

CITY OF WATERTOWN, NEW YORK
REVISED AGENDA
Monday, March 5, 2018

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, March 5, 2018, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Changing the Fees Charged for the 2018 Home Show
- Resolution No. 2 - Authorizing New York State to Incorporate Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street
- Resolution No. 3 - Authorizing Payment to New York State for Incorporating Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street
- Resolution No. 4 - Vacant and Zombie Task Force
- Resolution No. 5 - Adopting the Amendment to the City of Watertown's Community Development Block Grant 2015 Annual Action Plan
- Resolution No. 6 - Approving Change Order No. 1 for Watertown Water Pollution Control Plant Sludge Disposal Modifications Project – Phase 1A, Electrical Contract, S&L Electric
- Resolution No. 7 - Accepting Bid for Flower Avenue East Reconstruction Project
- Resolution No. 8 - Accepting Bid for Trickling Filter Pump Station Building Roof Replacement Project

- Resolution No. 9 - Authorizing the Mayor to Enter Into and Execute the Contract with the Department of State for the City of Watertown Street Downtown-Riverfront Connection Feasibility Study
- Resolution No. 10 - Approving the Contract with Saratoga Associates for the City of Watertown Downtown Riverfront Parks Connection Feasibility Study
- Resolution No. 11 - Approving Thompson Park Pool and Bathhouse Preliminary Design Professional Services Agreement, C&S Engineers, Inc.
- Resolution No. 12 - Approving Agreement for Public Benefit Services, Disabled Persons Action Organization Foundation
- Resolution No. 13 - Readopting Fiscal Year 2017-18 General Fund Budget and Fiscal Years 2017-18 through 2021-22 Capital Budget
- Resolution No. 14 - Approving the Agreement for Professional Services with John C. Krol to Assist in the Recruitment of Viable Candidates for the Position of Watertown City Manager

ORDINANCES

- Ordinance No. 1 - An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Community Development Block Grant (CDBG) 2018 Annual Action Plan

OLD BUSINESS

STAFF REPORTS

1. Pedestrian Safety Action Plan (PSAP), Local Call for Projects – Application for Funding
2. Crosswalk Aesthetic Options
3. Request for Waiver
4. Sidewalk Cafés
5. Board and Commission Appointments

NEW BUSINESS

Department Discussions:

Police Department, Chief Charles P. Donoghue

Fire Department, Chief Dale C. Herman

EXECUTIVE SESSION

1. The Proposed Acquisition, Sale or Lease of Real Property When Publicity Would Affect the Value Thereof
2. To Discuss Collective Bargaining

WORK SESSION

Next Work Session is scheduled for Monday, March 12, 2018, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MARCH 19, 2018.

Res No. 1

February 22, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Changing the Fees Charged for the 2018 Home Show

At the February 20, 2018 City Council Meeting, there was discussion to support charging the City Resident fee for the 2018 Home Show event by the Northern New York Builders Exchange to be held at the Municipal Arena. The majority of the businesses participating in the Home Show are located within the City limits.

The attached Resolution for Council consideration charges the City fee for participating exhibitors at the 2018 Home Show to be held at the Municipal Arena.

RESOLUTION

Page 1 of 1

Changing the Fees Charged for the
2018 Home Show

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it will charge the City Resident fee for exhibitors at the 2018 Home Show event being held at the Municipal Arena by the New York Builders Exchange.

Seconded by



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: February 12, 2018
To: Ms. Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks and Recreation
Subject: Northern New York Builder's Exchange

Mr. Phil Reed from the Northern New York Builders Exchange has requested that the Builders Exchange be charged the City Resident fee for the 2018 Home Show.

The majority of businesses participating in the Home Show are located within City limits. For the past years City Council has approved this request.

As Superintendent of Parks and Recreation, I recommend that we grant his request.



NORTHERN NEW YORK BUILDERS EXCHANGE, INC.

Tel: 315-788-1330
Fax: 315-788-9357

22074 FABCO ROAD
WATERTOWN, N.Y. 13601-1755

Web: www.nnybe.com
Email: info@nnybe.com

Headquarters of the Building Industry in Northern New York

February 12, 2018

City Manager
Sharon Addison

Watertown City Council

Superintendent of Parks and Recreation
Erin Gardner

Watertown Ice Arena
William T. Field Dr.
Watertown, NY 13601

Dear City Officials:

The Northern New York Builders Exchange would like to thank the City of Watertown for extending us the City rates for rental of the Ice Arena last year. The show was a success and certainly drew a great crowd to the area. The venue will be filled with over 60 exhibitors with many of them coming from the 13601 zip code area.

It is our intention to keep the Home Show in Watertown for this year's event. Technically our office is located just past the City limits, but we have much of our business in the City. We would like to request the same rates that we were granted last year. This will allow for the opportunity to provide the same rates to our exhibitors as last year, and keep the participation high, which in turn draws people to the Arena.

This year's Home Show promises to be a great event, and we look forward to having it at your facility. Thank you for your time and consideration.

Best regards,

Phil Reed
Executive Director

February 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: New York State Department of Transportation - Betterments for Ornamental Street Lighting and Drainage Improvements Along NYS Route 3 (Arsenal Street) Adjacent to Cedar Street

At the February 20, 2018 meeting, Council discussed the New York State Department of Transportation design for the Route 3 Arsenal Street Bridge Replacement on Arsenal Street, between Breen Avenue and Scio Street.

DOT requested two resolutions to be passed by City Council to incorporate the betterments of ornamental street lighting and drainage improvements adjacent to Cedar Street and to accept the estimate of \$176,000. These betterments were also discussed at the January 23, 2017 City Council Work Session, and Council concurred at that time to proceed with the project. Approval of these resolutions will allow NYSDOT to include the betterments as part of the project when they award the bid to the contractor late Spring 2018. The City will have ten (10) days to provide the funds at the time of award, thus putting the agreements in place allows the City to meet that obligation.

The lighting betterment is the cost difference between installing standard cobra head street lighting, versus installing ornamental lighting. This will include installation of twenty (20) LED ornamental lights and associated wiring at a total estimated cost of \$157,000, which will be owned and maintained by the City of Watertown Department of Public Works. The four (4) lights on the bridge must be dedicated to the City since NYS DOT cannot dedicate the lighting infrastructure (paid for with public funds) to National Grid. The sixteen (16) ornamental LED lights on the bridge approaches will also be dedicated and maintained by the City to provide a consistent appearance with low maintenance and low energy use LED fixtures and poles.

If the City opted for standard National Grid ornamental lights on the approaches, the City would have to pay for installation of the infrastructure and purchase the light poles outright for National Grid to mount, since NYSDOT cannot do so with public funds. Furthermore, the low lighting levels provided by the standard City ornamentals would require twice as many ornamental light poles (40 lights at a spacing of 50 feet instead of 20 lights at a spacing of 100 feet), which would result in a considerably higher upfront cost to the City. It would also result in higher long-term energy consumption costs to the City since National Grid only provides High Pressure Sodium lights at the Service Classification #3, whereby the City is charged energy only. If we requested National Grid to provide non-standard LED fixtures, the City would be charged at Service Classification #2, whereby the City is charged additional fees for each light's foundation, conduit, luminaire, and pole.

The drainage improvements on Exchange Street and Cedar Street are considered betterments since they were not required as part of the bridge project, but provided an opportunity to improve drainage issues in this area as part of NYSDOT's permit with the railroad company (CSX). Construction of the drainage work will be sequenced by the contractor as part of the bridge project. The project is slated to begin construction in the summer of 2018, for construction of the temporary bridge to allow construction of the new bridge and completion of the project as a whole in 2019.

As part of the project, an existing sanitary sewer main crossing under the CSX tracks is being rerouted due to a conflict with the new bridge pier. An existing watermain on the current bridge will be replaced as part of the project as well. These two utility improvements will be paid for by NYSDOT and installed by their contractor, since they were impacted by construction. Additionally, NYSDOT is incorporating the decorative parapet wall treatment, which was requested by City Council in lieu of a standard concrete wall style, at no cost to the City.

Attached are two resolutions for City Council consideration. Staff is proposing City Council re-adopt the Fiscal Year 2017-18 General Fund Budget to fund the project from the fund balance.

RESOLUTION

Page 1 of 2

Authorizing New York State to Incorporate Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS Section 10, Subdivision 27 of the New York Highway Law provides, in part, that the Commissioner of Transportation shall have power, upon the request of the municipality, to perform for and at the expense of such municipality, any work of construction or reconstruction, including the removal and relocation of facilities, provided the Commissioner of Transportation deems it practicable to perform such work in connection with the performance of any work of construction, reconstruction, or improvement, and

WHEREAS the State of New York is presently preparing contract plans for the construction, reconstruction, or improvement of NYS Route 3 (Arsenal Street), City of Watertown, which involves construction within the route which the City of Watertown contemplated using for the replacement of ornamental street lighting along NYS Route 3 (Arsenal Street) and drainage improvements adjacent to Cedar Street, and

WHEREAS said construction, reconstruction or improvement can be undertaken in conjunction with the construction of the aforesaid ornamental street lighting and drainage improvements at a substantial ultimate savings to the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City of Watertown in regular meeting convened, petitions the New York State Department of Transportation as follows:

- Petition 1. The State of New York is hereby authorized to proceed with the necessary arrangements to incorporate the proposed ornamental street lighting and drainage improvements in the contract for the construction, reconstruction, or improvement of NYS Route 3, City of Watertown, with the cost of said construction and necessary work in connection therewith to be borne by the City of Watertown.

RESOLUTION

Page 2 of 2

Authorizing New York State to Incorporate
Municipal Ornamental Street Lighting and
Drainage Improvements Adjacent to
Cedar Street

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Petition 2. The City of Watertown will maintain said ornamental street lighting and drainage improvements subsequent to the construction thereof.

Petition 3. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that the City Clerk of the City of Watertown is hereby directed to transmit give (5) certified copies of the foregoing resolution to the following address:

Jeffrey L. Grill, P.E.
 Design Project Engineer
 New York State Department of Transportation
 317 Washington Street
 Watertown, NY 13601

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Payment to New York State for Incorporating Municipal Ornamental Street Lighting and Drainage Improvements Adjacent to Cedar Street

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS in connection with the contract for the bridge replacement of NYS Route 3 (Arsenal Street) over CSX Railroad, the City of Watertown, S.H. 52-4 & 52-5, Jefferson county, by Resolution for Incorporating Municipal Ornamental Street Lighting and For Incorporating Drainage Improvements Adjacent to Cedar Street (No. 2), adopted on March 5, 2018, requested and authorized the State Department of Transportation to proceed with the necessary arrangement to construct ornamental street lighting and to perform drainage improvements adjacent to Cedar Street, with the cost of said ornamental lighting system work and drainage improvements in connection therewith to be borne by the City of Watertown, and

WHEREAS the City Council of the City of Watertown desires that the ornamental lighting system replacement and drainage improvements, the City share of which based on the "additional cost" method is estimated to cost \$176,000, be replaced at the sole expense of the City of Watertown, in connection with the above mentioned State contract, as set forth in the plans and proposal for said project,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 10, Subdivision 27 of the New York Highway Law, the sum of \$176,000 is hereby appropriated to cover the cost of the ornamental lighting system and drainage improvements, and the City Comptroller is hereby authorized and directed to deposit such sum with the State Comptroller within ten (10) days of letting, and

BE IT FURTHER RESOLVED that the City of Watertown will own and maintain said ornamental lighting system and drainage improvements subsequent to the construction thereof, and

RESOLUTION

Page 2 of 2

Authorizing Payment to New York State for
Incorporating Municipal Ornamental Street
Lighting and Drainage Improvements
Adjacent to Cedar Street

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

BE IT FURTHER RESOLVED, that the City Clerk of the City of Watertown is hereby directed to transmit give (5) certified copies of the foregoing resolution to the following address:

Jeffrey L. Grill, P.E.
Design Project Engineer
New York State Department of Transportation
317 Washington Street
Watertown, NY 13601

Seconded by



Department of Transportation

ANDREW M. CUOMO Governor

PAUL A. KARAS Acting Commissioner

STEVEN G. KOKKORIS, P.E. Regional Director

February 9, 2018

Ms. Sharon Addison, City Manager
City Hall
245 Washington St., Rm. 302
Watertown, NY 13601



Re: NYS ROUTE 3 (ARSENAL STREET) OVER CSX RAILROAD BRIDGE REPLACEMENT JEFFERSON COUNTY

Dear Ms. Addison:

The design for the Route 3 Arsenal Street bridge replacement in the City of Watertown is being completed. It includes the betterments for ornamental street lighting along NYS Route 3 - Arsenal Street (between Breen Ave and Scio. St.) and drainage improvements adjacent to Cedar Street as requested by the City.

Attached are two resolutions needed to progress the ornamental street lighting and drainage betterments. The first resolution authorizes the Department to incorporate the lighting and drainage improvements into the Arsenal Street bridge replacement project. The second resolution authorizes payment to the state for the requested work. Also attached is a certification statement.

We are also providing you with a cost estimate at this time, so the City can prepare to have the funding available by the project letting date scheduled for June 7, 2018. A rough breakdown of the City betterment cost share is as follows:

- Ornamental Street lighting along NYS Route 3 (Arsenal Street) between Breen and Scio Streets \$157,000
Drainage Improvements adjacent to Cedar Street \$19,000
Total City Betterment Estimate \$176,000

I have attached a description of how the betterment costs were determined for the ornamental street lighting and the drainage improvements adjacent to Cedar Street as well as plan views. If you need any further information, please don't hesitate to contact me at 315-785-2345.

Sincerely,

Handwritten signature of Jeffrey L. Grill

Jeffrey L. Grill, P.E.
NYSDOT Project Manager

- J. Wood, City Engineer, City of Watertown
M. Lumbis, Director of Planning, City of Watertown
B. Baxter, NYSDOT Regional Utility Engineer (w/o attachments)

**RESOLUTION BY THE CITY OF WATERTOWN
COUNTY OF JEFFERSON, STATE OF NEW YORK
FOR INCORPORATING MUNICIPAL ORNAMENTAL STREET LIGHTING WORK
AND DRAINAGE IMPROVEMENTS ADJACENT TO CEDAR STREET**

Resolution # _____

A resolution authorizing the State of New York to incorporate the construction of new ornamental street lighting along NYS Route 3 (Arsenal Street) and drainage improvements adjacent to Cedar Street for the City of Watertown in the contract for the bridge replacement of NYS Route 3 (Arsenal Street) over CSX Railroad, City of Watertown, S.H. 52-4 & 52-5, Jefferson County.

WHEREAS, Section 10, Subdivision 27 of the New York Highway Law provides, in part, that the Commissioner of Transportation shall have power, upon the request of the municipality, to perform for and at the expense of such municipality, any work of construction or reconstruction, including the removal and relocation of facilities, provided the Commissioner of Transportation deems it practicable to perform such work in connection with the performance of any work of construction, reconstruction, or improvement; and

WHEREAS, The State of New York is presently preparing contract plans for the construction, reconstruction, or improvement of NYS Route 3 (Arsenal Street), City of Watertown, which involves construction within the route which the City of Watertown contemplated using for the replacement of ornamental street lighting along NYS Route 3 (Arsenal Street) and drainage improvements adjacent to Cedar Street, and

WHEREAS, said construction, reconstruction, or improvement can be undertaken in conjunction with the construction of the aforesaid ornamental street lighting and drainage improvements at a substantial ultimate savings to the City of Watertown, now therefore be it

RESOLVED that the City of Watertown in regular meeting convened, petitions the New York State Department of Transportation as follows:

- Petition 1. The State of New York is hereby authorized to proceed with the necessary arrangements to incorporate the proposed ornamental street lighting and drainage improvements in the contract for the construction, reconstruction, or improvement of NYS Route 3, City of Watertown, with the cost of said construction and necessary work in connection therewith to be borne by the City of Watertown.
- Petition 2. The City of Watertown will maintain said ornamental street lighting and drainage improvements subsequent to the construction thereof.
- Petition 3. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED: that the clerk of the City of Watertown is hereby directed to transmit five (5) certified copies of the foregoing resolution to the following address:

Jeffrey L. Grill, P.E.
Design Project Engineer
New York State Department of Transportation
317 Washington Street
Watertown, NY 13601

**RESOLUTION BY THE CITY OF WATERTOWN
COUNTY OF JEFFERSON, STATE OF NEW YORK
AUTHORIZING PAYMENT TO THE STATE FOR REQUESTED WORK**

Resolution # _____

WHEREAS, in connection with the contract for the bridge replacement of NYS Route 3 (Arsenal Street) over CSX Railroad, City of Watertown, S.H. 52-4 & 52-5, Jefferson County, by Resolution For Incorporating Municipal Ornamental Street Lighting and For Incorporating Drainage Improvements Adjacent to Cedar Street (No. _____), adopted on February __ 2018, requested and authorized the State Department of Transportation to proceed with the necessary arrangement to construct ornamental street lighting and to perform drainage improvements adjacent to Cedar Street, with the cost of said ornamental lighting system work and drainage improvements in connection therewith to be borne by the City of Watertown, and

WHEREAS, the City Council desires that the ornamental lighting system replacement and drainage improvements, the city share of which based on the "additional cost" method is estimated to cost \$176,000, be replaced at the sole expense of the City of Watertown, in connection with the above mentioned State contract, as set forth in the plans and proposal for said project.

NOW, THEREFORE, it is

RESOLVED, that pursuant to Section 10, Subdivision 27 of the New York Highway Law, the sum of \$176,000 is hereby appropriated to cover the cost of the ornamental lighting system and drainage improvements, and the City Comptroller is hereby authorized and directed to deposit such sum with the State Comptroller within ten (10) days of letting, and be it

FURTHER RESOLVED, that a copy of this resolution be filed with the State Comptroller and with the State Commissioner of Transportation; it being understood that upon completion of the said highway project in the City of Watertown, the Commissioner of Transportation of the State of New York shall transmit to this City Council a statement showing the actual costs and expenses of such work and shall notify the City Comptroller of the amount due from or to be returned to the City, as the case may be, and that any sum due the State of New York shall be paid by the City of Watertown within ninety (90) days after the date of transmittal of said statement, and the funds therefore shall be raised according to the statutes in such cases made and provided; and be it

FURTHER RESOLVED, that the City of Watertown will own and maintain said ornamental lighting system and drainage improvements subsequent to the construction thereof; and be it

FURTHER RESOLVED, that the clerk of the City of Watertown is hereby directed to transmit five (5) certified copies of the foregoing resolution to the following address:

Jeffrey L. Grill, P.E.
Design Project Engineer
New York State Department of Transportation
317 Washington Street
Watertown, NY 13601

**PIN 711516 - ARSENAL STREET BRIDGE REPLACEMENT
PRELIMINARY LIGHTING ESTIMATE**

ITEM	DESCRIPTION	UNITS	STANDARD ASSEMBLY			DECORATIVE ASSEMBLY WITH STRESSCRETE POLES		
			QUAN.	PRICE	EXT.	QUAN.	PRICE	EXT.
206.03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	LF	1245	\$ 40	\$ 49,800	1395	\$ 40	\$ 55,800
662.60000108	FURNISHING ELECTRICAL SERVICE	DC	3000	\$ 1	\$ 3,000	3000	\$ 1	\$ 3,000
670.0107	FOUNDATION FOR LIGHT STANDARDS, 7 FEET LONG	EACH	0	\$ -	\$ -	16	\$ 1,800	\$ 28,800
670.0109	FOUNDATION FOR LIGHT STANDARDS, 9 FEET LONG	EACH	4	\$ 2,500	\$ 10,000	0	\$ -	\$ -
670.1136	ALUMINUM LIGHT STANDARDS FOR SINGLE MEMBER OR TRUSS ARM(S), 36 FEET HIGH	EACH	6	\$ 2,200	\$ 13,200	0	\$ -	\$ -
670.1315	ALUMINUM TRUSSED ARM, 15 FEET LONG	EACH	6	\$ 550	\$ 3,300	0	\$ -	\$ -
670.15100108	FURNISH AND INSTALL DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES TYPE-1 (LED)	EACH	0	\$ -	\$ -	4	\$ 5,600	\$ 22,400
670.15100208	FURNISH AND INSTALL DECORATIVE STREET LIGHT POLE AND LUMINAIRE ASSEMBLIES TYPE-2 (LED)	EACH	0	\$ -	\$ -	16	\$ 6,100	\$ 97,600
670.2003	GALVANIZED STEEL CONDUIT, 2"	LF	500	\$ 20	\$ 10,000	500	\$ 20	\$ 10,000
670.2602	RIGID PLASTIC CONDUIT, 2"	LF	1315	\$ 5	\$ 6,575	1465	\$ 5	\$ 7,325
670.3010	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING)	EACH	2	\$ 2,000	\$ 4,000	2	\$ 2,000	\$ 4,000
670.40	CAST IRON JUNCTION BOXES	EACH	2	\$ 2,200	\$ 4,400	4	\$ 1,800	\$ 7,200
670.40230008	SERVICE CABINET	EACH	1	\$ 6,000	\$ 6,000	1	\$ 6,000	\$ 6,000
670.40240008	FOUNDATIONS FOR SERVICE CABINET (LIGHTING)	EACH	1	\$ 2,200	\$ 2,200	1	\$ 2,200	\$ 2,200
670.501425	LUMINAIRE, HIGH PRESSURE SODIUM VAPOR, STANDARD MOUNT, MEDIUM, CUTOFF, 250 WATTS	EACH	6	\$ 500	\$ 3,000	0	\$ -	\$ -
670.60	PHOTOELECTRIC CONTROLS	EACH	1	\$ 125	\$ 125	1	\$ 125	\$ 125
670.7002	SINGLE CONDUCTOR CABLE, NUMBER 2 GAGE	LF	3930	\$ 8	\$ 31,440	4590	\$ 7	\$ 32,130
670.7501	GROUND WIRE NO. 6 AWG	LF	1310	\$ 3	\$ 3,930	1530	\$ 3	\$ 4,590
680.700606	RISER ASSEMBLY, 2" DIAMETER	EACH	1	\$ 1,000	\$ 1,000	1	\$ 1,000	\$ 1,000
680.94010003	WATERTIGHT DISCONNECT BOX - NEMA 4X	EACH	1	\$ 1,500	\$ 1,500	1	\$ 1,500	\$ 1,500
SUBTOTAL :			\$	153,470		\$	283,670	
BETTERMENT SHARE :						\$	130,200	
OVERHEAD & ENGINEERING COSTS (20%) :						\$	26,040	
TOTAL :						\$	157,000	
WARRANTY :						LIFETIME		

**PIN 711516 - ARSENAL STREET BRIDGE REPLACEMENT
PRELIMINARY DRAINAGE ESTIMATE**

ITEM	DESCRIPTION	UNITS	QUAN.	PRICE	EXT.
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	89	\$ 25	\$ 2,225
207.20	GEOTEXTILE BEDDING	SY	119	\$ 8	\$ 952
604.500701	SPECIAL DRAINAGE STRUCTURE	LF	7	\$ 1,000	\$ 7,000
620.03	STONE FILLING (LIGHT)	CY	55	\$ 75	\$ 4,125
655.0902	PARALLEL BAR FRAME 11 PCB & PARALLEL BAR GRATE 11 PCB	EACH	1	\$ 1,100	\$ 1,100
SUBTOTAL :			\$		15,402
OVERHEAD & ENGINEERING COSTS (20%) :			\$		3,080
TOTAL :			\$		19,000

CERTIFICATION

STATE OF NEW YORK
COUNTY OF JEFFERSON
CITY OF WATERTOWN

This is to certify that I, the undersigned, Clerk of the City of Watertown, have compared the foregoing copy of the Resolution No. _____ with the original now on file in this office and which was passed by said Watertown City Council on the _____ day of _____, 2018, a majority of all the members elected to the Council voting in favor thereof, and that the same is a correct and true transcript of such original Resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the City of Watertown, this _____ day of _____, 2018.

Clerk

SEAL

FILE NAME = 711516_CPH_GMP_1
 DATE/TIME = 01-FEB-2018 06:43
 USER = cwoods

DESIGN SUPERVISOR T. KING

JOB MANAGER J. GRILL

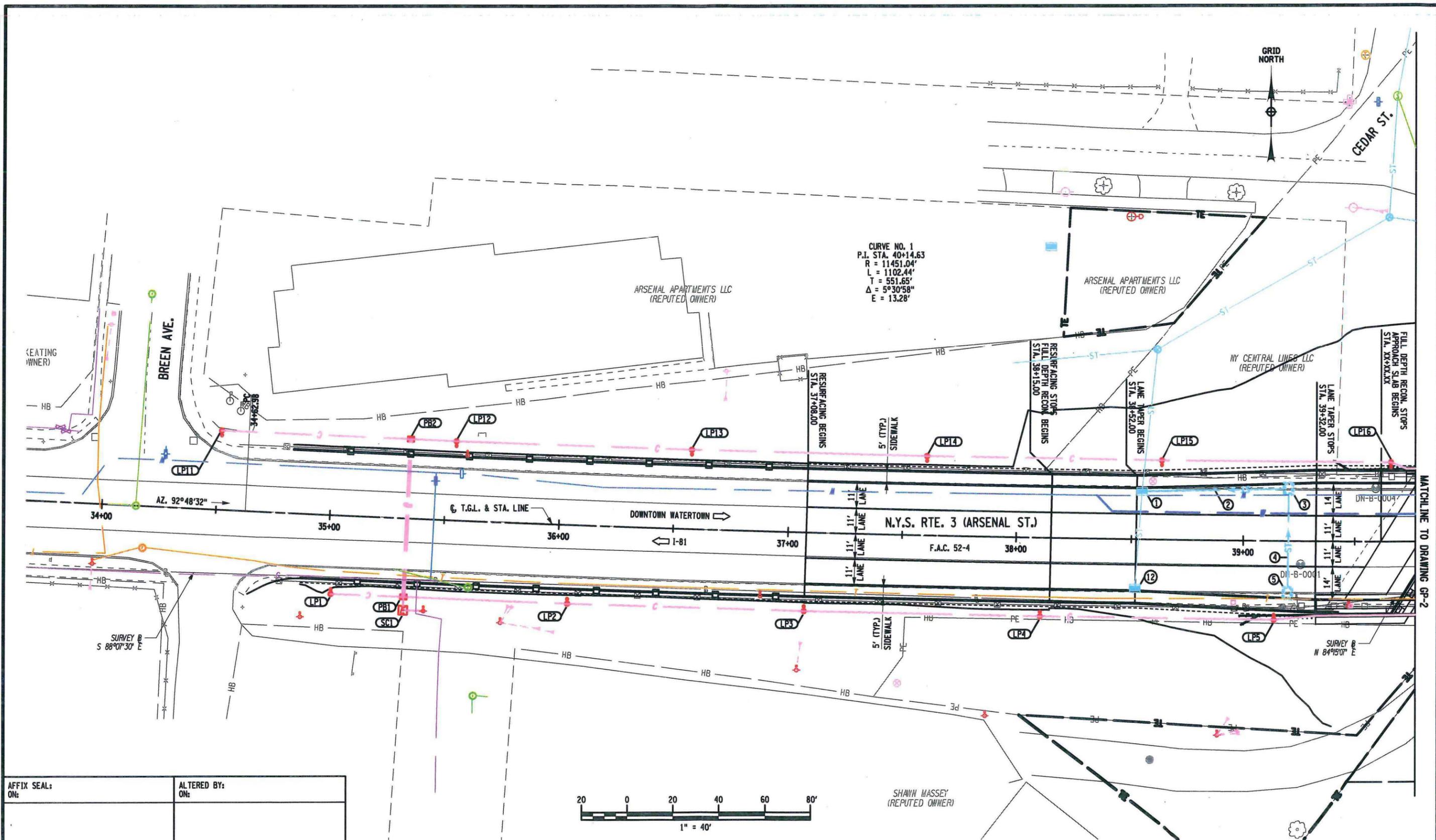
DESIGN C. WOODS

CHECK

DRAFTING C. WOODS

CHECK

PROJECT MANAGER J. GRILL



AFFIX SEAL: ON:	ALTERED BY: ON:
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AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

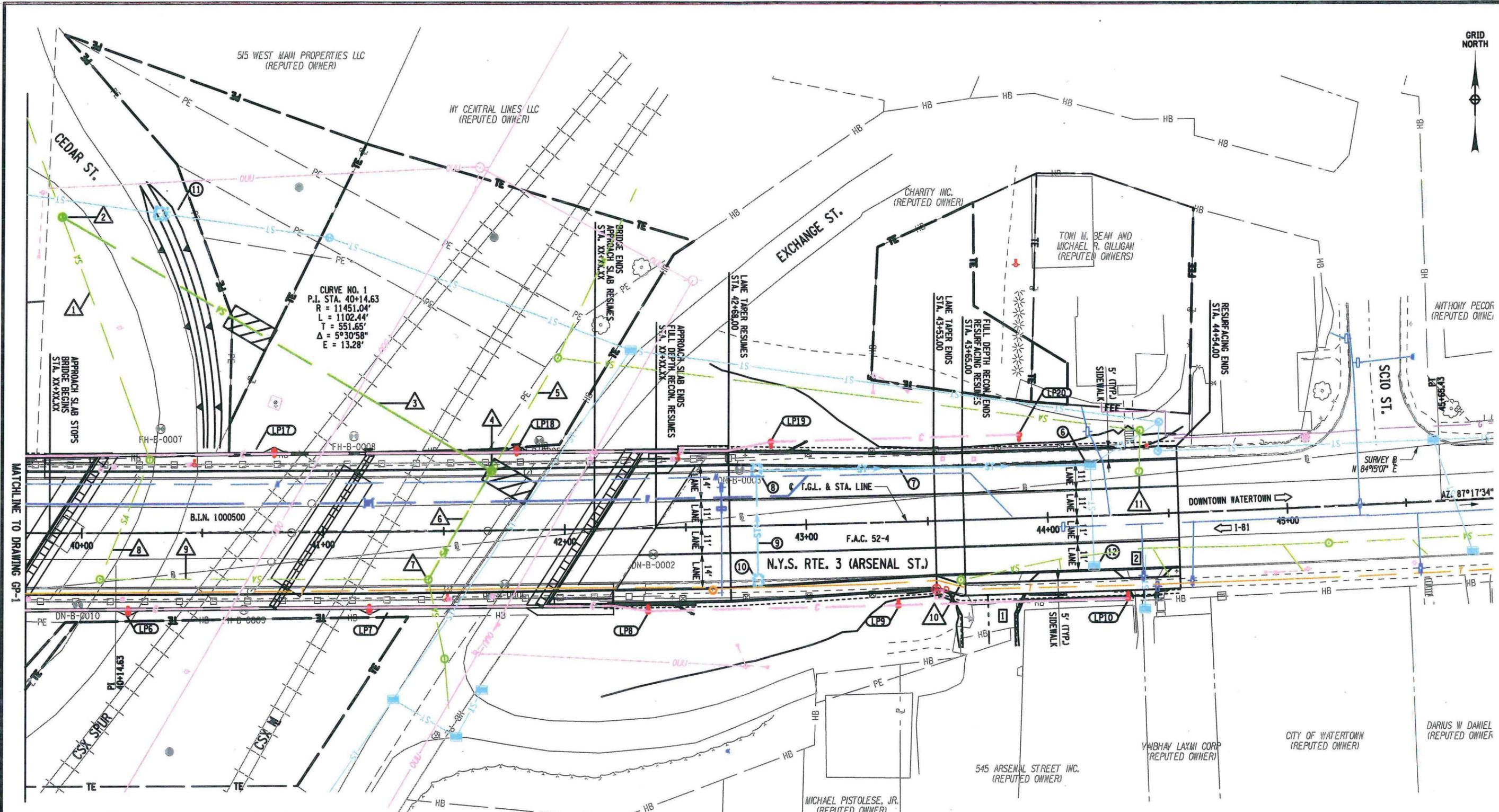
CITY OF WATERTOWN, ARSENAL STREET	PIN 7115.16	BRIDGES 1000500	CULVERTS
F.A.C. 52-4	NYS RTE 3		
	UTILITY QUALITY LEVEL D		
COUNTY: JEFFERSON	REGION: 07		

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER DXXXXXX
GENERAL PLAN	DRAWING NO. GP-1
N.Y.S. ROUTE 3 OVER CSX RAILROAD	SHEET NO. 23

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

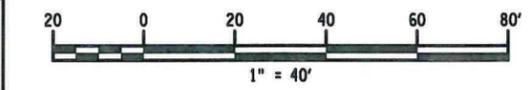


MATCHLINE TO DRAWING GP-2



PROJECT MANAGER J. GRILL
 CHECK DRAFTING C. WOODS
 CHECK DESIGN C. WOODS
 JOB MANAGER J. GRILL

AFFIX SEAL: ON: _____
 ALTERED BY: ON: _____



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	CITY OF WATERTOWN, ARSENAL STREET	PIN 7115.16	BRIDGES 1000500	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER DXXXXXX
	F.A.C. 52-4	NYS RTE 3 UTILITY QUALITY LEVEL D				
	COUNTY: JEFFERSON	REGION: 07			GENERAL PLAN	DRAWING NO. GP-2
					N.Y.S. ROUTE 3 OVER CSX RAILROAD	SHEET NO. 24

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.



FILE NAME = 711516_CPH_GNP_2
 DATE/TIME = 01-FEB-2018 06:46
 USER = cwoods

DESIGN SUPERVISOR T. KING

Res No. 4

February 28, 2018

To: The Honorable Mayor and City Council
From: Brian Phelps, City Assessor
Subject: Creation of Vacant and Zombie Task Force

In October 2016, the City of Watertown was awarded a \$149,492 grant from the Local Initiatives Support Corporation (LISC) to implement a comprehensive plan to “address its zombie and vacant property concerns, as well as provide proactive assistance for at-risk home owners.”

The plan outlined in our grant application and subsequent commitment letter required the formation of the “Vacant and Zombie Task Force” consisting of various City personnel and community members.

The resolution submitted for consideration formalizes the formation of, sets forth the responsibilities of, and defines a process for appointments to, the Task Force.

RESOLUTION

Page 1 of 1

Vacant and Zombie Task Force

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS The City of Watertown was awarded grant funding for the purpose of addressing the problem of vacant and “zombie” homes in the City, and

WHEREAS as part of the grant approval the City agreed to form a “Vacant and Zombie Task Force” consisting of City’s Planning, Engineering, Code Enforcement and Assessment Departments along with community representatives, and

WHEREAS it is the desire to more formally designate roles, responsibilities and membership of the Task Force,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby establishes the “Vacant and Zombie Task Force” consisting of the City Engineer, City Assessor, Planning & Community Development Director, Code Enforcement Supervisor or their designee(s), and

BE IT FURTHER RESOLVED that the City Manager shall appoint all community members to the Task Force, and they shall serve at the pleasure of the City Manager, and

BE IT FURTHER RESOLVED that the City Manager shall designate a member of the Task Force to act as Chairperson, and

BE IT FURTHER RESOLVED that the Task Force be charged with those tasks outlined in the grant agreement inclusive of, but not limited to, the setting of an agenda to identify vacant properties creating the highest risk and formulating strategies for addressing them and the implementation of improved data collection and analysis.

Seconded by

February 27, 2018

To: The Honorable Mayor and City Council

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

Subject: Adopting the Amendment to the City of Watertown’s Community Development Block Grant 2015 Annual Action Plan

On May 4, 2015, the City Council adopted the City’s CDBG 2015 Annual Action Plan. The plan included various projects for the 2015-2016 fiscal year including an owner-occupied housing rehabilitation program, a rental housing rehabilitation program, sidewalk and ADA ramp construction projects, a tree planting project and a playground improvement project. Many of the projects have been completed or are near completion; however, there have been changes in the cost of several projects that necessitate an amendment to the plan to reflect the various budget changes.

The list of projects and their associated budgets are listed in the table on the left. The list of projects and their revised budgets are shown in the table on the right.

Project	Original Budget
Owner Occupied Rehab	\$370,000.00
Rental Rehab	\$120,000.00
Near East Sidewalk	\$90,000.00
Near East Playground	\$90,000.00
Huntington Tree Planting	\$8,000.00
ADA Ramps Phase 1	\$52,000.00
Planning & Admin.	\$54,662.00
Total	\$784,662.00

Project	Proposed Budget
Owner Occupied Rehab	\$370,000.00
Rental Rehab	\$120,000.00
Near East Sidewalk	\$111,259.72
Near East Playground	\$53,153.58
Huntington Tree Planting	\$4,177.79
ADA Ramps Phase 1	\$71,408.91
Planning & Admin.	\$54,662.00
Total	\$784,662.00

In addition to the budget changes, the scope of the Near East Playground Project has been modified in the proposed amendment. The scope originally included new playground equipment and associated site improvements at the North Hamilton Street Playground and the Academy Street Playground. With this proposed amendment, improvements at the Academy Street Playground would be eliminated. However, realizing that the Academy Street Playground Project is an important project and very much needed for the neighborhood, we are proposing to include it in the proposed 2018-2019 Annual Action Plan.

A Public Hearing on the proposed amendment was held by the City Council on February 5, 2018. In addition to the public hearing, a legal notice was published for a 30-day public comment period that was held between January 20, 2018 and February 20, 2018. The draft amendment has also been available for review on the City's website at <http://www.watertown-ny.gov/DocumentView.asp?DID=1480>.

The City did not receive any comments on the proposed amendment at the public hearing or during the 30-day public comment period.

The next step needed to complete the amendment is for the City Council to consider the attached resolution. The resolution adopts the amendment to the City of Watertown's CDBG Program Annual Action Plan for Program Year 2015 and authorizes the submission of it to HUD.

March 5, 2018

Resolution No. 5

Page 1 of 1

Adopting the Amendment to the City of Watertown's Community Development Block Grant 2015 Annual Action Plan

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on May 4, 2015, the City Council adopted a resolution approving the City's Annual Action Plan for Program Year 2015 for its Community Development Block Grant (CDBG) Program, and

WHEREAS the approved plan included various projects including an owner occupied housing rehabilitation program, a rental housing rehabilitation program, sidewalk and ADA ramp construction projects, a tree planting project and a playground improvement project, and

WHEREAS there have been changes in the cost of several projects that necessitate amending the plan to reflect the various budget changes, and

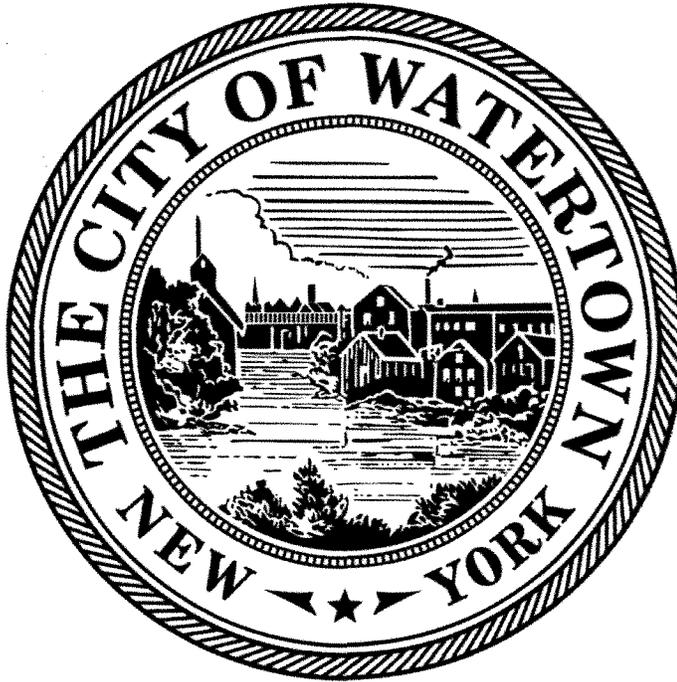
WHEREAS Staff conducted outreach efforts with local constituency groups and the City Council held a public hearing on February 5, 2018, to solicit public comments regarding the proposed amendment, and

WHEREAS the draft amendment to the 2015 Annual Action Plan was completed and published on January 20, 2018, and was made available to the public for review and placed in various offices at City Hall, at the Roswell P. Flower Memorial Library, at the Watertown Housing Authority offices and on the City's website, and

WHEREAS a 30-day public comment period for the draft amendment to the 2015 Annual Action Plan was held between January 20, 2018 and February 20, 2018, after a notice of the comment period was published in the *Watertown Daily Times*,

NOW THEREFORE BE IT RESOLVED that the City Council hereby adopts the Amendment to the City of Watertown's CDBG Program Annual Action Plan for Program Year 2015, a copy of which is attached and made part of this resolution, and authorizes the submission of the amendment to HUD.

Seconded by



**Community Development
Block Grant
Entitlement Communities Program**

**AMENDMENT TO:
Annual Action Plan
Program Year 2015**

**Prepared by the City of Watertown
Planning & Community Development Department
245 Washington Street
Watertown, NY 13601**

**Originally Adopted – May 4, 2015
Draft Amendment – January 20, 2018**



**PROPOSED AMENDMENT
TO THE CITY OF WATERTOWN'S
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEAR 2015 ANNUAL ACTION PLAN
DRAFT – JANUARY 20, 2018**

On May 4, 2015, the City Council of the City of Watertown adopted the City's Community Development Block Grant (CDBG) Annual Action Plan for Program Year 2015. The plan included various projects for the 2015-2016 fiscal year including an owner occupied housing rehabilitation program, a rental housing rehabilitation program, sidewalk and ADA ramp construction projects, a tree planting project and a playground improvement project. Many of the projects have been completed or are near completion; however, there have been changes in the cost of several projects that necessitate an amendment to the plan to reflect the various budget changes.

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

Proposed Project	Approved Budget
Owner Occupied Rehab Program	\$370,000.00
Rental Rehab Program	\$120,000.00
Near East and East Target Area Sidewalk Project Phase 1	\$90,000.00
Near East Target Area Playground Improvement Project	\$90,000.00
Huntington Street Tree Project	\$8,000.00
ADA Accessible Sidewalk Ramp Construction Project Phase 1	\$52,000.00
Planning and Administration	\$54,662.00
Total	\$784,662.00

CDBG regulations and our Citizen Participation Plan allow some flexibility for changes in project costs during the implementation of the various programs and projects. Individual budget line items can be increased or decreased up to 25% without amending the Annual Action Plan. In the case of the ADA Ramp Project, the actual costs have increased by 37%, thereby necessitating an amendment. The increased costs were due to unforeseen surveying costs associated with reestablishing survey monuments that were disturbed as part of the construction as well as additional labor costs. The cost of the Near East and East Target Area Sidewalk Project Phase 1 was also higher than originally estimated. This was due to costs that were incurred as a result of guide rail that needed to be purchased for the project. The guide rail

was not part of the original estimate. A change in the design of the project necessitated the installation of the guide rail for safety reasons. In order to make up the shortfall in both the ADA Ramp Project and the Sidewalk Project, the City is proposing to decrease the budget in the Playground Project from \$90,000 to \$53,153.58.

The revised CDBG Program Year 2015 Annual Action Plan budget is proposed as follows:

Proposed Project	Amended Budget
Owner Occupied Rehab Program	\$370,000.00
Rental Rehab Program	\$120,000.00
Near East and East Target Area Sidewalk Project Phase 1	\$111,259.72
Near East Target Area Playground Improvement Project	\$53,153.58
Huntington Street Tree Planting Project	\$4,177.79
ADA Accessible Sidewalk Ramp Construction Project Phase 1	\$71,408.91
Planning and Administration	\$54,662.00
 Total	 \$784,662.00

Decreasing the budget for the Near East Target Area Playground Improvement Project means that we will not be able to complete the improvements as originally proposed. Therefore, the City is also proposing to modify the scope of the project. Originally, improvements planned for this project included new playground equipment and associated site improvements at the North Hamilton Street Playground and the Academy Street Playground. With this proposed amendment, the City is proposing to only complete improvements at the North Hamilton Street Playground and eliminate the improvements at the Academy Street Playground. Improvements to the Academy Street Playground will be proposed in a future annual action plan so that the project can still be completed. The revised project description for the Near East Target Area Playground Improvement Project is as follows:

Near East Target Area Playground Improvement Project

The City of Watertown is proposing to undertake public infrastructure improvements consisting of playground upgrades in the Near East Target Area. The project will include replacement of playground equipment at the North Hamilton Street Playground. The Near East Target Area was identified in our outreach and consultation efforts as an area in which to focus our CDBG efforts. The Playground Improvement Project will focus on this area and will allow the City to help meet an important Non-Housing Community Development Need identified in our Consolidated Plan. That is to ensure that adequate recreational facilities are available for residents in all low to moderate income neighborhoods. LMI neighborhoods contain a very low

percentage of the total park land in the City. Where parkland and recreational facilities do exist, they are often inadequate in terms of the condition of the existing equipment, landscaping and access to the site. The project will include upgrades to the North Hamilton Street Playground including new playground equipment, landscaping and miscellaneous site amenities.

Citizen Participation

The City's Community Development Block Grant Program has an adopted Citizen Participation Plan that outlines various steps that the City must take in order to engage the public in the development of our annual action plans and any amendments to them. In the development of this amendment to the City's Program Year 2015 Annual Action Plan, the City Council has scheduled a public hearing on the proposed amendment for Monday, February 5, 2018 at 7:30 p.m. in the City Council Chamber of City Hall. On January 20, 2018 the City advertised in the *Watertown Daily Times* to notify the public of the public hearing date and time and to announce the start of a 30-day public comment period that will last from January 20, 2018 to February 20, 2018. The City also conducted outreach to several agencies and businesses by email notifying them of the proposed changes and made the proposed amendment available for review at City Hall in the Planning and Community Development Department, the City Clerk's Office and at the Roswell P. flower Memorial Library and at the Watertown Housing Authority.

Res No. 6

February 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Change Order No. 1 for the Watertown Water Pollution Control Plant Sludge Disposal Modifications Project – Phase 1A, Electrical Contract, S&L Electric

On April 17, 2017, City Council approved several bids for the Watertown Water Pollution Control Plant Sludge Disposal Modifications Project – Phase 1A. Work is continuing on this project.

As detailed in Water Superintendent Vicky Murphy's attached report, this Change Order has been submitted for an increase of \$9,368, bringing the total Electrical Contract Agreement with S&L Electric to \$60,518.

Attached for Council consideration is a Resolution for this Change Order. Funding for this project was approved on November 7, 2016 with a Bond Ordinance in the amount of \$9,440,000 for the total project. As the project is still within budget, no additional action is needed to provide funding for this Change Order.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for Watertown Water Pollution Control Plant Sludge Disposal Modifications Project – Phase 1A, Electrical Contract, S&L Electric

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on April 17, 2017, the City Council of the City of Watertown approved the Electrical Contract Agreement with S&L Electric in the amount of \$51,150 for the electrical contract work for the Watertown Water Pollution Control Plant Sludge Disposal Modifications Project – Phase 1A, Electrical, and

WHEREAS S&L Electric has now submitted Change Order No. 1 in the amount of \$9,368 for additional electrical work described herein:

- Provide conduit, wire, and terminations for additional emergency stop pushbutton and end of travel switches
- Provide conduit, wiring, switches, and supports to power and control the Sludge Disposal Building Fan (SDB-F-8) to interlock with the boiler (SDB-B-1), so fan operates when boiler is on to produce combustion air
- Provide labor and materials for power and control to Sludge Disposal Building unit heater and pumps
- Provide labor and materials for a 7.5 KVA Step Down transformer to connect to new air compressor which had conflicting voltage requirements outlined in contract documents, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1, a copy of which is attached and made part of this Resolution, to the Electrical Contract Agreement with S&L Electric in the amount of \$9,368, bringing the total contract amount to \$60,518, and

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

Seconded by:

COUNCIL MEMORANDUM

TO: Honorable Mayor and Members of City Council
FROM: Vicky L. Murphy, Water Superintendent
Date: February 28, 2018
RE: Change Order Number 01E, Phase 1A of Sludge Disposal Process Modifications

City staff recommends approving Change Order No. 01E for Phase 1A of the Sludge Disposal Process Modification Project, which will incorporate operator safety and protection of equipment. The Change Order would modify the original S&L Electric contract documents, dated June 7, 2017.

The Change Order includes the following:

- Provide labor, conduit, wire, and terminations for additional emergency stop pushbutton and end of travel switches
- Provide conduit, wiring, switches, and supports to power and control the Sludge Disposal Building fan to interlock with the boiler, so the fan operates when the boiler is on
- Provide labor and materials for power and control to Sludge Disposal Building unit heater and pumps
- Provide labor and materials for a 7.5 KVA step down transformer to connect to new air compressor which had conflicting voltage requirements outlined in the contract documents

Change Order 01E will increase the original contract cost by \$9,368.00.

**Watertown WPCP SDPM Phase 1A
Electrical Contract (Contract No. 2)
Change Order CO-01E
Date: 02-06-2018**

<u>Claim Description</u>	<u>Cost</u>
Material and Labor for additional Conveyor E-stop (RFP-01E Rev1)	\$1,710.00
Electrical Items for SDB-F-8 (RFP-02E)	\$3,204.00
Electrical Items for SDB-UH-10, SDB-AHU-1, SDB-P-1, SDB-P-2 (RFP-03E)	\$3,814.00
Step Down transformer for air compressor (FO-01E)	\$640.00
Total Change Order	\$9,368.00

Original EC Contract Value	\$51,150.00
CO-01E	\$9,368.00

Revised Total EC Contract Value	\$60,518.00
--	--------------------

PROPOSED CHANGE ORDER

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

CCN # RFP-01E Rev. 1
Date: 1/23/2018
Project Name: WPCP Sludge Disposal F
Project Number: 17167
Page Number: 1

Client Address:

City of Watertown
245 Washington St.
Watertown, NY 13601

Work Description

Provide conduit, wire, and terminations for additional emergency stop pushbutton and end of travel switches as outlined in RFP-01E. Revision 1

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1/2" CONDUIT - RMC - GALV	60	301.05	C	180.63	5.19	C	3.11
1/2" CONN THRD HUB INSUL - RMC - MALL OR STL	4	863.06	C	34.52	20.63	C	0.83
1/2" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RM	2	22.30	E	44.60	0.65	E	1.30
1/2" MEASURE CUT & THREAD LABOR - RMC - GALV	2	0.00	C	0.00	21.50	C	0.43
3/4" EMT & 1/2" RMC 1-PC STRUT CLAMP W/ SADDLE	6	141.40	C	8.48	5.75	C	0.34
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/32" MNTG H	2	396.67	C	7.93	9.75	C	0.20
#14 THHN BLACK	297	134.94	M	40.08	5.38	M	1.60
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 1/2" HUBS - CI	2	56.36	E	112.72	0.53	E	1.06
COVER ROUND BLANK - CI	2	14.04	E	28.08	0.08	E	0.16
1 5/8x 1 5/8x 14G STRUT GALV	10	466.81	C	46.68	12.50	C	1.25
1/4-20x 1 5/8 TWIST-ON STRUT NUT	2	317.02	C	6.34	3.75	C	0.07
1/4-20x 5/8 HEX HEAD BOLT - PLTD STL	2	6.38	C	0.13	3.88	C	0.08
Conveyor Emergency Stop Push Button	1	225.22	E	225.22	1.00	E	1.00
Totals	392			735.42			11.43

Summary

General Materials		735.42
Material Total		735.42
JOURNEYMAN	(11.43 Hrs @ \$52.00)	594.36
FOREMAN @ 25%	(2.86 Hrs @ \$55.00)	157.30
Subtotal		1,487.08
Markup	(@ 15.000 %)	223.06
Subtotal		1,710.14
Final Adjustment		-0.14
Final Amount		\$1,710.00

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

City of Watertown
245 Washington St.
Watertown, NY 13601

CCN # RFP-01E Rev. 1
Date: 1/23/2018
Project Name: WPCP Sludge Disposal F
Project Number: 17167
Page Number: 2

CONTRACTOR CERTIFICATION

Name:	Jim Hutchison
Date:	1-23-2018
Signature:	_____
<small>I hereby certify that this quotation is complete and accurate based on the information provided.</small>	

CLIENT ACCEPTANCE

CCN #	RFP-01E Rev. 1
Final Amount:	\$1,710.00
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

ORIGINAL



REQUEST FOR PROPOSAL RFP-01E Rev1

TO:	S&L Electric, Inc.	DATE:	01-17-2018
FROM:	Jason Greene, P.E.	ENGINEER PROJECT NO.:	3711060
PROJECT:	Watertown Sludge Disposal Modifications Phase 1A	PROJECT NO.:	-

DESCRIPTION OF PROPOSED CHANGE:

Provide a proposal for the following additional electrical items in the Sludge Disposal Building; itemize separately, as follows:

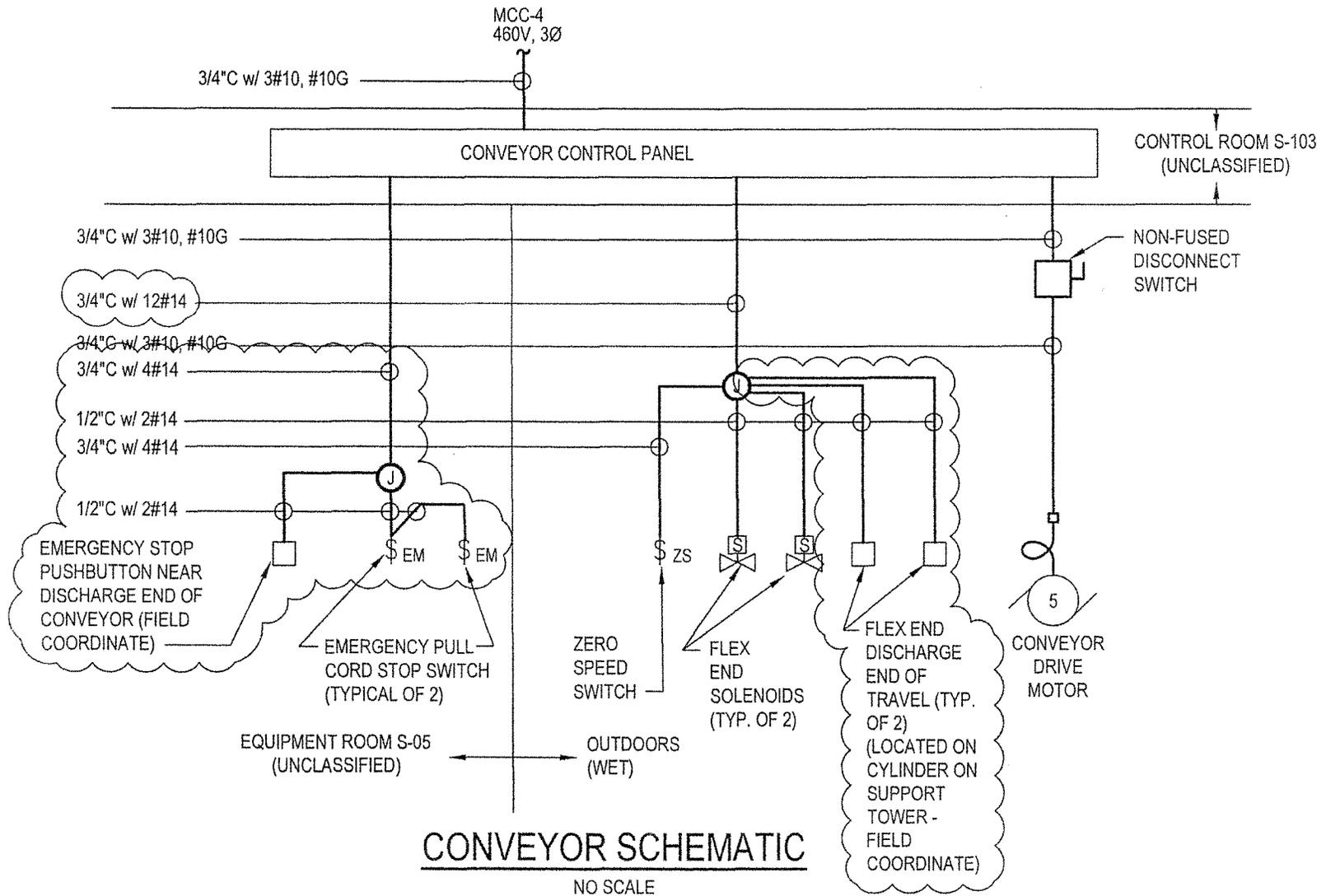
- Provide additional wiring and conduit from the Conveyor Control Panel to an Emergency Stop Pushbutton, to be located outside, adjacent to the discharge end of the belt conveyor (Conveyor Control Panel **and Emergency Stop Pushbutton** by General Contractor).
 - Provide wiring and conduit with associated supports and anchors as defined in Figure 1 and the Contract Documents.
- Provide additional wiring and conduit from the Conveyor Control Panel to the Flex End Discharge "End of Travel" switches, located outside, on the cylinder on the conveyor support tower (Flex End Discharge "End of Travel" switches by General Contractor).
 - Provide wiring and conduit with associated supports and anchors as defined in Figure 1 and Contract Documents.
- **Provide and mount associated emergency stop pushbutton. Emergency stop pushbutton shall be push-pull type, red with "mushroom head" button, NEMA 4X, heavy-duty industrial type, 30-millimeter diameter. Permanently label as "CONVEYOR EMERGENCY STOP" per specifications.**

Signed: Jason Greene
 Title: Project Manager Date: 01-17-2018

TO:	Jason Greene	DATE:	01-23-2018
FROM:	Jim Hutchison		

Proposed (increase/decrease) in construction cost: \$1,710.00
 Proposed (increase/decrease) in contract time: N/A
 List attachments Proposed CO. RFP-01E REV.

Signed: Jim Hutchison
 Title: Project Manager Date: 01-23-2018



CITY OF WATERTOWN, NEW YORK
 WATERTOWN WPCP
 SLUDGE DISPOSAL PROCESS MODIFICATIONS
 ELECTRICAL
 CONVEYOR SCHEMATIC

Job Number 37-11060
 Revision A
 Date 09/2017
 Figure 1



REQUEST FOR PROPOSAL RFP-02E

TO:	S&L Electric, Inc.	DATE:	12-06-2017
FROM:	Jason Greene, P.E.	ENGINEER PROJECT NO.:	3711060
PROJECT:	Watertown Sludge Disposal Modifications Phase 1A	PROJECT NO.:	-

DESCRIPTION OF PROPOSED CHANGE:

Provide a proposal for the following additional electrical items in the Sludge Disposal Building, as follows:

Provide conduit, wiring, switches, and supports to power and control SDB-F-8, as further detailed below.

- Drawing E008:
 - On Electrical Equipment and Control Schedule, Add row for equipment designation SDB-F-8. Add text in NAME column to read "FAN". Add text in ROOM LOCATION column to read "SLUDGE DISPOSAL BUILDING RM. S-03". Add text in HP column to read "1/3", Add text in V column to read 115. Add text in PANEL OR CONTROL CENTER column to read "LPL-1". Add text in CIRCUIT BREAKER column to read 15A-1P. Add text in POWER WIRING FROM PANEL TO CONTROL UNIT column to read "2#12, 3/4\"C". Add text in POWER WIRING FROM CONTROL UNIT TO EQUIPMENT column to read "2#12, 3/4\"C". Add text in GND WIRE column to read "#12". Add text in REF NOTE column to read "12".
 - Under NOTES, Add Note 12 to read "Refer to drawing H004 for location of fan SDB-F-8. Electrical contractor shall provide **On-Off-Auto switch** to control SDB-F-8. Field coordinate switch location. In "On" mode fan shall run continuously. In Auto" mode SDB-F-8 shall interlock with boiler SDB-B-1 so fan operates when boiler burner is in "On" mode to produce combustion air to the boiler area.
 - On LPL-1 Panelboard Schedule, Change description for Circuit 29 to read "SDB-F-8". Add text in associated NOTE column to read "3". Add text in BREAKER AMP column to read "15". Add text in BREAKER POLE column to read "1". Add text in associated CONNECTED LOAD (WATTS) column to read "860".
- Drawing E005: Add motor symbol on floor plan for SDB-F-8 in Lower Reactor Gallery. Location shall be as shown on H004 as coordinated with HVAC installer.

*Includes combination/starter
Not spec'd herein*

Signed: Jason Greene
 Title: Project Manager Date: 12-06-2017

TO:		DATE:	
FROM:			

Proposed (increase/~~decrease~~) in construction cost: \$ 3,204.00
 Proposed (increase/decrease) in contract time: N/A

List attachments _____

Signed: *Jason D. [Signature]*
 Title: Project Manager Date: 12-14-17

PROPOSED CHANGE ORDER

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

CCN # RFP-02E
Date: 12/14/2017
Project Name: WPCP Sludge Dispos
Project Number: 17167
Page Number: 1

Client Address:

City of Watertown
245 Washington St.
Watertown, NY 13601

Work Description

Provide Labor and Materials for RFP-02E for power and control to SDB-F-8 issued 12-06-2017.

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - RMC - GALV	80	132.00	C	105.60	6.25	C	5.00
3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	2	1,010.52	C	20.21	26.25	C	0.53
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RM	1	22.27	E	22.27	0.63	E	0.63
3/4" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RM	1	25.92	E	25.92	0.85	E	0.85
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	0.00	C	0.00	25.00	C	0.25
1" EMT & 3/4" RMC 1-PC STRUT CLAMP W/ SADDLE	9	141.40	C	12.73	6.38	C	0.57
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/32" MNTG H	1	396.67	C	3.97	9.75	C	0.10
1/2" FLEX - LIQUIDTIGHT METALLIC - GRAY	5	297.00	C	14.85	4.88	C	0.24
1/2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	1	418.28	C	4.18	18.75	C	0.19
1/2" CONN 90 DEG - LIQUIDTIGHT DIECAST	1	707.90	C	7.08	18.75	C	0.19
#12 THHN BLACK	264	207.02	M	54.65	6.44	M	1.70
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	53.23	E	53.23	0.56	E	0.56
COVER ROUND BLANK - CI	1	14.04	E	14.04	0.08	E	0.08
1 5/8x 1 5/8x 14G STRUT SLOTTED HOLE GALV	10	466.81	C	46.68	12.50	C	1.25
1/4-20x 1 5/8 TWIST-ON STRUT NUT	1	317.02	C	3.17	3.75	C	0.04
3/8-16 MACHINE SCREW ANCHOR	4	78.79	C	3.15	15.00	C	0.60
1/4-20x 5/8 HEX HEAD BOLT - PLTD STL	1	6.38	C	0.06	3.88	C	0.04
3/8-16x 1 HEX HEAD BOLT - PLTD STL	4	17.44	C	0.70	5.25	C	0.21
3/8x 1 1/4 FENDER WASHER - PLTD STL	4	8.38	C	0.34	1.25	C	0.05
COMB STARTER SIZE 0 NON-FUS - NEMA 4X	1	1,262.00	E	1,262.00	4.13	E	4.13
Totals	393			1,654.83			17.20

Summary

General Materials		1,654.83
Material Total		1,654.83
JOURNEYMAN	(17.20 Hrs @ \$52.00)	894.40
FOREMAN @ 25%	(4.30 Hrs @ \$55.00)	236.50
Subtotal		2,785.73
Markup	(@ 15.000 %)	417.86
Subtotal		3,203.59

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

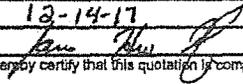
City of Watertown
245 Washington St.
Watertown, NY 13601

CCN # RFP-02E
Date: 12/14/2017
Project Name: WPCP Sludge Dispos
Project Number: 17167
Page Number: 2

Summary (Cont'd)

Final Adjustment	0.41
Final Amount	\$3,204.00

CONTRACTOR CERTIFICATION

Name:	<u>James Hutchison</u>
Date:	<u>12-14-17</u>
Signature:	<u></u>
I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

CCN #: RFP-02E	_____
Final Amount: \$3,204.00	_____
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL

PROPOSED CHANGE ORDER

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

CCN # RFP-3E
Date: 1/29/2018
Project Name: WPCP Sludge Dispos
Project Number: 17167
Page Number: 1

Client Address:

City of Watertown
245 Washington St.
Watertown, NY 13601

Work Description

Provide Labor and Materials for RFP-03E for power and control to SDB-UH-10, ADB-AHU-1, SDB-P-1, and SDB-P-2 issued 01-17-2018.

We reserve the right to correct this quote for errors and omissions.

Itemized Breakdown

Bid Item	Material(\$)	Labor Hrs
ITEM 1 -SDB-UH-10	552.85	10.90
ITEM 2 -ADB-AHU-1	417.79	11.51
ITEM 3 -SDB-P-1 AND SDB-P-2	325.91	8.35
Total:	1,296.55	30.76

ITEM 1 -SDB-UH-10

Description	Qty	Net Price	Total Mat.	Labor	Total Hrs.
3/4" CONDUIT - RMC - GALV	50	140.23C	70.11	6.25C	3.13
3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	2	568.00C	11.36	26.25C	0.53
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RM	1	11.28E	11.28	0.63E	0.63
3/4" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RM	1	13.13E	13.13	0.85E	0.85
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	200.00C	2.00	25.00C	0.25
1" EMT & 3/4" RMC 1-PC STRUT CLAMP W/ SADDLE	5	87.57C	4.38	6.38C	0.32
1/2 OR 3/4" CONDUIT+BOX SUPPORT W/ 9/32" MNTG H	1	263.61C	2.64	9.75C	0.10
1/2" FLEX - LIQUIDTIGHT METALLIC - GRAY	5	88.70C	4.43	4.88C	0.24
1/2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	1	264.35C	2.64	18.75C	0.19
1/2" CONN 90 DEG - LIQUIDTIGHT DIECAST	1	443.72C	4.44	18.75C	0.19
#12 THHN BLACK	165	118.29M	19.52	6.44M	1.06
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	64.35E	64.35	0.56E	0.56
COVER ROUND BLANK - CI	1	16.97E	16.97	0.08E	0.08
1 5/8x 1 5/8x 14G STRUT SLOTTED HOLE GALV	10	179.45C	17.95	12.50C	1.25
1/4-20x 1 5/8 TWIST-ON STRUT NUT	1	137.66C	1.38	3.75C	0.04
1/4-20x 5/8 HEX HEAD BOLT - PLTD STL	1	5.10C	0.05	3.88C	0.04
1P MANUAL STARTER 2x 3/4" HUB L/ HTR - NEMA 4	1	284.17E	284.17	1.25E	1.25
15A 1P BREAKER BOLT-ON	1	22.03E	22.03	0.19E	0.19
Totals	249		552.83		10.88

ITEM 2 -ADB-AHU-1

ORIGINAL

PROPOSED CHANGE ORDER

Client Address:

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

City of Watertown
245 Washington St.
Watertown, NY 13601

CCN # RFP-3E
Date: 1/29/2018
Project Name: WPCP Sludge Dispos
Project Number: 17167
Page Number: 2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - RMC - GALV	60	140.23	C	84.14	6.25	C	3.75
3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	2	568.00	C	11.36	26.25	C	0.53
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RM	1	11.28	E	11.28	0.63	E	0.63
3/4" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RM	1	13.13	E	13.13	0.85	E	0.85
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	200.00	C	2.00	25.00	C	0.25
1" EMT & 3/4" RMC 1-PC STRUT CLAMP W/ SADDLE	7	87.57	C	6.13	6.38	C	0.45
1/2 OR 3/4" CONDUIT-BOX SUPPORT W/ 9/32" MNTG H	1	263.61	C	2.64	9.75	C	0.10
1/2" FLEX - LIQUIDTIGHT METALLIC - GRAY	5	88.70	C	4.43	4.88	C	0.24
1/2" CONN STRAIGHT - LIQUIDTIGHT DIECAST	1	264.35	C	2.64	18.75	C	0.19
1/2" CONN 90 DEG - LIQUIDTIGHT DIECAST	1	443.72	C	4.44	18.75	C	0.19
#10 THHN BLACK	264	180.90	M	47.76	7.06	M	1.86
4 9/16x 1 15/16" DEEP CAST BOX W/ 4x 3/4" HUBS - CI	1	64.35	E	64.35	0.56	E	0.56
COVER ROUND BLANK - CI	1	16.97	E	16.97	0.08	E	0.08
1 5/8x 1 5/8x 14G STRUT SLOTTED HOLE GALV	10	179.45	C	17.95	12.50	C	1.25
1/4-20x 1 5/8 TWIST-ON STRUT NUT	1	137.66	C	1.38	3.75	C	0.04
1/4-20x 5/8 HEX HEAD BOLT - PLTD STL	1	5.10	C	0.05	3.88	C	0.04
30A 3P BREAKER BOLT-ON	1	127.13	E	127.13	0.50	E	0.50
Totals	359			417.77			11.50

ITEM 3 -SDB-P-1 AND SDB-P-2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
3/4" CONDUIT - RMC - GALV	40	140.23	C	56.09	6.25	C	2.50
3/4" CONN THRD HUB INSUL - RMC - MALL OR STL	3	568.00	C	17.04	26.25	C	0.79
3/4" TYPE LB STD CONDUIT BODY W/ CVR & GSKT - RM	1	11.28	E	11.28	0.63	E	0.63
3/4" TYPE T STD CONDUIT BODY W/ CVR & GSKT - RM	1	13.13	E	13.13	0.85	E	0.85
3/4" MEASURE CUT & THREAD LABOR - RMC - GALV	1	200.00	C	2.00	25.00	C	0.25
1" EMT & 3/4" RMC 1-PC STRUT CLAMP W/ SADDLE	5	87.57	C	4.38	6.38	C	0.32
#14 THHN BLACK	176	77.92	M	13.71	5.38	M	0.95
SELECTOR SWITCH - HAND-OFF-AUTO (FIELD KIT)	2	102.14	E	204.28	0.63	E	1.26
#14 WIRE CONTROL TERM	8	0.50	E	4.00	0.10	E	0.80
Totals	237			325.91			8.34

Summary

General Materials		1,296.51
Material Total		1,296.51
JOURNEYMAN	(30.73 Hrs @ \$52.00)	1,597.96
FOREMAN @ 25%	(7.68 Hrs @ \$55.00)	422.40
Subtotal		3,316.87
Markup	(@ 15.000 %)	497.53
Subtotal		3,814.40
Final Adjustment		-0.40
Final Amount		\$3,814.00

CONTRACTOR CERTIFICATION

ORIGINAL.

PROPOSED CHANGE ORDER

Client Address:

S&L Electric
5313 State Hwy. 56
Colton, NY 13625

City of Watertown
245 Washington St.
Watertown, NY 13601

CCN # RFP-3E
Date: 1/29/2018
Project Name: WPCP Sludge Dispos
Project Number: 17167
Page Number: 3

Name:	Jim Hutchison
Date:	01-29-2018
Signature:	<hr/>
<small>I hereby certify that this quotation is complete and accurate based on the information provided.</small>	

CLIENT ACCEPTANCE

CCN #	RFP-3E
Final Amount:	\$3,814.00
Name:	<hr/>
Date:	<hr/>
Signature:	<hr/>
Change Order #:	<hr/>
<small>I hereby accept this quotation and authorize the contractor to complete the above described work.</small>	

Cost Breakdown	Total (\$)
Material Cost	1,296.51
Direct Labor Cost	1,933.25
Total Cost	3,229.76

ORIGINAL



REQUEST FOR PROPOSAL
RFP-03E
3

TO:	S&L Electric, Inc.	DATE:	01-17-2018
FROM:	Jason Greene, P.E.	ENGINEER PROJECT NO.:	3711060
PROJECT:	Watertown Sludge Disposal Modifications Phase 1A	PROJECT NO.:	-

DESCRIPTION OF PROPOSED CHANGE:

Provide a proposal for the following additional electrical items in the Sludge Disposal Building, as follows:

Item 1 – Add circuiting for SDB-UH-10

- Drawing E008:
 - On Electrical Equipment and Control Schedule, **Add** row for equipment designation SDB-UH-10. **Add** text in NAME column to read “UNIT HEATER”. **Add** text in ROOM LOCATION column to read “SLUDGE DISPOSAL BUILDING RM. S-02”. **Add** text in HP column to read “1/3”, **Add** text in V column to read 115. **Add** text in PH column to read 1. **Add** text in PANEL OR CONTROL CENTER column to read “LPL-1”. **Add** text in CIRCUIT BREAKER column to read 15A-1P. **Add** text in POWER WIRING FROM PANEL TO CONTROL UNIT column to read “2#12, ¾”C”. **Add** text in POWER WIRING FROM CONTROL UNIT TO EQUIPMENT column to read “2#12, ¾”C”. **Add** text in GND WIRE column to read “#12”. **Add** text in REFNOTE column to read “12”.
 - Under NOTES, **Add** Note 12 to read “Refer to drawing H004 for location of fan SDB-UH-10. Electrical contractor shall provide manual motor starter at location of unit heater. Field coordinate location.
 - On LPL-1 Panelboard Schedule, **Change** description for Circuit 31 to read “SDB-UH-10”. **Add** text in associated NOTE column to read “3”. **Add** text in BREAKER AMP column to read “15”. **Add** text in BREAKER POLE column to read “1”. **Add** text in associated CONNECTED LOAD (WATTS) column to read “860”.
- Drawing E005:
 - **Add** motor symbol on floor plan for SDB-UH-1 in Lower Reactor Gallery. Location shall be as shown on H004 as coordinated with HVAC installer.

Item 2 – Circuiting of SPLIT SYSTEM ADB-AHU-1

- Drawing E007:
 - Revise SPLIT SYSTEM SDB-AHU-1 SCHEMATIC as follows:
 - Eliminate common circuit to SDB-AHU-1 indoor unit and SDB-AHU-1 outdoor unit.
 - SDB-AHU-1 indoor unit shall be circuitied at 480V from existing 30A-3P breaker in MCC-4A. Provide 15A fusing in the disconnect switch at the unit. Provide 2#10, #10G in ¾”C between the existing 30A-3P breaker in MCC-4A and the fused disconnect switch. Provide 2#12, #12G in ¾”C between the fused disconnect switch and the motor.
 - SDB-AHU-1 outdoor unit shall be circuitied at 208V from 25A-3P breaker in LPL-1. Provide 25A-3P circuit breaker in LPL-1. Provide 2#10, #10G in ¾”C between the panelboard and the fused disconnect switch. Provide 25A fusing in the disconnect switch or change disconnect switch to a non-fused safety switch. Provide 2#10, #10G in ¾”C between the disconnect switch and the motor.



REQUEST FOR PROPOSAL

- Drawing E008:
 - On LPL-1 Panelboard Schedule, **Change** description for Circuit 26 to read "SDB-AHU-1 outdoor unit". Add text in associated NOTE column to read "3". Add text in BREAKER AMP column to read "25". Add text in BREAKER POLE column to read "3". Add text in associated CONNECTED LOAD (WATTS) column to read "4176".

Item 3 – SDB-P-1 and SDB-P-2

- Drawing E008:
 - On Electrical Equipment, **Replace** keyed note 9 with the following: "Provide hand-off-auto switch for each pump. In the "On" mode, the pump shall operate. In the "Auto" mode, the pump shall operate unless interrupted by a signal from the boiler burner to shut down the pump. Provide 2#14 in 1/2" C to the boiler to receive the associated control signal."

Signed: Jason Greene
 Title: Project Manager Date: 01-17-2018

TO:	Jason Greene	DATE:	01-29-2018
FROM:	Jim Hutchison		

Proposed (increase/decrease) in construction cost: \$3,814.00
 Proposed (increase/decrease) in contract time: NONE
 List attachments RFP-03E Proposed Change Order

Signed: _____
 Title: Project Manager Date: 01-29-2018



CITY ELECTRIC CO INC.
PO BOX 1018
SYRACUSE, NY 13201

Tel: 315-474-7841 Fax: 315-474-7838

INVOICE

INVOICE	1291340-01
INVOICE DATE	01/15/18
CUSTOMER NO.	19183
REMIT ADDRESS	
City Electric Co Inc P.O. Box 1018 Syracuse, NY 13201	

SALESPERSON: 2850

BILL TO:

SHIP TO:

S&L ELECTRIC
5313 ST HWY 56
COLTON NY 13625

S&L ELECTRIC
23112 MURROCK CIRCLE
WATERTOWN NY 13601

WHSE	ORDER DATE	SHIP DATE	CUSTOMER P.O.		SHIPPED	INSIDE SALESPERSON		
2	01/10/18	00/00/00	17167-03-CO3		BEST WAY	CHRIS H WILDER		
LINE	QTY ORDER	QTY SHIP	QTY B.O.	ITEM	DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	1	1		WESS20N11S07N	C-H S20N11S07N 7.5 KVA EP TRAN	574.260	E	574.26
<p>3000.171167</p>								
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>								
IF PAID ON BEFORE		02/10/18	YOU SAVE		11.49	AND PAY ONLY		562.77
							TOTAL DUE	574.26

TERMS: 2%10THPROX NET 25TH

No merchandise may be returned without permission. Specialty ordered merchandise and cut wire are not returnable. All returned merchandise is subject to a handling charge. A service charge of 1.5% per month or 18% per annum of the unpaid balance will be added to past due accounts. All returned merchandise must be accompanied by our Invoice number.

TO VIEW AND PAY ONLINE GO TO: <http://cityelectric.billtrust.com> USE THIS ENROLLMENT CODE: PRW QMM QQS

Res No. 7

February 28, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Accepting Bid for Flower Avenue East Reconstruction Project

The City Purchasing Department has advertised and received sealed bids for the Flower Avenue East Reconstruction Project, per City specifications.

Invitations to bid were also issued to area plan houses and twenty-one (21) prospective bidders, with seven (7) bids received and publicly opened and read in the City Purchasing Department on Monday, February 26, 2018, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the City Council accept the bid received from Luck Brothers, Inc. as the lowest responsive bidder in the amount of \$3,299,283.36. The other bids received are detailed in the attached report of Mrs. Pastuf.

A Resolution has been prepared for City Council consideration. Approval of this Resolution is contingent upon Council also approving the Bond Ordinance in tonight's Agenda. Funding for this project is included in the Adopted 2017-2018 Budget, in the amount of \$4,075,000.

RESOLUTION

Page 1 of 1

Accepting Bid for Flower Avenue East Reconstruction Project

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa A.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Flower Avenue East Reconstruction Project, per City specifications, and

WHEREAS invitations to bid were also issued to area plan houses and twenty-one (21) prospective bidders, with seven (7) bids received and publicly opened and read in the City Purchasing Department on Monday, February 26, 2018, at 11:00 a.m., and

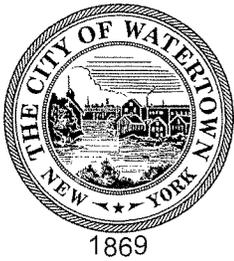
WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the City Council accept the bid from Luck Brothers, Inc. as the lowest responsive bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by Luck Brothers, Inc. as being the lowest responsive bidder meeting City specifications for the Flower Avenue East Reconstruction Project in the amount of \$3,299,283.36, and

BE IT FURTHER RESOLVED that approval of this Resolution is contingent upon approval of the corresponding Bond Ordinance to fund this project, 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 Luck Brothers, Inc.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2018-07 – Flower Avenue East Reconstruction Project
DATE: 02/27/2018

The City's Purchasing Department advertised in the Watertown Daily Times on February 6, 2018 calling for sealed bids for the Flower Avenue East Reconstruction Project as per City Specifications.

This reconstruction project is part of the Adopted 2017-2018 Budget and can be found on page 292 of the Budget Book.

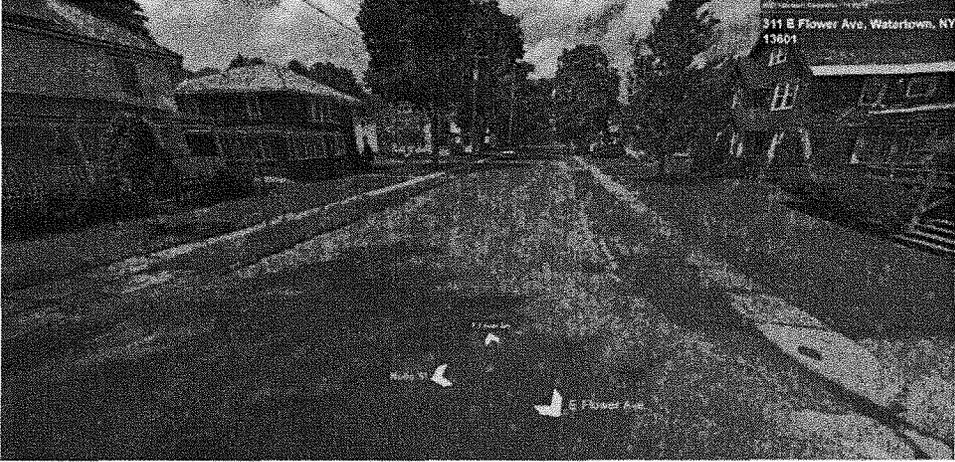
The Purchasing Department issued Invitations to Bid to the area plan houses and twenty-one (21) prospective bidders. The City received seven (7) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on February 26, 2018 at 11:00 am, local time. The bid tabulation is shown below.

Description	CCI Companies, Inc. Canastota, NY	F. P. Kane Construction, Inc. Vestal, NY	Luck Brothers, Inc. Plattsburgh, NY	Manfred Construction, Inc. Port Henry, NY	Marcellus Constuction Company, Inc. Adams, NY	North Country Contractors, LLC Calcium, NY	W.D. Malone Trucking & Excavating, Inc. Hannibal, NY
Total Price	\$3,487,287.60	\$3,557,000.00	\$3,299,283.36	\$3,382,557.00	\$3,650,493.61	\$3,999,999.99	\$3,426,011.00

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications.

Staff recommends that City Council award the bid for the Flower Avenue East Reconstruction Project to **Luck Brothers, Inc.** for **\$3,299,283.36** as the lowest responsive responsible bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2017-2018
 CAPITAL BUDGET
 INFRASTRUCTURE
 STREET, SIDEWALK AND STORM SEWER

PROJECT DESCRIPTION	COST																				
<p>Flower Avenue East Reconstruction (100, 200, 300 blocks)</p> <p>Total reconstruction of 2,900 linear feet of the 100, 200, 300 blocks of Flower Ave. East. The 1930's vintage 8" cast iron water main is prone to failure and has caused homes on the street to flood. Installing a new 16" water main will also enhance the flows in the distribution system in the outer Washington Street area. A dedicated storm sewer system will also be installed to remove storm water flows from the existing combined sewer.</p>  <p style="font-size: small; text-align: right;">211 E Flower Ave, Watertown, NY 13801</p>	\$4,075,000																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sidewalk</td> <td style="width: 10%;">\$ 435,000</td> <td style="width: 55%;">Projected FY 2018-19 debt service of \$ 30,500</td> <td style="width: 20%;"></td> </tr> <tr> <td>Storm Sewer</td> <td>\$ 704,000</td> <td>Projected FY 2018-19 debt service of \$ 81,842</td> <td></td> </tr> <tr> <td>Street</td> <td>\$ 1,306,000</td> <td>Projected FY 2018-19 debt service of \$ 105,225</td> <td></td> </tr> <tr> <td>Water</td> <td>\$ 880,000</td> <td>Projected FY 2018-19 debt service of \$ 116,917</td> <td></td> </tr> <tr> <td>Sanitary</td> <td>\$ 750,000</td> <td>Projected FY 2018-19 debt service of \$ 79,808</td> <td></td> </tr> </table>	Sidewalk	\$ 435,000	Projected FY 2018-19 debt service of \$ 30,500		Storm Sewer	\$ 704,000	Projected FY 2018-19 debt service of \$ 81,842		Street	\$ 1,306,000	Projected FY 2018-19 debt service of \$ 105,225		Water	\$ 880,000	Projected FY 2018-19 debt service of \$ 116,917		Sanitary	\$ 750,000	Projected FY 2018-19 debt service of \$ 79,808		
Sidewalk	\$ 435,000	Projected FY 2018-19 debt service of \$ 30,500																			
Storm Sewer	\$ 704,000	Projected FY 2018-19 debt service of \$ 81,842																			
Street	\$ 1,306,000	Projected FY 2018-19 debt service of \$ 105,225																			
Water	\$ 880,000	Projected FY 2018-19 debt service of \$ 116,917																			
Sanitary	\$ 750,000	Projected FY 2018-19 debt service of \$ 79,808																			
TOTAL	\$4,075,000																				

Res No. 8

February 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Trickling Filter Pump Station Building Roof Replacement Project

The City Purchasing Department has advertised and received sealed bids for the Trickling Filter Pump Station Building Roof Replacement Project, per City specifications.

Invitations to bid were also issued to area plan houses and nineteen (19) prospective bidders, with nine (9) bids received and publicly opened and read in the City Purchasing Department on Wednesday, February 28, 2018, at 11:00 a.m.

City Purchasing Manager Amy Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the City Council accept the bid received from J&B Installations, Inc. as the lowest responsive bidder in the amount of \$36,425. The other bids received are detailed in the attached report of Mrs. Pastuf.

A Resolution has been prepared for City Council consideration. Funding for this project is included in the Sewer Fund Operating Budget.

RESOLUTION

Page 1 of 1

Accepting Bid for Trickleing Filter Pump Station Building Roof Replacement Project

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.
- Total

YEA	NAY

Introduced by

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Trickleing Filter Pump Station Building Roof Replacement Project, per City specifications, and

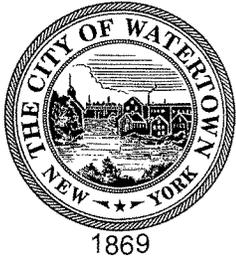
WHEREAS invitations to bid were also issued to area plan houses and nineteen (19) prospective bidders, with nine (9) bids received and publicly opened and read in the City Purchasing Department on Wednesday, February 28, 2018, at 11:00 a.m., and

WHEREAS City Purchasing Manager Amy Pastuf reviewed the bids received with the City Engineering Department, and it is their recommendation that the City Council accept the bid from J&B Installations, Inc. as the lowest responsive bidder,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid submitted by J&B Installations, Inc. as being the lowest responsive bidder meeting City specifications for the Trickleing Filter Pump Station Building Roof Replacement Project in the amount of \$36,425, 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 J&B Installations, Inc.

Seconded by



CITY OF WATERTOWN, NEW YORK

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

Amy M. Pastuf
 Purchasing Manager

MEMORANDUM

TO: Sharon Addison, City Manager
FROM: Amy M. Pastuf, Purchasing Manager
SUBJECT: Bid 2018-05 – Trickling Filter Pump Station Building Roof Replacement Project
DATE: 02/28/2018

The City's Purchasing Department advertised in the Watertown Daily Times on January 23, 2018 calling for sealed bids for the Trickling Filter Pump Station Building Roof Replacement Project as per City Specifications.

This roofing project is part of the Adopted 2017-2018 Budget, and can be found on page 307 of the Budget Book.

The Purchasing Department issued Invitations to Bid to the area plan houses and nineteen (19) prospective bidders. The City received nine (9) sealed bid submittals. The Purchasing Department publically opened and read the sealed bids on February 28, 2018 at 11:00 am, local time. The bid tabulation for the bid is shown below.

	Elmer W. Davis	J&B Installations, Inc.	Josall Syracuse, Inc.	Premier Roof Systems, Inc.	Pulver Roofing Company, Inc.	RSI Roofing, Inc.	Sands Brothers Roofing Company, Inc.	Titan Roofing, Inc.	WCA Roofing & Sheet Metal Company, Inc.
	Rochester, NY	Skaneateles, NY	Syracuse, NY	Harrisville, NY	Utica, NY	Gouverneur, NY	Antwerp, NY	Springfield, MA	East Syracuse, NY
Bid Total	\$43,700.00	\$36,425.00	\$64,400.00	\$72,800.00	\$66,400.00	\$46,290.00	\$96,000.00	\$62,160.00	\$38,400.00

City Engineering and the Purchasing Department reviewed the responses to ensure that they complied with the specifications. City Engineering checked references as in the past this company has never contracted with the City.

Staff recommends that City Council award the bid for the Trickling Filter Pump Station Building Roof Replacement Project to **J&B Installations, Inc.** for **\$36,425.00** as the lowest responsive bidder. If there are any questions concerning this recommendation, please contact me at your convenience.

FISCAL YEAR 2017-2018
 CAPITAL BUDGET
 FACILITY IMPROVEMENT
 WASTEWATER TREATMENT FACILITY

PROJECT DESCRIPTION	COST
<p>Trickling Filter Pump Station Roof</p> <p>This is the original roof from 1979 and it starting to fail. The roof currently leaks.</p> <div style="text-align: center;">  </div> <p>Funding to support this project will be through a transfer from the Sewer Fund (G.9950.0900).</p>	<p>\$50,000</p>
TOTAL	\$50,000

Res No. 9

March 1, 2018

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Authorizing the Mayor to Enter Into and Execute the Contract with the Department of State for the City of Watertown Street Downtown-Riverfront Parks Connection Feasibility Study

The City of Watertown was recently awarded \$30,000 from a Strategic Planning and Feasibility Studies grant from the New York State Department of State. The City will use the funding to conduct a Feasibility Study to identify ways to improve connections for pedestrians and bicyclists from the City's downtown Public Square to two of its riverfront parks, the Veterans' Memorial Riverwalk and Whitewater Park. The Study will include limited survey work, topography studies, right of way analysis, preliminary design alternatives, cost estimates and implementation recommendations. The grant will fund 50% of the project cost, and the 50% match is the responsibility of the City. The match for the project was approved in the City's 2017-2018 budget.

This project will advance the vision created in the City of Watertown's 2010 draft Local Waterfront Revitalization Program (LWRP). Developing a pedestrian-oriented connection to draw people from Public Square to the downtown waterfront was the most important priority that citizens identified during the public participation process for the LWRP. This linkage is the most critical to the long-term success of the waterfront and to sustaining momentum for the continued revitalization of Public Square.

The City must enter into State of New York Master Contract for Grants with the New York State Department of State for the project. A copy of the Contract is attached for City Council review.

The attached resolution authorizes the Mayor to enter into and execute the Contract with the Department of State and to act on behalf of the City Council in all further matters related to the financial assistance for this project.

RESOLUTION

Page 1 of 1

Authorizing the Mayor to Enter Into and Execute the Contract with the Department of State for the City of Watertown Street Downtown-Riverfront Connection Feasibility Study

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City Council of the City of Watertown applied for grant funding from the New York State Department of State (NYS DOS) for a Strategic Planning and Feasibility Studies grant for a feasibility study to improve connections for pedestrians and bicyclists from the City's downtown Public Square to two of its riverfront parks, the Veterans' Memorial Riverwalk and Whitewater Park, and

WHEREAS the NYS DOS recently announced that the City of Watertown was awarded a \$30,000 grant to assist with the feasibility study which will include survey work, topography studies, right of way analysis, preliminary design alternatives, cost estimates and implementation recommendations, and

WHEREAS the City of Watertown must enter into a State of New York Master Contract for Grants with the NYS DOS for the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Mayor to enter into and execute the State of New York Master Contract for Grants with the NYS DOS, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor is authorized to act on behalf of the City Council in all further matters related to the financial assistance for this project.

Seconded by

INSTRUCTIONS FOR NEW 2016 EPF LWRP CONTRACTS

Master Grant Contract and Signature Pages

Review all sections and attachments of the contract, and let us know if you have any questions or concerns before signing and submitting the contract. If you need to make any changes to any part of the contract, please indicate so in writing to DOS (please do not handwrite changes into the contract). Some specific areas of interest:

- Page 1 of the Face Page - confirm that all information entered is correct (contractor (recipient) Name & Address, Federal Tax ID number, Vendor ID number and, if applicable, Charities Registration number).
- Page 2 of the Face Page - verify that the Current Contract Funding Amount is correct. Also, verify that the Current Contract Term and Period listed reflects the time period during which the project activities are to be undertaken and project costs incurred. Be advised that activities and related costs occurring outside of this time period will not be eligible for reimbursement and will not be eligible to be used as match.
- Page 6 of Attachment A-1, verify that the CEO's contact information is complete and correct.
- Review the budget in Attachment B to confirm that the costs and local share anticipated for this project are accurately reflected. Verify that any local share indicated is not from federal or EPF sources. Verify that costs listed in: A. Salaries are for time spent by official employees of recipient only; B. Travel, C. Supplies, and D. Equipment are for costs incurred directly by the recipient; E. Contractual is for contractors procured directly by the recipient only; and F. Other contains other relevant costs which do not fit into the previous categories.
- Also in Attachment B, Category E, confirm that any known subcontractors are listed. This includes the subcontractor name, address and federal tax ID number. If you know who will be performing any of the work in Category E (even if it's another municipality), this information must be listed in the contract. If a subcontractor has not yet been selected for a particular item, "To be determined" should be entered.
- Review the project description and tasks in Attachment C to confirm that the project is accurately reflected.

Signature Pages

The person authorized to execute this contract should sign each of the three signature pages in blue ink and have them notarized. These pages should be notarized on the same day that they are signed and each page must contain original signatures and notaries. All signature fields and notary fields must be filled out. Signature pages containing white out cannot be accepted.

Contact Update Form

Complete the form to indicate the name and address of the City of Watertown and the contact information for the Mayor. You may also enter the name and contact info for up to (2) other people who should receive contract-related correspondence from DOS.

- Make sure that the official mailing address of the recipient is correct and complete.
- Verify/correct the name, title, email address and phone number for the Mayor. Make sure all fields are complete.
- Contact person #1 and #2 – confirm that the correct people are listed. Ideally we'd like to see the grant administrator and project manager listed. Verify/correct/provide the name, title, affiliation, email address and phone number of each of the contacts. Additional contacts cannot be added as our database can only hold information for (2) contacts. Make sure all fields are complete.
- Note that each email address must be unique (do not enter the same email address for two different individuals).

Contract Review Form

Answer all questions on the form based on your review of the contract. If any questions are answered "NO", a written explanation must be attached. The form should be signed and dated by the Mayor. Provide the contact information for the person that we should contact if we have questions during the contract execution process.

Authorizing Resolutions

The Request for Applications requires recipients to submit all necessary municipal resolutions and certifications prior to entering into a state contract. At minimum, a certified resolution authorizing the local execution of the contract must be submitted.

MWBE Forms A, B, D and D-1

These forms are required for contracts with a State Funding Amount of over \$25,000, if an MWBE goal is listed in Attachment B-1 of the contract. We cannot process or execute your contract unless these forms are completed and included with your contract package.

Form A (EEO Policy Statement) – The form should be completed to show your agreement to enact the state's EEO policy for the purpose of this contract. Note that if the recipient already has an EEO policy in effect, a copy of that policy may be submitted in place of Form A. If completing Form A:

- At the top, there are three blank lines. Fill in the authorized representative's name, their title, and the recipient.
- Complete the certification at the bottom of the page.
- MWBE goals – fill in MBE and WBE goals for this contract (see Attachment B-1 for more information).
- EEO goals – enter your agency's current EEO goal.
- The authorized representative can be any employee who is authorized to sign this form.

Form B (Staffing Plan) – The form is to be filled out by the Recipient to show the characteristics of the individuals who are anticipated to be working on the project in any capacity. To complete the form:

- For solicitation number, enter the contract number shown on the face page of the DOS contract.
- Leave reporting entity blank.
- For offeror's name and address, enter the name and address as indicated on the face page of the contract.
- Check whether this is work force utilized for this project, or total work force. Either one is OK.
- Check "offeror".
- In the table, enter the information to show the characteristics of individuals in the organization who are anticipated to be working on the project in any capacity.
- Fill out the bottom section and have signed by an employee who is authorized to sign this form.
- If you have hired a subcontractor already, the subcontractor should fill out this form too. They can fill it out the same way as outlined above, except enter their company name for reporting entity, and check the subcontractor box.

Form D (Utilization Plan) – This form is to be filled out by the Recipient to indicate any state-certified MWBE firms who has been selected to perform work on this contract. If no state-certified MWBE firms have yet been selected, Form D-1 (Compliance Certification Letter) should be submitted instead. If completing Form D:

- For offeror's name and address, enter the name and address shown on the face page of the DOS contract.
- Include the telephone number and the location of the work to be performed (the name of the municipality is fine).
- Enter your federal tax ID number and the contract number shown on the face page of the DOS contract.
- In the table, enter the names of the specific state-certified MWBE firms who have been selected to perform work on this contract. Indicate whether they are MBE and/or WBE and include a description of work and amount. You can check the NYS MWBE directory to confirm MWBE certification at: <http://www.esd.ny.gov/mwbe.html>.
- Fill out the bottom section and have signed by an employee who is authorized to sign this form.

Important: If additional MWBE firms are selected to perform work on this contract in the future, an updated Form D should be submitted within two weeks following the selection.

Form D-1 (Compliance Certification Letter) – This form is to be filled out when the Recipient has not yet selected any state-certified MWBE firms. The form should be completed to certify that the Recipient will comply with the MWBE goals in the contract and will complete Form D (Utilization Plan) when MWBE firms are hired. To complete the form:

- Near the top, there are three blank fields. Fill in the authorized representative's name, the Recipient, and the RFA number. For 2016 EPF LWRP, the RFA number is 16-LWRP-6.
- At the bottom:
 - Fill in the date signed and have signed by an employee who is authorized to sign this form.
 - Name, title, contact info (phone number and email address) of the person signing.
 - Fill in the contract number shown on the face page of the DOS contract.
 - The contract description shown as the title on Attachment C of the contract.

Vendor Responsibility Questionnaire

The Vendor Responsibility Questionnaire (VRQ) must be completed under the following circumstances only:

- If the contract recipient listed on the face page is a Not-for-Profit, that NFP must complete the VRQ (municipalities are exempt from VRQ).
- If the contract recipient (NFP or municipality) has any known subcontractors for an amount over \$100,000, the vendor(s) must complete the VRQ.

To complete the VRQ, please go to <https://portal.osc.state.ny.us>. Please note that the information provided must be updated every 6 months. If you have questions about VendRep, please contact them at ciohelpdesk@osc.state.ny.us or (866) 370-4672.

In addition, the following documents must be submitted to support the VRQ:

- Proof of Workers' Compensation Coverage (Form C-105.2, U-26.3, SI-12, GSI-105.2 or CE-200).
- Proof of Disability Coverage (Form DB-120.1, DB-155, or CE-200).

NFP's should also check to be sure that their annual charities filings are up-to-date.

Grants Gateway

Please confirm that you are currently registered (for municipalities) or prequalified (for not-for-profits) in the Grants Gateway. Your information must be periodically updated. Please go to the <http://www.grantsreform.ny.gov/grantees> to complete the registration or prequalification process and/or verify your status. If you have questions about the grants gateway, please contact them at grantsreform@budget.ny.gov.

NYS Contract System

Please confirm that you are currently registered in the NYS Contract System (NYSCS). Please go to <https://ny.newnycontracts.com> to complete the registration process. If you have any questions, or are unsure if you are already registered, please contact NYSCS at one of the email addresses listed here: <https://ny.newnycontracts.com/FrontEnd/ContactUs.asp?TN=ny&XID=7662>.

Submitting Contract Package for Execution

Once everything is reviewed and signed, submit the following:

- Contract Review Form.
- Contact Update Form.
- Copy of all authorizing municipal resolutions or certifications.
- All three original signature pages.
- MWBE Forms A and B.
- VRQ information, if required (see above):
 - A printout of the completed Vendor Responsibility Questionnaire(s).
 - Proof of Workers' Compensation and Disability Coverage.

There is no need to submit the entire contract with your submission

Please make a copy of the contract package for your records/project file before submitting the originals.

Submit the original contract package within 30 days to the following address for processing:

Meg Bowers, Program Aide
NYS Department of State
99 Washington Avenue - Suite 1010
Albany, NY 12231-0001

Once received, we will forward the contract to our Fiscal office, who will have it executed by the State. The execution process usually takes about 2 months. When fully executed, a copy of the contract will be emailed to the Recipient.

In the meantime, if you would like to check on the execution status of a contract beginning with the letter "C", please visit: <http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>. Search contracts by Agency/Authority & Vendor, select 'State, Department of' from the dropdown, and enter just the municipality name in the Vendor Name box, then click 'contains' and then 'search'. (For example if the City of Albany, just enter Albany). If the contract is listed in the search results, it means the contract has been executed. The exact execution date can be found in the last column. You can expect to receive official notification from us within a couple of weeks after execution. Note, if your contract begins with the letter "T", it will not be listed on this website – please contact us directly for updates.

If you have any questions, please contact Meg Bowers at (518) 474-4054 or opdcontracts@dos.ny.gov.

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Watertown
245 Washington Street
Watertown, NY 13601

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Watertown
245 Washington Street
Watertown, NY 13601

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

City of Watertown
245 Washington Street
Watertown, NY 13601

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor name on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Review Form

On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct?	YES	NO
On Face Page (page 2), is the Current Contract Funding Amount correct?	YES	NO
On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred (including match)?	YES	NO
On Attachment A-1, Page 6, is the Mayor's contact information complete and correct?	YES	NO
In Attachment B, does the budget accurately reflect the anticipated costs for the project?	YES	NO
In Attachment B, Category E, are the known subcontractors accurately reflected?	YES	NO
In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project?	YES	NO
Confirm that the City of Watertown is registered in the Grants Gateway.	YES	NO
Confirm that the City of Watertown is registered in the NYS Contract System.	YES	NO
Confirm that a certified resolution authorizing the execution of the state contract is included in this submission.	YES	NO
Confirm that MWBE Form A (or copy of EEO policy) and MWBE Form B is included in this submission.	YES	NO
Confirm that MWBE Form D or MWBE Form D-1 is included in this submission.	YES	NO
Confirm that the Vendor Responsibility Questionnaire has been completed for any known subcontractors listed for over \$100,000, and that their Disability and Workers' Comp certificates are included in this submission.	YES	NO
Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for a period of six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or upon request by DOS.	YES	NO

*****If any questions above are answered "NO", a written explanation must be attached to this form*****

Signature of the Mayor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: _____ Phone: _____

Email Address: _____

City of Watertown - Contract T1000977
 Downtown-Riverfront Parks Connection Feasibility Study

Contact Update Form

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

Changes/Additions/Corrections

Official mailing address of the City of Watertown	City of Watertown 245 Washington Street Watertown, NY 13601	
Mayor of the City of Watertown	Name: Joseph Butler Title: Mayor Affiliation: City of Watertown Email: jbutler@watertown-ny.gov Phone: 315-785-7720	
Contact Person #1	Name: Sharon Addison Title: City Manager Affiliation: City of Watertown Email: Phone:	
Contact Person #2	Name: Title: Affiliation: Email: Phone:	

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 30% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Name:		
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

**FORM D
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Project/Contract No.:

M/WBE Goals in the Contract: MBE 15% WBE 15%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): DATE:	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract: Description of Work: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

**STATE OF NEW YORK
DEPARTMENT OF STATE**

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, _____, a duly authorized representative of _____ (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. _____ (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan – Form D will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, Applicant acknowledges and agrees that, following contract execution, it shall submit the MWBE Utilization Plan – Form D for the Contract within two weeks after the selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract. The Contractor shall be required to adhere to any such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agreed that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature: _____

Contract Number:

Name:

Contract Description:

Title:

Contact Information:

Rev. 9/2017



**Department
of State**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: T1000977</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>WATERTOWN CITY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Downtown-Riverfront Parks Connection Feasibility Study</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000002584</p> <p>Federal Tax ID Number: 15-6000419</p> <p>DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>n/a</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>City of Watertown 245 Washington Street Watertown, NY 13601</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code:</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # T1000977

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 3/20/17)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in

writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars , including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general

compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.

6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.
2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval

is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the

VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Management Specialist
Agency/Division:	Department of State, Office of Planning and Development
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540
E-Mail Address:	opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Joseph Butler
Title: Mayor
Affiliation: City of Watertown
Address: 245 Washington Street
Watertown, NY 13601
Telephone Number: 315-785-7720
E-Mail Address: jbutler@watertown-ny.gov

L. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving “State funds” or “State-authorized payments” originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws. Contractor agrees that the terms “MWBE,” “MBE” and “WBE” as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for MWBE participation. The specific percentages for the New York State-certified Minority-Owned Business Enterprises (“MBE”) participation and the New York State-certified Women-Owned Business Enterprises (“WBE”) participation, (collectively, “MWBE Contract Goals”), are set forth in the Attachment B “Budget”, based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract

with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1) Evidence of outreach to MWBEs;
 - 2) Any responses by MWBEs to the Contractor's outreach;
 - 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.
3. Equal Employment Opportunity ("EEO")
 - a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
 - b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

- 4) The Contractor's EEO policy statement shall include the following language:
- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The

Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of

the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

N. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be

submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Maria.Herman@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 7/1/14)

A. This Agreement has been entered into pursuant to the following understandings:

1. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
2. The Department of State (Department) is authorized by such Act to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Act.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension for up to two contract periods not to exceed twelve months each. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
9. The Contractor shall submit with its request for final payment a Final Project Summary Report and a final Project Status Report on forms prescribed by the Department.

10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty

(30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.

4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.

- c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. GENERAL MAP PRODUCT REQUIREMENTS -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.

- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.

- e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. DIGITAL-READY MAP PRODUCT REQUIREMENTS -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYSDOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYSDOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.
4. CONTRACT DATABASE STANDARDS
- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.

- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

K. Submission of all correspondence and documentation

1. Unless otherwise stated in Attachment C, the Contractor agrees to provide the Department with the required products in the following formats. All products shall include the NYS contract number as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Attachment C.
 - a. Draft products: two paper copies of each product must be submitted.
 - b. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 - c. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
2. Contractor agrees to provide the Department with original payment request documentation as described in Attachment D.

L. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries	\$2,500.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$57,500.00
F. Other	\$0.00

TOTAL PROJECT COST \$60,000.00

Total State Funds \$30,000.00

Total Local Match \$30,000.00

MWBE Goals:

State funds subject to MWBE goals \$30,000.00

MBE Goal: 15% \$4,500.00

WBE Goal: 15% \$4,500.00

A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
Planning and Community Development Director	\$71,202.00	\$500.00
Senior Planner	\$59,176.00	\$1,000.00
Planner	\$45,239.00	\$1,000.00

SUBTOTAL \$2,500.00

B. TRAVEL

SUBTOTAL \$0.00

C. SUPPLIES

SUBTOTAL \$0.00

D. EQUIPMENT

SUBTOTAL \$0.00

E. CONTRACTUAL SERVICES

Professional survey, architecture and engineering services for surveying, topography study, right of way analysis, route development, preliminary design alternatives, cost estimates and implementation recommendations.
Subcontractor: To be determined

SUBTOTAL \$57,500.00

F. OTHER

SUBTOTAL \$0.00

ATTACHMENT C - WORK PLAN

Downtown-Riverfront Parks Connection Feasibility Study

1. Project Description

The City of Watertown will prepare a feasibility study to improve connections for pedestrians and bicyclists from the City's downtown Public Square to two of its riverfront parks, the Veterans' Memorial Riverwalk and Whitewater Park. The Study will include survey work, topography studies, right of way analysis, preliminary design alternatives, cost estimates and implementation recommendations.

This project will advance the vision created in the City of Watertown's 2010 draft LWRP. The most important priority identified by the community in the public meetings for the LWRP was development of a pedestrian-oriented connection to draw people from Public Square to the downtown waterfront. This linkage is viewed as the most critical in terms of long-term success of the waterfront and also as a way to build momentum for the continued revitalization of existing businesses along Public Square. In addition to serving City residents, the trail and park system serves the population on a regional level, attracting users from the nearby military base at Fort Drum, the County, and throughout the state. The Black River attracts thousands of kayakers and rafters annually in addition to providing biking and hiking opportunities along its shores. The City's trail and park system improvements will provide tourism and economic benefits on a local, regional, and state level.

Preparation of the feasibility study will be undertaken through consultant engineering and design services to be procured by the City of Watertown and overseen by a Project Advisory Committee. The Project Advisory Committee will include representatives from the City of Watertown; the New York State Department of State; the New York State Department of Transportation; the New York State Department of Environmental Conservation; chambers of commerce; community, environmental, recreational, historic preservation and economic development interests; business owners; tourism promotion organizations; and residents in the waterfront area.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's contract number as indicated on the Face Page of this Contract and where applicable, the related task number from this Work Plan.

Unless otherwise specified in the Work Plan tasks, the Contractor shall submit products in the following formats:

- Draft products: one electronic copy of each product must be submitted in Adobe® Acrobat® Portable Document Format (PDF), created using 300 dpi scanning resolution and Microsoft Word, if applicable.
- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.

- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Initiation Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, MWBE requirements, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.
- Ability to satisfy MWBE requirements.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare the draft subcontract(s) to conduct project work with the selected consultant(s). The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of product completion, a payment schedule with payments tied to receipt of products, and project costs. The subcontract(s) shall specify the composition of the entire consultant team, including firm name

and area of responsibility, firm expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks including how the identified MWBE goals will be satisfied. The Contractor shall submit the draft subcontract(s) to the Department for review of the subcontract work plan for alignment with the appropriate tasks of the work plan as set forth in Attachment C of this contract. The Contractor shall incorporate the Department's comments on the subcontract work plan, or scope of services, prior to execution of the final subcontract(s). The Contractor remains responsible for the legal sufficiency of the subcontract in accordance with the requirements in the Master Grant Contract and Appendix A-1.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Site Reconnaissance and Schematic Designs

A. Site Reconnaissance

The Contractor or its consultant(s) shall conduct site-specific reconnaissance, in preparation for design. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure, including stormwater treatment structures
- Transportation/circulation systems (truck, car, bus, ferry, train, pedestrian, bicycle, etc.) that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Flood hazard area boundaries and base flood elevations, as applicable
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

Products: Map(s) and written summary describing the above information and any other appropriate information identified during the project initiation meeting.

B. Schematic Designs

The Contractor or its consultant(s) shall prepare alternative schematic designs of the facility or facilities, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during the project initiation meeting, the Contractor or its consultant(s) shall prepare a minimum of three alternative schematic designs for review by the project advisory committee and the Department.

Products: Alternative schematic designs reviewed and comment by the Department.

Task 8: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department for review and comment

Task 9: Draft Feasibility Study

The Contractor or its consultant(s) shall prepare a draft report which examines the feasibility of creating a connection for bicycles and pedestrians between the City of Watertown's downtown and two of its existing waterfront parks along the Black River, Veterans' Memorial Riverwalk and Whitewater Park. The feasibility study shall examine physical and environmental constraints associated with each alternative identified and shall include preliminary cost estimates and a report on all federal, state and local requirements, including necessary permits, and descriptions of how the requirements will be satisfied by the design.

Products: Draft feasibility study submitted to the Department for review and comment.

Task 10: Draft Preferred Schematic Design

The Contractor or its consultant(s), in consultation with the Project Advisory Committee and the Department, shall prepare a draft schematic design of the preferred alternative reflecting input obtained in the public meeting. The draft schematic design shall be submitted to the Department for review and approval.

Products: Draft preferred schematic design submitted to the Department for review and comment.

Task 11: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the draft feasibility report and preferred schematic design.

Potential meeting dates shall be discussed with Department and notification of Department shall occur at least two weeks prior to any meeting or workshop.

A written summary of public input obtained at this meeting shall be prepared and provided to the Department for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the Department for review and approval.

Task 12: Final Preferred Schematic Design

The Contractor or its consultant(s), in consultation with the Project Advisory Committee and the Department, shall prepare a final schematic design reflecting input obtained in the public meeting. The final schematic design shall be submitted to the Department for review and approval.

Products: Final preferred schematic design submitted to the Department for review and approval.

Task 13: Final Feasibility Study

The Contractor or its consultant(s), in consultation with the Project Advisory Committee and the Department, shall prepare a final feasibility study reflecting input obtained in the public meeting. The final feasibility study shall be submitted to the Department for review and approval.

Products: Final feasibility study submitted to the Department for review and approval.

Task 14: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 15: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 16: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.

- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project initiation meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of \$0 (0% of the budget) as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due Date: _____
- Biannual Reimbursement
Due Date: _____
- Fee for Service Reimbursement
Due Date: _____

- Rate Based Reimbursement
Due Date: _____
- Fifth Quarter Reimbursement
Due Date: _____
- Milestone/Performance Reimbursement
Due Date/Frequency: _____
- Scheduled Reimbursement
Due Date/Frequency: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 60 days after completion of the agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
	*Due every year during the contract period, as amended.	

Res No. 10

March 1, 2018

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Approving the Contract with Saratoga Associates for the City of Watertown Downtown Riverfront Parks Connection Feasibility Study

Previously on the agenda, the Council considered a contract between the City and the New York State Department of State (NYS DOS) for grant funding for the Downtown Riverfront Parks Connection Feasibility Study. If the Council approved the contract with the NYS DOS, the attached resolution for consulting services for the study can be considered.

The Feasibility Study will identify ways to improve connections for pedestrians and bicyclists from the City's downtown Public Square to two of its riverfront parks, the Veterans' Memorial Riverwalk and Whitewater Park. The Study will include limited survey work, topography studies, right of way analysis, preliminary design alternatives, cost estimates and implementation recommendations.

On August 11, 2017, staff issued a Request for Proposals (RFP) for the project. The RFP was sent to local firms, a state-wide email list of planning, engineering and consulting firms, the NYS Contract Reporter, as well as firms who had previously expressed interest in the project. Five (5) proposals were submitted to the Purchasing Department and were publicly opened on September 8, 2017 at 11:00 a.m., local time.

A proposal review committee consisting of staff from the City's Planning Department, the City Manager and the Community Planner from the Development Authority reviewed the proposals for compliance with the required specifications. All five (5) companies provided acceptable proposals and each provided similar pricing structures. Three (3) of the companies were invited to give a presentation on their proposal, and it was determined from those interviews that Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners P.C., was the most qualified to perform the study.

A contract in the amount of \$54,975 between the City and Saratoga Associates has been prepared and is attached for City Council consideration. The attached resolution approves the contract and authorizes the City Manager to execute it on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Contract with Saratoga Associates for the City of Watertown Downtown Riverfront Parks Connection Feasibility Study

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa L.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown has been awarded grant funding from the New York State Department of State for the Downtown Riverfront Parks Connection Feasibility Study, and

WHEREAS on August 11, 2017 the City issued a Request for Proposals (RFP) for the project, and

WHEREAS five (5) proposals were submitted to the City’s Purchasing Department on September 8, 2017, and

WHEREAS a proposal review committee reviewed the proposals and interviewed three firms and determined that Saratoga Associates was the most qualified, has the proven ability and competitive pricing to complete the study within the project budget, and

WHEREAS a contract has been developed for the project between the City of Watertown and Saratoga Associates,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York, hereby approves the contract between Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners P.C., a copy of which is attached and made part of this resolution, to conduct the Downtown Riverfront Parks Connection Feasibility Study for an amount not to exceed \$54,975, and

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

Seconded by

AIA[®] Document B102[™] – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Fifth day of March in the year Two Thousand Eighteen
(*In words, indicate day, month and year.*)

BETWEEN the Owner:
(*Name, legal status, address and other information*)

City of Watertown
245 Washington Street
Watertown, New York 13601
Telephone Number: 315-785-7724

and the Architect:
(*Name, legal status, address and other information*)

Saratoga Associates, Landscape Architects, Architects, Engineers, and Planners P.C.,
Professional Corporation
109 South Warren Street, Suite 400
Syracuse, New York 13202
Telephone Number: 315-288-4286

for the following Project:
(*Name, location and detailed description*)

Downtown-Riverfront Parks Connection Feasibility Study For City Of Watertown
Watertown, NY

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Task 1 – Project Kick-off Meeting

The Architect will participate in a Project Kick-Off Meeting with the Owner to discuss the following:

- Discuss/identify project goals and objectives.
- Identify existing relevant information (reports, GIS data sets, etc.) that will be forwarded to the Architect.
- Identify a project Advisory Committee that will be made up of local business owners, City personnel, and other stakeholders. It is anticipated that the formulation of this group will be undertaken by the City and that the Advisory Committee will be in attendance at this meeting.
- Confirm public outreach approach.
- Identify and discuss responsibilities of the Architect, City, and the Advisory Committee.
- Confirm the boundaries of the study area.
- Confirm (refine as needed) the Project timeline, scope of work, deliverables, and deadlines.
- Discuss the requirements and need for survey services.

Participation in a site walk, immediately upon completion of the meeting will be arranged by the Owner prior to initiating this Task.

Task 1 Deliverables

1. Project Kick-Off Meeting.
2. Meeting notes (provided in PDF format).

Task 2 – Site Reconnaissance

The Architect will complete a desktop study in order to develop a base map suitable for a feasibility study. All information is assumed to be publicly available. The following is anticipated:

- Boundaries and Site Survey – The Architect will collect tax map/parcel (from County) data and aerial photographs of the defined Study Area. The anticipated area, as previously described will be from Public Square to Veterans Memorial Riverwalk to Whitewater Park. Using this information the Architect will be able to identify land ownership of each applicable parcel within the Study Area, as well as the properties relationship to adjacent roadways and sidewalks. All work contained in Task 2 will be completed using

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ESRI ArcGIS software.

- Existing Conditions Inventory – Using the data collected above and supplemented by roadway data (i.e. road centerline, where available), the Architect will be able to evaluate the potential right-of-ways (assumed to be area between curb line and building front/property boundary), identify existing bicycle and pedestrian accommodations, above ground utility locations (e.g. visible utility poles), and locations of mature trees. In addition, the Architect will collect data related to flood hazard areas and base flood elevation, hydrological data, and historical structures. The Architect will contact New York State Historic Preservation Office in order to identify known archaeological resources within the study area. Contours will be developed utilizing publically available digital elevation models (contour interval and accuracy will be determined based on available data). While not suitable for construction purposes, it will illustrate the general grade changes that are present within the Study Area.
- Building Inventory – This will be completed based on a combination of aerial photographs and a site visit to photograph building facades. Any visual issues or obstacles will be noted.
- Infrastructure – The Architect will discuss with the Owner mapping of infrastructure contained within the Study Area. Should the Owner (or County) have utilities mapped (in GIS format); the Architect will incorporate such information into the Task deliverable. If it is not available, only the above ground infrastructure that is visible using the aerial photographs will be identified.
- Transportation Systems – The Architect will provide observations as to the transportation system within and immediately adjacent to the Study Area. Condition of roadways and sidewalks are expected to be acceptable, but the Architect will visually document concerns identified by visual observations or as identified by the Owner. Bus stops will also be noted on the generated base map. Traffic counts and level-of-service analyses will not be conducted. During the completion of this Task, one site visit will be undertaken by the Architect to obtain such information as photos of existing buildings, visually identify potential construction related issues and pedestrian/vehicular corridors.

Task 2 Deliverables

1. Base map incorporating all collected data (provided in PDF format).
2. One site visit. Applicable notes related to visit will be completed (provided in PDF format).

Task 3 – Preliminary Schematic Design

The Architect will create three schematic designs in order to identify a safe, user friendly connection between the Public Square and Veterans Memorial Riverwalk, and from the Riverwalk to the Whitewater Park. While there may be many goals and design considerations to be addressed, it is anticipated that the following will be evaluated:

- Creating a “sense of arrival” as one approaches each park;
- Bicycle amenities;
- Lighting and other safety measures;
- Wayfinding; and
- Land ownership and potential right-of-way conflicts.

The Architect will develop two preliminary schematic designs prior to receiving feedback by the Owner and Advisory Committee. Based on any comments/concerns, a third schematic design will be completed. One of the three plans will be considered as the initial preferred alternative.

Task 3 Deliverables

1. Three color rendered preliminary schematic plans (provided in PDF format).
2. One color rendered perspective of a portion of the preferred plan (provided in PDF format).

Task 4 – Public Meeting #1

The Architect will conduct a public design workshop to review the three preliminary plans in order to solicit feedback from those in attendance. It is anticipated that those in attendance will agree with one plan or particular elements of all the plans. Ultimately, this meeting will result in a better understanding of the preferred plan and expanded “buy-in” into the planning process being undertaken. The Architect will facilitate this workshop, provide a presentation on the results of the above tasks, and will encourage attendees to actively participate in further

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development of the recommendations. The Owner will arrange an appropriate venue for this meeting and advertise said meeting.

Task 4 Deliverables

1. Public Meeting #1.
2. Presentation (provided in PDF of PowerPoint format).
3. Meeting notes (provided in PDF format).

Task 5 – Advisory Committee Meeting #2

The Architect will participate in a second Advisory Committee meeting. This meeting will serve as a debrief to the activities taken to date and next steps. The following will be discussed:

- Feedback received during the completion of Public Meeting #1.
- Potential changes to the designs previously developed by the Architect. This will be completed so that there is a clear path forward in order to develop a preferred design that can be supported by the City, Advisory Committee and public.

Task 5 Deliverables

1. Advisory Committee Meeting #2.
2. Meeting notes (provided in PDF format).

Task 6 – Preparation of Preferred Schematic Design

The Architect will create a final design upon receipt of all comments/suggestions from the Advisory Committee. The design will be reviewed to ensure constructability and a preliminary cost estimate (for entire construction and “phase one” construction [assuming phased construction]) will be developed. In addition, recommendations and consideration of green infrastructure, as appropriate, will be provided. The final design and cost estimate will be provided to the Advisory Committee electronically for review. Upon approval of the plan by the Advisory Committee, a perspective of the proposed project (phase one) may be developed.

Task 6 Deliverables

1. One color rendered preferred schematic plan (provided in PDF format).
2. One color rendered perspective of a portion of the preferred plan (provided in PDF format).
3. Cost estimate.

Task 7 – Public Meeting #2

The Architect will present the final preferred design to the public. The Architect will facilitate this meeting and provide a presentation on the results of the above tasks. The Owner will arrange an appropriate venue for this meeting and advertise said meeting.

Task 7 Deliverables

1. Public Meeting #2
2. Presentation (provided in PDF of PowerPoint format).
3. Meeting notes (provided in PDF format).

Task 8 – Final Design and Documentation

The Architect will revise the final design as appropriate, based any feedback collected in completing previous Task.

A report identifying the following will be developed:

- Identification of Project goals and objectives;
- Identification of physical and environmental constraints;
- Summary of public meetings;
- Illustration of the final design and alternatives;
- Construction cost estimate;
- Identification of federal, state and local permits that may be required; and
- Next steps.

The Feasibility Study will be provided to the City/Advisory Committee for two rounds of edits.

Init.

Task 8 Deliverables

1. Colored rendering of the final design (provided in PDF format)
2. One color rendered perspective (provided in PDF format).
3. Draft and final Feasibility Study (provided in PDF format).

Task 9 – Survey Services

Survey services to be provided for this Project will be discussed during Task 1. Potential services include:

1. Select survey services. This may entail discrete initiatives to collect additional detail on land ownership or right-of-way confirmation at select locations, minor topographical survey, etc. Exact needs will be identified.

Or

2. Phase one survey. Mapping can be completed for a limited Phase One construction. For the purpose of this proposal it is assumed that Phase One may extend from the Public Square to the Riverwalk entry (through the JB Wise parking lot). This route is approximately 1,100 feet in length. Within a fifty foot width, along this anticipated length, the Saratoga Team can provide one foot contours, and locate site features including but not limited to roads, concrete, curb lines and walls, buildings, utilities, fences, trees and light poles. Underground utilities will be based upon surface evidence. Invert elevations, pipe size and pipe material for accessible culverts, storm and sanitary structures within this boundary will also be provided. Underground utility locating services and boundary determination work are not included in this proposal.

Whichever method that is determined to serve the Project the best will be capped at the budget identified for this Task.

Task 9 Deliverables

1. To be determined based on completion of Task 1 and the determined effort. Survey data will be provided in PDF format.

Miscellaneous Project Items

1. It will be the responsibility of the Owner to ensure that the requirements of the funding agency (New York State Department of State, referred to as NYSDOS) is met. It is understood by the Architect that NYSDOS will be involved with the review of work products. The Owner will coordinate with NYSDOS as appropriate.
2. The Architect will provide all deliverables, as noted above. The Architect understands that the Owner and NYSDOS may require deliverables in a different format. The Architect, at the guidance of the Owner will provide in suitable digital formats, as appropriate.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 each occurrence and \$4,000,000 aggregate.

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User Notes:

(3B9ADA21)

.2 Automobile Liability

\$1,000,000 each accident.

.3 Workers' Compensation

\$1,000,000 each accident.

.4 Professional Liability

\$2,000,000 each claim and \$2,000,000 annual aggregate.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants/personnel with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. Although the transmitting party retains copyright, the receiving party may use the data and reproduce as they deem necessary. Any confidential data, as identified by the transmitting party shall be kept as such.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service as deemed necessary, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, and Sub-subcontractors, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service

Init.

solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

(Paragraphs Deleted)

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

(Paragraph Deleted)

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

(Paragraphs Deleted)

§ 4.2.4 If the parties can not resolve a dispute through a good faith effort, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs Deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

Init.

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

(Paragraphs Deleted)

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump sum amount of \$54,975.00 (Fifty-Four Thousand Nine Hundred Seventy-Five Dollar) which include \$1,500.00 (One Thousand Five Hundred Dollars) in reimbursable expenses. Amount invoiced to be determined based on percentage of work completed.

Survey services shall be capped at \$12,200.00. Should this fee not be used, it will be incorporated into the other project Tasks.

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2

(Paragraph Deleted)

Printing, reproductions, plots, standard form documents;

- .5 Postage, handling and delivery;

(Paragraphs Deleted)

- .3 All taxes levied on professional services and on reimbursable expenses;
- .4 Site office expenses; and
- .5 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

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User Notes:

(3B9ADA21)

N/A

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Payment of Architect's services shall be made within Thirty (30) days after invoice date. Amounts unpaid after Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

(Paragraph Deleted)

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other and the New York State Department of State, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 8.1 Architect will review hourly labor rates after one (1) year of contract execution and may adjust accordingly if warranted.

§ 8.2 The Architect will not engage in grant administration services. The Owner will provide these services and oversee that the work provided by the Architect meets the intent of Owners contract obligations with NYSDOS. The Architect will assist the Owner, as applicable, in satisfying these requirements as it relates to the Architects services described in this agreement.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

(Paragraph Deleted)

- .2 Other documents:

(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)

Proposal for *Downtown-Riverfront Parks Connection Feasibility Study for the City of Watertown, New York* (Saratoga Associates, September 8, 2017)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Sharon Addison, City Manager

(Printed name and title)

(Signature)

John Guariglia, Associate Principal/Secretary

(Printed name and title)

Init.

Res No. 11

February 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Thompson Park Pool and Bathhouse Preliminary Design Professional Services Agreement

At the January 2, 2018 meeting, City Council approved a \$2.4 million bond ordinance for the design, construction and inspection of a pool and bathhouse project.

The City Engineering Department issued a Request for Proposals for preliminary design services to eleven (11) firms on January 11, 2018 and received four (4) proposals on February 5, 2018. The project committee reviewed the RFPs and C&S Engineers of Syracuse, New York, has been selected to provide the preliminary design services in the amount of \$34,900.

As stated in the attached report of City Engineer Justin Wood, C&S brings tremendous experience with historic preservation and architectural design services and have been involved in rehabilitation projects at Thompson Park over the past couple of decades. Mr. Wood also suggests, and I concur, that Council consider combining the Splash Pad and Pool and Bathhouse projects for reasons stated in his report. I request that Council provide staff with direction on whether or not to combine these projects.

Attached for City Council consideration is a Resolution approving the Agreement for Professional Services.

RESOLUTION

Page 1 of 1

Approving Thompson Park Pool and Bathhouse Preliminary Design Professional Services Agreement, C&S Engineers, Inc.

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on January 11, 2018, the City issued a Request for Proposals, providing a scope of work for the provision of professional Engineering/Architectural services in connection with the Thompson Park Pool and Bathhouse Project, and

WHEREAS C&S Engineers, Inc. responded to the Request for Proposals with a document entitled "Proposal For City of Watertown, Thompson Park Pool and Bathhouse" dated February 5, 2018, responding to the scope of work to be performed, containing a fee for those services, and

WHEREAS the City of Watertown desires to enter into an Agreement with C&S Engineers, Inc. for the provision of the professional services outlined in the Engineer's Fee Proposal dated February 5, 2018 that provided a lump sum fee for a Preliminary Design Report Task's 1-4 as stated in the City of Watertown's Request for Proposals of the project based on a Lump Sum Cost in the amount of \$34,900, and

WEHREAS the provision of Engineering/Architectural services are professional services within the meaning of the New York General Municipal Law,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and C&S Engineers, Inc., a copy of which is attached and made a part of this resolution, in the amount of \$34,900, and

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

Seconded by:



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 27 February 2018

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Thompson Park Pool and Bathhouse
Preliminary Design Professional Services Agreement

Enclosed is a copy of the professional services agreement for the Thompson Park Pool and Bathhouse Project with C&S Engineers (C&S) Syracuse, NY, for City Council review and approval. The Engineering Department issued a Request for Proposals for design services to eleven (11) firms on January 11, 2018 and received four (4) proposals on February 5, 2018. After review of proposals by the project committee, C&S was selected based on excellent qualifications and similar project experience with historic preservation, renovations, and new construction of buildings and pools. C&S also designed two (2) successful pool renovation projects for the City of Watertown in 2013. Crawford & Stearns, Syracuse NY will be a sub-consultant on the design team, and brings tremendous experience with historic preservation and architectural design services, They have also been involved in rehabilitation projects at Thompson Park over the past couple decades for walls, stairs, and structures at the Olmsted designed park.

The agreement was created for the purposes of performing Preliminary Engineering Services for the Thompson Park Pool and Bathhouse project, in the amount of \$34,900. The scope of work includes preparation of a Design Report, with a summary of existing conditions and deficiencies, as well as preliminary design and cost estimates of a renovation option and new build option.

The design report will be presented to City Council at an upcoming Work Session this spring, for selection of preferred option to advance to final design and construction. At that point, the preliminary design phase will be complete, and a Final Design services agreement will be presented to Council for approval. The fee for the Final Design Supplemental Agreement is estimated at \$236,000, based upon the current scope of work and dependent on which option is selected.

At the January 2, 2018 City Council meeting, Council approved a \$2.4 Million bond ordinance for design, construction, and inspection of a pool and bathhouse project, thus no further action is needed to fund the project for design services.

Splash Pad Discussion:

I find it prudent to discuss the timing of the proposed Splash Pad project and design of the Thompson Park Pool and Bathhouse Project as they intertwine on many levels. The City and Parkitects (Project Designer) are wrapping up final details and design plans in preparation for bidding the project in the next week or two. The anticipated schedule for bidding, award by Council in April, procurement of materials, and construction in May-July puts completion and opening for public use into the July 2018 timeframe. The Splash Pad season will run as late as weather allows, but would likely conclude by the end of September, when temperatures drop.

Construction of the pool and bathhouse project will likely begin in the spring of 2019, with an anticipated 4-6 month construction period, depending on the final product. Construction of the pool and bathhouse and utilities, stockpiling of materials, earthwork, dump trucks hauling dirt and gravel along with other construction vehicles will create an undesirable affect on use and enjoyment of the splash pad next season. The area surrounding the Splash Pad and parking lot will be a construction zone and will need to be cordoned off with temporary construction fencing. Meanwhile, the Splash Pad will be drawing families with children to this area, which is less than ideal from a safety perspective. Closing the Splash Pad while the Pool and Bathhouse are under heavy construction will be strongly considered.

Co-locating the Splash Pad, Pool, and Bathhouse facility, as well the sidewalks and utilities that serve it are best achieved as a single project in 2019. Since the Splash Pad project has not been put out for bid yet, and we are moving forward with design of the Pool and Splash Pad Project, there is an opportunity for Council to combine the projects and plan the facilities together. This affords the City an opportunity to layout the facilities in a cohesive, functional layout, and minimizes construction safety concerns which may result in limited use of the splash pad in 2019. It will also save the City the cost of installing temporary restroom trailers this summer for the Splash Pad, and provide cost saving efficiencies for construction of all three facilities since the site would be clear of families and children using the splash pad immediately adjacent to the pool and bathhouse.

Please request City Council's direction whether to incorporate the Splash Pad project into the Pool and Bathhouse plans, or to proceed with bidding and construction.

Cc: Jim Mills, Comptroller
Amy Pastuf, Purchasing Manager
Erin Gardner, Superintendent of Parks and Recreation
Michael Lumbis, Planning & Community Development Director

10TH MOUNTAIN
DIVISION MONUMENT

EAST
DRIVE TOWER

SPLASH
PAD

POOL

MATERIAL
STOCKPILE

BATHHOUSE

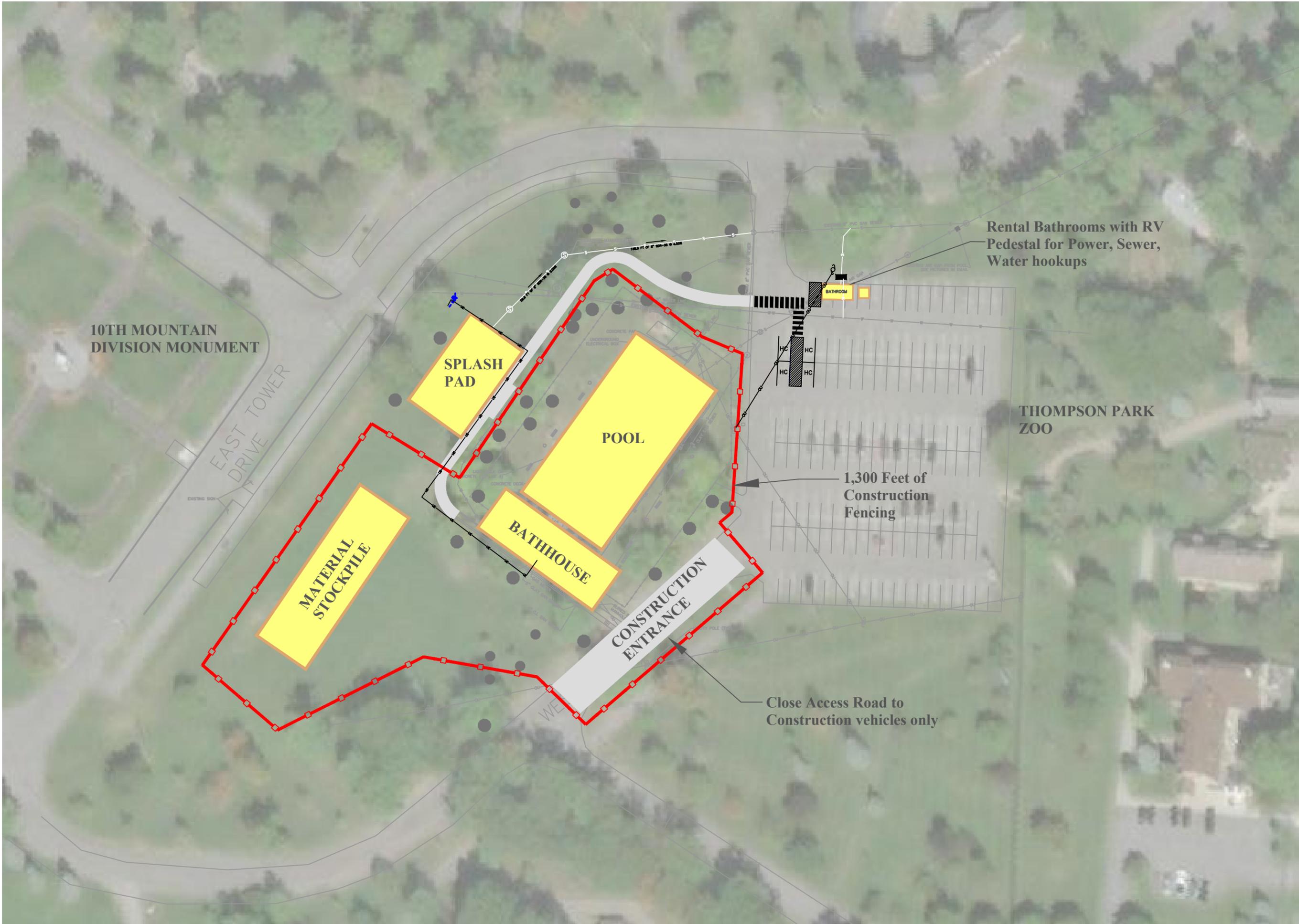
CONSTRUCTION
ENTRANCE

Rental Bathrooms with RV
Pedestal for Power, Sewer,
Water hookups

THOMPSON PARK
ZOO

1,300 Feet of
Construction
Fencing

Close Access Road to
Construction vehicles only



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this day of March, 2018, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and C&S Engineers, Inc. a New York professional corporation with principal offices located at 499 Col. Eileen Collins, Blvd, NY 13212 ("Engineer").

RECITALS

WHEREAS, on January 11, 2018, the City issued a Request for Proposals, providing a scope of work for the provision of professional Engineering/Architectural services in connection with the Thompson Park Pool and Bathhouse Project ; and

WHEREAS, Engineer responded to the Request for Proposals by a document entitled "Proposal For City of Watertown ,Thompson Park Pool and Bathhouse " dated February 5, 2018, responding to the scope of work to be performed, containing a fee for those services; and

WHEREAS, the City to desires to enter into an Agreement with C&S Engineers Inc. for the provision of the professional services outlined in the Engineer's Fee Proposal dated February 5, 2018 that provided a lump sum fee for a Preliminary Design Report Task's 1-4 as stated in the City of Watertown's Request for Proposals of the project based on a Lump Sum cost; and

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

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Engineer for the City in connection with the Thompson Park Pool and Bathhouse Preliminary Design Report, is a lump sum fee of \$34,900.00 as set forth in the City of Watertown's Thompson Park Pool and Bathroom Request for Proposals "Scope of Work", dated February 5, 2018.

Services will consist of Preliminary Design Report, including a Summary of Existing Conditions, Pool and Bathhouse Renovation Concept option and a Pool and Bathhouse new build option, which will include preparation of the Preliminary Design Report, and engineer's estimate. The professional services agreement does not include any services provided after completion of Preliminary Design Report.

As such the Engineer's services under this Agreement shall be deemed complete upon completion of the scope of services set forth in Exhibit "A";

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

Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall

provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

2. City Representative.

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

3. City to Provide File Documents.

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

4. City Property.

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

5. Term of Agreement.

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction, no later than April 20, 2018 as more particularly set forth in Exhibit A.

6. Payment.

The Engineer shall submit an invoice for the entire lump sum amount after the completion of the scope of services set forth in Exhibit "A". Such invoice is due and payable within thirty days of receipt.

7. Disputes.

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

8. Notices.

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

To the Engineer: C&S Engineers, Inc.
 499 Col. Eileen Collins Blvd.
 Syracuse, NY 13212

WHEREFORE, the parties have signed this Agreement this day of
March , 2018.

CITY OF WATERTOWN

By:

Sharon Addison
City Manager

By:

Ronald Detota II, P.E.
C&S Engineers Inc.

EXHIBIT "A"
SCOPE OF SERVICES and FEE PROPOSAL

EXHIBIT "A"



SCOPE OF WORK THOMPSON PARK POOL AND BATHHOUSE PROJECT

1. Summary of Existing Conditions:

Evaluate and provide a comprehensive existing conditions summary of the Pool and Bathhouse Facilities. Identify deficiencies, building code issues, functional constraints, and shortcomings versus a modern pool and bathhouse facility.

2. Develop a Pool and Bathhouse - Renovation Concept:

Develop a conceptual renovation plan and cost estimate for the Pool. Renovation shall include installation of a new shell or liner system, ADA accessible ramp, replacement of drain and recirculation lines and pool appurtenances as needed, as well as replacement of the filtration system with an above ground system. Also include general site improvements including a new concrete deck, fencing, lighting, drainage and grading, etc.

Develop a conceptual renovation plan and cost estimate for the Bathhouse, with provisions for year round use and to serve as a warming space for winter activities. Renovation shall include demolition of the existing toilet & shower wings, and construction of new larger ADA compliant facilities, sized to meet the occupant load of the renovated pool and future splash pad. Renovation plan shall include new plumbing, lighting, electrical, HVAC, life safety systems, and other code required improvements. The original bathhouse structure shall be renovated to meet ADA compliance with updated finishes, doors and windows, etc, including possible modifications to walls and reconfiguration of spaces. Include site and utility improvements for at-grade access to new sidewalks, grading, and landscaping.

3. Develop a Pool and Bathhouse - New Build Concept:

Develop a concept plan and cost estimate to demolish the existing pool and bathhouse, and construct new facilities at the site, assuming a pool of similar size and occupant load that includes the future splash pad. The bathhouse will be open year round to serve as a bathroom facility for Thompson Park and warming space for winter activities. The concept plan shall include the proposed facility size and floor plan, elevation drawings, renderings and associated information necessary to verify code requirements. The proposed splash pad shall be considered and collocated as part of the master site plan for the new facilities. Site and utility improvements, including the possibility of additional parking spaces adjacent to the new bathhouse shall be included in the concept plan.

4. Prepare a Preliminary Design Report:

Prepare a preliminary design report incorporating the existing conditions summary, renovation and new build concepts, with recommendations and deliverables listed in Items 1 - 3. The report will include an Engineer's estimate for each concept, with an estimated construction timeline. Consultant will review the Design Report with City Council, upon which a concept plan will be selected to progress to final design.

EXHIBIT "A"

II. Proposed Timeline

- | | |
|---|----------------|
| 1. Proposals due to Engineering Department: | Feb. 5, 2018 |
| 2. PSA approved by City Council: | March 5, 2018 |
| 3. Project kickoff meeting: | March 8, 2018 |
| 4. Draft Design Report submitted | April 20, 2018 |

Res No. 12

February 28, 2018

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Agreement for Public Benefit Services,
Disabled Persons Action Organization Foundation

At the January 8, 2018 City Council Work Session, representatives from Disabled Persons Action Organization (DPAO) presented Council with the economic impact the summer concert series has on the City of Watertown. It was requested that Staff look at a three-year agreement to negotiate reduced fees for the use of the Watertown Municipal Arena, Fairgrounds and Thompson Park for concerts or shows.

Superintendent Erin Gardner and I met with representatives from the DPAO Foundation and both parties mutually agreed to the terms in the Agreement.

I recommend City Council approve the attached Resolution and Agreement for Public Benefit Services Between the City of Watertown and the Disabled Persons Action Organization Foundation.

RESOLUTION

Page 1 of 2

Approving Agreement for Public Benefit Services, Disabled Persons Action Organization Foundation

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the Disabled Persons Action Organization Foundation (“the Foundation”) provides quality and effective individualized services to developmentally disabled children and adults in the City of Watertown, and

WHEREAS the work of the Foundation serves the public and/or municipal purposes set forth at Section 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City of Watertown, and

WHEREAS the City of Watertown (City) desires to enter into a contract with the Foundation to provide those services which fall within the ambit of General City Law Section 21 in furtherance of the City’s “public or municipal purposes,” and

WHEREAS the City owns a public park known as The Alex T. Duffy Fairgrounds (the “Fairgrounds”) located in the City of Watertown and the Fairgrounds is home to the Watertown Municipal Arena, and

WHEREAS the City further owns a public park known as the John C. Thompson Park (“Thompson Park”), and

WHEREAS the Foundation promotes and, in part, funds its services through the sponsorship of music concerts at the Fairgrounds, which concerts also serve to promote amusement and recreational opportunities in the City, which is also a valid City public or municipal purpose and may, in the future, sponsor concerts or other performances at Thompson Park, and

WHEREAS the City desires to provide both financial and in-kind services in support of the Foundation’s operations including, but not limited to, providing a venue at reasonable cost to the Foundation in order to facilitate the Foundation’s promotion of public or municipal purposes,

RESOLUTION

Page 2 of 2

Approving Agreement for Public Benefit Services, Disabled Persons Action Organization Foundation

- Council Member HENRY-WILKINSON, Ryan J.
- Council Member HORBACZ, Cody J.
- Council Member RUGGIERO, Lisa A.
- Council Member WALCZYK, Mark C.
- Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement for Public Benefit Services Between the City of Watertown and Disabled Persons Action Organization Foundation, a copy of which is attached and made a part of this resolution, and

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

Seconded by:



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



ERIN E. GARDNER
Superintendent

Date: February 28, 2018
To: The Honorable Mayor and City Council
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Agreement of Public Benefit Services with Disabled Persons Action Organization Foundation

The Superintendent of the City of Watertown Parks and Recreation Department recommends that we enter into an Agreement for Public Benefit Services with the Disabled Persons Action Organization Foundation.

This agreement will start on April 1, 2018 and expire on March 31, 2021. As part of this agreement, the Foundation will pay the City a flat fee of \$4,000.00 per concert or show in the Arena and \$6,000.00 per concert or show at the Fairgrounds.

Superintendent Gardner will be in attendance at the meeting to answer questions.

AGREEMENT FOR PUBLIC BENEFIT SERVICES

BETWEEN

THE CITY OF WATERTOWN, NEW YORK

and

DISABLED PERSONS ACTION ORGANIZATION FOUNDATION

This Agreement made this ____ day of February, 2018, by and between the City of Watertown, New York (the “City”) and Disabled Persons Action Organization Foundation (“the Foundation”).

PREAMBLE

WHEREAS the Foundation provides quality and effective individualized services to developmentally disabled children and adults in the City of Watertown; and

WHEREAS the work of the Foundation serves the public and/or municipal purposes set forth at Section 21 of the New York General City Law, and, thereby, promotes the general welfare of the citizens of the City; and

WHEREAS the City desires to enter into a contract with the Foundation to provide those services which fall within the ambit of General City Law Section 21 in furtherance of the City’s “public or municipal purposes;”

WHEREAS the City owns a public park known as The Alex T. Duffy Fairgrounds (the “Fairgrounds”) located in the City of Watertown and the Fairgrounds is home to the Watertown Municipal Arena; and

WHEREAS the City further owns a public park known as the John C. Thompson Park (“Thompson Park”); and

WHEREAS the Foundation who assists people with special needs, promotes and, in part, funds its services through the sponsorship of music concerts at the Fairgrounds, which concerts also serve to promote amusement and recreational opportunities in the City, which is also a valid City public or municipal purpose and may, in the future, sponsor concerts or other performances at Thompson Park; and

WHEREAS the City desires to provide both financial and in-kind services in support of the Foundation's operations including, but not limited to, providing a venue at reasonable cost to the Foundation in order to facilitate the Foundation's promotion of public or municipal purposes;

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

AGREEMENT

Article I DESCRIPTION OF SERVICES. The Foundation will continue to provide services to disadvantaged persons in the City, thereby promoting the general welfare of the City. The Foundation desires to obtain funding of those services, in part, through the sponsorship of concerts and other events at Watertown Municipal Arena, all of which are deserving of public support to the end of assisting the City in meeting its responsibilities and authority under Section 21 of the General City Law.

Article II TERM OF THIS AGREEMENT. The term of this Agreement shall be for a three-year period from April 1, 2018 through March 31, 2021.

Article III MANNER OF CITY'S FINANCIAL SUPPORT. The City agrees to support the Foundation's promotion of the public welfare by allowing the Foundation to pay reduced fees for the use of the Watertown Municipal Arena on the following schedule:

Municipal Arena Concert/Show	\$4,000.00 per show
Fairgrounds Concert/Show	\$6,000.00 per show
Food/Non-alcoholic beverage Concert/Show	

The City further agrees to allow the Foundation to utilize Thompson Park on agreed-upon dates for similar concerts or shows, and will negotiate in good faith to arrive at reasonable rates for Thompson Park's use and for its cleanup and restoration after any such event.

The Foundation will provide the City Department of Parks and Recreation with potential dates for concerts and/or shows.

Payment must be made by the Foundation to the City in advance of each concert or show.

Article IV FRANCHISE FOR SALE OF ALCOHOLIC BEVERAGES. The Foundation desires to provide for the sale of beer at the professional shows to be held pursuant to this Agreement, and the City grants such franchise upon the terms outlined in this section. The Foundation may provide such sales itself or enter into a sub-franchise agreement with a person or entity who or which shall obtain an appropriate State Liquor Authority license for beer sales for the Watertown Municipal Fairgrounds and/or Municipal Arena.

The Foundation, and any sub-franchisee agreement shall ensure that they shall be bound by the terms of the City’s “ABC Law, Rules and Guidelines,” as the same may, from time to time, be amended. A copy of the City’s current “ABC Law, Rules and Guidelines” is attached to this Agreement as Exhibit “A”. The Foundation and any sub-franchisee shall also be specifically bound by the terms and conditions of any license issued by the State Liquor Authority.

The Foundation or its sub-franchisee shall provide the City with a copy of any application for the license, and shall, at a minimum as part of the application, show the locations of all points of sale; indicate the manner in which control of the sale of alcoholic beverages will be maintained; contain an acknowledgement that it will discontinue the service of alcohol at any time when directed to do so by the shift supervisor of the Watertown City Police; provide proof of its liquor liability insurance coverage in the amount of \$1,000,000.00 individual/\$2,000,000.00 aggregate; and represent that the times of alcohol service must be no earlier than two hours prior to the commencement of any concert/show.

The Foundation acknowledges that, as either the provider or as the party responsible for the sub-franchisee, it is obligated not to permit the sale of alcoholic beverages in violation of the New York Alcoholic Beverage and Control Law, the New York Penal Law, and/or the New York General Obligations Law. If it is determined that the Foundation or its sub-franchisee has sold beverages in violation of any of the applicable rules and regulations, including any term of this agreement, the Foundation’s right to sell or contract with a sub-franchisee for the sale of alcohol on the premises will be immediately revoked.

The Foundation acknowledges that the City of Watertown is not involved in the sale of alcoholic beverages, and agrees to defend and indemnify the City, including reimbursement of the City’s reasonable attorneys’ fees, from any and all claims, civil or criminal, arising from any claimed violations of law pertaining to, or statutory duty arising from, the sale of alcoholic beverages.

- (1) Concerts/shows: At no time shall alcohol sales begin more than two hours prior to the start of the concert/show.
- (2) Other events: Approval of other events is at the discretion of the City Manger.

Article V MISCELLANEOUS OBLIGATIONS.

a. During concerts and/or shows, the Foundation shall keep the applicable City premises secure and keep unauthorized persons out of the designated concert/show area.

b. The City agrees that it will maintain the Fairgrounds and Municipal Arena. The Foundation acknowledges, however, that the City's employees are not responsible for the placement or removal of non-City equipment before, during or after any concert or show.

c. If all or any part of the Premises are damaged or destroyed by the Foundation, or by any of its agents or employees, or by any of the Foundation patrons, or during any event for which the Foundation is responsible, (for example, damage, or destruction to any City property), the Foundation agrees that it will immediately cause repairs or, if the City repairs the damage, that it will reimburse the City for such damage or destruction. The City reserves the right to close any non-paved or unimproved areas from parking in order to avoid damage to its fields and green areas.

Article VI PARKING FEES. Parking fees are inclusive in the fees represented in Article III.

Article VII INSURANCE. The Foundation agrees to name the City as an additional named insured for its liability coverages, and to provide proof of general liability insurance in the amount of \$500,000/\$1,000,000 combined single limit. The Foundation shall provide the City with copies of its declaration pages for the policy or policies during the duration of each concert or event. The Foundation's policies of insurance may not limit the City's coverage as an additional insured to vicarious liability issues only.

Article VIII HOLD HARMLESS. The Foundation shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expense arising out of any liability or claim of liability for injury or damages to persons or to property sustained by any person or entity by reason of the Foundation's operation, use, or occupation of the Premises, or by or resulting from any act or omission of the Foundation or any of its officers, agents, employees, guests, patrons or invitees. The liability insurance in the type and amounts identified at Section X, naming the City as an additional named insured, shall be sufficient for purposes of meeting the Foundation's obligations under this paragraph.

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

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

To The Foundation: Tim Dermady, Foundation Director
Disabled Person Action Organization Foundation
617 Davidson Street
Watertown, New York 13601

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

IN WITNESS WHEREOF, the City of Watertown and Disabled Persons Action Organization Foundation have caused this Agreement to be executed by authorized agents to be effective as of the date heretofore written.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Sharon Addison, City Manager

DISABLED PERSONS ACTION ORGANIZATION
FOUNDATION

By: _____
Tim Dermady, Foundation Director

ABC Law Rules and Guidelines

- You must provide the City of Watertown with a copy of your license certificate at least 24 hours before the start of your event.

- You as the licensee are responsible for the activities of employees and patrons in all parts of the licensed premises, even if you are not always physically present, to ensure that the business is operating in accordance with the ABC Law.
- Your license certificate must be displayed so that it is in a conspicuous place inside the premises near the point of sale. Copies of the certificate for posting purposes are not acceptable.
- If you wish to make any changes in the structure of your corporation, or if you wish to change the individuals on the license, you must file the appropriate application and obtain approval from the Authority before making these changes.
- Appropriate books and records detailing purchases with invoices and the amount of each sale must be maintained at the premises and made available for inspection by SLA investigators.
- Bartenders, waitresses, waiters, hostesses and/or any persons who handle and receive payment for alcoholic beverages must be at least 18 years old.
- Bus persons and dishwashers who handle containers which have held alcoholic beverages must be at least 16 years old and must be directly supervised by someone at least 21 years old.
- According to Section 260.21 of the Penal Law, persons under the age of 16 must be accompanied by a parent or guardian to enter an on premises establishment.
- Alcoholic beverages must be consumed on the premises.
- Hours of sale are determined by the closing hours in the county where your establishment is located and your license/permit. Be sure you know the proper hours.
- You must have a valid bond in effect at all times.
- Purchases of alcoholic beverages must be made from duly licensed manufacturers and wholesalers. Purchases from retail stores or from any other retail licensee for resale are not permitted.
- Gambling of any type, either professional or social, is not permitted on any licensed premises. Exceptions are the sale of lottery tickets when licensed by the

Division of the Lottery and bingo or games of chance when authorized by the State Racing and Wagering Board.

- Refilling or tampering with the contents of any container containing alcoholic beverages is not permitted.
- An alcoholic beverage must be dispensed from the container in which it was received from the wholesaler.
- Any plans to make major physical changes or to substantially alter the licensed premises in any way may require permission from the authority prior to construction.
- Patrons may consume drinks purchased before closing hours up until one-half hour after the legal closing hours.
- To prevent sales to minors, ask for proof. It is a crime to give or sell alcoholic beverages to anyone under the age of 21. You should instruct your employees to check for proof of age before selling any alcoholic beverages. Acceptable documents for identification:
 - Valid New York State driver's license or a valid driver's license from any other state or Canada.
 - Valid identification issued by the New York Department of Motor Vehicles (non-Driver ID card).
 - Valid United States military identification.
 - Valid passport or visa from the United States government or any other country.

**College ID OR Sheriff's ID Cards
are *NOT* acceptable Proof of Age.**

- Have a written policy on what you expect from employees when making alcoholic beverage sales and post the policy for all employees to see.
- Post a "Date Born After" sign in close proximity to all cash registers.
- Establish an ongoing training and education program for all employees.
- Be sure your bartenders, wait staff and clerks understand that they can be arrested for selling alcoholic beverages to minors and/or intoxicated people.
- Support your employees when they refuse to make a sale.
- Encourage responsible drinking when advertising your establishment. Do not use advertising and/or promotions which are designed as inducements for teenagers to drink.

Recognize the signs of intoxication

Slurred speech

Mood swings

The smell of alcohol

Loud, abusive, profane language

Staggering or falling

Res No. 13

February 28, 2018

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Re-adoption of the Fiscal Year 2017-18 General Fund Budget and Fiscal Years 2017-18 through 2021-22 Capital Fund Budget

The attached resolution re-adopts the Fiscal Year 2017-18 General Fund Budget and Fiscal Years 2017-18 through 2021-22 Capital Fund Budget to fund the City's betterment costs associated with New York State Department of Transportation's Arsenal Street bridge project.

RESOLUTION

Page 1 of 2

Readopting Fiscal Year 2017-18
General Fund Budget and Fiscal
Years 2017-18 through 2021-22
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa L.
Council Member WALCZYK, Mark C.
Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

Introduced by

WHEREAS on June 5, 2017 the City Council passed a resolution adopting the Budget for Fiscal Year 2017-18, of which \$42,702,845 was appropriated for the General Fund, and

WHEREAS on June 5, 2017 the City Council adopted the Capital Program Budget for the Fiscal Years 2017-18 through 2021-22, and

WHEREAS on October 16, 2017 the City Council passed a resolution re-adopting the General Fund Budget for Fiscal Year 2017-18 in the amount of \$42,827,845 to include \$125,000 of funding for the Thompson Park wall repair, and

WHEREAS on December 4, 2017 the City Council passed a resolution re-adopting the General Fund Budget for Fiscal Year 2017-18 in the amount of \$43,292,845 to include \$70,000 for the hydro-electric windings cleaning project, \$225,000 for the Massey Street Fire Station roof replacement and \$170,000 for the City’s share of the Thompson Park splash pad, and

WHEREAS on February 20, 2018 the City Council passed a resolution re-adopting the General Fund Budget for Fiscal Year 2017-18 in the amount of \$43,296,545 to include \$3,700 for a youth softball league, and

WHEREAS the Adopted Fiscal Year 2017-18 General Fund and Capital Fund Budgets did not contain funding for the Arsenal Street bridge replacement project betterments for lighting and drainage in the amount of \$176,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby amends the Capital Program Budget for the Fiscal Years 2017-18 through 2021-22 to add the Arsenal Street bridge replacement project betterments for lighting and drainage, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2017-18 in the total amount of \$43,472,545 to include \$176,000 for the Arsenal Street bridge replacement project betterments for lighting and drainage, and

RESOLUTION

Page 2 of 2

Readopting Fiscal Year 2017-18
General Fund Budget and Fiscal
Years 2017-18 through 2021-22
Capital Budget

Council Member HENRY-WILKINSON, Ryan J.

Council Member HORBACZ, Cody J.

Council Member RUGGIERO, Lisa L.

Council Member WALCZYK, Mark C.

Mayor BUTLER, Jr., Joseph M.

Total

YEA	NAY

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

Revenue and Appropriated Fund Balance

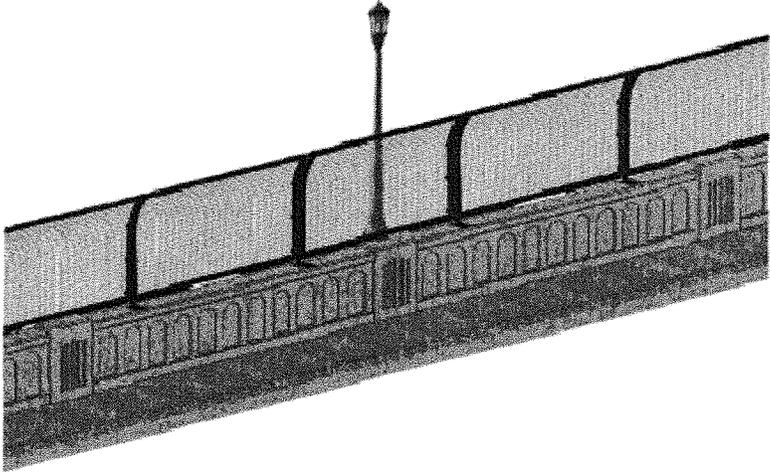
A.0000.0909 Fund Balance	<u>\$ 176,000</u>
Total Appropriated Fund Balance	<u>\$ 176,000</u>

Expenditures

A.9950.0900 Transfer to Capital Projects Fund	<u>\$ 176,000</u>
Total Expenditures	<u>\$ 176,000</u>

Seconded by

FISCAL YEAR 2017-2018
 CAPITAL BUDGET
 INFRASTRUCTURE
 BRIDGES

PROJECT DESCRIPTION	COST
<p>Arsenal Street Bridge Replacement Betterments</p> <p>As part of the NYSDOT Arsenal Street Bridge Replacement project over the CSX tracks, twenty (20) ornamental lights will be installed and drainage improvements will be made to Exchange Street. These improvements are considered betterments and are the responsibility of the City of Watertown to fund and maintain.</p> <p>Lighting - \$157,000 Drainage -\$ 19,000</p>  <p>Funding to support this project will be from a transfer from the General Fund (A.9950.0900).</p>	<p>\$176,000</p>
TOTAL	\$176,000

Res No. 14

March 2, 2018

To: City Council Members
From: Joseph M. Butler, Jr., Mayor
Subject: Approving Agreement for Professional Services with John C. Krol

At the February 20, 2018 Meeting, City Council approved the Proposal to Facilitate the Recruitment of a City Manager for the City of Watertown.

Attached for Council consideration is an Agreement for Professional Services with Mr. Krol so that he can commence his efforts as soon as practicable.

RESOLUTION

Page 1 of 1

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

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Introduced by

WHEREAS the Watertown City Council has determined not to renew the Employment Agreement of the Watertown City Manager beyond its expiration on June 30, 2018, and

WHEREAS on February 20, 2018, the Watertown City Council approved the proposal to retain the services of John C. Krol to facilitate the recruitment of the City Manager candidates, and

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

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

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

BE IT FURTHER RESOLVED that the Mayor shall sign the Professional Services Agreement on behalf of the City and ask Mr. Krol to commence his recruiting efforts as soon as practicable.

Seconded by

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ____ day of March, 2018 by and between John C. Krol, 41 St. Lawrence Avenue, Waddington, New York 13694 ("Krol") and the City of Watertown, New York, a municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City").

WITNESSETH

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

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

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

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

Now therefore the parties agree as follows:

AGREEMENT

1. Scope of Services.

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

2. Fees for Services.

For performance of the services identified in Exhibit "A," the City agrees to pay Krol a fixed fee of \$12,000.00, payable as follows:

a. 10% (or \$1,200.00) upon the signing of a Professional Services Agreement for the above services;

b. 30% (or \$3,600.00) upon Krol's submission of all resumes received by the deadline date to the City Council, along with a summary spread sheet of the applicants' primary education and experience qualifications; and

c. 60% (\$7,200.00) at the time that the City's offer of employment is accepted by that candidate.

If, for any reason, the City Council requires that the position offering be re-advertised and/or re-initiates the recruitment process, Krol shall continue to facilitate said recruitment for an additional fixed fee of \$3,000.00, payable at the time that said recruitment is re-initiated.

3. Reimbursable Expenses.

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

4. No Other Fees.

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

5. Term of Agreement.

This Agreement shall commence on signing of this Agreement and shall continue until the City's offer of employment to a City Manager candidate is accepted, in writing, or sooner if earlier terminated by either party upon thirty (30) days' notice. If the City terminates Krol's services for any reason whatsoever, Krol shall be entitled to reimbursement of

all expenses to the effective date of termination, together with a fee at the hourly rate of \$100.00, calculated from the time of this Agreement to the effective date of termination, in an amount not to exceed \$6,000.00.

6. Entire Agreement.

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

WHEREFORE, the parties have entered into this Agreement this ____ day of March, 2018.

John C. Krol

City of Watertown
By: Hon. Joseph M. Butler, Jr., Mayor

Ord No. 1

February 28, 2018

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Bond Ordinance – Flower Avenue East Reconstruction

Included in the Fiscal Year 2017-18 Capital Budget was the reconstruction of Flower Avenue East at an estimated cost of \$4,075,000. Earlier tonight City Council was presented with a resolution to accept the bid submitted by Luck Brothers, Inc. If the resolution was approved, City Council needs to consider approving a bond ordinance to finance the project.

Luck Brothers, Inc.	\$ 3,299,283
Bonding fees and contingency	<u>50,717</u>
Total	<u>\$ 3,350,000</u>

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
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 March 5, 2018, 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 MARCH 5, 2018.

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

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

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

Section 1. For paying the costs of the reconstruction of Flower Avenue East in and for the City, including street repaving, sidewalks and related right-of-way improvements, and storm sewer, water main and sanitary sewer work, in and for the City of Watertown, Jefferson County, New York, including incidental expenses in connection therewith, a class of objects or purposes, there are hereby authorized to be issued \$3,350,000 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 \$3,350,000 and that the plan for the financing thereof is by the issuance of the \$3,350,000 bonds of said City authorized to be issued pursuant to this bond ordinance; provided, however, that the amount of bonds ultimately to be issued will be reduced by the amount of any State and, or Federal aid or any other revenue received by the City from other sources for such specific object or purpose, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is fifteen years, pursuant to subdivision ninety-one of paragraph a of Section 11.00 of the Local Finance Law, as said class shall consist of objects or purposes with a period of probable usefulness of at least fifteen years under one or more of subdivisions 1, 3, 4 or 20 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

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, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, 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. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the City Comptroller. Such notes shall be of such terms, form and contents as may be prescribed by said City Comptroller consistent with the provisions of the Local Finance Law.

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

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

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

Council Member HENRY-WILKINSON, Ryan J.
 Council Member HORBACZ, Cody J.
 Council Member RUGGIERO, Lisa A.
 Council Member WALCZYK, Mark. C.
 Mayor BUTLER, Jr., Joseph M.
 Total

YEA	NAY

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

Section 12. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. 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 13. 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

Council Member HENRY-WILKINSON, Ryan J.
Council Member HORBACZ, Cody J.
Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total

Table with 2 columns: YEA, NAY. It is currently empty.

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

Unanimous consent moved by 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

_____, 2018
Mayor

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

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

That I have compared the annexed extract of the minutes of the meeting of the Council of said City, including the ordinance contained therein, held on March 5, 2018, 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.

ORDINANCE

An Ordinance Authorizing the Issuance of \$3,350,000 Bonds of the City of Watertown, Jefferson County, New York, to Pay the Costs of the Reconstruction of Flower Avenue East, Including Street Repaving, Sidewalks and Related Right-of-Way Improvements, and Storm Sewer, Water Main and Sanitary Sewer Work, in and for Said City

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Council Member RUGGIERO, Lisa A.
Council Member WALCZYK, Mark. C.
Mayor BUTLER, Jr., Joseph M.
Total

YEA	NAY

Page 6 of 6

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 Notice	Date of Posting
---	-----------------

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City on March _____, 2018

City Clerk
(CORPORATE SEAL)

Seconded by

Public Hearing – 7:30 p.m.

February 27, 2018

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Community Development Block Grant (CDBG) 2018 Annual Action Plan
Public Hearing

A Public Hearing has been scheduled for 7:30 p.m. on March 5, 2018, as part of the effort to gather public input for the preparation of the City's CDBG 2018 Annual Action Plan. Public participation is a key component in the development of the plan. In addition to the public hearing, staff sent email correspondence to the partner agencies identified in our CDBG Citizen Participation Plan and will be discussing the plan with Advantage Watertown members on March 8, 2018.

Last year, the City of Watertown was allocated \$819,505 by the U.S. Department of Housing and Urban Development (HUD) for the 2017-2018 Program Year. The city has not yet been notified of this year's funding amount but we expect that it will be approximately \$800,000.

At the February 12, 2018 City Council work session, Staff provided an overview of the CDBG program and discussed potential projects for inclusion in the 2018-2019 Annual Action Plan.

The proposed project ideas for the 2018-2019 Annual Action Plan that were presented at the meeting include the following:

1. Owner Occupied Housing Rehabilitation Program
2. Rental Housing Rehabilitation Program
3. Sidewalks - Huntington Street Phase 4
4. Academy Street Playground Improvements
5. Bus Shelters
6. Homeless Assistance
7. Fair Housing Education
8. Watertown City School District Backpack Program
9. Comprehensive Plan Funding
10. Program Administration

Since the City Council work session, Staff has received community input regarding the CDBG program including funding requests and ideas for projects. Staff is currently reviewing each of these requests in addition to the suggestions made by the City Council to determine whether or not they would be eligible for CDBG funding and how the projects might fit into the 2018-2019 Program Year budget.

Additional information regarding these requests, and any others that are received at the public hearing, will be provided to the Council at the March 19, 2018 meeting.



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 27 February 2018

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Pedestrian Safety Action Plan (PSAP)
Local Call For Projects - Application for Funding

NYS DOT is soliciting applications from municipalities seeking funding for pedestrian safety improvements. The program targets systematic improvements with a minimum funding request of \$250,000 to provide comprehensive safety improvements, rather than individual (stand alone) projects. The design, construction, and inspection of said improvements are eligible for reimbursement under this program. NYS DOT Region 7 expects to have less than \$2 Million for the entire region, however, we intend to apply for up to \$1.5 Million in funding. There is a local match of up to 10%, (\$150,000) which the city will be responsible for, pending the availability of additional state funding. All projects must be completed no later than December 31, 2021.

The funding will be used to upgrade as many as 15-20 signalized intersections with fully accessible pedestrian signals, greatly improving pedestrian safety and mobility at some of the most heavily traveled intersections in the City. Construction would likely take place in phases during 2019 and 2020. The upgrades will include pedestrian signals, push buttons, and handicap ramp replacement, curbing and asphalt patching as warranted. Replacement of the traffic signal poles and signal heads are NOT eligible for funding under this program.

I recommend the City apply for up to \$1.5 Million in funds, with a 10% local match. The application is due March 9, 2018, and notification of award is anticipated for late Spring 2018. If successful, the City will enter into a State-Local Agreement, similar to Factory St and Western Blvd, to obligate 100% of the first instance of funding. This will be shown as a 18-19 Fiscal Year Capital project, with 90% reimbursement.

Please forward to City Council for concurrence.

Cc: Jim Mills, City Comptroller
Eugene Hayes, Superintendent of Public Works
Mike Lumbis, Planning & Community Development Director



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 27 February 2018

TO: Sharon Addison, City Manager

FROM: Justin Wood, City Engineer

SUBJECT: Crosswalk Aesthetic Options

At the February 5, 2018 City Council meeting, Councilman Mark Walczyk inquired what type of aesthetic treatments can be used for crosswalks, such as street art, or painting the pavement with colors such as purple (Watertown School District colors), or red like the City of Oswego has done. While companies advertise a multitude of decorative treatments, patterns, and colors for crosswalks, there are very specific guidelines which can be legally applied to streets.

The Manual of Uniform Traffic Control (MUTCD) and the Federal Highway Agency (FHWA) provide the federal regulations and traffic safety guidance which govern crosswalk treatment design. A Question and Answer section from MUTCD is attached for your reference, as well as an official ruling from FHWA, which lays out very specific guidance for crosswalk aesthetics.

- Purple is not an acceptable color for crosswalks, nor is any color except earth tone colors such as red, rust, brown, burgundy, and tan.
- Crosswalk art with freeform designs have been determined to degrade the contrast of the white transverse lines, reduce safety by creating a false sense of security for both motorists and pedestrians. Thus crosswalk art is prohibited.
- Crosswalk treatments must be consistent, repetitive, and expected so as not to be a source of distraction. Examples of acceptable treatments include brick lattice patterns, paving bricks, paving stones, setts, cobbles, or other resources designed to simulate such paving.

As part of the Public Square Reconstruction Project in 2007-2008 a reddish synthetic asphalt product with brick stamped pattern, was used for crosswalk treatments. This material typically lasts approximately 15 years, and is nearing the end of its useful life.

As part of the Factory Street Reconstruction Project in 2017, a reddish brick pattern thermoplastic product was installed by heating the pavement and bonding the plastic to the asphalt. This product cost approximately \$200 per square yard depending on total quantity of work and associated mobilization costs. This is a specialized application with specialized equipment which would be contracted out for installation.

The basic crosswalk treatment consists of continental style, bar pair, or the ladder style, all of which can be installed with 3M thermoplastic tape, water based paint or epoxy based paint. (See attached diagram of different styles). Costs to install typical crosswalks by DPW range from \$500-\$1,500 depending on treatment and size. Paint applied treatments are freshened up annually by DPW crews, while the 3M tape can last two or more years depending on the damage from vehicles and snowplowing.

To compare the upfront costs between treatments, consider a 6' x 48' crosswalk, ~288 square feet

- Thermoplastic Crosswalk (Factory St) - \$6,400
 - o Plus mobilization costs
- Pavement Marking Tape Crosswalk Ladder - \$1,300
- Standard Painted Crosswalk Ladder - \$500
 - o \$15/gallon white paint
- Red Painted Crosswalk with two white transverse lines – \$550
 - o \$30/gallon red paint
 - o Red, rust, and other earth tone type colors are allowed.

Basic crosswalk markings consisting of two transverse lines have been a common application in recent decades; however, they have fallen out of favor by the traffic safety community and City of Watertown, in lieu of higher visibility marking styles such as continental. FHWA found that continental markings are detected at about twice the distance upstream as the transverse markings during daytime conditions. This increased distance meant that drivers traveling at 30 mph had eight additional seconds of awareness of crossing pedestrians.

Crosswalks with two transverse lines are the least preferred style from a safety perspective. While painting the area between the two white transverse lines may slightly improve visibility, they are not recommended as a standard application, since higher visibility applications exist to protect pedestrians. Enhanced crosswalk treatments using colored pavement within the crosswalk zone should be limited to strategic locations and signalized intersections, if done solely for aesthetics. This focus provides a balance of enhancing select crosswalks for streetscape areas such as downtown, while maintaining a majority of crosswalks in standard white continental or ladder styles, which are the preferred treatment for safety, and the most cost effective solution.

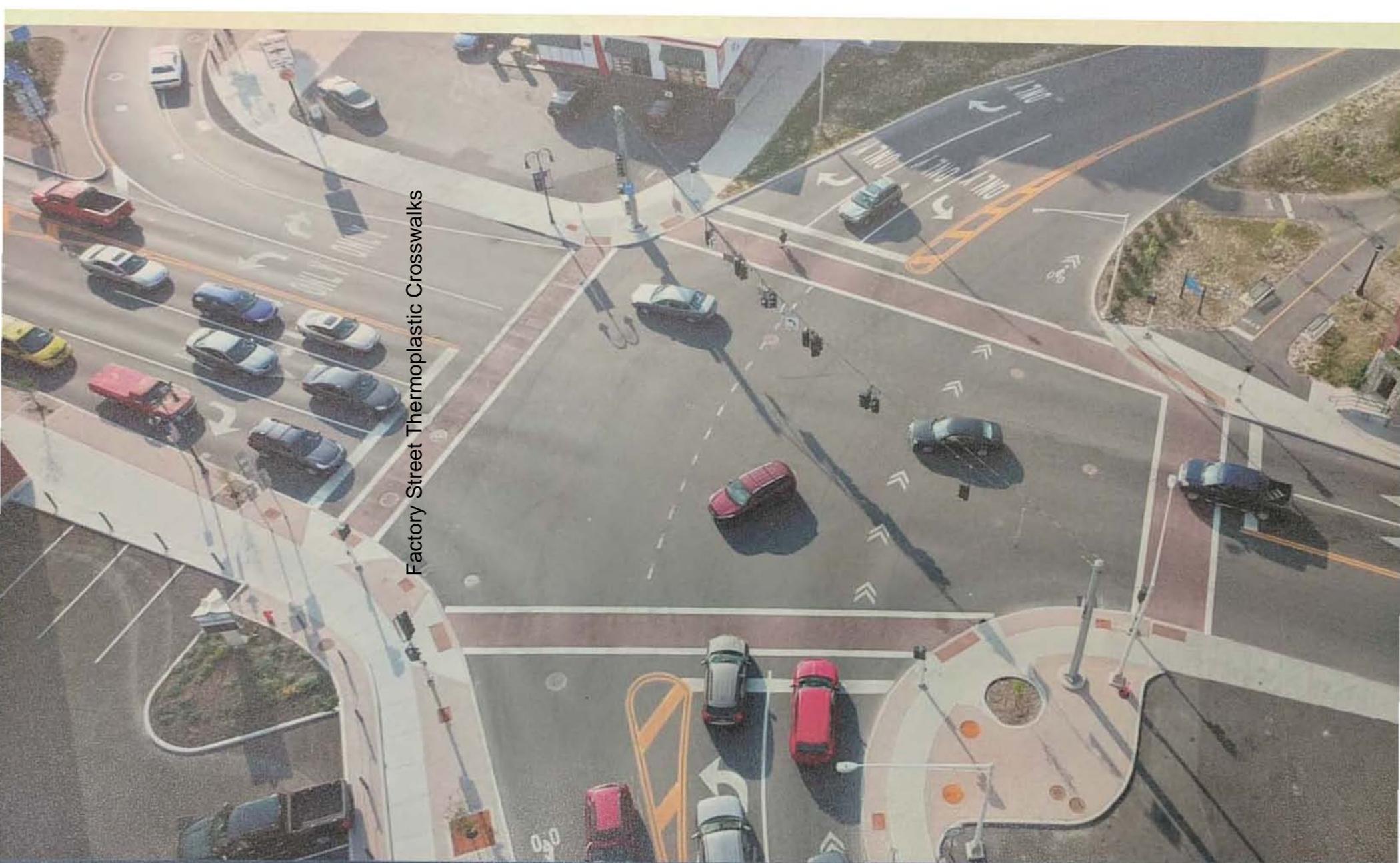
Cc: Eugene Hayes, Superintendent of Public Works
Mike Lumbis, Planning & Community Development Director



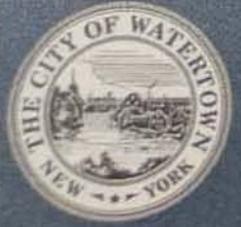
131 Washington St

Pubic Square Synthetic Asphalt Crosswalk





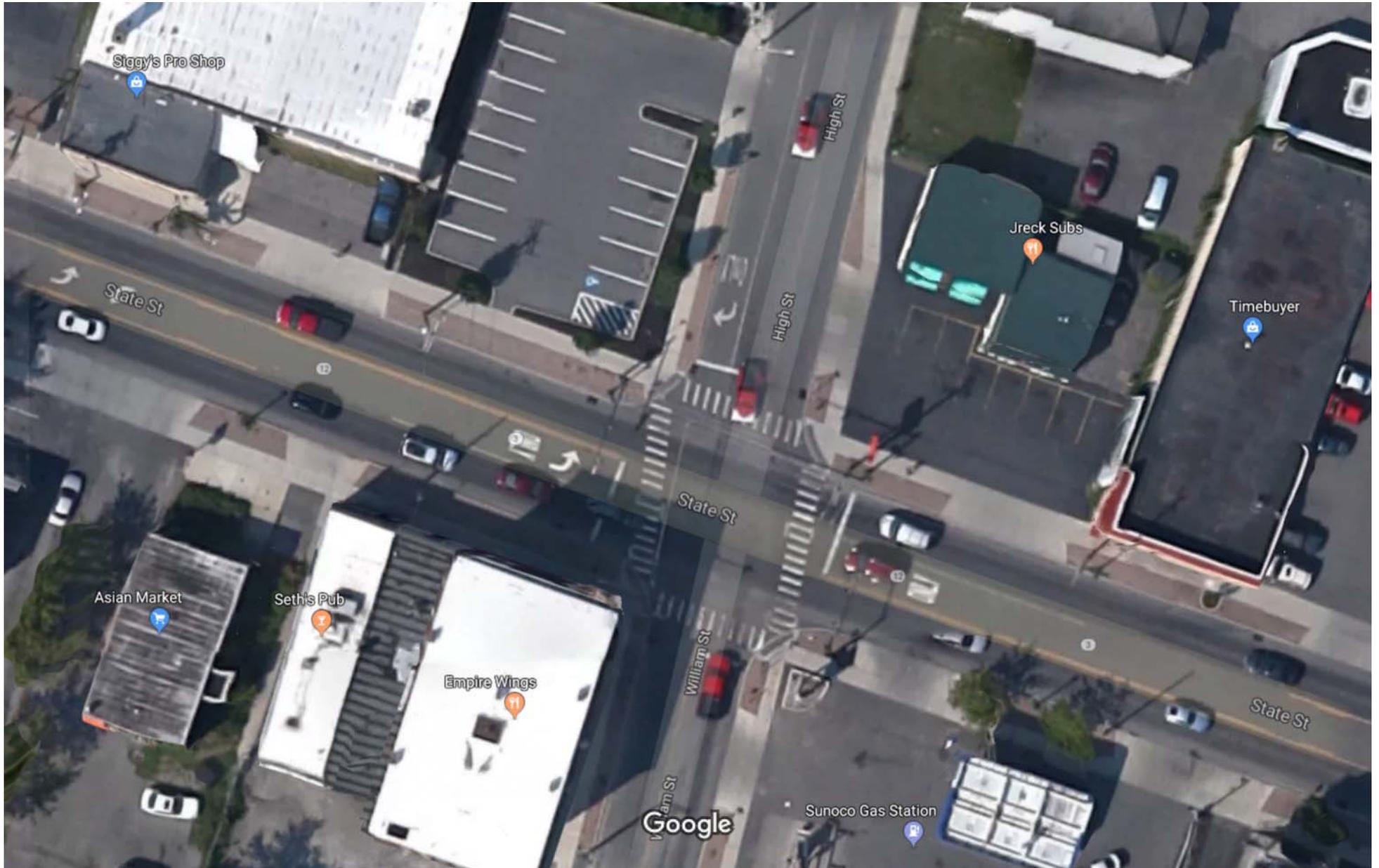
Factory Street Thermoplastic Crosswalks



City of Watertown, New York
Factory Street Reconstruction



State Street Continental Bars (Painted)



Imagery ©2018 Google, Map data ©2018 Google 20 ft



Figure 1. Photo. Example of bar pairs markings installed for this study.



Figure 2. Photo. Example of continental markings installed for this study.



Figure 3. Photo. Example of transverse markings installed for this study.

Figure 3B-16. Examples of Crosswalk Markings

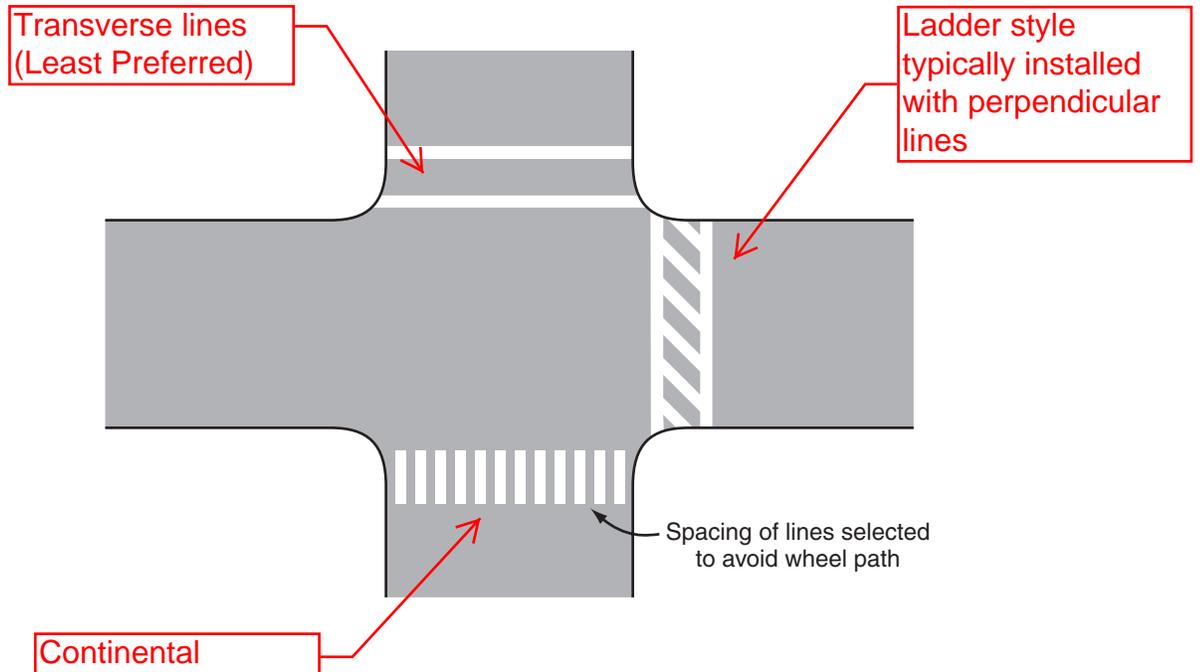
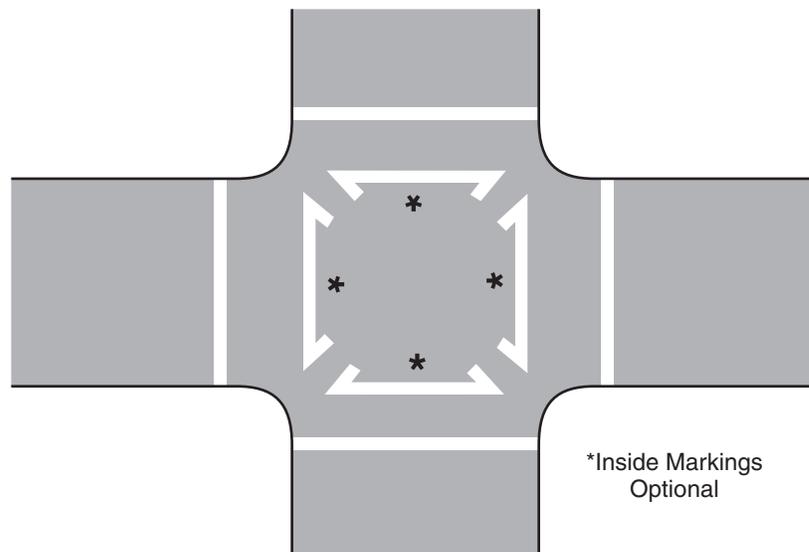


Figure 3B-17. Example of Crosswalk Markings for Exclusive Pedestrian Phase That Permits Diagonal Crossing



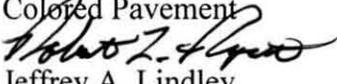


U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **INFORMATION:** MUTCD – Official
Ruling 3(09)-24(I) – Application of
Colored Pavement

Date: **AUG 15 2013**

From: 
Jeffrey A. Lindley
Associate Administrator for Operations

In Reply Refer To:
HOTO-1

To: Federal Lands Highway Division Engineers
Division Administrators

Purpose: Through this memorandum, the Federal Highway Administration's (FHWA) Office of Transportation Operations (HOTO) is issuing an Official Interpretation of Chapter 3G of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) on the approved uses of colored pavement. For recordkeeping purposes, this Official Ruling has been assigned the following number and title: "3(09)-24(I) – Application of Colored Pavement."

Background: The FHWA is concerned that considerable ambiguity continues regarding how colored pavement can be used, especially between the white transverse lines of a legally marked crosswalk.

Colored pavements consist of differently colored road paving materials, such as colored asphalt or concrete, or paint or other marking materials applied to the surface of a road or island to simulate a colored pavement. Colored pavement is a traffic control device when it attempts to communicate with any roadway user or when it incorporates retroreflective properties. Colored pavement can also be a purely aesthetic treatment. When used in this manner, colored pavement is not a traffic control device provided that it does not attempt to communicate with the motorist or incorporate elements of retroreflectorization.

Colored Pavement in Crosswalks: In the late 1990s, the marketplace introduced and promoted aesthetic treatments for urban streetscape environments that included the opportunity to install a range of colors and a multitude of patterns. The most popular opportunity to implement these treatments was between the legally marked transverse lines of crosswalks. This was typically done as part of larger efforts by cities to enhance the aesthetics of an area that could include decorative luminaires, street furniture, sidewalk art, etc. These crosswalk treatments were publicized and marketed as a method to increase conspicuity of the crosswalk that would translate into increased safety and a reduction of pedestrian deaths. In December 2001, the FHWA issued its first Official Ruling¹

¹ MUTCD Official Ruling 3-152 (I) as Memorandum of Action, December 7, 2001

regarding the use of these aesthetic treatments, which concluded that crosswalk enhancements of this type had no such discernible effect on safety or crash reduction.

The marketplace looked to capitalize on advancements in pavement retroreflectivity in the mid-2000s, and further advocated for these aesthetic treatments on public streets as a way to increase crosswalk visibility. This included the benefits of the increased recognition of crosswalks both during the day and at night since the materials were designing retroreflective properties into the aesthetic treatments. In 2004 and in 2005, the FHWA issued two separate but related Official Rulings^{2,3} concluding that incorporating retroreflectivity into an aesthetic crosswalk treatment renders it an official traffic control device. Further, these Official Rulings continued to discourage implementation of such treatments and also concluded that these enhancements still had no increased effect on safety or contributed to a reduction in pedestrian deaths.

The evolution of crosswalk treatments continued into the form of “crosswalk art” because it was becoming a common misconception that as long as the white transverse lines were present—thereby legally marking the crosswalk—then the agency was free to treat the interior portion of the crosswalk as it desired. In 2011, the FHWA issued an additional Official Ruling⁴ that crosswalk art—defined as any freeform design to draw attention to the crosswalk—would degrade the contrast of the white transverse lines against the composition of the pavement beneath it. In deviating from previous Official Rulings on the matter that concluded an increased factor of safety and decreased number of pedestrian deaths were not evident after installation, this 2011 Official Ruling stated that the use of crosswalk art is actually contrary to the goal of increased safety and most likely could be a contributing factor to a false sense of security for both motorists and pedestrians.

The FHWA’s position has always been, and continues to be that subdued-colored aesthetic treatments between the legally marked transverse crosswalk lines are permissible provided that they are devoid of retroreflective properties and that they do not diminish the effectiveness of the legally required white transverse pavement markings used to establish the crosswalk. Examples of acceptable treatments include brick lattice patterns, paving bricks, paving stones, setts, cobbles, or other resources designed to simulate such paving. Acceptable colors for these materials would be red, rust, brown, burgundy, clay, tan or similar earth tone equivalents. All elements of pattern and color for these treatments are to be uniform, consistent, repetitive, and expected so as not to be a source of distraction. No element of the aesthetic interior treatment is to be random or unsystematic. No element of the aesthetic interior treatment can implement pictographs, symbols, multiple color arrangements, etc., or can otherwise attempt to communicate with any roadway user.

Patterns or colors that degrade the contrast of the white transverse pavement markings establishing the crosswalk are to be avoided. Attempts to intensify this contrast by increasing or thickening the width of the transverse pavement markings have been observed in the field. These attempts to increase contrast are perceived to be efforts to circumvent the contrast prerequisite so that an intentional noncompliant alternative of an aesthetic interior pattern or color can be used. Further techniques to install an empty buffer

² MUTCD Official Ruling 3-169 (I) – Section 3B.19 Retroreflective Colored Pavement, September 1, 2004

³ MUTCD Official Ruling 3-178 (I) – Retroreflective Colored Pavement – Additional Clarification, April 27, 2005

⁴ MUTCD Official Ruling 3(09)–8 (I) – Colored Pavement Treatments in Crosswalks, May 3, 2011.

space between an aesthetic treatment and the interior edge of the white transverse crosswalk markings have also been observed in the field. This strategy is also perceived to be an attempt to circumvent FHWA's prior position on contrast. However, an empty buffer space between a subdued-colored, uniform-patterned aesthetic treatment can be implemented to enhance contrast between the aesthetic treatment and the white transverse pavement markings. When used properly, buffer spaces can be an effective tool to disseminate a necessary contrast in order to visually enhance an otherwise difficult to discern white transverse crosswalk marking, provided that the aesthetic treatment conforms to the conditions in the preceding paragraph.

Colored Pavement in Medians: Several agencies nationwide have used aesthetic colored pavement in medians that separate opposite directions of travel. These treatments are typically simulated red brick patterns or pavers. This is allowable if the median is closed to traffic. Where the center portion of the roadway functions to facilitate turns or operates as a two-way left turn lane, aesthetic treatments cannot be used in that center area in accordance with Paragraph 3 of Section 3G.01 in the MUTCD. Further, provisions elsewhere in Part 3 of the MUTCD require or recommend the turning functions of turn lanes or two-way left turn lanes to be marked with pavement word markings or arrows where applicable. The use of aesthetic colored patterns or pavers in these lanes simulates a supplemental background to standard turn markings and is an attempt to enhance conspicuity of the median thereby serving as communication with the motorist. This practice to use aesthetic treatments is disallowed since the median is open to traffic.

Colored Pavement for Islands: Where an island is designated as a traffic-control device, curbs, pavement edges, pavement markings, channelizing devices, or other devices are used. Islands are most commonly used to separate traffic movements or to provide pedestrian refuge. Regardless of whether the island is raised or flush with the roadway surface, islands are a potential for providing aesthetic qualities. Islands that separate movements of traffic and choose to incorporate colored pavement into interior sections or to the top surface of their design are to comply with Item A or B of Paragraph 3 of Section 3G.01. This would be applicable when the island is used to address a need to facilitate traffic that would otherwise have difficulty navigating the roadway if the island was absent.

Islands that are intentionally aesthetic in nature only are to be designed similar to those aesthetic treatments for crosswalks as described above. The most common applications of these purely aesthetic treatments are pedestrian refuge islands and textured raised buffers between a bikeway and a motorized vehicular lane.

Colored Pavement for Bicycle Lanes: Green colored pavement is approved for use in bicycle lanes only to enhance the conspicuity of where bicyclists are required to operate, and areas of the bicycle lane where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements. Approval to use green colored pavement shall be in accordance with Paragraph 17 of Section 1A.10 in the 2009 MUTCD.

The FHWA issued an Interim Approval (IA-14) for the use and application of green colored pavement on April 15, 2011. The information provided in the IA-14 memorandum remains in effect.

The use of green colored pavement in a bicycle facility other than a legally marked bicycle lane is either not approved or is experimental. FHWA's Bicycle and Pedestrian Web site (http://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design_guidance/mutcd_bike.cfm) can be helpful in determining what is or is not approved and what is experimental. Agencies that desire to use bicycle facilities that are experimental are required to submit their request for approval in accordance with paragraphs 3, 4 and 8 through 10 of Section 1A.10 in the MUTCD.

The FHWA is aware that agencies might be using green colored pavement to supplement, fill in or outline parking stalls for electric vehicle charging stations in order to express the agency's commitment to environmentally friendly initiatives. Use of green colored pavement for this purpose is not allowed. Although the applicability of the MUTCD may be limited in certain settings involving parking stalls, agencies are encouraged to adhere to the MUTCD with respect to disallowing green colored pavement in parking facilities for the purpose of maintaining uniformity among similar facilities.

Colored Pavement on Freeways and Expressways: The FHWA is aware of agencies nationwide using colored pavement on higher speed facilities as a method to visually differentiate the shoulder or special-use lanes from the general-purpose lanes, to demarcate the exit gore area, or to differentiate a ramp terminal from the mainline facility. The FHWA maintains the position that contrasting techniques on high-speed facilities have no other intention than to communicate with the motorist, regardless of whether elements of retroreflectivity are implemented for the colored pavement.

Additionally, the 2011 edition of the American Association of State Highway and Transportation Officials' *A Policy on the Geometric Design of Highways and Streets* discusses various methods of contrasting the shoulder with the adjacent pavement traveled way. The policy states that with regard to bituminous pavements, "the use of edge lines as described in the Manual on Uniform Traffic Control Devices... reduces the need for shoulder contrast." Edge lines separating shoulders from the traveled way on Interstate routes have been required by the MUTCD since 1971, supplanting the practice of using contrasting material for shoulders when an edge line was optional. Therefore, there should be little need for such a contrast that cannot be accommodated by the allowable pavement colors prescribed by the MUTCD.

If a need to provide contrast on a high-speed facility has been determined, then that contrast can be accomplished by a number of alternatives. Asphalt mixtures can be tinted to provide a shade of grey. White colored pavement can also be implemented. Paragraph 3 of Section 3G.01 in the MUTCD allows the use of white colored pavement for exit gore areas and right-hand shoulders. In the event that the main traveled way is concrete, an asphalt top layer could be applied to the shoulder to provide contrast.

Colored Pavement for Public Transit Systems: The use of red colored pavement for public transit systems such as streetcar and/or bus-only lanes is currently experimental. The use of colored pavement in these settings requires approval from the FHWA's Office of Transportation Operations. Agencies that desire to experiment with colored pavement should only do so where an engineering study can determine that increased travel speeds will be expected by the public transit vehicle, reduced overall service time through the corridor will be expected by the public transit vehicle, and the implementation of the

FHWA Ruling

Subject: **INFORMATION:** MUTCD – Official Ruling 3(09)-24(I) – Application of Colored Pavement

Date: August 15, 2013

From: **Original signed by:** Robert L. Rupert for Jeffrey A. Lindley
Associate Administrator for Operations

In Reply HOTO-1
Refer To:

To: Federal Lands Highway Division Engineers
Division Administrators

Purpose: Through this memorandum, the Federal Highway Administration's (FHWA) Office of Transportation Operations (HOTO) is issuing an Official Interpretation of Chapter 3G of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) on the approved uses of colored pavement. For recordkeeping purposes, this Official Ruling has been assigned the following number and title: "3(09)-24(I) – Application of Colored Pavement."

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The marketplace looked to capitalize on advancements in pavement retroreflectivity in the mid-2000s, and further advocated for these aesthetic treatments on public streets as a way to increase crosswalk visibility. This included the benefits of the increased recognition of crosswalks both during the day and at night since the materials were designing retroreflective properties into the aesthetic treatments. In 2004 and in 2005, the FHWA issued two separate but related Official Rulings^{2, 3} concluding that incorporating retroreflectivity into an aesthetic crosswalk treatment renders it an official traffic control device. Further, these Official Rulings continued to discourage implementation of such treatments and also concluded that these enhancements still had no increased effect on safety or contributed to a reduction in pedestrian deaths.

The evolution of crosswalk treatments continued into the form of "crosswalk art" because it was becoming a common misconception that as long as the white transverse lines were present—thereby legally marking the crosswalk—then the agency was free to treat the interior portion of

the crosswalk as it desired. **In 2011, the FHWA issued an additional Official Ruling⁴ that crosswalk art—defined as any freeform design to draw attention to the crosswalk—would degrade the contrast of the white transverse lines against the composition of the pavement beneath it.** In deviating from previous Official Rulings on the matter that concluded an increased factor of safety and decreased number of pedestrian deaths were not evident after installation, this 2011 Official Ruling stated that the use of crosswalk art is actually contrary to the goal of increased safety and most likely could be a contributing factor to a false sense of security for both motorists and pedestrians.

The FHWA's position has always been, and continues to be that subdued-colored aesthetic treatments between the legally marked transverse crosswalk lines are permissible provided that they are devoid of retroreflective properties and that they do not diminish the effectiveness of the legally required white transverse pavement markings used to establish the crosswalk. Examples of acceptable treatments include brick lattice patterns, paving bricks, paving stones, setts, cobbles, or other resources designed to simulate such paving. **Acceptable colors for these materials would be red, rust, brown, burgundy, clay, tan or similar earth tone equivalents. All elements of pattern and color for these treatments are to be uniform, consistent, repetitive, and expected so as not to be a source of distraction.** No element of the aesthetic interior treatment is to be random or unsystematic. No element of the aesthetic interior treatment can implement pictographs, symbols, multiple color arrangements, etc., or can otherwise attempt to communicate with any roadway user.

Patterns or colors that degrade the contrast of the white transverse pavement markings establishing the crosswalk are to be avoided. Attempts to intensify this contrast by increasing or thickening the width of the transverse pavement markings have been observed in the field. These attempts to increase contrast are perceived to be efforts to circumvent the contrast prerequisite so that an intentional noncompliant alternative of an aesthetic interior pattern or color can be used. Further techniques to install an empty buffer space between an aesthetic treatment and the interior edge of the white transverse crosswalk markings have also been observed in the field. This strategy is also perceived to be an attempt to circumvent FHWA's prior position on contrast. However, an empty buffer space between a subdued-colored, uniform-patterned aesthetic treatment can be implemented to enhance contrast between the aesthetic treatment and the white transverse pavement markings. When used properly, buffer spaces can be an effective tool to disseminate a necessary contrast in order to visually enhance an otherwise difficult to discern white transverse crosswalk marking, provided that the aesthetic treatment conforms to the conditions in the preceding paragraph.

2.4 Maintenance of Crosswalk Markings and Pedestrian Signals

2.4.1 Marking Material

There are a number of different materials used for marking crosswalks, including paint (waterborne or oil-based), epoxy, poly urea, thermoplastic and preformed tape. Transportation agencies weigh several factors when determining which marking material is most appropriate including costs, durability, reflectivity, friction coefficient (avoiding slip hazards) and whether or not the material can be applied using city labor and equipment. Thermoplastic is the crosswalk marking material most favored by those communities that were contacted. Paint is also frequently used, particularly on existing roads or where there is an immediate need. Epoxy was also mentioned by a number of communities. Thermoplastic and epoxy markings are used most often on repaving projects. Those communities that use paint markings typically use city crews and equipment to do the work while thermoplastic marking is more typically contracted out. At least one community mentioned the use of cold plastic in-lays for federal projects. Several communities mentioned using recessed thermoplastic to avoid plow damage and another community mentioned using this marking technique where there are a high number of turning movements, particularly by large vehicles.

Only a few communities mentioned that they have had slip hazard issues with crosswalk markings. Several strategies were mentioned for reducing slip hazards associated with thermoplastic. One community mentioned using the British Pendulum method to determine appropriate friction coefficient to avoid slip hazards. The same community mentioned that having the right conditions for the thermoplastic curing process was an important factor for avoiding slippery markings. It was also noted by several communities that newer thermoplastic mixtures contain sand or other coarse materials for reducing slip hazards. Bricks and stamped concrete were noted by at least two communities as creating hazards for bicyclists.

2.4.2 Strategies for Maintaining Crosswalks

When asked what special treatments or strategies are used for maintaining crosswalks, the majority of communities indicated that they did not have any special techniques for reducing maintenance. Some notable exceptions include spraying streets with primer to reduce salt damage, spacing crosswalk bars so they are generally out of the tire path, using pre-form thermoplastic in high-traffic areas and using different types of markings for different types of roadway surfaces, e.g. thermoplastic on concrete and poly urea on asphalt.

Thermoplastic is preferred in many cases due to the longevity of the material, however the initial cost and time requirements for installation are greater than paint. Snowplow damage was sighted as a common maintenance issue with the use of thermoplastic markings. Several communities have found that recessing thermoplastic markings decreases the likelihood of snowplow damage however; the practice is expensive and may require additional resources, especially if grinding concrete is necessary.

One community noted that they are beginning to see a clear correlation between traffic volumes and when maintenance of pavement markings, including crosswalk markings, is needed. This has allowed them to reduce inspection efforts. It was also noted that turning vehicles cause significantly more wear of pavement markings, and locating markings out of turning areas, when possible, can reduce maintenance.

A common strategy to pay for the more expensive, but longer-lasting markings is to include the marking application within the initial construction, reconstruction or pavement replacement project. In most cases, the costs for these markings are covered by the project budget and not the maintenance budget. Maintenance budgets tend to be tight, whereas including even more expensive marking materials in a project, represent a small part of a larger construction budget.

It should also be noted that crosswalk maintenance should include the actual street surface, and not simply the pavement markings. Although crosswalks are a part of the roadway, they require a higher level of maintenance than surrounding roadway because pedestrians are less tolerant of defects than motorists. A minor pothole may not present an issue for most motorists, but can present a significant hazard for pedestrians. Surface

defects in crosswalks should be noted when crosswalks are inspected or remarked, and repairs should be completed quickly.

2.4.3 Costs

Unit costs for various crosswalk marking materials vary considerably across the country. A National Cooperative Highway Research Program (NCHRP) Synthesis 306: *Long-Term Pavement Marking Practices* provides cost comparisons and a life-cycle-cost table. In general, thermoplastics provide a life of two to three times that of paint for long lines, however, costs averaged almost five times that of paint (epoxy markings had a life of two to three times that of paint, but had a cost of four times that of paint). Thus, when life-cycle-cost was calculated, paint was half the cost of thermoplastic. It is important to note that costs and durability ranged significantly in this study. There is a clear trade-off between the durability of thermoplastic and the lower costs of paint. Communities that use paint to mark crosswalks indicated that they must repaint crosswalks two to four times per year, whereas thermoplastic markings typically last 2 to 3 years.

Table 8 displays characteristics of four common crosswalk marking materials. It should be noted that costs vary widely across the country (see §2.4.3), and the ranges provided are approximate. Similarly, material lifespans are strongly impacted by the volume of traffic passing over the marking, and the use of snowplows on streets. Thermoplastic and preformed tape may not be appropriate in areas using snowplows unless the marking are inlaid in the pavement, which makes it less likely that a plow blade will pull the material off the street.

Table 8: Relative comparison of crosswalk marking materials^{20,21}

Material	Cost	Lifespan (months)	Retroreflectivity (new application)
Paint	\$0.03 – \$0.05/LF	9 – 36	Low
Epoxy Paint	\$0.20 – \$0.30/LF	48	Medium
Thermoplastic	\$0.19 – \$0.26/LF	72*	Medium
Preformed Tape	\$1.50 – \$2.65/LF	48 – 96*	High

Note 1: Thermoplastic and tape have shortened lifespans in snowy areas where they are often damaged by snowplows

Note 2: Inlaid thermoplastic or preformed tape may last significantly longer than standard surface applications

When considering the cost of crosswalk marking materials, it is important to consider the expected lifespan of one product versus another. Additionally, it is critical to take into account the cost of altering traffic patterns when markings must be redone. Products that may be more expensive up front may actually be less expensive over time if they need to be replaced less frequently. It is recommended that agencies perform lifecycle cost analysis for different materials based on their local product costs, labor costs, the cost of diverting traffic, and real-world observations of product lifespans given local maintenance conditions.

2.5 Pedestrian Signals

All communities that were contacted indicated that they have either switched out all their signals for LED countdown signals, or are in the process of doing so. Newer LED lights are highly rated by communities in terms of durability. Some cold-weather communities have noted that LED-based pedestrian and vehicle signals do not generate nearly as much heat as incandescent signals, and therefore do not melt off accumulated snow and/or ice as readily as incandescent systems.

2.5.1 Maintenance Issues and Response Time

Almost all communities that were contacted indicated that they have had few issues with their pedestrian signals. The term "durable" was used frequently. Several communities indicated that repairs are mostly due to damage from crashes. Most communities indicated that pedestrian signal repair is a high priority. Response times for repairs range from several hours to two weeks with the majority of communities reporting that they have signals fixed within one to two days.

At least two communities indicated having some issues with push buttons for pedestrian signals. In one community it was mentioned that the push buttons have been difficult to replace while another community mentioned that the buttons tend to stick once they receive some wear. If a community has a sidewalk inspection program, push button signal actuators should be inspected for functionality at the same time as adjacent sidewalks. Pedestrian signals should also be inspected at the same time as vehicular signal heads at the same intersection.

NCHRP Project 3-62 produced the document *Accessible Pedestrian Signals: A Guide to Best Practices* which includes the following statements about accessible pedestrian signal maintenance:

As with complex devices, APS have many features that may malfunction or fail in the course of its operation. If features such as WALK indication, locator tone, or signal interaction fail to work correctly, the resulting lack of information or misinformation for pedestrians who are blind can be dangerous. It is important that municipalities who have taken steps to install these devices also take steps to ensure correct functioning through the years.

The overseeing agency should conduct an audit or checkup of APS installations on a regular basis. Checkups should be conducted frequently if factors such as harsh weather may have affected the devices. At a minimum, APS should be inspected:

- Every 6 months
- After repairs to the intersection signals, poles or controller
- After changes to signal timing

The Guide also outlines repair issues after a crash damages signals and lessons learned from APS installations around the country.²²

²⁰ Cuelho, Eli, Jerry Stephens and Charles McDonald. "A Review of the Performance and Costs of Contemporary Pavement Marking Systems." Western Transportation Institute. Bozeman, MT. 2003.

²¹ Montebello, David and Jacqueline Schroeder. "Cost of Pavement Marking Materials." Minnesota Department of Transportation. 2000.

²² Harkey, David et al. *Accessible Pedestrian Signals: A Guide to Best Practices*. NCHRP Web-Only Document 117A. June 2007. http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_w117a.pdf.

colored pavement to a converted general purpose lane in the traveled way will not adversely affect the traffic flow in the remaining general purpose lanes.

Blue Colored Pavement: Blue is not a colored pavement and is not to be used as such in accordance with Paragraph 3 of Section 3G.01. Blue as it applies to a pavement marking is exclusively reserved for the background color in the international symbol of accessibility parking symbol (see Figure 3B-22) and for the supplemental pavement marking lines that define legal parking spaces reserved for use only by persons with disabilities as provided in Paragraph 5 of Section 3A.05.

Applying blue colored pavement to entire stalls or entire areas of parking reserved for persons with disabilities is to be avoided. Although the applicability of the MUTCD may be limited in certain settings involving parking stalls, agencies are encouraged to adhere to the MUTCD with respect to blue colored pavement in parking facilities for the purpose of maintaining uniformity among similar facilities.

Purple Colored Pavement: Purple is not approved for use as a colored pavement in any application, including toll facility environments. Purple as a pavement marking color is permitted in accordance with Paragraphs 5 and 6 of Section 3E.01 of the MUTCD.

Chromaticity Coordinates: The acceptable ranges of chromaticity coordinates that define the standard colors for pavement markings are found in the Appendix to Subpart F of 23 CFR 655—Alternate Method of Determining the Color of Retroreflective Sign Materials and Pavement Marking Materials.

Acceptable ranges for the chromaticity coordinates defining the color green for use as a pavement marking are provided in the IA-14 memo dated April 15, 2011.

Conclusion: Chapter 3G of the 2009 MUTCD contains provisions regarding the use of colored pavements. If colored pavement is used to regulate, warn, or guide traffic or otherwise attempts to communicate with the roadway user, the colored pavement constitutes a traffic control device. Agencies cannot intentionally exclude elements of retroreflectivity as part of a systematic process to classify the color pavement as a purely aesthetic treatment in order to circumvent the provisions of Chapter 3G.

Paragraph 3 of Section 3G.01 in the MUTCD limits the use of colored pavement used as a traffic control device to the colors yellow and white. Interim Approval IA-14 permits the use of green colored pavement for marked bicycle lanes. All other colors for use on highway pavement in the right-of-way are either disallowed or are experimental as described above, unless the colored pavement is a purely aesthetic treatment and makes no discernible attempt to communicate with a roadway user.

cc:

Associate Administrators

Chief Counsel

Chief Financial Officer

Directors of Field Services

Director of Technical Services

Manual of Uniform Traffic Control (MUTCD) Q & A

Colored Pavement

1. **Q: What are the approved uses for red-colored pavement?**

A: There is none. Red-colored pavement for use as a traffic control device is not permitted. This is provided in Paragraph 3 of Section 3G.01. Red bricks or stamped red pavers in a crosswalk is an aesthetic treatment and is not a traffic control device.

Red-colored pavement may be used only with FHWA granting experimentation approval under the provisions of Section 1A.10.

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2. **Q: What are the approved uses of green-colored pavement?**

A: Green-colored pavement is only approved for use in bicycle lanes in accordance with [Interim Approval 14](#), and is not approved for general use in any bicycle facility. Use of green-colored pavement for other bicycle facilities other than bicycle lanes may be used only with FHWA granting experimentation approval under the provisions of Section 1A.10. More information is provided [here](#).

Agencies sometimes use green-colored pavement to supplement, fill in, or outline parking areas or parking stalls for electric vehicle charging stations in order to express the agency's commitment to environmentally friendly initiatives. This practice is not in compliance with Interim Approval 14 and the FHWA is not considering this alternative use of green-colored pavement for experimentation. Although the applicability of the MUTCD may be limited in certain settings involving parking stalls, agencies are encouraged to adhere to the MUTCD with respect to disallowing green-colored pavement in parking facilities for the purpose of maintaining uniformity among similar facilities.

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3. **Q: What are the approved uses of purple-colored pavement?**

A: There is none. Purple as a colored pavement may also not be used on a toll facility in accordance with Paragraph 3 of Section 3G.01. Purple may be used as a longitudinal marking to flank a longitudinal lane line as provided in Paragraphs 5 and 6 in Section 3G.01.

Purple-colored pavement may be used only with FHWA granting experimentation approval under the provisions of Section 1A.10.

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4. **Q: Does the MUTCD allow intersection murals or widespread application of artwork to the street?**

A: Exclusive of a crosswalk that may be present, intersection murals and street artwork are not traffic control devices and the MUTCD most likely does not directly apply. Intersection murals and street artwork then become a right-of-way issue. Paragraph (b) of [23 CFR 1.23](#) provides that all property within the right-of-way boundaries shall be devoted exclusively to public highway purposes. Intersection murals and street artwork have a potential to compromise motorist safety

by interfering with, detracting from, or obscuring official traffic control devices. They can also encourage road users—especially bicycles and pedestrians—to directly participate in the design, loiter in the street, or give reason to not vacate the street in an expedient or predictable manner. For these reasons, exceptions for intersection murals and street art are not made in accordance with Paragraph (c) of 23 CFR 1.23.

Past practices of intersection murals and street art have compromised the veracity of the crosswalk. The crosswalk is a traffic control device and is under the authority of the MUTCD. Guidance for aesthetic treatments in crosswalks is provided [here](#). Discussion in the memo on the potential of crosswalk art as a source of distraction could be analogous to intersection art and street murals.

Crosswalks

1. **Q: What are the warrants for installing a marked crosswalk at a midblock location?**

A: Section 3B.18 of the 2009 MUTCD states: "Crosswalk lines should not be used indiscriminately. An engineering study should be performed before they are installed at locations away from a traffic control signal or an approach controlled by a STOP or YIELD sign" and it describes the factors that should be considered in the study. Section 3B.18 also gives very specific guidance about where a new crosswalk should not be installed across an uncontrolled approach on roads with 4 or more lanes and speeds of over 40 mph without other measures designed to reduce traffic speeds, shorten crossing distances, enhance driver awareness of the crossing, and/or provide active warning of pedestrian presence. This guidance is based on a study performed for FHWA in 2002 by Zegeer, Stewart, and Huang entitled "Safety Effects of Marked vs Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommended Guidelines", which may be viewed and downloaded at: http://safety.fhwa.dot.gov/ped_bike/docs/cros.pdf.

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2. **Q: Can I put any design or collection of art treatments in a crosswalk as long as the transverse white lines are present?**

A: No. The FHWA has consistently stated since 1984 through eight Official Interpretations that nothing except an aesthetic treatment is allowed between the white transverse lines of a crosswalk. If non-retroreflective colored pavement, including bricks and other types of patterned surfaces, is used as a purely aesthetic treatment and is not intended to communicate a regulatory, warning, or guidance message to road users, the colored pavement is not considered to be a traffic control device, even if it is located between the lines of a crosswalk. Additional guidance and a summary of past Official Interpretations on this topic is summarized [here](#).

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3. **Q: My city is trying to make the downtown area more aesthetically pleasing and pedestrian-friendly. We are installing brick sidewalks, benches, trees, and other "streetscaping" features along the business district streets. As part of the project, we plan to install brick pavers or other similar treatments to serve as the crosswalks at intersections. Can this type of crosswalk meet the MUTCD requirements?**

A: The brick pavers alone would not constitute a legal crosswalk. White, retroreflective pavement marking lines must be used to officially establish a legal crosswalk. As discussed in Chapter 3G of the 2009 MUTCD (Colored Pavements), brick pavers and colored decorative paving treatments that simulate brick or other patterns may be used between the white crosswalk lines. However, colors that degrade the contrast of the white crosswalk lines with the adjoining areas and colors that might be mistaken by road users as a traffic control application or might otherwise constitute a distraction should not be used for this purpose. So, for example, the standard colors of red and yellow used for STOP signs and warning signs should not be used, nor should the colors white and yellow as these are used for pavement marking lines. Also, retroreflective colored pavements of any color or pattern are prohibited between crosswalk lines.



**CITY OF WATERTOWN, NEW YORK
PARKS & RECREATION DEPARTMENT**

Watertown Municipal Arena
600 William T. Field Drive
Watertown, New York 13601
parksrec@watertown-ny.gov
Phone (315) 785-7775 • Fax (315) 785-7776



Date: February 28, 2018
To: Sharon Addison, City Manager
From: Erin E. Gardner, Superintendent of Parks & Recreation
Subject: Request for Waiver of Fees for 2018 Career Jam

A request to waive fees for the 2018 Career Jam has been received by the City.

The fees that Ms. Mayforth has requested to be waived are the rental of 200 chairs and 40 tables in the amount of \$360, the cost of 4 electrical hook-ups in the amount of \$100, the rental of the multipurpose room for \$100 and the rental of the PA system for \$50. The total waiver requested is \$610.

As Superintendent, I do not recommend waiving the above fees.


Jefferson-Lewis
Workforce Development Board
Bringing Jobs & People Together
A proud partner of the American Job Center network

1000 Coffeen Street
Watertown, New York 13601

Phone: (315) 782-9252
Fax: (315) 782-2073

February 27, 2018

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

RE: Career Jam event May 17, 2018

Dear Erin;

In 2016, for this event we requested and were granted a waiver for the rental of the chairs and tables for our Career Jam event on May 19, 2016.

For this event, we are respectfully requesting that the City grant us a wavier for the chairs and tables at a cost of \$360.00; electric drops \$100.00; the Multipurpose room for \$100.00 and this time for the use of the PA System at \$50.00. The total wavier would be \$610.00.

The Jefferson-Lewis Workforce Development Board, Jefferson County Economic Development, BOCES, as the major partners on this project, and the school districts do not benefit financially but have to pool resources in order to bring this important event to our students.

This event serves all of the school districts in Jefferson and Lewis Counties and now schools from St. Lawrence and Oswego counties attend. It is important to the sustainability of our community that we seek to connect our students with our local area. The best poverty reduction initiative that we can provide is for students to make good career selections. This begins by making good decisions about their high school planning, there is no better event than this one. We are asking that the City partner with us in this mission and grant us this wavier as they did last year.

Sincerely,



Cheryl Mayforth
Executive Director
Jefferson-Lewis Workforce Development Board

February 28, 2018

To: The Honorable Mayor and City Council
From: Michael A. Lumbis, Planning and Community Development Director
Subject: Sidewalk Cafés

At the February 8, 2018 Advantage Watertown meeting, board members discussed ways to activate the public realm to help inject life into the downtown area. Ideas generated from the discussion included holding more events, outdoor entertainment and introducing more art into the streetscape.

Board Members also discussed the idea of actively encouraging more sidewalk cafés and outdoor seating for downtown restaurants. In cities of all sizes, outdoor dining has a successful track record of attracting people and creating an inviting atmosphere and sense of place. The board felt that downtown Watertown had significant unrealized potential in this arena and advocated exploring this idea further.

While the City allows sidewalk cafés, there is no code or written policy that governs the placement of them or specific requirements for having them. Currently, a request to operate a sidewalk café is made to the City Manager who in turn circulates the request to various departments for their approval and comment. If the request is found to be acceptable and meets all of the applicable department's requirements, a license agreement is issued to allow the café.

Advantage Watertown members are recommending that the City Council review the current procedures and take steps to formalize and streamline this process in an effort to encourage even more cafés in the downtown.

The work involved in such a request would begin with research on how other communities handle this process. A process for Watertown could then be developed based on best practices and the City's requirements. The process could be memorialized as a formal written policy or adopted as part of the City Code.

Planning Staff is prepared to take the lead in this process but would like confirmation from the City Council that this is a direction in which you would like us to proceed.

February 26, 2018

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Board and Commission Appointments

Below is a listing of current and upcoming vacancies on City Boards and Commissions for City Council review.

With Council approval, Staff will contact members for reappointment. Staff would also be happy to reach out to any new individual recommended by City Council.

Board or Commission	Appointed By	Term	Name of Member	Date of Appt.	Term Expires
Library Board of Trustees	Mayor w/Council	11 Years	Steven Gebo – Resigned 10/1/17	12/21/09	12/31/20
Transportation Commission*	Council	3 Years	Jennie Adsit	3/16/15	4/1/18
Transportation Commission*	Council	3 Years	Robert Freeman III	3/16/15	4/1/18
Transportation Commission*	Council	3 Years	Dawn Mills	3/16/15	4/1/18
Empire Zone Admin. Board	Council	3 Years	Joseph M. Butler, Jr.	3/16/15	5/31/18
Empire Zone Admin. Board	Council	3 Years	Anthony Doldo	3/16/15	5/31/18

*To comply with the City's Title VI policy, these vacancies will be advertised in the *Watertown Daily Times*, on the City of Watertown website, and will be posted on all CitiBus vehicles.