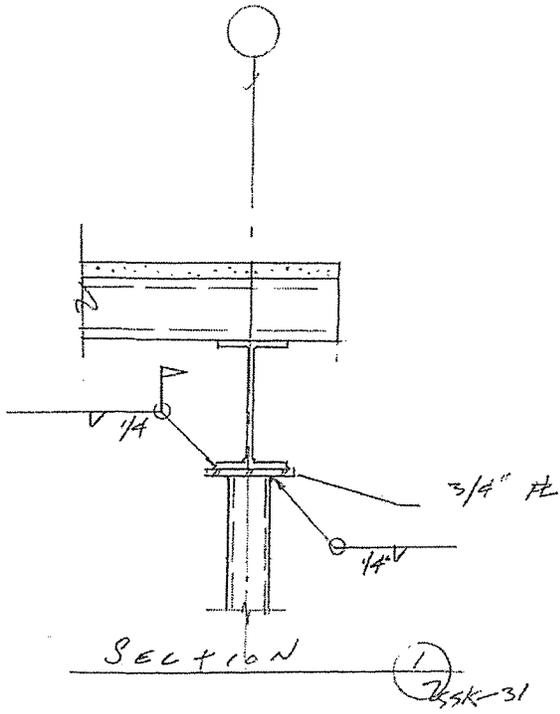


2 FOUNDATION PLAN
S-SK-30 1/8" = 1'-0"



Client/Owner City of Watertown Watertown Municipal Arena	Project PARTIAL PLANS
Design No. 191060204	Revision No. S-SK-30

1701172013.12.12.08 PM - C:\Users\A\Documents\Project Files\Water - 11/14 - 11/15/02.solidwrt

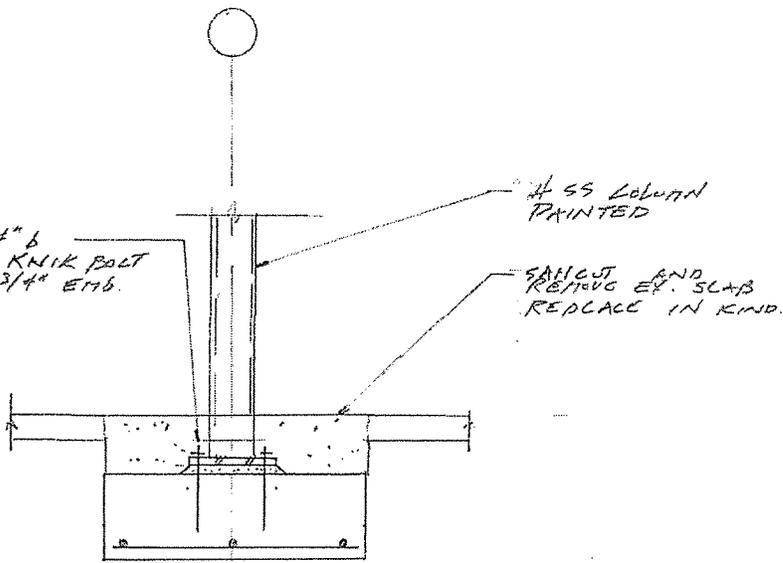


Client: City of Watertown
 Watertown Municipal Arena

SECTION & DETAILS

Project No: 191062234
 Figure No: S-SK-31

12/17/2015 12:15:01 PM C:\Users\jals\Desktop\Waterdown Arena\Stantec-WMA-19104024.dwg



SECTION 1
SSK-32



Client/Project
City of Watertown
Watertown Municipal Arena

DRG
SECTIONS AND
DETAILS

Scale
1:1/4" = 1'-0"

Project No.
191040204
Revision Sheet
Figure No.
S-SK-32

Larry Coburn

From: Wood, Justin <JWood@watertown-ny.gov>
Sent: Thursday, December 31, 2015 10:16 AM
To: Larry Coburn; Jeri Pickett (Jeri.pickett@stantec.com); Kesel, Ray
Subject: RE: Watertown Arena: Proposal PCO-076 Added Post To Support Upper Level, Per ASI-032

Seems reasonable. Only about a day's work for two guys for BC, and Cardinal. I take no issue with this proposal.

Justin

*Justin Wood, P.E.
City Engineer*

City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7740
Direct: (315) 755-6404
Fax: (315) 785-7829

jwood@watertown-ny.gov

From: Larry Coburn [mailto:lcoburn@TheBCGroup.com]
Sent: Thursday, December 31, 2015 10:09 AM
To: Wood, Justin; Jeri Pickett (Jeri.pickett@stantec.com); Kesel, Ray
Subject: FW: Watertown Arena: Proposal PCO-076 Added Post To Support Upper Level, Per ASI-032

See the attached PCO for the added column to support the mezzanine deck, per RFP 032. Please review and advise on directives ASAP as this work needs to be done before the flooring...

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: Matott, Nick [mailto:wnmatott@bettecring.com]
Sent: Thursday, December 31, 2015 10:04 AM
To: Larry Coburn <lcoburn@TheBCGroup.com>
Cc: Jones, Don <DJones@bettecring.com>
Subject: Watertown Arena: Proposal PCO-076 Added Post To Support Upper Level, Per ASI-032

Nick Matott | PROJECT MANAGER

Larry Coburn

From: Larry Coburn
Sent: Thursday, December 31, 2015 10:22 AM
To: Don Jones (djones@bettecring.com); Matott, Nick
Cc: Wood, Justin; Jeri Pickett (Jeri.pickett@stantec.com); Kesel, Ray
Subject: FW: Watertown Arena: Proposal PCO-076 Added Post To Support Upper Level, Per ASI-032
Attachments: Nick Matott.vcf; PCO-076 Added Post To Support Upper Level, Per ASI-032.pdf

Approved for installation... please proceed accordingly. A change order will be processed to account for this added scope. Thank you...

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

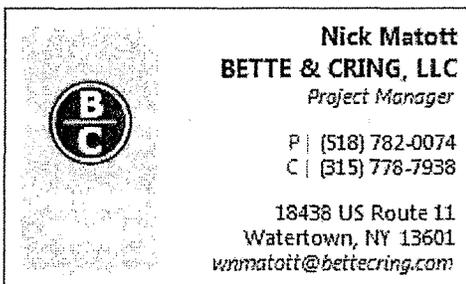
From: Matott, Nick [mailto:wnmatott@bettecring.com]
Sent: Thursday, December 31, 2015 10:04 AM
To: Larry Coburn <lcoburn@TheBCGroup.com>
Cc: Jones, Don <DJones@bettecring.com>
Subject: Watertown Arena: Proposal PCO-076 Added Post To Support Upper Level, Per ASI-032

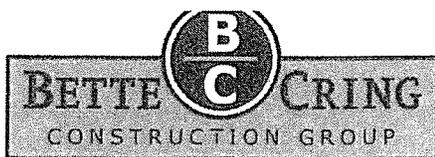
Nick Matott | PROJECT MANAGER

BETTE & CRING CONSTRUCTION GROUP
18438 US Route 11, Watertown, New York 13601
P: 315.782.0074 C: 315.778.7938

wnmatott@bettecring.com | www.bettecring.com

CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential information that is protected by law and is for the sole use of the individuals or entities to which it is addressed. If you are not the intended recipient, please notify the sender by replying to this email and destroying all copies of the communication and attachments. Further use, disclosure, copying, distribution of, or reliance upon the contents of this email and attachments is strictly prohibited.





6/2

Monday, December 21, 2015

Mr. Larry Coburn
Bernier Carr & Associates
327 Mullin Street
Watertown, NY 13601

RE: Potential Change Order # 072
Watertown Ice Arena- 1523

Dear Mr. Coburn,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 072
Date: 04-Dec-15
Description: Remove CWT and Provide New CWT To Match @ Pool Rms 001 & 003
Proposed Amt: \$18,781.71
Notes:

This PCO is comprised of the following items:

Item Number	Description	Proposed Amt	Contractor
001	Remove CWT and Provide New CWT To Match @ Pool Rms 001 & 003	\$18,781.71	

Total:\$18,781.71

Please review and advise if this proposal is acceptable. If so, forward a change order for the proposed amount at your earliest convenience. If you have any questions, please contact me as soon as possible.

Respectfully,
BETTE & CRING, LLC.

A handwritten signature in black ink, appearing to read 'Nick Matott', is written over a horizontal line.

Nick Matott
Project Manager

Watertown Ice Arena									
PROPOSAL: PCO-072 Remove CWT & Provide New CWT To Match @ Pool Rms 001 & 003									
Description					Qty	Units	Rate	Total	
Subcontractors									
Syracuse Mosaic					1	LS	\$ 16,100.00	\$ 16,100.00	
B&C's 5% OH&P					5%	OH&P	\$ 16,100.00	\$ 805.00	
								\$ 16,905.00	
Bette & Cring, LLC									
Carpenter					16	Hrs	\$ 63.32	\$ 1,013.12	
Dumpster					1	Allow	\$ 500.00	\$ 500.00	
Forklift					1	Day	N/C	\$ -	
Operating Expense (T)					4	Hrs	\$ 27.50	\$ 110.00	
NYS Sales Tax					8%	Tax	\$ 110.00	\$ 8.80	
								\$ 1,631.92	
15% OH&P					15%	OH&P	\$ 1,631.92	\$ 244.79	
								\$ 1,876.71	
								\$ 16,905.00	From Above
TOTAL								\$ 18,781.71	
(T) Taxable									
Carpenter to remove & reinstall toilet partitions & accessories									
Remove spoils from building using forklift with bucket, to dumpster									

Contractor Name: Bette & Cring, LLC
 Address: 18438 US Rte 11
Watertown, NY 13601
 Telephone No: 315-782-0074

Date: 04-Dec-15
 County: Jefferson

Trade: LABORER GROUP 2

WAGE RATE PER HOUR

REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
\$23.08	\$11.54	\$23.08

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5213</u>	17.67	%
Disability	0.00	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	Premium	DBL	times	% =
	\$23.08	\$11.54	\$23.08	43.76	% =
Workman's Comp is not calc on premium time				18.15	
				18.15	

\$10.10		
	\$2.09	
		\$4.19

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	73.30%	\$16.92
Pension	11.06%	\$2.55
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment Security Fund		
Taxes on Health & Welfare		\$7.40
		\$ 19.47

TOTAL BENEFITS PER HOUR

\$19.47		
\$60.05	\$13.63	\$27.27

TOTAL LABOR RATE

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

Contractor Name: Bette & Cring, LLC Date: 04-Dec-15
 Address: 18438 US Rte 11 County: Jefferson
Watertown, NY 13601
 Telephone No: 315-782-0074 Trade: CARPENTER

WAGE RATE PER HOUR	REGULAR BASE RATE	OVERTIME RATE	DBL TIME RATE
	\$27.97	\$13.99	\$27.97

PAYROLL TAXES AND INSURANCE

F.I.C.A. / Social Security	6.20	%
Medicare	1.45	%
Federal Unemployment	0.60	%
State Unemployment	9.90	%
Workman's Compensation Code: <u>5403</u>	12.72	%
Disability	0.05	%
Bodily Injury/Property Damage/Liability Insurance	7.94	%

TOTAL TAXES AND INSURANCE PER HOUR	Regular	\$27.97	times	38.86	% =	\$10.87		
Workman's Comp is not calc on premium time	Premium	\$13.99		18.15			\$2.54	
	DBL	\$27.97		18.15				\$5.08

BENEFITS

	% per hour	\$ per hour
Health & Welfare *	55.88%	\$15.63
Pension	9.94%	\$2.78
Vacation & Holiday		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
Taxes on Health & Welfare		\$6.07
		\$ 18.41

TOTAL BENEFITS PER HOUR	\$18.41		
TOTAL LABOR RATE	\$63.32	\$16.52	\$33.05

All benefits are paid directly to Employee.
 Only benefits identified by * above are paid directly to Employee.

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

 Signature

Sworn before me this _____ day
 of _____, 20__

 Print Name of Authorized Representative

 Notary Public

 Project Manager
 Print Title

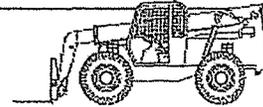


www.equipmentwatch.com

Rental Rate Blue Book®

May 26, 2015

JCB 550 (disc. 2014)
Telescoping Boom Rough Terrain Lift Trucks



Size Class:
Lift Capacity 4.5 - 4.9 MTons
Weight:
27,902 lbs.

Configuration for 550

Power Mode	Diesel	Base Capacity	10,000 lbs
Maximum Reach	368 in	Maximum Lift Height	531 in
Horsepower	100.0		

Blue Book Rates

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

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20
Adjustments						
Region (100%)	-	-	-	-		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)						
Total:	\$4,875.00	\$1,365.00	\$340.00	\$51.00	\$27.50	\$55.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31%	\$1,511.25 / mo
Overhaul (ownership)	58%	\$2,827.50 / mo
CFC (ownership)	3%	\$146.25 / mo
Indirect (ownership)	8%	\$390.00 / mo
Fuel (operating) @ \$3.73	38%	\$10.48 / hr

Revised Date: 1st Half 2015

Syracuse Mosaic Terrazzo
110 Game Rd. Syracuse, NY 13210
P: 315-428-1533 F: 315-428-8730

RFP SUBMITTAL GC-004.1

To: Bette & Cring, LLC.
Attention: Nick Matott
Phone: 315-782-0074
Fax: 315-782-5159

From: Rian Zeckzer
Pages: 1 of 1
Date: 12/21/2015

PROJECT: Watertown Municipal Arena Renovation
--

We Are Pleased To Provide The Following Pricing:

Furnish & Install New Thinset Wall Tile In Pool Area Rooms 001 & 003 Per Provided Drawing 12-16-15*.

Labor:	\$6,600.00
Materials:	\$4,400.00
OH&P:	15% \$1,650.00
	\$12,650.00

Twelve Thousand Six Hundred Fifty Dollars and No Cents

- * Pricing Based On Thinset Installation Method With Epoxy Grout.
- * Pricing Based On Same Tile Materials/Layout As Other Installed Contracted Areas.
- * All Wall Tile Heights Figured At 9' High In All Work Locations.
- * Wall Preparation Parge Coat Of Existing Walls Included.
- * Existing Floor Protection By Others.
- * Price Does Not Include Demolition, To Be Provided By Others.
- * Price Does Not Include Any Waterproofing Or Crack-Isolation Membranes.

Thank you,
Rian Zeckzer

15791.71

Syracuse Mosaic Terrazzo
110 Game Rd. Syracuse, NY 13210
P: 315-428-1533 F: 315-428-8730

RFP SUBMITTAL GC-004.2

To: Bette & Cring, LLC.
Attention: Nick Matott
Phone: 315-782-0074
Fax: 315-782-5159

From: Rian Zeckzer
Pages: 1 of 1
Date: 12/21/2015

PROJECT: Watertown Municipal Arena Renovation
--

We Are Pleased To Provide The Following Pricing:

Demolition Of Wall Tile In Pool Area Rooms 001 & 003 Per Provided Drawing 12-16-15*.

Labor:	\$3,000.00
---------------	-------------------

Materials:	
-------------------	--

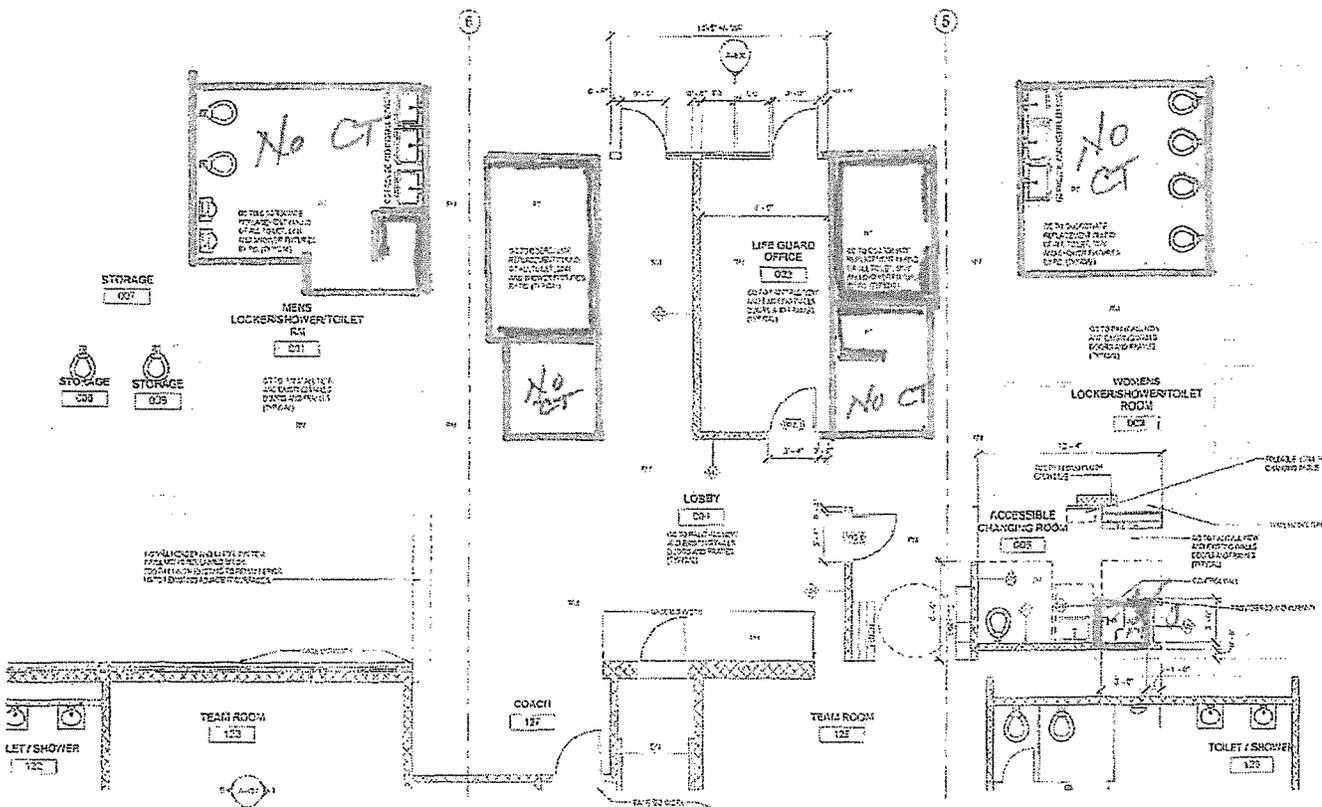
OH&P:	15% \$450.00
	\$3,450.00

Three Thousand Four Hundred Fifty Dollars and No Cents

- * Removal Areas Outlined By Attached Drawing, Provided On 12-16-15.
- * Dumpster By Others.
- * Partition Removal/Reinstall By Others.

Thank you,
Rian Zeckzer

REMOVE & REPLACE EXISTING TILE



ARCHITECTURAL POOL HOUSE INSTALLATION FLOOR PLAN

A-900

Larry Coburn

From: Gardner, Erin <EGardner@watertown-ny.gov>
Sent: Friday, December 04, 2015 1:21 PM
To: Wood, Justin; Larry Coburn
Subject: RE: Watertown Arena: PCO-072 Remove CWT & Provide New To Match @ Pool rms 001 & 003

Justin,

The current tiles have mold on them. We have tried several chemicals as well as pressure washed the walls several times to try to remove the mold and our efforts have been unsuccessful. I would prefer to proceed with this and get it done. If Council says "no" then we'll have our answer. We can give them a better explanation next Tuesday after they have had the opportunity to see they current tiles.

Erin

Sincerely,

Erin E. Gardner

Superintendent of Parks and Recreation

600 William T. Field Drive

Watertown, NY 13601

egardner@watertown-ny.gov

Office: (315)785-7777

Fax: (315)785-7776



From: Wood, Justin
Sent: Friday, December 04, 2015 1:11 PM
To: Larry Coburn
Cc: Gardner, Erin
Subject: RE: Watertown Arena: PCO-072 Remove CWT & Provide New To Match @ Pool rms 001 & 003

Erin,

I'm inclined to defer this work down the road to a later project. It isn't necessary for use of the pool house, but is more an aesthetic improvement. It's a tough one, but I can't authorize it...we can discuss with CC at the tour and try to get a verbal though.

What do you think?

Justin

Sent from my Verizon Wireless 4G LTE smartphone

Larry Coburn

From: Wood, Justin <JWood@watertown-ny.gov>
Sent: Friday, December 11, 2015 5:01 PM
To: Larry Coburn
Cc: Gardner, Erin; Romig, Jerome; Maurer, Thomas; Matott, Nick; Jones, Don
Subject: RE: Watertown Arena: PCO-072 Remove CWT & Provide New To Match @ Pool rms 001 & 003

Larry,

PCO for new tile in Pool House showers is approved.

Please authorize the work to proceed.

Thanks,

Justin

*Justin Wood, P.E.
City Engineer*

City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7740
Direct: (315) 755-6404
Fax: (315) 785-7829

jwood@watertown-ny.gov

From: Larry Coburn [mailto:lcoburn@TheBCGroup.com]
Sent: Friday, December 04, 2015 1:04 PM
To: Wood, Justin
Cc: Gardner, Erin
Subject: FW: Watertown Arena: PCO-072 Remove CWT & Provide New To Match @ Pool rms 001 & 003

Here is the PCO requested by the City for removing and replacing the ceramic wall tile in the pool area showers. Please review and advise if this cost is acceptable for this added scope of work.

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: Matott, Nick [mailto:wnmatott@bettecring.com]
Sent: Friday, December 04, 2015 12:35 PM
To: Larry Coburn <lcoburn@TheBCGroup.com>

Cc: Jones, Don <DJones@bettecring.com>

Subject: Watertown Arena: PCO-072 Remove CWT & Provide New To Match @ Pool rms 001 & 003

Nick Matott
Project Manager

Bette & Cring, LLC

18438 US Rte 11

Watertown, NY 13601

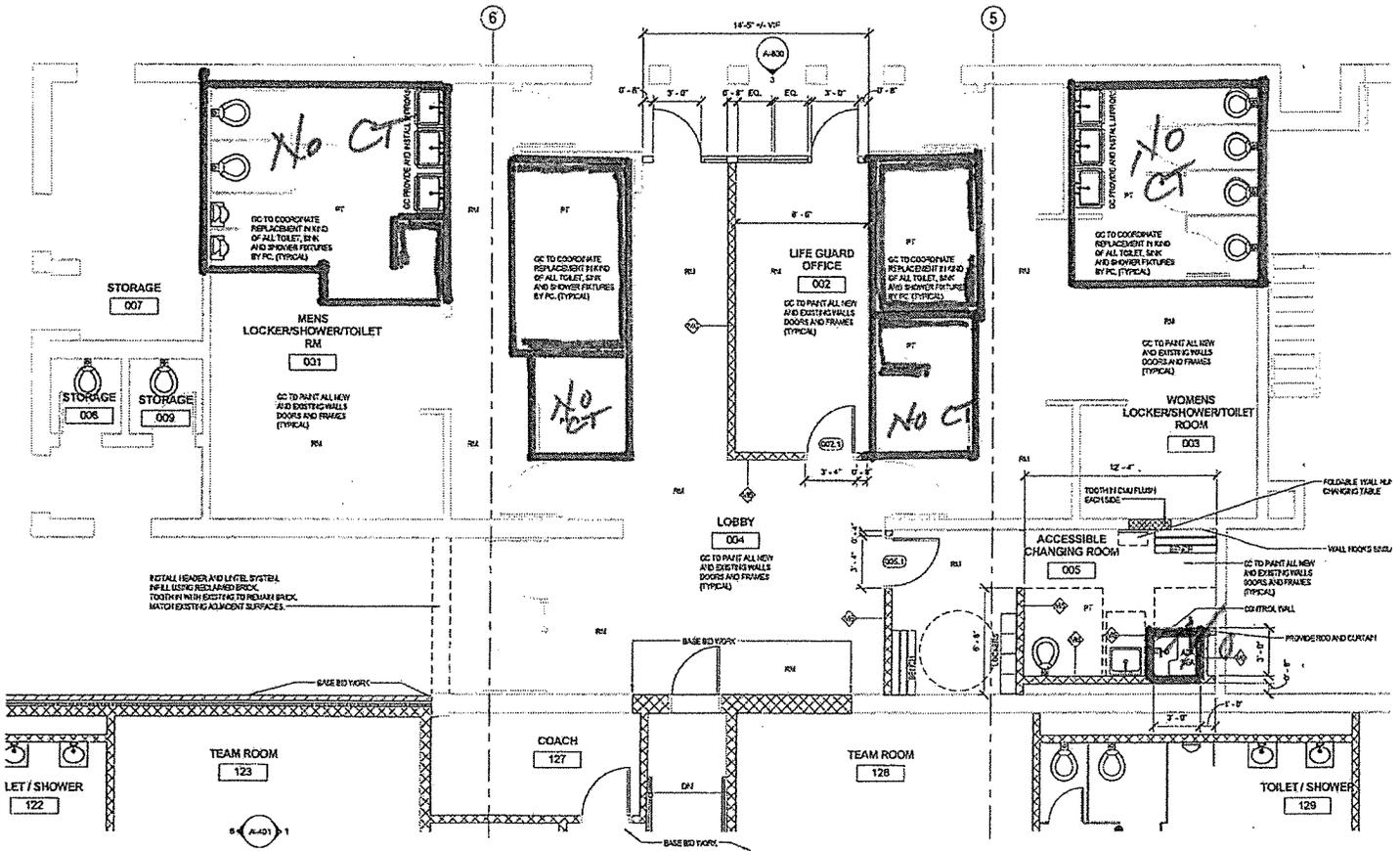
315-782-0074

315-778-7938 Cell

wnmatott@bettecring.com

This email was scanned by Bitdefender

REMOVE & REPLACE EXISTING TILE



TECTURAL POOL HOUSE INSTALLATION FLOOR PLAN

1/4" = 1'-0"

A-800

RESOLUTION

Page 1 of 1

Approving Change Order No. 3 for Watertown Arena Renovation Project, Mechanical Work, Lawman Heating and Cooling, Inc.

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$1,229,000 for the Mechanical Work for the Watertown Municipal Arena Renovation, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 1 in the decreased amount of \$7,840.00 due to changing the HVAC duct work from stainless steel to aluminum, bringing the total for the Mechanical Work to \$1,221,160.00, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 2 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS Lawman Heating and Cooling Inc. has now submitted Change Order No. 3 for repairs to the existing boiler in the amount of \$1,831.39,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 3 to the contract with Lawman Heating and Cooling Inc. for repairs to the existing boiler in the amount of \$1,831.39, bringing the total contract amount to \$1,222,991.39, for the Watertown Municipal Arena Renovation, copies of which are attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): City of Watertown 2015-025 245 Washington Street Watertown, NY 13601	CHANGE ORDER NUMBER: 2-003 INITIATION DATE: 2/4/16	OWNER: <input type="checkbox"/> CONSTRUCTION MANAGER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lawman Heating & Cooling, Inc. 206 Ambrose Street Sackets Harbor, NY 13685	PROJECT NUMBERS: 2015-025 / CONTRACT DATE: April 6, 2015 CONTRACT FOR: Mechanical	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all labor, materials, & equipment to repair the existing boiler in the mechanical room (run a combustion analyzer, and install a gas pressure switch, high limit aquastat, & reducing valve).

The original Contract Sum was	\$	1,229,000.00
Net change by previously authorized Change Orders	\$	-7,840.00
The Contract Sum prior to this Change Order was	\$	1,221,160.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,831.39
The new Contract Sum including this Change Order will be	\$	1,222,991.39

The Contract Time will be unchanged by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

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

CONSTRUCTION MANAGER (Firm name)
 327 Mullin Street, Watertown, NY 13601
 ADDRESS

BY (Signature)

(Typed name) DATE:

Lawman Heating & Cooling, Inc.

CONTRACTOR (Firm name)
 206 Ambrose Street, Sackets Harbor, NY 13685
 ADDRESS

BY (Signature)

(Typed name) DATE:

Stantec Consulting

ARCHITECT (Firm name)
 61 Commerical Street, Rochester, NY 14614
 ADDRESS

BY (Signature)

(Typed name) DATE:

City of Watertown

OWNER (Firm name)
 245 Washington Street, Watertown, NY 13601
 ADDRESS

BY (Signature)

(Typed name) DATE:

LAWMAN HEATING & COOLING, INC.
HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

OK
MC

20 January 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #540 - HVAC

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional Work – Run combustion analyzer; install gas pressure switch, high limit aquastat, reducing valve

Materials:	
Aquastat, switch	633.00
Labor:	
Pipefitter	
16 hrs. @ 59.97	<u>959.52</u>
Subtotal	1,592.52
15% OH & P	<u>238.87</u>
Total	\$1,831.39

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Kyle Lawler
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order Change Order

Contractor Name: <u>LAWMAN HEATING & COOLING, INC</u>		Date: <u>1/20/2016</u>
Address: <u>206 AMBROSE STREET</u>		Project No.: _____
<u>SACKETS HARBOR, NEW YORK 13685</u>		CO/FO/T&M: <u>Add'l Work</u>
Telephone No: <u>315/646-2919</u>		County: <u>Jefferson</u>
LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)		Trade: <u>Plumber / Pipefitter</u>
{T&M Only} Item No. _____		
{T&M Only} Employee Name: _____		REGULAR BASE RATE
{T&M Only} Soc. Sec. No. _____		PREMIUM TIME BASE RATE
A. WAGE RATE PER HOUR		\$29.79 \$44.69
BENEFITS (* Identifies benefits paid directly to the Employee)	* % per hour	\$ per hour
Vacation & Holiday		
Health & Welfare		
Pension		
Annuity		
Education / Apprentice Training		
Supplemental Unemployment		
Security Fund		
B. TOTAL BENEFITS PER HOUR	\$	\$19.86 \$19.86
PAYROLL TAXES AND INSURANCE		
F.I.C.A. / Social Security (Up to the Maximum required by law.)	.0765	%
Medicare		%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year)	.008	%
State Unemployment (Up to the \$8,500 of base salary paid per Employee per year)	.091	%
Workman's Compensation Code: _____	.170	%
Disability	.001	%
C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	<u>\$29.79</u> times	<u>34.65</u> % =
		\$10.32 \$15.48
D. TOTAL LABOR RATE (A + B + C) =		\$59.97 \$80.03
E. CONTRACTOR'S CERTIFICATION		
I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.		
Signature _____	Sworn before me	
<u>Kyle Lawler</u>	Notary Public _____	
Project Manager _____		
Print Title _____		

Item Description	Takeoff Qty	Unit	Labor \$/Unit	Labor Hours
CSI Labor	1.0	lsun		16.0
Grand Total				16.0

Item	Description	Takeoff Qty	Unit	Mat li \$/Unit	Mat Total	Mat Supplier
CSI	Gas Pressure Switch	1.0	EA	203.00	203.00	
	High limit Aquastat	1.0	EA	285.00	285.00	
	Reducing Valve	1.0	EA	145.00	145.00	
Grand Total					633.00	

RESOLUTION

Page 1 of 2

Approving Change Order No. 6 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council of the City of Watertown approved the bid submitted by Lawman Heating & Cooling, Inc. in the amount of \$668,000 for Plumbing/Fire Protection for the Watertown Municipal Arena Renovation, and

WHEREAS on June 15, 2015, City Council approved Change Order No. 1 in the amount of \$64,810.75 for work on the sprinkler system, surface mounted drinking fountains, PVC plumbing, eliminating sensor activated flush valves, and eliminating sensor activated lavatory faucets, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$9,388.48 to install utilities for the elevator sump pit, and

WHEREAS on November 16, 2015, City Council approved Change Order No. 3 in the amount of \$6,723.15 to enclose an area of the main walkway on the second floor, and

WHEREAS on December 21, 2015, City Council approved Change Order No. 4 in the amount of \$4,219.88 to relocated the roof drains in the bathhouse, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 5 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 6 for replacement of an existing circulation pump and to re-pipe tempered water lines to the shower fixture in the amount of \$3,553.13,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 6 to the contract with Lawman Heating & Cooling, Inc. for replacement of an existing circulation pump and to re-pipe tempered water lines to the shower fixture in the amount of \$3,553.13, bringing the total contract amount to \$756,695.39 for the Watertown Municipal Arena Renovation, a copy of which is attached and made part of this Resolution, and

RESOLUTION

Page 2 of 2

Approving Change Order No. 6 for Watertown Municipal Arena Renovation, Plumbing/Fire Protection, Lawman Heating & Cooling, Inc.

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): City of Watertown 2015-025 245 Washington Street Watertown, NY 13601	CHANGE ORDER NUMBER: 3-006 INITIATION DATE: 2/4/16	OWNER: <input type="checkbox"/> CONSTRUCTION MANAGER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lawman Heating & Cooling, Inc. 206 Ambrose Street Sackets Harbor, NY 13685	PROJECT NUMBERS: 2015-025 / CONTRACT DATE: April 6, 2015 CONTRACT FOR: 3 - Plumbing	

THE CONTRACT IS CHANGED AS FOLLOWS:

- 1) Provide all labor, material, & equipment required to replace a hot water circulating pump in the Mechanical Room - \$1,742.18
- 2) Provide all labor, material, & equipment required to re-pipe the tempered water lines to the showers in the existing Pool Locker Room - \$1,810.95

The original Contract Sum was	\$ 668,000.00
Net change by previously authorized Change Orders	\$ 85,142.26
The Contract Sum prior to this Change Order was	\$ 753,142.26
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,553.13
The new Contract Sum including this Change Order will be	\$ 756,695.39

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

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

CONSTRUCTION MANAGER (Firm name)
327 Mullin Street, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name) DATE:

Lawman Heating & Cooling, Inc.
CONTRACTOR (Firm name)
206 Ambrose Street, Sackets Harbor, NY 13685
ADDRESS

BY (Signature)

(Typed name) DATE:

Stantec Consulting

ARCHITECT (Firm name)
61 Commerical Street, Rochester, NY 14614
ADDRESS

BY (Signature)

(Typed name) DATE:

City of Watertown
OWNER (Firm name)
245 Washington Street, Watertown, NY 13601
ADDRESS

BY (Signature)

(Typed name) DATE:

OK
PC

LAWMAN HEATING & COOLING, INC.

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

05 January 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

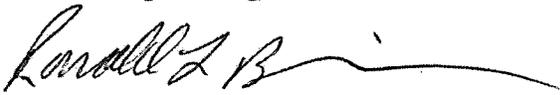
Additional Work – Replace one (1) HW circulating pump in the Mechanical Room

Material:	
Pump	1,375.00
Freight:	20.00
Labor:	
Plumber	
2 hrs. @ 59.97	<u>119.94</u>
Subtotal	1,514.94
15% OH & P	<u>227.24</u>
Total	\$1,742.18

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.



Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	1/5/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade:	Plumber / Pipefitter	
{T&M Only} Item No. _____		REGULAR	PREMIUM TIME
{T&M Only} Employee Name: _____		BASE RATE	BASE RATE
{T&M Only} Soc. Sec. No. _____			

A. WAGE RATE PER HOUR	\$29.79	\$44.69
-----------------------	---------	---------

BENEFITS	* (* Identifies benefits paid) (directly to the Employee)	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security (Up to the Maximum required by law.)		.0765	%
Medicare			%
Federal Unemployment (Up to a Maximum of \$56.00 per Employee per year.)		.008	%
State Unemployment (Up to 1st. \$8,500 of base salary paid per Employee per year.)		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79	times 34.65 % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
-------------------------------------	---------	---------

E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature
Ron Brimmer

Project Manager
Print Title

Sworn before me

Notary Public

BDC 125 (Sep/96) (Combines BDC 125 and BDC 273)

P R I C E Q U O T A T I O N
 VP Supply Corp - Syracuse
 601 Erie Blvd West
 Syracuse, NY 13204
 315-425-6200

Page : 1

Printed At : 08:33:20 05 JAN 2016

Quote Date 01/05/16	Quote No. 1809255	Quote Expiration Date 02/04/16	Writer CSP	Slsm 4	WH 5	
------------------------	----------------------	-----------------------------------	---------------	-----------	---------	--

Quoted To: LAWMANHTG

Ship To: LAWMANHTG

LAWMAN HEATING & COOLING INC PO BOX 599 SACKETS HARBOR NY 13685-0599
--

LAWMAN HEATING & COOLING INC PO BOX 599 SACKETS HARBOR NY 13685-0599
--

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1	1	SUB			
2		B&G 102208LF PRAB BRZ CIRC PMP	1375.000	EA	1375.00
3		**PLUS \$20.00 FRT** INCLUDES (2) FLANGES			

Quotation Total \$1,375.00

Larry Coburn

From: Wood, Justin <JWood@watertown-ny.gov>
Sent: Wednesday, January 06, 2016 11:33 AM
To: Larry Coburn; Maurer, Thomas
Cc: Gardner, Erin; Romig, Jerome
Subject: RE: Domestic hot water circ pump

Larry,

Let's keep it one contractor, one project. Please proceed with the work and provide a CO for this task.

Justin

Justin Wood, P.E.
City Engineer

City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7740
Direct: (315) 755-6404
Fax: (315) 785-7829

jwood@watertown-ny.gov

-----Original Message-----

From: Larry Coburn [<mailto:lcoburn@TheBCGroup.com>]
Sent: Wednesday, January 06, 2016 7:58 AM
To: Wood, Justin; Maurer, Thomas
Cc: Gardner, Erin; Romig, Jerome
Subject: Domestic hot water circ pump

The attached scan contains Lawman plumbing's quote for replacement of the seized circulation pump in the boiler room area that needs to be replaced. Please review and advise if this is acceptable to approve, or, if you'd like to handle this internally. It needs to happen ASAP. Thanks

Your message is ready to be sent with the following file or link attachments:

Scan0012

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

The information contained in this e-mail and any accompanying documents is confidential, may be privileged, and is intended solely for the person and/or entity to whom it is addressed (i.e. those identified in the "To" and "cc" box). They are the property of Bernier Carr & Associates. Unauthorized review, use, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please return the

PC
LAWMAN HEATING & COOLING, INC.

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

29 January 2016

Bernier, Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, NY
LHC #541 - Plumbing

Gentlemen:

We present for your consideration our price quote for all equipment, labor and materials for the following additional work:

Additional T&M Work – Re-pipe tempered water lines to showers in existing Pool Locker Room

Material:	
Pipe, fittings, etc.	375.34
Labor:	
Plumber	
20 hrs. @ 59.97	<u>1,199.40</u>
Subtotal	1,574.74
15% OH & P	<u>236.21</u>
Total	\$1,810.95

If you should need any additional information please contact the undersigned.

Sincerely,

Lawman Heating & Cooling, Inc.

Ron Brimmer (signature)

Ron Brimmer
Project Manager

LABOR RATE WORKSHEET

Watertown Municipal Arena Renovations

Time & Material

Field Order

Change Order

Contractor Name:	LAWMAN HEATING & COOLING, INC	Date:	1/29/2016
Address:	206 AMBROSE STREET	Project No.:	
	SACKETS HARBOR, NEW YORK 13685	CO/FO/T&M:	Add'l Work
Telephone No:	315/646-2919	County:	Jefferson

LABOR RATE BREAKDOWN (For T & M Only, Use a separate sheet for each Employee)	Trade: <u>Plumber / Pipefitter</u>
{T&M Only} Item No. _____	
{T&M Only} Employee Name: _____	REGULAR BASE RATE
{T&M Only} Soc. Sec. No. _____	PREMIUM TIME BASE RATE

A. WAGE RATE PER HOUR	\$29.79	\$44.69
-----------------------	---------	---------

BENEFITS <small>(* Identifies benefits paid directly to the Employee)</small>	*	% per hour	\$ per hour	
Vacation & Holiday				
Health & Welfare				
Pension				
Annuity				
Education / Apprentice Training				
Supplemental Unemployment				
Security Fund				

B. TOTAL BENEFITS PER HOUR	\$19.86	\$19.86
----------------------------	---------	---------

PAYROLL TAXES AND INSURANCE			
F.I.C.A. / Social Security <small>(Up to the Maximum required by law.)</small>		.0765	%
Medicare			%
Federal Unemployment <small>(Up to a Maximum of \$56.00 per Employee per year.)</small>		.008	%
State Unemployment <small>(Up to 1st \$8,500 of base salary paid per Employee per year.)</small>		.091	%
Workman's Compensation Code: _____		.170	%
Disability		.001	%

C. TOTAL TAXES AND INSURANCE PER HOUR		
<input type="checkbox"/> All benefits are paid directly to Employee.		
<input type="checkbox"/> Only benefits identified by * above are paid directly to Employee.	\$29.79	times 34.65 % =
	\$10.32	\$15.48

D. TOTAL LABOR RATE (A + B + C) =	\$59.97	\$80.03
-----------------------------------	---------	---------

E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Sworn before me

Signature: _____
 Ron Brimmer

Project Manager
 Print Title: _____

Notary Public _____

BDC 125 (Sept96) (Combines BDC 125 and BDC 273)

Item CSI Description	Takeoff Qty	Labor Unit	Labor Mix	r	Labor Hours
-------------------------	----------------	---------------	--------------	---	----------------

Plumber	20.0	hour		1	20.0
---------	------	------	--	---	------

Grand Total 20.0

Item CSI Description	Takeoff Qty	Unit	Mat Waste	Mat Unit	Mat Conv	Mat Link	Mat Total	Mat Supplier
VP Supply	1.0						323.19	
Lawler Hardware	1.0						52.15	
Grand Total							375.34	

lawler hardware
 po box 145 206 ambrose st
 sackets harbor
 315-646-3344

I N V O I C E

<< IIP >>

Ship To:

Bill To:

ATTN:

ATTN:

9884 9884 IN # 08:35 am 01/28/16 Page # 1

SKU	DESCRIPTION	QTY	Per/Unit		TOTAL
			PRICE		
SHOE PLATES 3/8	3/8 FXM PLATES	17.00	0.99		16.83
COOKROD386	3/8 X 6 THREADED ROD 25 PC BDL	18.00	0.49		8.82
NUT38	NUTS-HEX 3/8-16" 3250057	50.00	0.09		4.50
WASH38	3/8 FLAT WASHERS 2241354	50.00	0.06		3.00
SPLITRING 1 COPP	SPLIT RING 1 COPPER	6.00	1.20		7.20
SPLITRING 1/2 CO	1/2 COPPER SPLIT RING	2.00	0.95		1.90
SPLITRING3/4 COP	3/4 SPLIT RING	9.00	1.10		9.90

\$0.00
 \$0.00

Sub-Total:

Tax:

:

TOTAL:

Deposit Amount :

Balance Due :

\$52.15

~~\$4.18~~

~~\$0.00~~

~~\$56.33~~

~~0.00~~

~~56.33~~

P R I C E Q U O T A T I O N
 VP Supply Corp - Rochester
 3445 Winton Place
 Rochester, NY 14623
 585-272-0110

Page : 1

Printed At : 08:19:38 28 JAN 2016

Quote Date 01/28/16	Quote No. 1825179	Quote Expiration Date 02/27/16	Writer PHL	Slsm 4	WH 1	
------------------------	----------------------	-----------------------------------	---------------	-----------	---------	--

Quoted To:CS1

Ship To:CS1

CASH SALES ROCHESTER
Stock Items 15% restocking fee
Special Orders 50% return fee
No returns after 60 days

CASH SALES ROCHESTER
Stock Items 15% restocking fee
Special Orders 50% return fee
No returns after 60 days

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1	1	0555300 M1 LF 1 PXP FBV-3 FP BV 2PC	21.978	EA	21.98
2	1	P77412 1" CXCXC TEE ZL	9.434	EA	9.43
3	2	P78087 1"X3/4" FTG X C REDUCER ZL	5.184	EA	10.37
4	3	P77437 1"X1"X3/4" CXCXC TEE ZL	10.730	EA	32.19
5	5	P77022 3/4" CXC 90 ELBOW SHORT RAD ZL	3.164	EA	15.82
6	4	P79230 3/4"X3/4"CXM NPT ADAPTER ZL ZERO LEAD PRO PRES 3/4 M ADAPT ER # 79230	4.147	EA	16.59
7	2	P78147 3/4"X1/2" C X C REDUCER ZL	7.954	EA	15.91
8	10	P77317 1/2" C X C 90 ELBOW ZL	1.955	EA	19.55
9	3	P79215 1/2"X1/2"CXM NPT ADAPTER ZL ZERO LEAD 12 M PRO PRES ADAPER # 79215	2.300	EA	6.90
10	20	CTL1X20 1"X20' L COPPER TUBE, PER FT.	2.826	EA	56.52
11	50	CTL3/4X10 3/4"X10' L COPPER TUBE, PER FT.	1.719	EA	85.95
12	30	CTL1/2X10 1/2"X10' L COPPER TUBE, PER FT.	1.066	EA	31.98
13		SUBTOTAL LINE			323.19

Tax
 Quotation Total

~~\$25.86~~
~~\$349.05~~

ADDITIONAL WORK AUTHORIZATION

CONTRACT NO. _____
 PROJECT NO. _____
 DATE OF ISSUE _____
 PROJECT LOCATION _____

11/27/16

CUSTOMER NAME <i>City of Washington</i>		PHONE	DATE <i>11/27/16</i>
STREET		JOB NAME <i>Water Main Replacement</i>	JOB NUMBER
CITY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CITY	STATE

DESCRIPTION

*Repair damaged water mains for replacement for
 along 1st street from*

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
<i>Plumber</i>	<i>Don Mc...</i>			<i>3</i>	<i>3</i>			<i>16</i>		
<i>Plumber</i>	<i>John...</i>			<i>4</i>				<i>4</i>		

LABOR TOTAL _____

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____
(OWNER SIGNS HERE)

Approved By _____ Date _____
(CONTRACTOR SIGNS HERE)

Print Name _____

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

RESOLUTION

Page 1 of 2

Approving Change Order No. 4 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS on March 30, 2015, City Council approved the bid submitted by Lawman Heating and Cooling, Inc. in the amount of \$976,000 for the Electrical Work for the Watertown Arena Renovation Project, and

WHEREAS on July 20, 2015, City Council approved Change Order No. 1 in the decreased amount of \$1,100.74 for the transmitter for the Marquee sign, additional exterior lighting and to relocate the underground utility conduits, and

WHEREAS on September 21, 2015, City Council approved Change Order No. 2 in the amount of \$2,970.58 to install a dedicated electrical circuit required for the elevator equipment room and sump pit, bringing the total Electrical Work amount to \$977,869.84, and

WHEREAS on January 19, 2016, City Council approved Change Order No. 3 for a no cost time extension for building occupancy to March 7, 2016, and

WHEREAS Lawman Heating and Cooling, Inc. has now submitted Change Order No. 4 for a credit from the \$50,000 Allowance for the 3 phase electrical service update, to replace the air compressor for the fire suppression system, to provide a shunt trip circuit breaker for the elevator, and to add lighting to the crawl space on the second floor mezzanine in the amount of a decrease of \$18,553.19,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 4 as described above in the decreased amount of \$18,553.19, bringing the total contract amount to \$959,316.65 for the Watertown Municipal Arena Renovation, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance Amendment to cover the expenses associated with this project, and

RESOLUTION

Page 2 of 2

Approving Change Order No. 4 for Watertown Municipal Arena Renovation Project, Electrical Work, Lawman Heating and Cooling, Inc.

Council Member HORBACZ, Cody J.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED that the City Manager, Sharon Addison, is hereby authorized and directed to sign the Change Order on behalf of the City of Watertown.

Seconded by



AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): City of Watertown 2015-025 245 Washington Street Watertown, NY 13601	CHANGE ORDER NUMBER: 4-004 INITIATION DATE: 2/4/16	OWNER: <input type="checkbox"/> CONSTRUCTION MANAGER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Lawman Heating & Cooling, Inc. 206 Ambrose Street Sackets Harbor, NY 13685	PROJECT NUMBERS: 2015-025 / CONTRACT DATE: April 6, 2015 CONTRACT FOR: Electrical	

THE CONTRACT IS CHANGED AS FOLLOWS:

- 1) Provide a credit for the unused portion of the National Grid Allowance - (\$26,170.60)
- 2) Provide all labor, material, & equipment required to install an air compressor for the Sprinkler system - \$4,711.00
- 3) Provide all labor, material, & equipment required to install a 100 amp shunt trip breaker for the elevator - \$1,625.00
- 4) Provide all labor, material, & equipment required to install lighting in the storage area on the Mezzanine - \$1,281.41

The original Contract Sum was	\$	976,000.00
Net change by previously authorized Change Orders	\$	1,869.84
The Contract Sum prior to this Change Order was	\$	977,869.84
The Contract Sum will be increased by this Change Order in the amount of	\$	-18,553.19
The new Contract Sum including this Change Order will be	\$	959,316.65

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is February, 29 2016.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

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

CONSTRUCTION MANAGER (Firm name)
327 Mullin Street, Watertown, NY 13601

ADDRESS

BY (Signature)

(Typed name)

DATE:

Lawman Heating & Cooling, Inc.

CONTRACTOR (Firm name)
206 Ambrose Street, Sackets Harbor, NY 13685

ADDRESS

BY (Signature)

(Typed name)

DATE:

Stantec Consulting

ARCHITECT (Firm name)
61 Commerical Street, Rochester, NY 14614

ADDRESS

BY (Signature)

(Typed name)

DATE:

City of Watertown

OWNER (Firm name)
245 Washington Street, Watertown, NY 13601

ADDRESS

BY (Signature)

(Typed name)

DATE:

Lawman Heating & Cooling, Inc.

206 Ambrose Street
P.O. Box 599
Sackets Harbor, NY 13685

PURCHASE ORDER

No. 542-004

EC

TO: National Grid
Regional Account Services
21265 NYS Route 232
Watertown, NY 13601

DATE: 6/29/2015
PROJECT: Watertown Municipal Arena Electric
JOB: 542

ATTN: Todd Froyssell

COMPLETED:

WORK AT

BILL TO

Watertown Municipal Arena
600 William T. Field Drive
Watertown, NY 13601

Lawman Heating & Cooling, Inc.
206 Ambrose Street
P.O. Box 599
Sackets Harbor, NY 13685

TERMS: Net 30

SHIP VIA: Jobsite / 48 HOUR NOTICE

DESCRIPTION

In accordance with your attached email of June 10, 2015 with Justin Wood, Engineer, City of Watertown:

ESR 19186844 - Removal of existing 277/480, 300 KVA transformer and the existing 120/208V, 75 KVA transformers
Estimated Cost - \$6,316.00

ESR 18442918 - Installation of an estimated 340 feet of Electric Underground 3-Phase Primary Service Lateral
Estimated Cost - \$17,513.40

ALLOWANCE : 50,000.00
COST 23,829.40
BALANCE (\$26,170.60) CREDIT CO.

Unit Cost:	\$0.00
Unit Tax:	\$0.00
Lump Sum:	\$23,829.40
Lump Tax:	\$0.00
Freight:	\$0.00
Total:	\$23,829.40

Contracted By:

National Grid

Contracted By:

Lawman Heating & Cooling, Inc.

Signed: _____

By: Todd Froyssell

Signed: _____

By: Jesse Vance

Date: _____

Date: 6/30/2015



ASSOCIATED FIRE PROTECTION CORP.

P.O. Box 3181, Syracuse, New York 13220
(315) 463-9890 • Fax (315) 463-9895

AUTOMATIC FIRE SPRINKLER SYSTEM PROPOSAL

January 20, 2016

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

Attention: Larry Coburn
RE: CITY OF WATERTOWN MUNICIPAL ARENA WATERTOWN, NY – Air Compressor
Quote

Larry,

We are pleased to submit our quote for the fire protection portion of work within the above-mentioned project. This scope shall begin with the addition of a new Air Compressor, wiring and piping, within the existing mechanical room. The pricing and breakdown are as follows:

Air Compressor-----	\$1,983.00
Piping Material-----	\$ 400.00
Labor 2- men 1 day 16 hours @ \$66.50-----	\$1,064.00
Electrical-----	\$ 650.0
Sub Total-----	\$ 4,097.00
15% OHP-----	\$ 614.00
Total -----	\$ 4,711.00

This price excludes: ~~Underground~~ piping, BACKFLOW PREVENTER, AIR COMPRESSOR, PAINTING, electrical, fire alarm, sales tax and bond.

If you have any questions or need any additional information please don't hesitate to contact us @ 463-9890 or email plembo@afpccompanies.com.

Sincerely,
Associated Fire Protection Corp.

Peter R. Lembo

Peter R. Lembo
President

Air Compressors



60 gal
3 hp



SS3L3



T302340L5-230-1



T302475N7.5-PKG



3,000
Type 30, 30-gallon horizontal gas and electric compressors also available—call for pricing.

Stationary Electric-Driven Single-Stage

Ideal for most anyone from the do-it-yourselfer to the professional air compressor user.

- Industrial quality design
- Durable cast-iron construction
- 135 psi maximum operating pressure

Start-up Kit

Each Ingersoll Rand kit provides everything you need for 2,000 hours of service between changes under normal operating conditions, along with the added protection of a two-year extended warranty on the pump. Start-up kits include All Season Select[®] lubricants and replacement filters.



Stationary Electric-Driven Two-Stage—Type 30 Series

Designed for heavy shop or industrial use, Ingersoll-Rand two-stage electric air compressors provide the quality and performance that are ideal for most applications and users, including automotive service and body shops, fleet maintenance, machine shops, manufacturing, construction, wood working shops, dry cleaners, car washes, repair shops and farms.

- Durable, cast-iron ASME tank
- 175 psi maximum operating pressure
- 100% continuous duty for tough applications
- Automatic start/stop control/pressure switch operation
- Magnetic motor starter and manual drain
- Fully packaged compressor also includes electric drain, air-cooled after cooler and low oil level switch

Don't confuse the heavy-duty industrial Type 30 series with the light-commercial TS series units available at some chain stores.

Item #	HP	Tank	ACFM @ Maximum Operating Pressure	NPT Outlet (in.)	Package Dimensions L x W x H (in.)	Net Weight (lb.)	Price
Single Stage Electric-drive Stationary Compressor							
SS3L3	3	60 gallon vertical	10.3 @ 135 psi	3/8	20 x 23 x 66	300	\$642 ⁰⁰
97338099	Start-up Kit: includes two All Season Select Lubricants and two replacement filters						\$55 ⁷⁵
Two Stage Electric-drive Stationary Compressor - Value Packaged							
T302340L5-230-1	5	60 gallon vertical	14.0 @ 175 psi	1/2	48 x 40 x 76	435	\$1,308 ⁰⁰
T302475N7.5-230	7.5	80 gallon vertical	24.0 @ 175 psi	3/4	48 x 40 x 76	611	\$2,395 ⁰⁰
32305880	Start-up Kit: includes four All Season Select Lubricants and two replacement filters						\$118 ⁰⁰
Two Stage Electric-drive Stationary Compressor - Fully Packaged							
T302475N7.5-PKG	7.5	80 gallon vertical	24.0 @ 175 psi	3/4	48 x 40 x 76	611	\$2,598 ⁰⁰
32305880	Start-up Kit: includes four All Season Select Lubricants and two replacement filters						\$118 ⁰⁰



www.MQB.com

sales@MQB.com

Utica

1300 Stark St. • Utica, NY 13502
Ph: (315) 724-7119 • Fax: (315) 724-0171

Watertown

22696 Murrock Circle • Watertown, NY 13601
Ph: (315) 788-2612 • Fax: (315) 785-0361

Syracuse

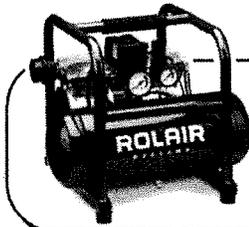
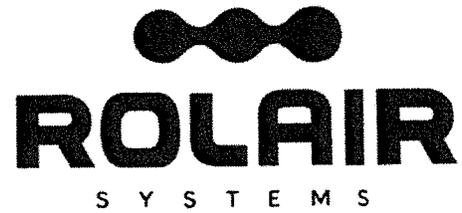
6300 E. Molloy Rd. • E. Syracuse, NY 13057
Ph: (315) 671-4400 • Fax: (315) 671-4404

Air Compressors

Hand Carry Direct Drive Models

Standard Features

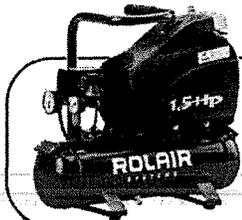
- 115V AC motor • Regulator/pressure gauge • Cast iron cylinder
- ¼" universal quick disconnect • Pressure switch with on/off lever



JC10

\$239⁹⁵

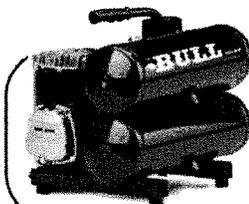
- Oilless - 2.5 gallon tank capacity
- 1 hp - 1,725 rpm - auto reset
- 2.35 cfm delivered at 90 psi - 5.3 displaced
- 17" x 16" x 15" (L x W x H)



FC1500HS3

\$209⁹⁵

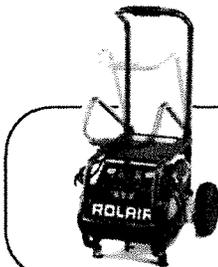
- Splash lubricated - 2.5 gallon tank capacity
- 1.5 hp - 3,400 rpm - manual reset
- 4.0 cfm delivered at 90 psi - 7.8 displaced
- 20" x 9" x 18" (L x W x H)



FC2002

\$239⁹⁵

- Splash lubricated - 4.3 gallon tank capacity
- 2 hp - 3,400 rpm - manual reset
- 4.1 cfm delivered at 90 psi - 8.7 displaced
- 20" x 15" x 17" (L x W x H)



VT25BIG

\$389⁹⁵

- Splash lubricated - 5.3 gallon tank capacity
- 2.5 hp - 3,400 rpm - manual reset
- 6.5 cfm delivered at 90 psi - 9.3 displaced
- 19" x 19" x 37" (L x W x H)



FC250090L

\$449⁹⁵

- Splash lubricated - 24 gallon tank capacity
- 2 hp - 3,400 rpm - manual reset
- 5.1 cfm delivered at 90 psi - 10.1 displaced
- 23" x 28" x 44" (L x W x H)

Single Stage Gas & Electric Models

Standard Features for Both Models

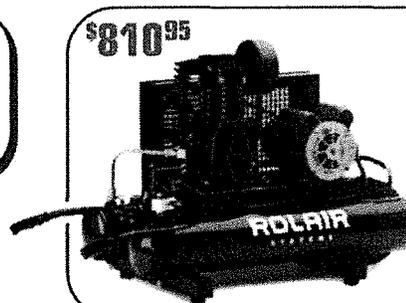
- Foam-filled flat-free tire • Splash lubricated pump with cast iron cylinders
- Ball bearing crank shaft • Oil level sight gauge • Aftercooler
- Oversized flywheel for extra cooling • Accessory support bracket
- Automotive-style bearing inserts on connecting rods
- Totally enclosed, two-piece, heavy-gauge belt guard

Additional Features for Electric Models

- Low RPM ball bearing motor • Thermal protection with manual reset
- Pressure switch with on/off lever

Additional Features for Gas Models

- Idle down throttle control • Schmidt belt tightening device



\$810⁹⁵

5715K17

Electric Model

- 9 gallon tank capacity
- 1.5 hp - manual reset
- 7.3 cfm delivered at 90 psi
- 10.1 displaced
- 46" x 19" x 28" (L x W x H)

\$929⁹⁵

4090HK17

Gas Model

- 163cc GX160 Honda Engine
- 9 gallon tank capacity
- 9.3 cfm delivered at 90 psi
- 13.1 displaced
- 46" x 19" x 28" (L x W x H)

Unfortunately, changes in manufacturing costs may occasionally cause our published prices to change without notice. These prices are limited to stock on hand. We reserve the right to correct typographical or pricing errors. 7/21/15

OK
EL

LAWMAN HEATING & COOLING, INC

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

23 December 2015

Bernier Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, New York
LHC # 542- Electric

Gentlemen:

Here is the proposal to provide and install the 100 amp shunt trip enclosed breaker for the elevator. I have attached the cut sheets for the breaker.

Materials:

Enclosed Breaker 1500

Labor:

Electricians

Subtotal

Freight 125

Total \$ 1625

Please let me know if there is any other information needed.

Sincerely,

Lawman Heating & Cooling, Inc.

Casey Carpenter

Electrical Project Manager



Powering Business Worldwide

Detail Bill of Material

Page 1 of 1

Project Name: Watertown Municipal Arena
General Order No: SAY0613166

Negotiation No: SY660219X5K1
Alternate No: R004

Item No.	Qty	Product	Description
	1	Enclosed Circuit Breaker	Enclosed Breakers
		Catalog No	SNHFD3100LA06S06
		Designation	
	Qty	List of Materials	
	1	Factory Assembled Enclosed Thermal Magnetic Circuit Breaker	
	1	Molded Case Circuit Breaker with Standard Terminals	
	1	Circuit Breaker Enclosure - Nema 1 Surface Mounted	
	1	Enclosure Neutral Kit	
	1	Shunt Trip 48-127Vac/48-60Vdc Pigtail Leads	
	1	Auxiliary Switch 1a/1b Pigtail Leads	

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction there of for the time the shipment is delayed.

Larry Coburn

From: Larry Coburn
Sent: Monday, December 21, 2015 12:48 PM
To: Casey Carpenter (casey@lawmanhc.com)
Subject: FW: Elevator power disconnects

Approved... please order per this update and initiate the installation. Thanks

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

-----Original Message-----

From: Assini, Carl [mailto:Carl.Assini@stantec.com]
Sent: Monday, December 21, 2015 12:44 PM
To: Larry Coburn <lcoburn@TheBCGroup.com>
Cc: Justin Wood <JWood@watertown-ny.gov>; Pickett, Jeri <jeri.pickett@stantec.com>; Tom Johnston <tjohnston@watertown-ny.gov>
Subject: Re: Elevator power disconnects

Larry

I approve the use of this breaker and the additional cost. I'll follow up with an amended RFP later today but Lawman can go ahead and order the equipment.

Thanks all,

Carl Assini

Sent from my iPhone

> On Dec 21, 2015, at 12:36 PM, Larry Coburn <lcoburn@TheBCGroup.com> wrote:

>
> I am going to need a blessing on this added cost item to resolve this elevator power item.... Real soon... This route was requested by Carl this morning hoping to put it to rest and meet the code requirements. Please comment/advise by tomorrow so this can move. Urgent for timing and installation. Thanks.

>
> Sent from my iPhone
>
> Begin forwarded message:

>
> From: casey <casey@lawmanhc.com<mailto:casey@lawmanhc.com>>

> Date: December 21, 2015 at 12:31:17 PM EST
> To: Larry Coburn <lcburn@TheBCGroup.com<mailto:lcburn@TheBCGroup.com>>
> Subject: Re: Elevator power disconnects

>

> Larry,

> We can provide a 100 Amp Shunt trip enclosed breaker in the available space in the shroud. The price for this is \$1500. There would be no additional labor, conduit or wire required with this installation. Again, the lead time is 7-10 days (without holiday closures) please advise. I will hold off on the rough in as long as possible

>

> Casey Carpenter

> casey@lawmanhc.com<mailto:casey@lawmanhc.com>

> 315-523-0906

>

> From: Larry Coburn<mailto:lcburn@TheBCGroup.com>

> Sent: Monday, December 21, 2015 10:40 AM

> To: mailto:casey@lawmanhc.com

> Cc: mailto:Carl.assini@stantec.com ; tjohnston@watertown-ny.gov<mailto:tjohnston@watertown-ny.gov>

> Subject: Elevator power disconnects

>

> Casey... can you investigate and advise on the ability to provide the Shunt trip for the FA system within the area behind/within the door to the elevator shaft, in lieu of the last summary on how this power disconnect issue may be resolved? Perhaps something smaller... or... I know this is getting cumbersome and odd based on our experiences, but... if it's at all possible with something functional, within the shaft area using the door opening space or panel within... we could get through this ordeal with somewhat less . Please advise.

>

> Larry Coburn

> Senior Construction Manager

>

> BCA Construction Managers

> Ithaca | Syracuse | Watertown

>

> 327 Mullin Street

> Watertown, New York 13601

> P:(315) 782-8130 C:(315) 783-0370

> www.thebcgroup.com<http://www.thebcgroup.com/>

>

> The information contained in this e-mail and any accompanying documents is confidential, may be privileged, and is intended solely for the person and/or entity to whom it is addressed (i.e. those identified in the "To" and "cc" box). They are the property of Bernier Carr & Associates. Unauthorized review, use, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please return the e-mail and attachments to the sender and delete the e-mail and attachments and any copy from your system. Bernier Carr & Associates thanks you for your cooperation.

> The information contained in this e-mail and any accompanying documents is confidential, may be privileged, and is intended solely for the person and/or entity to whom it is addressed (i.e. those identified in the "To" and "cc" box). They are the property of Bernier Carr & Associates. Unauthorized review, use, disclosure, or copying of this communication, or any part thereof, is strictly prohibited and may be unlawful. If you have received this e-mail in error, please return the e-mail and attachments to the sender and delete the e-mail and attachments and any copy from your system. Bernier Carr & Associates thanks you for your cooperation.



Powering Business Worldwide

Detail Bill of Material

Page 1 of 1

Project Name: Watertown Municipal Arena
General Order No: SAY0613166

Negotiation No: SY660219X5K1
Alternate No: R004

Item No.	Qty	Product	Description
	1	Enclosed Circuit Breaker	Enclosed Breakers
		Catalog No	SNHFD3100LA06S06
		Designation	
	Qty	List of Materials	
	1	Factory Assembled Enclosed Thermal Magnetic Circuit Breaker	
	1	Molded Case Circuit Breaker with Standard Terminals	
	1	Circuit Breaker Enclosure - Nema 1 Surface Mounted	
	1	Enclosure Neutral Kit	
	1	Shunt Trip 48-127Vac/48-60Vdc Pigtail Leads	
	1	Auxiliary Switch 1a/1b Pigtail Leads	

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

OK / EL

LAWMAN HEATING & COOLING, INC

HVAC, PLUMBING, ELECTRICAL CONTRACTING

206 AMBROSE STREET P.O. BOX 599 SACKETS HARBOR, NY 13685

(315) 646-2919 FAX (315) 646-2920

23 December 2015

Bernier Carr & Associates, PC
327 Mullin Street
Watertown, New York 13601

Attn: Larry Coburn

Re: Watertown Municipal Arena Renovations
Watertown, New York
LHC # 542- Electric

Gentlemen:

Here is the proposal to provide and install the lighting in the crawl space/storage area on the mezzanine.

Materials:

Lights, conduit, wire, etc. 538.17

Labor:

Electricians

9 hrs. @ \$63.84 574.36

Subtotal 1112.53

15% OH & P 166.88

Total \$ 1281.41

Please let me know if there is any other information needed.

Sincerely,

Lawman Heating & Cooling, Inc.

Casey Carpenter

Electrical Project Manager

Larry Coburn

From: Larry Coburn
Sent: Thursday, December 24, 2015 7:14 AM
To: Casey Carpenter (casey@lawmanhc.com)
Cc: Wood, Justin
Subject: FW: Lighting in storage space
Attachments: Lighting in storage area proposal.pdf

Approved for installation... please proceed accordingly. A Change Order will be processed for accounting of this added scope. Thank you !

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: casey [mailto:casey@lawmanhc.com]
Sent: Wednesday, December 23, 2015 10:32 AM
To: Larry Coburn <lcoburn@TheBCGroup.com>
Subject: Lighting in storage space

Larry,
Here is the proposal for the lighting in the storage space.

Thank you
Casey Carpenter
casey@lawmanhc.com
315-523-0906

Larry Coburn

From: Wood, Justin <JWood@watertown-ny.gov>
Sent: Wednesday, December 23, 2015 3:17 PM
To: Larry Coburn
Cc: Gardner, Erin; Romig, Jerome
Subject: RE: Lighting in storage space

Larry,

Please proceed with installation as specified. The work must be done, and time is of the essence.

Thanks,

Justin

*Justin Wood, P.E.
City Engineer*

City of Watertown
City Hall, Suite 305
245 Washington Street
Watertown, NY 13601
Tel: (315) 785-7740
Direct: (315) 755-6404
Fax: (315) 785-7829

jwood@watertown-ny.gov

From: Larry Coburn [mailto:lcoburn@TheBCGroup.com]
Sent: Wednesday, December 23, 2015 10:40 AM
To: Wood, Justin
Cc: Gardner, Erin; Romig, Jerome
Subject: FW: Lighting in storage space

Here is the cost proposal for adding lighting within the space created as storage on the upper level deck... keyed switching on the exterior wall near the access door is included. Please advise of this approval status.

Larry Coburn
Senior Construction Manager

BCA Construction Managers
Ithaca | Syracuse | Watertown

327 Mullin Street
Watertown, New York 13601
P:(315) 782-8130 C:(315) 783-0370
www.thebcgroup.com

From: casey [mailto:casey@lawmanhc.com]
Sent: Wednesday, December 23, 2015 10:32 AM
To: Larry Coburn <lcoburn@TheBCGroup.com>
Subject: Lighting in storage space

Larry,

Ord No. 1

February 4, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance Amendment – Arena Rehabilitation Design

Included in tonight's agenda were change orders related to the Arena rehabilitation project. If the change orders were approved by City Council it must also consider the bond ordinance amendment to fund the change orders.

A summary of the project's current costs are as follows:

Stantec		
-Base contract	\$ 99,790	
-Change order #1	510,403	
-Change order #2	<u>78,000</u>	\$ 688,193
Bette & Cring (General Construction)	6,268,000	
-Change orders #1-8	142,510	
-Change order #9	<u>49,699</u>	6,460,209
Lawman Heating & Cooling (Mechanical)	1,229,000	
-Change orders #1-2	(7,840)	
-Change order #3	<u>1,831</u>	1,222,991
Lawman Heating & Cooling (Plumbing/Fire Protection)		
-Base contract	\$668,000	
-Change orders #1-5	85,142	
-Change order #6	<u>3,553</u>	756,695
Lawman Heating & Cooling (Electrical)	976,000	
-Change order #1-2	1,870	
- Change order #4	<u>(18,553)</u>	959,317
Bernier Carr & Associates(Construction Inspection)	150,000	
-Change order #1	<u>23,750</u>	173,750
Furniture, fixtures and equipment (estimate)		175,000
Special inspection & testing (estimate)		20,000
Air monitoring (estimate)		12,000
Geotech services and hazardous material testing (estimate)		17,000
Miscellaneous (water valve, stone, roof pull test)		6,000
Bonding and contingency costs		<u>108,845</u>
Total Bond Ordinance		<u>\$ 10,600,000</u>

ORDINANCE

An Ordinance Amending the Ordinance Dated December 21, 2015, Authorizing the Issuance of \$10,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,600,000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, on February 16, 2016, 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 FEBRUARY 16, 2016.

WHEREAS, by ordinance dated December 21, 2015, the Council of the City of Watertown, Jefferson County, New York, authorized the issuance of \$10,500,000 bonds of said City to pay the costs of the \$10,500,000 estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York;

WHEREAS, no obligations have been issued under such ordinance; and

WHEREAS, the Council now wishes to increase the estimated maximum cost and the amount of bonds authorized for the design, reconstruction and expansion of the City's Fairgrounds Arena from \$10,500,000 to \$10,600,000, in both instances an increase of \$100,000 over that previously authorized;

ORDINANCE

An Ordinance Amending the Ordinance Dated December 21, 2015, Authorizing the Issuance of \$10,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,600,000

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

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 21, 2015 authorizing the issuance of \$10,500,000 bonds to pay the estimated maximum cost of the reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including design costs and incidental expenses in connection therewith, a specific object or purpose, in and for the City of Watertown, Jefferson County, New York, are hereby amended, in part, to read as follows:

“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$10,600,000 BONDS OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK, TO PAY THE COSTS OF THE DESIGN, RECONSTRUCTION AND EXPANSION OF THE CITY'S FAIRGROUNDS ARENA, IN AND FOR SAID CITY.

“
 “Section 1. For the specific object or purpose of paying costs of the design, reconstruction and expansion of the City's Fairgrounds Arena, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$10,600,000 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 \$10,600,000 and that the plan for the financing thereof is by the issuance of the \$10,600,000 bonds of said City authorized to be issued pursuant to this bond ordinance. The amount of bonds to be issued will be reduced by the amount of any appropriations of current funds to pay part of the cost of the aforesaid specific object or purpose.

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

ORDINANCE

An Ordinance Amending the Ordinance Dated December 21, 2015, Authorizing the Issuance of \$10,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,600,000

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

YEA	NAY

Total

(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 resolution 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:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

The ordinance was thereupon declared duly adopted.

* * *

APPROVED BY THE MAYOR

_____, 2016.

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:

ORDINANCE

An Ordinance Amending the Ordinance Dated December 21, 2015, Authorizing the Issuance of \$10,500,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Design, Reconstruction and Expansion of the City's Fairgrounds Arena, to Increase the Estimated Maximum Cost Thereof and the Amount of Bonds Authorized to \$10,600,000

Council Member HORBACZ, Cody J.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

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 February 16, 2016, 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:

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 February __, 2016.

City Clerk
(CORPORATE SEAL)

Ord No. 2

February 3, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Sidewalk Special Assessment District #11

At the City Council meeting held on February 1, City Council established the fee for the sidewalk Special Assessment District #11.

As in previous years, this Special Assessment Program provides property owners with an opportunity to pay for the cost of work performed by the City over a ten-year period. This bond ordinance will allow the City to borrow for the costs associated with those property owners that choose to enroll in the 10-year Special Assessment Program. The City's share of the costs associated with the sidewalk program are funded with a transfer from the General Fund and not through the proceeds of this bond ordinance.

ORDINANCE

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City

Page 1 of 6

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

At a regular meeting of the Council of the City of Watertown, Jefferson County, New York, held at the Municipal Building, in Watertown, New York, in said City, February 16, 2016, 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 FEBRUARY 16, 2016.

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

WHEREAS, it is now desired to authorize the issuance of bonds of said City to finance costs of said class of objects or purposes; NOW, THEREFORE,

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City

Page 2 of 6

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Section 1. For the class of objects or purposes of paying costs of the construction or reconstruction of sidewalks in Special Assessment District No. 11 within the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, there are hereby authorized to be issued \$125,000 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 class of objects or purposes is \$125,000 and that the plan for the financing thereof is by the issuance of \$125,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State or Federal aid or any other revenue received by the City from other sources for such class of objects or purposes.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is ten years, pursuant to subdivision 24 of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. There shall annually be levied upon property in Special Assessment District No. 11 determined to be specially benefitted by such construction or reconstruction of sidewalks a special assessment to pay such portion of the principal of and interest on such obligations, as the same become due and payable, as shall be established in proceedings under Title XII of the City Charter and, to the extent such assessments are

ORDINANCE

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City

Page 3 of 6

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

insufficient, there shall annually be levied a tax to pay principal and interest on such obligations as the same become due and payable.

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

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

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the City by the facsimile signature of the City Comptroller, providing for the manual countersignature of a fiscal agent or of a designated official of the City), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the City Comptroller. It is hereby determined that it is to the financial advantage of the City not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local

ORDINANCE

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City

Page 4 of 6

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Finance Law, as the City Comptroller shall determine.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.1340-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. 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 11. This ordinance, which takes effect immediately, shall be published in full in the Watertown Daily Times, the official newspaper, together with a notice of the City Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Unanimous consent moved by 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:

_____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____
 _____ VOTING _____

ORDINANCE

An Ordinance Authorizing the Issuance of \$125,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Construction or Reconstruction of Sidewalks in Special Assessment District No. 11 Within the City

Page 6 of 6

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

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 Notices 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 February ____, 2016.

City Clerk
(CORPORATE SEAL)

Ord No. 3

February 10, 2016

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, Planning & Community Development Coordinator

Subject: Adopting New Zoning Map and Amending Chapter 310 of the Code of the City of Watertown

Last year the City Council agreed that staff should proceed with updating the City's Zoning Map. The update includes converting the map information to an electronic GIS format and eliminating as many situations as possible where parcels are split by more than one zoning district.

The Planning Board reviewed the proposed new map at its February 2, 2016 meeting and voted to recommend that City Council adopt the map. Attached are the report prepared for the Planning Board and its minutes. A copy of the final draft version of the map is included with each Council Member's agenda.

The County Planning Board will be reviewing the proposal on February 23, 2016.

The attached ordinance adopts the new map and amends the paragraph within Chapter 310 of the City Code that references the map. The Council must hold a public hearing on the ordinance before it may vote. It is recommended that a public hearing be scheduled for 7:30 p.m. on Monday, March 7, 2016. A SEQRA resolution will also be presented for City Council consideration at that meeting.

ORDINANCE

Page 1 of 1

Adopting New Zoning Map and Amending Chapter 310 of the Code of the City of Watertown

Council Member HORBACZ, Cody J.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

BE IT ORDAINED where the City Council of the City of Watertown, NY, deems it necessary to update the City’s Zoning Map, and

WHEREAS the Planning Board of the City of Watertown reviewed the proposed new zoning map at its February 2, 2016 meeting and recommended that City Council adopt the new map, and

WHEREAS the County Planning Board reviewed the proposed zoning map pursuant to General Municipal Law Section 239-m, and

WHEREAS a public hearing was held on the proposed zone change on March 7, 2016, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zoning map according to the requirements of SEQRA, and

NOW THEREFORE BE IT ORDAINED that the City Council hereby adopts the map entitled “Zoning Map of the City of Watertown, New York” and dated February 16, 2016 as the official zoning map of the City of Watertown, and

BE IT FURTHER ORDAINED that paragraph 310-2. B. of the Code of the City of Watertown is hereby amended to read in its entirety as follows: “Said districts are shown, defined and bounded on the map accompanying this chapter, entitled ‘Zoning Map of the City of Watertown, New York’ and dated February 16, 2016, as amended. Said map and all explanatory matter thereon is hereby made part of this chapter.”, and

BE IT FURTHER ORDAINED this amendment to the Zoning Ordinance of the City of Watertown shall take effect as soon as it is published once in the official newspaper of the City of Watertown, or otherwise printed as the City Manager directs.

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK
OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
245 WASHINGTON STREET, ROOM 304, WATERTOWN, NY 13601
PHONE: 315-785-7740 – FAX: 315-785-7829

TO: Planning Board Members

FROM: Kenneth A. Mix, Planning and Community Development Coordinator

SUBJECT: Adopting a New Zoning Map

DATE: January 28, 2016

The City's official zoning map is a mylar map that is several decades old. This map was kept up to date until the late 1990's by hand using drafting equipment. After computer mapping with the City's Geographic Information System (GIS) became available, the mylar map was not kept up to date. Zoning information has been kept electronically in recent years in GIS with the mylar map being used as a reference. The electronic mapping has given us the ability to produce color paper maps at any scale and to provide the information on the City's website.

As discussed with the Planning Board last year, the City's GIS Division updated the City's official tax maps so that they are based in GIS software and no longer based in AutoCAD software. This change has produced more accurate tax maps, but our existing GIS zoning layer does not overlay on the new tax maps very accurately. The entire zoning layer had to be updated to reflect the changes in the new base layer.

Staff proposed to the Planning Board and City Council last year that while adjusting the zoning districts to fit the new tax parcel maps, we also make other small changes to the map to address areas having split zoning designations to make the zoning districts match the parcel boundaries. On January 6, 2015, the Planning Board recommended that the City Council proceed with changing split parcels. The City Council agreed on January 12th that staff should proceed.

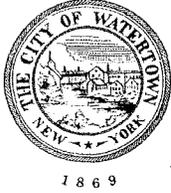
We looked at every split parcel. There are 431 of them. 369 of them are proposed to be changed. None of the proposed changes should have a negative impact on the property owner. In most cases, the more liberal district is the one being expanded. We avoided making large adjustments, especially where the changes would have allowed a less restrictive zoning district (i.e. commercial) to encroach too far into a more restrictive district (i.e. residential). We also did not change parcels that have been the subject of public controversy in the past.

You may also note that the Black River has been filled in with the Waterfront District. The tax maps in the past were drawn so that parcels stopped at the river's edge, regardless of what the deeds said. That policy has changed and parcel boundaries are now drawn

into the riverbed if stated in the deeds when that information becomes available to us. All of the parcels in the river have not been adjusted yet, but since the zoning map is being redone it is a good time to zone the entire river.

There are two maps with this memo. One of them shows the current zoning and the other shows the proposed changes and identifies the split parcels that are not changed. Staff is requesting that the Planning Board, if satisfied with it, recommend to the City Council that it adopt the "Proposed Zoning Map" as the official "Zoning Map of the City of Watertown, New York". Once the Planning Board makes a recommendation, it will be presented to the City Council for adoption.

cc: City Council Members
Robert J. Slye, City Attorney
Matthew Owen, GIS Coordinator
Brian Drake, Civil Engineer II



CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD
ROOM 304, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7740

MEETING: February 2, 2016

PRESENT:

Larry Coburn, Chairperson
Michelle Capone
Linda Fields
Neil Katzman
Anthony Neddo
Steve Rowell

ALSO:

Kenneth A. Mix, Planning and Community
Development Coordinator
Michael A. Lumbis, Planner
Jeffrey Polkowski, Planner
Geoffrey Urda, Planner
Matthew Owen, GIS Coordinator

ABSENT:

None

The February 2, 2016 Planning Board Meeting was called to order at 3:00 PM by Planning Board Chair Larry Coburn. Mr. Coburn called for a reading of the Minutes from the January 5, 2016 Planning Board Meeting. Ms. Fields made a motion to accept the minutes as written. The motion was seconded by Mr. Neddo and all voted in favor.

ZONING MAP ADOPTION – ADOPTION OF A NEW OFFICIAL “ZONING MAP OF THE CITY OF WATERTOWN, NEW YORK”

The Planning Board then considered the adoption of a new official “Zoning Map of the City of Watertown, New York,” that reflects changes to various zoning districts made to accommodate a new GIS-based parcel map and changes made to address various split-zone parcels throughout the City.

Mr. Mix began by saying that the goal of this was to bring the zoning map into the 21st Century. He noted that the current official zoning map is Mylar, which is a plastic sheet with rub-on symbols. Mr. Mix then said that, practically speaking, the City has been using GIS for some time now as an unofficial zoning map. He added that the City’s GIS Department had imported the Tax Assessment Maps from AutoCAD into GIS, which shifted many of the lines, and required several subsequent adjustments to make the different layers fit together.

Mr. Mix then noted that there was split zoning on many parcels within the City, resulting in parcels that were in two zoning districts. Mr. Mix said that a year earlier, Staff had suggested to the Planning Board and to City Council that the City make some adjustments. He said that City Council agreed with the suggestion, with the caveat that the Council did not want any controversy over proposed changes.

Mr. Mix said that Staff was primarily treating this proposed change as housekeeping. He said that Staff had examined all of the parcels in the City that had split zoning and made a decision for each. He then said that there were 431 parcels that were split, and after examining each one, Staff was proposing changing 369 of them.

He then drew the Planning Board's attention to two large maps and indicated that the first was the existing zoning map, and the second was proposed. Mr. Mix said that parcels highlighted with green and yellow diagonal hatching were the ones with split zoning. He said the green hatching identified parcels where Staff proposed eliminating split zoning and yellow hatching identified where split zoning would remain.

Mr. Mix then drew the Planning Board's attention to the areas on the map surrounding the Black River. He said that along the river, the Waterfront Zoning District has gaps, and that as Staff was obtaining information from property deeds, those gaps were being filled in. Mr. Mix then said that Staff proposed zoning the entire area surrounding the Black River as Waterfront.

Mr. Mix then drew the Planning Board's attention to a small number of areas at the edge of the City that had been annexed, but never zoned. He then said that Staff recommended taking this opportunity to fill those in.

Mr. Mix then addressed the parcels that Staff recommended leaving as split zoned. He said that generally speaking, the ones that would be left alone fell into one of two categories; that either they were large intrusions into another zoning district or they were areas that had been controversial in the past and Staff recommended leaving them alone because of that.

Mr. Mix said that he could take questions on any specific parcels that the Planning Board wished to discuss. He then said that if the Planning Board was satisfied, that Staff asked the Planning Board to recommend to City Council that the Council adopt the proposed new map as the Official Zoning Map of the City of Watertown.

Mr. Katzman asked if this new map will be on the City's online public GIS map once approved. Mr. Mix replied that he would let Matthew Owen, the City's GIS Coordinator, answer that question. Mr. Owen said that the zoning map that is publically available at this time is severely outdated. He added that Staff is trying to get it updated, but that the computing platform that it is based on does not even exist anymore.

Mr. Neddo then asked if any of the proposed zone changes would cause changes in assessed property values for parcel owners. Mr. Mix replied in the negative, and said that most of these parcels are already zoned in the majority for the proposed district anyway, and that this action would simply consist of completing the parcel.

Mr. Katzman then asked if Staff had spoken with any affected landowners for their opinions. Mr. Mix replied in the negative, and said that such an outreach would be a monumental undertaking. He said that it would involve thousands of letters. He added that in

the cases of zone changes, those letters were just a courtesy, and that they were not required by law. Mr. Mix then said that City Council agreed that in this instance, the City would not be doing that. He added that there would be a public hearing notice published, so it is not like this action is being kept secret.

Mr. Katzman then asked Mr. Mix if there was anyone he thought would get upset by any of the changes that Staff was recommending. Mr. Mix answered in the negative, and noted that Staff knew where the potential controversies were. Mr. Mix then said that one example was a parcel on Washington Street where a McDonald's restaurant had been proposed a few years prior and caused neighborhood pushback. Mr. Mix reiterated that these were the types of situations where Staff recommended leaving everything alone.

Ms. Capone then said that she found it surprising that Thompson Park was in a Residence A Zoning District. Mr. Mix replied that it was essentially irrelevant since that land was never going to be anything other than a park. He added that parks and golf courses are both allowed uses in a Residence A District. Mr. Mix then said that Thompson Park could always be rezoned to an Open Space and Recreation District, but that was a discussion for another day.

Mr. Katzman then moved to recommend that the City Council adopt the proposed new official "Zoning Map of the City of Watertown, New York," that reflects changes to various zoning districts made to accommodate a new GIS-based parcel map and changes made to address various split-zone parcels throughout the City.

The motion was seconded by Ms. Fields and all voted in favor.

Mr. Neddo then moved to adjourn the meeting. The motion was seconded by Ms. Fields and all voted in favor. The meeting was adjourned at 3:18 PM.

ZONING MAP

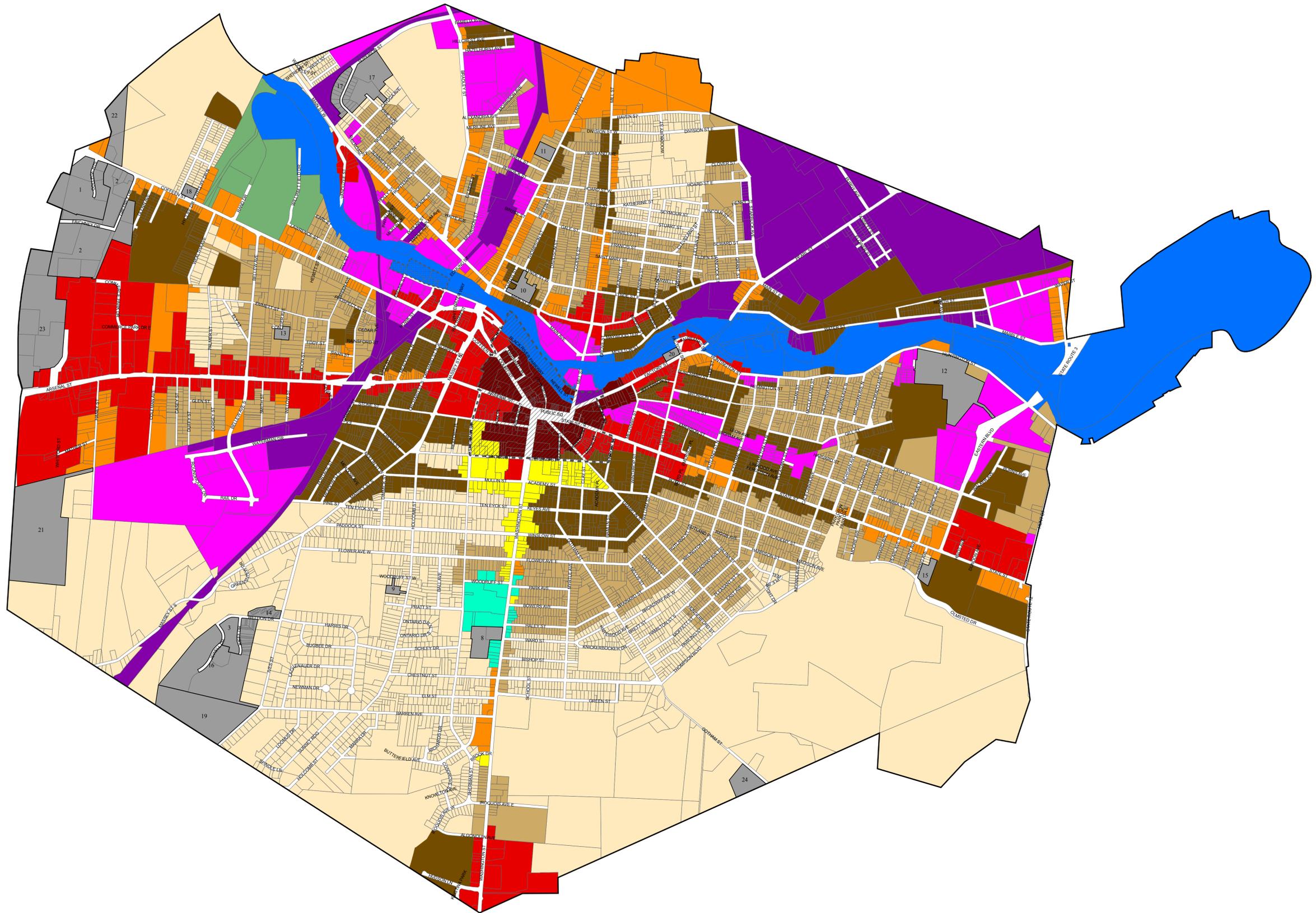
OF THE CITY OF WATERTOWN NEW YORK

FEBRUARY 16, 2016



Legend

-  RIVER DEVELOPMENT DISTRICT
-  DOWNTOWN CORE OVERLAY
-  Open Space and Recreation
-  DOWNTOWN
-  RESIDENCE A
-  RESIDENCE B
-  RESIDENCE C
-  WATERFRONT
-  LIMITED BUSINESS
-  NEIGHBORHOOD BUSINESS
-  COMMERCIAL
-  HEALTH SERVICES
-  LIGHT INDUSTRY
-  HEAVY INDUSTRY
-  PLANNED DEVELOPMENT



Revision:	Description of Revision:	Date:	By:

Project:	CITY OF WATERTOWN, NEW YORK
Title:	ZONING MAP



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793



Project: CITY OF WATERTOWN, NEW YORK	
Drawn By: J.Carlsson	Approved By:
Scale: 1 inch = 900 feet	Date:
Map Number: 14-16	
Title: ZONING MAP	

February 9, 2016

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Funding of the Fire Department Pumper Truck

During the September 8, 2015 City Council meeting, a Resolution for Accepting Bid for Fire Department Pumper Truck was presented to Council for consideration and approval. Its approval was contingent upon approval of the Bond Ordinance in the same agenda. The resolution was introduced and amended to remove the "...contingent upon the City Council approving a Bond Ordinance to cover the expenses..." clause and subsequently passed by all voting yeas.

The Pumper Truck was approved as part of the FY2015/16 Adopted Budget with the plan of funding the purchase through the issuance of debt. During the discussion, Mayor Graham acknowledged that he accepted staff's recommendation on the bid but questioned how it should be paid for. At that time, he anticipated additional sales tax revenue would be generated due to the sales tax increase of one-quarter point. He estimated that this increase would result in approximately \$1.1 million in revenue and left the decision on how to pay for the pumper for next year (2016) when additional funding would be available. The September 8 Council minutes are attached for your insight.

On January 14, 2016, Comptroller Mills reported to Council the performance of the Sales Tax Revenue through December 2015, which represents the last quarter of the 3.75% County sales tax rate. The year-to-date actual receipts are down \$457,829 or 4.97% while the year-to-date receipts on a budget basis are down \$697,320 or 7.38%. With the uncertainty of sales tax revenue for next fiscal year due to the falling Canadian dollar and gas prices, it is unlikely that the FY 2016/17 sales tax budget will be set at an amount that would provide the additional funding needed to cover the purchase of the pumper.

It is staff's recommendation that Council reconsider a Bond Ordinance to fund the Pumper Truck as originally planned in the Adopted FY2015/16 budget. If this is Council's will, an ordinance will be presented at the March 7, 2016 meeting.

Council Member Butler asked if there would be a re-adoption of the budget to remove the \$300,000 expenditure.

James Mills, City Comptroller, clarified this is not required and it will not appear as an actual project next year.

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

Resolution No. 5 - Accepting Bid for Fire Department Pumper Truck

Introduced by Council Member Stephen A. Jennings

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of a Pumper Truck for use at the City's Fire Department, per City specifications, and

WHEREAS bid specifications were sent to fifteen (15) fire apparatus providers, with a total of five (5) bids received, and

WHEREAS on Friday, August 7, 2015 at 11:00 a.m., the City Purchasing Department publicly opened and read the bids received, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Fire Department, and it is their recommendation that the City Council accept the bid from Colden Enterprises Fire and Rescue in the amount of \$469,529.00 as the lowest qualifying bidder meeting City specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Colden Enterprises Fire and Rescue in the amount of \$469,529.00 for the Pumper Truck as the lowest qualifying bidder meeting City specifications for use at the City's Fire Department, and

~~BE IT FURTHER RESOLVED that the approval of this Resolution is contingent upon the City Council approving a Bond Ordinance to cover the expenses associated with this purchase, and~~

BE IT FURTHER RESOLVED that City Manager Sharon Addison is hereby authorized and directed to sign all contracts associated with implementing the award to Colden Enterprises Fire and Rescue.

Seconded by Council Member Joseph M. Butler, Jr.

Prior to the vote on the foregoing resolution, Mayor Graham questioned the delivery time for this truck.

Dale Herman, Fire Chief, replied the proposal indicated the build date would be approximately 330 calendar days.

Mayor Graham said he accepts staff's recommendation on this bid but questions how it should be paid for. Mentioning that next year's sales tax is going up a quarter point, he stated this increase would generate approximately \$1.1 million per year in extra revenue. He suggested this amount of money could be available next year. He indicated he does not favor approving the bond ordinance that is linked to this and the decision on how to pay for it can be made next year when this additional money is available. Therefore, he proposed the following amendment.

Motion was made by Mayor Jeffrey E. Graham to amend the foregoing resolution removing the sixth paragraph which links this resolution to the bond ordinance. Motion was seconded by Council Member Roxanne M. Burns.

Council Member Butler asked for the City Comptroller's recommendation.

Mr. Mills remarked that it was to be bonded for in the multiyear plan so he would not be in favor of changing that. He advised the bond ordinance should be adopted as a stop loss policy and reminded Council that he will not borrow for this until spring, which would be in line with the sidewalk improvement district. He noted there have been projects in the past that had funding approved but then did not need to be borrowed for, and reiterated that he would like the bond ordinance passed as a safety net in case sales tax does not come in where they think it will, based on Fort Drum deployments and the Canadian dollar.

Council Member Butler said he does not disagree with Mayor Graham's logic but said there is a lot to think about before spending half a million dollars in cash from, hopefully, an increase in sales tax revenue. He stated this is worthy of more debate and due diligence.

Mayor Graham stressed he would like to get the bid approved so that the truck can be ordered but if it is contingent on the bond ordinance, the bond ordinance will not be voted on tonight under the rules. He discussed the reasons that he has never been comfortable with resolutions being contingent on other items.

In response to Council Member Butler's comments, Mr. Mills confirmed his projected borrowing timeline is next spring along with the sidewalk assessment that is done during construction season.

Council Member Macaluso asked if any money is needed upfront to order the truck.

Mr. Mills replied that he confirmed this with Amy Pastuf, Purchasing Manager, and the payment is due upon completion. He clarified that once a payment is made towards the truck, the City cannot go back and borrow for the money.

At the call of the chair, a vote was taken on the motion to amend the foregoing resolution and carried with all voting yea except Council Member Stephen A. Jennings voting nay.

Council Member Butler noted there was a lower bid from a vendor so he asked if it needs to be formally rejected since it did not meet the specifications.

Attorney Slye said it is his understanding that this vendor has been advised that it was rejected because it did not meet the bid specifications.

In response to Council Member Butler's question, Fire Chief Herman explained the specifications that were not met.

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

ORDINANCES

Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$550,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Cost of the Purchase of a Fire Pumper Truck, in and for Said City

Introduced by Council Member Teresa R. Macaluso

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

Section 1. For the specific object or purpose of paying part of the cost of the purchase of a fire pumper truck, including incidental expenses in connection therewith, all in and for the City of Watertown, Jefferson County, New York, there are hereby authorized to be issued \$550,000 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 \$550,000 and that the plan for the financing thereof is by the issuance of the \$550,000 bonds of said City authorized to be issued pursuant to this bond ordinance.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty years, pursuant to subdivision twenty-seven of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of said City of Watertown, Jefferson County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the City of Watertown, Jefferson County, New York, by the manual or facsimile signature of the City



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 8 February 2016

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Armstrong Place – Traffic Study

At the January 19, 2016 City Council meeting, Mr. Lon Murchison made a request to the City to make upper Armstrong Place a one-way street due to safety concerns. Council directed staff to look into the issue, which is the subject of this memo.

Armstrong Place is approximately 425' long, and runs between Franklin Street and State Street. The northern portion of the street serves as an entrance and drive lane for the Municipal Parking lot, and is an acceptable width of at least 24' to support two-way traffic. The southern portion of the street is only about 15' wide, and does not meet minimum width standards to support two-way traffic.

Furthermore, Armstrong Place is NOT a City owned street, any public works projects to substantially widen, or reconstruct the street would likely necessitate acquisition of not only the current 20 foot wide street boundary, but also an additional property taking from 231 Franklin Street (Olympic Apartments) to widen the street.

Staff from the Engineering Department and Police Department made 15 observations between Jan. 29 and Feb. 5, 2016 in two hour intervals to cover the peak traffic times. These peak hour observations were generally performed between 7-9 am, 11-1 pm, and 4-6 pm. to record traffic counts, patterns, as well as pedestrian, bicycle, and power handicap scooter usage. These observations revealed the following:

Total Estimated Average (Avg.) Daily Traffic (ADT) \geq 340 vehicles per day

The following data is expressed as average traffic over a 2 hr peak traffic interval:

Total Avg. Traffic during two hour peak traffic interval = 85 vehicles

Avg. Traffic entering Armstrong Pl. from Franklin St. = 30 vehicles or 29%

Avg. Traffic entering Armstrong Pl. from State St. = 73 vehicles or 71%

Avg. Traffic parking in Municipal Parking lot = 52 vehicles or 51%

Avg. Traffic using Armstrong Pl. as a cut thru = 51 vehicles or 49%

Avg. Traffic - cut thru from Franklin St. to State St. = 19 vehicles or 38%

Avg. Traffic - cut thru from State St. to Franklin St. = 32 vehicles or 62%

During 30 hours of observations, only 18 instances of vehicles passing each other on the narrow section of Armstrong were recorded. One of the vehicles yielded in all cases and no near misses or accidents were noted.

Low Volume usage by pedestrians (max 10), motorized handicap scooters (max 2), and bicycles (max 2) were also recorded during these two hour intervals.

The Watertown School District (WSD) uses Armstrong Place twice a day, traveling south from State St. to a bus stop at the intersection with Franklin St.

The results of this study show a majority of traffic on Armstrong Place is entering from State St. (71%). Furthermore, a majority of the cut through traffic on Armstrong Place, which results in safety issues at the narrow section near Franklin St., is traveling from State St. to Franklin Street.

One of the biggest safety concerns in the current layout and function of Armstrong Place, is the semi-blind right turn movement from Franklin Street onto Armstrong Place. The Pine Cleaners building restricts visibility of all roadway users (vehicles, pedestrians, and bicycles) heading south toward Franklin Street, therefore limiting the reaction time for both drivers when some is attempting to turn right onto Armstrong Place from Franklin St.

Three options the City could take to address the safety concerns along Armstrong Place are as follows:

1. Make Armstrong Place a One-Way street from State St. to Franklin St.

- This pattern is in line with current traffic patterns where a majority of traffic enters from State St. (71%) and the direction of travel for those using it as a cut through street (62%).

- Eliminates the semi-blind turn movement from Franklin St. onto Armstrong Place, which is the primary safety concern of this corridor and the origin of this reason for this request.

- Would limit access to the State St. Municipal Parking Lot and force all traffic to enter from State St. The users who accessed the lot from Franklin St., would be forced to travel to Public Square, or use Parker St. or William St. and make a left onto State St.

- Conversely, it would maintain a second point of egress from the parking lot, which is important at peak times because opportunities to make a left onto State St. are very limited.

- WSD bus travels daily on Armstrong Place from State St. to Franklin St., and picks up school children at intersection with Franklin St.

2. Make Armstrong Place a One-Way street from Franklin St. to State St.

- This pattern would adversely affect a higher percentage of users than Option 1 as most cut through traffic travels to Franklin St.

- Provides a second point of ingress to the State St. Municipal Parking Lot.

- Does not resolve the safety concern and blind spot for vehicles turning onto Armstrong Place from Franklin St. and not being able to see pedestrians and bicyclists traveling south toward Franklin.

3. Acquire Property, Widen the southern portion of Armstrong Place, and keep as a Two-Way street

- Since Armstrong is not a City-owned street, this option would require research similar to the Palmer Street Acquisition, to determine the last known property owner or descendents thereof. In order to widen the street to an acceptable width of at least 24' for two way traffic, the City would also have to acquire property from 231 Franklin St. A decision would have to be made whether to include adequate width for and to construct a sidewalk as part of the project. The sidewalk could connect to an existing sidewalk installed from State St. to the end of the municipal parking lot. An estimated Rough Order of Magnitude (ROM) Cost for widening and rebuilding the southern end of Armstrong Place with sidewalk is \$200,000, excluding right of way acquisition costs.

Option 1 is a simple, cost effective solution to minimize the risk of accidents at the southern end of Armstrong Place, near Franklin St. A one way direction of traffic to Franklin St. will accommodate on average, 2/3 of users, and maintain a secondary exit from the municipal parking lot. Option 2 is less preferred and would have a greater impact to current traffic patterns, with one-way flow to State Street. Regardless of what option is chosen, however, consideration should be given to installing a concrete sidewalk to accommodate the non vehicular users of this corridor. This could be done as a permanent easement or through property acquisition, and would require cooperation from the property owners of 231 Franklin St.

Cc: Charles Donoghue, Police Chief
Eugene Hayes, Superintendent of Public Works
File, Traffic/2016

Google Maps 233 Franklin St



Image capture: Dec 2015 © 2016 Google

Watertown, New York

Street View - Dec 2015



Google Maps 224 Franklin St



Image capture: Dec 2015 © 2016 Google

Watertown, New York

Street View - Dec 2015



Google Maps Armstrong Pl



Image capture: Sep 2013 © 2016 Google

Watertown, New York

Street View - Sep 2013



Google Maps Armstrong Pl



Image capture: Sep 2013 © 2016 Google

Watertown, New York

Street View - Sep 2013



Google Maps Armstrong Pl



Image capture: Sep 2013 © 2016 Google

Watertown, New York

Street View - Sep 2013

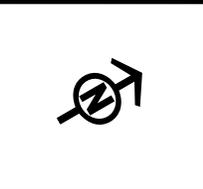


Option 1: One-Way Traffic from State Street Parking Lot to Franklin Street



CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793
 EMAIL: gis@watertown-ny.gov

Drawn By: J. Carlsson					
Date: 2/11/2016					
Approved By:					
Date:					
Scale: 1 inch = 60 feet					
Map Number: 16-12 sht.1					
Revision:	Description of Revision:	Date:	By:		



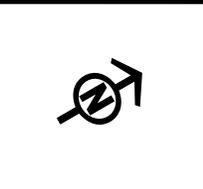
Project:
 Armstrong Place, Watertown, New York
 Title:
 Proposed Traffic Pattern - Option 1

Option 2: One-Way Traffic from Franklin Street to State Street Parking Lot



CITY OF WATERTOWN, NEW YORK
 GIS DEPARTMENT
 ROOM 305B, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7793
 EMAIL: gis@watertown-ny.gov

Drawn By: J. Carlsson					
Date: 2/11/2016					
Approved By:					
Date:					
Scale: 1 inch = 60 feet					
Map Number: 16-12 sht.2					
Revision:	Description of Revision:	Date:	By:		



Project:
 Armstrong Place, Watertown, New York
 Title:
 Proposed Traffic Pattern - Option 2

Option 3: Two-Way Traffic between Franklin Street and State Street



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793
EMAIL: gis@watertown-ny.gov

Drawn By: J. Carlsson

Date: 2/11/2016

Approved By:

Date:

Scale: 1 inch = 60 feet

Map Number: 16-12 sht.3

Revision:	Description of Revision:	Date:	By:



Project:
Armstrong Place, Watertown, New York

Title:
Proposed Traffic Pattern - Option 3

February 11, 2016

To: The Honorable Mayor and City Council

From: Michael A. Lumbis, Planner

Subject: Community Development Block Grant (CDBG) 2016-2020 Consolidated Plan and 2016 Annual Action Plan Public Hearing

Planning Staff is beginning the process of developing the City's 2016-2020 Consolidated Plan and the 2016 Annual Action Plan for the CDBG Program. One of the requirements in developing the plans is to hold a public hearing to obtain input from citizens, involved agencies and interested persons regarding the development of goals, funding priorities and projects that will be included in the plan.

In order to remain on schedule for submitting the final plans to HUD by mid-May, Staff is recommending that the City Council schedule a public hearing for the CDBG 2016-2020 Consolidated Plan and 2016 Annual Action Plan **for 7:30 p.m. on Monday, March 7, 2016.**



2/05/16

Watertown City Council

245 Washington Street

Watertown, NY 13601

Mayor Butler and City Council Members,

Snowtown USA would like to make a donation in the amount of \$1,199.89 for the City's Parks and Recreation Department to purchase 11 pairs of snowshoes for Snowtown USA events. The Snowtown USA committee would like to thank you for your continued support of Snowtown USA!

Sincerely,

A handwritten signature in cursive script that reads 'Erin E. Gardner'.

Erin E. Gardner

Snowtown USA Committee

February 3, 2016

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sale of Surplus Hydro-electricity – January 2016

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to January 2015, the January 2016 sale of surplus hydro-electric power on an actual to actual basis is up \$133,881 or 54.39%. In comparison to the original budget projection for the month of January, revenue is up \$95,276 or 33.46%.

The year-to-date actual revenue is up \$83,771 or 4.03% while the year-to-date revenue on a budget basis is up \$314,042 or 17.00%. Year-to-date revenue is at \$2,161,823.

The attached spreadsheet shows the monthly revenues for this year and last year along with the budgeted amounts. Revenues for the Fiscal Years' 2011-12, 2012-13, 2013-14 and 2014-15 have been included for historical perspective. The December 2015 amount has been revised since last month's report.

Beginning with January the contractual rate paid for excess hydro-electric production increased from \$0.1916 to \$0.1999 per kilowatt.

	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Actual 2012-13</u>	<u>Actual 2013-14</u>	<u>Actual 2014-15</u>	<u>Actual 2015-16</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 155,906	\$ 58,161	\$ 110,698	\$ 382,759	\$ 286,952	\$ 321,539	\$ 34,587	12.05%
August	\$ 93,713	\$ 60,957	\$ 112,473	\$ 123,196	\$ 293,338	\$ 138,008	\$ (155,330)	-52.95%
September	\$ 83,982	\$ 269,071	\$ 98,811	\$ 117,122	\$ 121,197	\$ 125,633	\$ 4,436	3.66%
October	\$ 381,302	\$ 271,426	\$ 261,082	\$ 237,797	\$ 296,432	\$ 260,804	\$ (35,628)	-12.02%
November	\$ 430,619	\$ 248,928	\$ 108,670	\$ 473,459	\$ 331,977	\$ 393,589	\$ 61,612	18.56%
December	\$ 158,011	\$ 446,292	\$ 356,383	\$ 323,081	\$ 502,018	\$ 542,231	\$ 40,213	8.01%
January	\$ 134,314	\$ 145,673	\$ 179,469	\$ 240,183	\$ 246,137	\$ 380,018	\$ 133,881	54.39%
February	\$ 125,485	\$ 95,930	\$ 160,026	\$ 225,629	\$ 158,920	\$ -		
March	\$ 770,412	\$ 342,560	\$ 338,154	\$ 232,743	\$ 154,182	\$ -		
April	\$ 473,927	\$ 294,811	\$ 551,360	\$ 468,075	\$ 577,742	\$ -		
May	\$ 474,816	\$ 417,317	\$ 324,167	\$ 660,449	\$ 192,410	\$ -		
June	\$ 239,951	\$ 114,976	\$ 474,813	\$ 421,856	\$ 638,045	\$ -		
YTD	<u>3,522,437</u>	<u>2,766,103</u>	<u>3,076,104</u>	<u>3,906,347</u>	<u>3,799,350</u>	<u>2,161,823</u>	<u>83,771</u>	<u>4.03%</u>

Original Budget

	<u>2015-16</u>	<u>Actual 2015-16</u>	<u>Variance</u>	<u>%</u>
July	\$ 218,208	\$ 321,539	\$ 103,331	47.35%
August	\$ 133,611	\$ 138,008	\$ 4,397	3.29%
September	\$ 126,478	\$ 125,633	\$ (845)	-0.67%
October	\$ 309,871	\$ 260,804	\$ (49,067)	-15.83%
November	\$ 419,568	\$ 393,589	\$ (25,979)	-6.19%
December	\$ 355,303	\$ 542,231	\$ 186,928	52.61%
January	\$ 284,742	\$ 380,018	\$ 95,276	33.46%
February	\$ 226,286	\$ -		
March	\$ 383,472	\$ -		
April	\$ 542,313	\$ -		
May	\$ 494,559	\$ -		
June	\$ 295,589	\$ -		
YTD	<u>3,790,000</u>	<u>2,161,823</u>	<u>314,042</u>	<u>17.00%</u>

Total Budget \$ 3,790,000