

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 21, 2014, 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 - Appointing Margaret M. Puccia as a Marriage Officer for the City of Watertown
- Resolution No. 2 - Appointment to the Transportation Commission, Dawn Mills
- Resolution No. 3 - Approving Grade Change of Title of Secretary I
- Resolution No. 4 - Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.
- Resolution No. 5 - Approving Change Order No. 1 for Arena Storage Building Project, D.E.W. Builders, Inc.
- Resolution No. 6 - Approving Amendment No. 4 to Professional Services Agreement, GHD Consulting Engineers LLC
- Resolution No. 7 - Accepting Bid for Water Transmission Main, Appurtenances and Park Trail Construction, North Country Contractors
- Resolution No. 8 - Accepting Bid for Arch Street Arch Repair, Bette & Cring, Inc.

ORDINANCES

LOCAL LAW

PUBLIC HEARING

OLD BUSINESS

Tabled	Resolution for Contract Extension - Paratransit Services, Guilfoyle Ambulance Service
--------	--

STAFF REPORTS

1. Request to Waive Fees at the Municipal Arena, Jefferson-Lewis Workforce Investment Board
2. City Tourism Fund – Request from DPAO

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, April 28, 2014, at 7:00 p.m.

ADJOURNMENT

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,
MAY 5, 2014.**

Res No. 1

April 15, 2014

To: The Honorable Mayor and City Council

From: Ann M. Saunders, City Clerk

Subject: Appointment of Marriage Officer

The attached resolution has been prepared in order to appoint Deputy Clerk Margaret Puccia as a Marriage Officer for the City of Watertown.

Appointing Margaret M. Puccia as a
Marriage Officer for the City of Watertown

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS Section 11-C(1) of the New York State Domestic Relations Law permits the City Council of the City of Watertown to appoint one or more Marriage Officers who shall have the authority to solemnize marriages within the City, and

WHEREAS the City Council of the City of Watertown adopted Local Law No. 2 of 2002, establishing the position of City Marriage Officer under Section 45-11.3 of the City Code of the City of Watertown, and

WHEREAS Margaret M. Puccia is over the age of 18 and is a resident of the City of Watertown, as required by Section 11-C(2) of the New York State Domestic Relations Law,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown that Margaret M. Puccia shall be appointed as a Marriage Officer for the City of Watertown with the duties established by Section 45-11.3 of the City Code of the City of Watertown and by Article 3 of the New York State Domestic Relations Law, for a term of four (4) years commencing immediately and expiring April 20, 2018.

Seconded by

Res No. 2

April 14, 2014

To: Members of the City Council

From: Sharon Addison, City Manager

Subject: Appointment to the Transportation Commission --
Dawn Mills

We presently have a vacancy on the Transportation Commission with the resignation of JoAnna Fassett, as detailed in the attached email from Transit Supervisor Kathy Webster.

Staff is recommending that Dawn Mills be appointed to fill Ms. Fassett's unexpired term, such term ending April 1, 2015. Ms. Mills works as a Case Manager for Transitional Living Services, is co-chair of the Jefferson County Suicide Prevention Coalition, and is past president of the Mental Health Board. She is also working on completing her Masters Degree and would make an excellent addition to the Transportation Commission.

After consultation with Transit Supervisor Kathy Webster, I respectfully offer her name in nomination to the City Council for its consideration.

RESOLUTION

Page 1 of 1

Appointment to the Transportation Commission,
Dawn Mills

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

BE IT RESOLVED by the City Council of the City of Watertown, New York, that Dawn Mills, 482 Black River Parkway, Watertown, New York, is hereby appointed to the Transportation Commission, to fill the unexpired term of JoAnna Fassett, which term expires April 1, 2015.

Seconded by

Giso, Elaine

From: Webster, Kathy
Sent: Friday, April 11, 2014 3:46 PM
To: Addison, Sharon
Cc: 'dmills@tls.nny.com'; Cratsenberg, Christine; Giso, Elaine
Subject: Transportation Commission Board Member- resign/replace

City Manager , Sharon Addison:

Per Elaine's request, I am submitting this email pertaining to filling a term on the Transportation Commission Board.

One of the current Board members , Joanna J. Fassett, has taken a new position that will not allow her to continue on the Transportation Board.

We have another person who is willing to continue Joanna Fassett's term until 4/15.

For your and council approval I submit the following person as my recommendation to fill this term vacancy.

Work address:

Ms. Dawn Mills
482 Black River Parkway
Watertown, New York 13601
office : 315-782-1777 ext. 1034

Dawn Mills currently works as a Case Manager for TLS , She is Co-Chair of Jefferson County Suicide Prevention Coalition. Past President of Mental Health Board. She will be completing her Masters this summer.

Home address:

Ms. Dawn Mills
PO Box 177
Brownville , N.Y. 13615

Have a nice day,

Kathy Webster

Transit Supervisor
City of Watertown NY
315-785-7772
315-755-9379 fax
kwebster@watertown-ny.gov

Res No. 3

April 16, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Salary Grade Change of Title of Secretary I

The attached resolution has been prepared in order to approve the change of grade for all employees holding the title of Secretary I. Total number of employees affected is four (4). The purpose of this change is to ensure the City is in compliance with New York State Department of Civil Service Law and the Rules and Regulations of the City of Watertown Civil Service Commission.

RESOLUTION

Page 1 of 1

Approving Grade Change of Title of Secretary I

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown, New York, is responsible for complying with New York State Department of Civil Service Law and the Rules and Regulations of the City of Watertown Civil Service Commission particularly as they relate to titles and job specifications of its employees, and

WHEREAS the City of Watertown, New York, has been informed by the City of Watertown Civil Service Commission that employees in the title of Secretary I are currently being paid at two different grade levels and that, therefore, the City is out of compliance with Civil Service Law §100, Certification of Payrolls, and Rule XXII of the City of Watertown Civil Service Commission, Certification of Payrolls, and

WHEREAS the City of Watertown, New York, must, therefore, take corrective action to ensure that all titles are in the same grade to comport with the law,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the change of grade for all employees holding the title of Secretary I to grade 11.

Seconded by

Res No. 4

April 9, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a and 207-c Program, POMCO Inc.

City Council approved on July 1, 2010 the proposal with POMCO Inc. to service Workers' Compensation claims on behalf of the City arising out of our facilities that are located in and around the City of Watertown. Additionally, they service General Municipal Law Section 207-a and 207-c claims on behalf of the City arising from the activities of our Police and Fire Departments located in and around the City of Watertown for the fiscal years of 2010 through 2013.

City Council approved on August 5, 2013 a one-year extension of that contract through July 31, 2014 at the same rates. POMCO Inc. is proposing another one-year extension through July 31, 2015 again at the same rates, for an annual fee of \$17,000 for Workers' Compensation Administrative Services and an annual fee of \$7,500 for General Municipal Law 207-a and 207-c. As stated in Administrative Specialist Matt Roy's attached report, POMCO has provided the City with exemplary service, and he recommends we extend this Agreement.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 2

Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown is a municipal government which operates facilities in and around said City, and

WHEREAS City employees, Police and Fire personnel work in these facilities in and around the City, and

WHEREAS the City of Watertown requires claims administration services for the City's Workers' Compensation claims arising at our facilities, and

WHEREAS the City of Watertown also requires claims administration services for the City's General Municipal Law 207-a and 207-c claims arising at our facilities, and

WHEREAS the City Council approved a three-year contract on July 6, 2010 with POMCO Group for Workers' Compensation and General Municipal Law Section 207-1 and 207-c Claims Administration Services in the amount of \$24,500 annually, and

WHEREAS the City Council approved a one-year contract extension on August 5, 2013 at the same rates through July 31, 2014, and

WHEREAS the City of Watertown wishes to extend this contract for an additional one-year period at the same rate,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program with POMCO Inc., 2425 James Street, Syracuse, New York, in the amount of \$24,500 annually, a copy of which is attached and made a part of this resolution, and

RESOLUTION

Page 2 of 2

Approving Amendment to Administrative Services Agreement for Self-Insured Workers' Compensation and 207-a & 207-c Program, POMCO Inc.

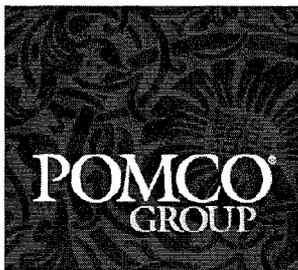
Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

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

Seconded by



**CITY OF WATERTOWN
ADMINISTRATIVE SERVICES AGREEMENT
Self-Insured Workers' Compensation and 207a & 207c Program**

AMENDMENT

This is an Amendment to the CITY OF WATERTOWN agreement entered into with POMCO Inc. on August 1, 2014. This Amendment extends the terms of the Agreement for a period of 1 year at an annual fee of \$17,000.00 for Workers' Compensation Administrative Services and an annual fee of \$7,500.00 for General Municipal Law 207A and 207C. The Agreement and all Amendments will terminate on July 31, 2015.

POMCO Inc. and the CITY OF WATERTOWN acknowledge and agree to the terms set forth in the underlying Amendment.

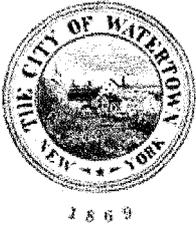
THE CITY OF WATERTOWN
City Hall, 245 Washington Street Room 302
Watertown, NY 13601

POMCO INC.
2425 James Street
Syracuse, New York 13206

By: _____
Name: _____
Title: _____
Date: _____

By: POMCO, Inc.
Name: _____
Title: President
Date: _____

CITY OF WATERTOWN, NEW YORK



FRINGE BENEFITS OFFICE
SUITE 301, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel: (315) 785-7755
FAX: (315) 755-6418
E-Mail: mroy@watertown-ny.gov

To: Sharon Addison
City Manager

From: Matthew Roy
Administrative Specialist

Re: Workers' Comp/GML 207-a & 207-c Contract

Date: April 3, 2014

I have attached a POMCO contract amendment for your review. This amendment serves as a one-year extension for the administration of the City's required Workers' Compensation and General Municipal Law 207-a and 207-c benefits. This amendment is the second one year extension of the original contract that spanned from August 1, 2010 to July 31, 2013. This extension will cover these services from August 1, 2014 to July 31, 2015 at the same price that was agreed upon with the original contract; \$17,000 for Workers' Compensation and \$7,500 for GML 207-a and 207-c. I highly recommend that we extend one more year given the exemplary service we have received from POMCO. If you should have any questions or would like to discuss, please let me know.

Res No. 5

April 14, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Change Order No. 1 for Arena Storage Building Project,
D.E.W. Builders Inc.

On October 7, 2013, City Council accepted the bids submitted for an Arena Storage Building, per our specifications, in the amount of \$256,952.46 from D.E.W. Builders Inc.

D.E.W. Builders Inc. has now submitted Change Order No. 1 to allow for an extension of time due to the extended winter conditions until June 20, 2014. As stated in City Engineer Kurt Hauk's attached report, this Change Order will not result in any cost increase, nor will it adversely impact operations.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Change Order No. 1 for
Arena Storage Building Project,
D.E.W. Builders, Inc.

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

Introduced by

WHEREAS City Council approved the bid submitted by D.E.W. Builders, Inc. on October 7, 2013 for an Arena Storage Building, per our specifications, in the amount of \$256,952.46, and

WHEREAS D.E.W. Builders, Inc. has now submitted Change Order No. 1 to allow for an extension of time until June 20, 2014, due to extended winter conditions,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York approves Change Order No. 1 submitted by D.E.W. Builders, Inc., a copy of which is attached and made part of this resolution, to allow for an extension of time until June 20, 2014 with no increase in costs, and

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

Seconded by

D.E.W. Builders Inc. 14398 U.S. Route 11 P.O. Box 200 - Adams Center, N.Y. 13606

dba Widrick Construction

www.widrickconstruction.com

Tel. 315-583-5213 - Fax 315-583-5318

CHANGE ORDER

Date: 04/07/2014	Job No: 201303143
Change Order No: 1	

To: City Of Watertown	Reference: Watertown Arena Building
245 Washington Street	600 W. T. Field Drive
Watertown, NY 13601	Watertown, NY 13601

Attention: Tom Maurer

The contract is changed as follows:
Extension of completion date due to winter weather conditions

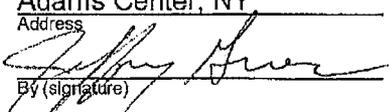
The original contract amount	\$ 256,952.46
The net change by previous Change Orders	\$ 0.00
The total prior to this Change Order	\$ 256,952.46

The contract will be changed by this change order	
In the amount of	\$ 0.00
The new contract price including this Change Order	\$ 256,952.46

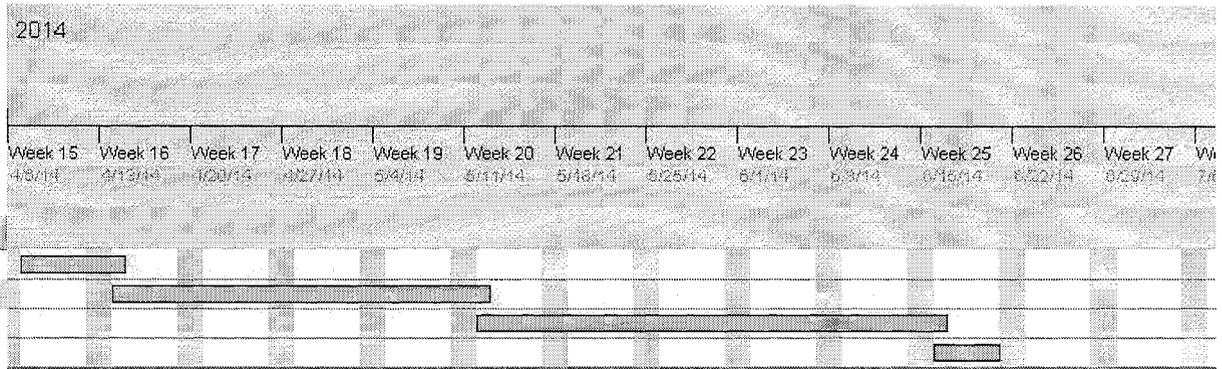
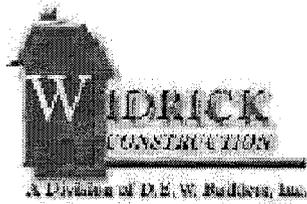
The Contract Time will be extended

The date of Substantial Completion as of the date of this Change Order therefore is
June 20, 2014

This Change Order becomes part of and in conformance with the existing contract.

_____ Architect (Firm Name)	D. E. W. Builders Inc. _____ Contractor (Firm Name)	_____ Owner (Firm Name)
_____ Address	Adams Center, NY _____ Address	_____ Address
_____ By (signature)	 _____ By (signature)	_____ By (signature)
_____ Typed Name	Jeff Greene _____ Typed Name	_____ Typed Name
_____ Date	April 7, 2014 _____ Date	_____ Date

Not valid until signed by all parties.





CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 11 April 2014

TO: Sharon Addison, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: Arena Storage Building Project, Change Order #1

Enclosed is a copy of Change Order #1 for the Arena Storage Building Project. It is a no cost increase change order that will extend the date of substantial completion until June 20, 2014.

This extension is requested by the contractor due to the extended winter conditions. The Superintendent of Parks and Recreation was consulted and it will not adversely impact operations.

Please prepare a resolution for City Council consideration.

Cc:
Erin Gardner, Superintendent of Parks and Recreation

Res No. 6

April 11, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Approving Amendment No. 4 to Agreement Between City of Watertown and GHD Consulting Engineers, LLC

On August 20, 2012, City Council approved Amendment No. 1 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant. On January 2, 2013, City Council approved Amendment No. 2. On April 23, 2013, City Council approved Amendment No. 3.

GHD has now submitted Amendment No. 4 at the request of the City, which will add design of modifications to the Control Building to include the Boiler Room. As stated in City Engineer Kurt Hauk's attached report, these documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The cost of the additional services by GHD is \$7,100 which will bring the total contract amount to \$774,700. The current Bond Ordinance has adequate contingency funds to cover the cost of this change order without the need for a bond ordinance amendment.

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment No. 4 to Professional Services Agreement, GHD Consulting Engineers LLC

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

YEA	NAY

Total

Introduced by

WHEREAS on August 20, 2012, the City Council of the City of Watertown approved Amendment No. 1 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

WHEREAS on January 2, 2013, the City Council of the City of Watertown approved Amendment No. 2 to Professional Services Agreement with GHD Consulting Engineers LLC, and

WHEREAS on April 23, 2013, the City Council of the City of Watertown approved Amendment No. 3 to Professional Services Agreement with GHD Consulting Engineers LLC, and

WHEREAS GHD Consulting Engineers LLC has submitted Amendment No. 4 which results in an additional amount of \$7,100 to the Agreement, bringing the total amount to \$774,700,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Amendment No. 4, a copy of which is attached and made part of this resolution, in the amount of \$7,100 to Professional Services Agreement with GHD Consulting Engineers LLC for the disinfection improvements to the Watertown Wastewater Treatment Plant, and

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

Seconded by



AMENDMENT NO. 4

TO AGREEMENT BETWEEN
CITY OF WATERTOWN, NEW YORK
AND
GHD CONSULTING ENGINEERS, LLC

WHEREAS, GHD Consulting Engineers, LLC (ENGINEER) and the City of Watertown, New York (OWNER) entered into an Agreement dated February 1, 2012 for Disinfection Improvements to the Watertown Wastewater Treatment Plant (Project); and

WHEREAS, the OWNER has requested ENGINEER to complete Additional Services related to building modification in the Control Building; and

NOW, THEREFORE, ENGINEER and OWNER agree to amend the Agreement as follows.

SCOPE OF SERVICES

1. Provide Design and Construction Administration services for modification and repair of the north wall of the Boiler Room in the Control Building.
2. Provide Design and Construction Administration services to install a new, larger access hatch in the floor of the Control Building Boiler Room.
3. Provide Design and Construction Administration services to relocate an existing structural column in the Control Building Conference Room.

PROJECT COSTS

	<u>Lump Sum Design and Construction Phase Services</u>
Boiler Room North Wall Modifications/Repairs	\$2,000
Boiler Room Enlarged Floor Hatch	\$3,200
Conference Room Column Relocation	<u>\$1,900</u>
Total	\$7,100

AUTHORIZATION

The return of one signed copy of this Amendment No. 4, together with a copy of a formal resolution of approval, constitutes acceptance of this Amendment and shall be written authorization for ENGINEER to proceed with the Scope of Service outlined above.

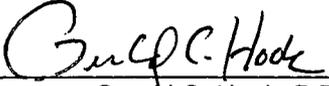
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 4 as of the last date entered below.

ENGINEER:

OWNER:

GHD CONSULTING ENGINEERS, LLC

CITY OF WATERTOWN, NEW YORK

By: 
Gerald C. Hook, P.E.

By: _____

Title: President

Title: _____

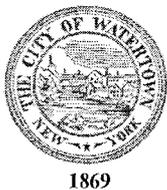
Date: 4/7/14

Date: _____

BGM:JDG/dlr

**DISINFECTION IMPROVEMENTS TO THE WATERTOWN WASTEWATER TREATMENT PLANT
AMENDMENT NO. 4 – LABOR HOUR DETAILS**

Task Description	Proj Dir	Eng/Sci	Jr Eng	Pr Staff	Designer	Support	Total
Boiler Room North Wall Modifications/Repairs	1	6	4	4		2	17
Boiler Room Enlarged Floor Hatch	1	4	4	8	10	2	29
Conference Room Column Relocation		8	4	4		1	17
Total:	2	18	12	16	10	5	63



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: April 11, 2014

TO: Sharon Addison, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Amendment #4: Wastewater Treatment Plant Outfall Disinfection System Design

Enclosed is Amendment #4 to the Wastewater Treatment Plant Agreement for the Disinfection System Design.

GHD has submitted Amendment #4 for the Disinfection System Design Agreement at the request of the City. This amendment adds the cost to design of modifications to the Control Building to include the Boiler Room north wall modification, enlarged Boiler Room floor hatch, and relocating a column in the conference room.

These documents have been reviewed and recommended by the Chief Plant Operator and the Superintendent of Water.

The cost of the additional services is \$7,100 which would bring the total contract amount to \$774,700.

Please prepare a resolution for Council consideration.

cc: Amy Pastuf, Purchasing Agent
Mike Sligar, Superintendent of Water
Jim Mills, Comptroller
Mark Crandall, Chief Operator STP
File

Res No. 7

April 16, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Water Transmission Main, Appurtenances and Park Trail Construction, North Country Contractors

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the Water Transmission Main, Appurtenances and Park Trail Construction for the building of a parallel main, construction of a new valve vault for the Eastern Reservoir, demolition of the old vault, site restoration and construction of a new park trail.

Bid specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. Invitations to bid were issued to eleven (11) vendors and area plan houses, with a total of eight (8) sealed bids being received that were publicly opened and read in the Purchasing Department on Friday, April 4, 2014 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the consultant engineering firm GHD, the Engineering Department and the Water Department, and it is their recommendation that we accept the base bid proposal in the amount of \$849,000 from North Country Contractors as the lowest qualifying bidder meeting City specifications. It is also their recommendation that we accept Alternate No. 1, which includes an asphalt top for the new walking trail, adding \$26,000 to the bid total. The other bids submitted are detailed in the attached report of Ms. Pastuf.

City Council approved a Bond Ordinance on March 3, 2013 in the amount of \$1,000,000 for this project. The amount of the approved Bond Ordinance is sufficient to cover the current estimated costs of the project: GHD Consulting Engineers LLC (\$58,400), North Country Contractors LLC (\$875,000) and bonding fees/contingency (\$66,600).

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Water Transmission Main, Appurtenances and Park Trail Construction, North Country Contractors

Introduced by

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Water Transmission Main, Appurtenances and Park Trail Construction for the building of a parallel main, construction of a new valve vault for the Eastern Reservoir, demolition of the old vault, site restoration and construction of a new park trail, and

WHEREAS bid specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports, and invitations to bid were issued to eleven (11) vendors and area plan houses, with a total of eight (8) sealed bids being received, and

WHEREAS on Friday, April 4, 2014, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the consultant engineering firm GHD, the Engineering Department and the Water Department, and it is their recommendation that the City Council accept the base bid proposal in the amount of \$849,000 from North Country Contractors as the lowest qualifying bidder meeting City specifications, and

WHEREAS it is further recommended that the City Council approve Alternate No. 1, an asphalt top for the new walking trail, adding \$26,000 to the bid total,

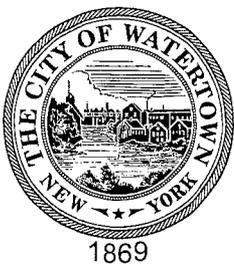
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by North Country Contractors in the amount of \$875,000 for the Water Transmission Main, Appurtenances and Park Trail Construction, as well as Alternate No. 1, as the lowest qualifying bidder meeting City specifications, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison be authorized and directed to sign all contracts associated with implementing this project.

Seconded by

FISCAL YEAR 2012-2013
 CAPITAL BUDGET
 INFRASTRUCTURE
 WATER MAIN CONSTRUCTION

PROJECT DESCRIPTION	COST
<p>Parallel Transmission Main to Thompson Park Reservoirs</p> <p>Designing and installing a 3,000 lineal foot of new 16 inch transmission main to upgrade distribution capacities by improving peak flow deliveries from the reservoirs, reducing discharge pressures on the Water Treatment Plant's finished water pumps, and improving vital redundancy in the distribution system.</p>  <p>Funding to support this project will be through the issuance of a 5 year serial bond with projected FY 2013-14 debt service of 99,667.</p>	<p>\$1,000,000</p>
TOTAL	\$1,000,000



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 2014-01 – Water Transmission Main, Appurtenances and Park Trail Construction– Bid Recommendation
DATE: 4/16/2014

The City's Purchasing Department advertised in the Watertown Daily Times on March 6, 2014 calling for sealed bids for a Water Transmission Main, Appurtenances and Park Trail Construction for the building of a parallel main, construction of a new valve vault for the Eastern Reservoir, demolition of the old vault, site restoration and construction of a new park trail. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange and the Dodge Reports. .

Bid Specifications were sent to eleven (11) vendors and area plan houses. Eight (8) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Friday, April 4, 2014 at 11:00 am, local time. The bid tally is provided below:

Description	Acts II Construction	D.E.Tarolli	Grant Street Construction, Inc.	J.E. Sheehan Contracting	Marcellus Construction	North County Contractors	Starks Gravel & Excavation	T.J. Fiacco
Contract #1, Total Base Bid	\$987,000.00	\$1,215,705.00	\$1,210,000.00	\$1,141,900.00	\$924,031.00	\$849,000.00	\$1,058,450.00	\$1,189,600.00
Contract #1, Total Alternate #1	\$1,051,260.00	\$1,206,580.00	\$1,296,000.00	\$1,191,900.00	\$949,987.00	\$875,000.00	\$1,038,450.00	\$1,169,600.00

The bids were reviewed by the consultant engineering firm GHD, the Engineering Department, the Water Department, and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the base bid proposal from North Country Contractors for a bid total of \$849,000.00 and approve Alternate #1, an asphalt top for the new walking trail, adding \$26,000.00 to the bid total.

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

CANVASS OF BIDS



GHD Consulting Engineers LLC
 One Remington Park Drive
 Cazenovia, NY 13035

PROJECT NAME: WATER TRANSMISSION MAIN, APPURTENANCES, AND PARK TRAIL CONSTRUCTION

CONTRACT NO.: 1

LOCATION: Watertown, NY

GHD JOB NO. 8614942

BIDS OPENED: City of Watertown, 04/04/2014 at 11:00 a.m.

Item No.	Bid Item Description	Est Qty	Units	Acts II Construction		D.E. Tarolli, Inc		Grant Street Construction		J.E. Sheehan Contractors		Marcellus Construction	
				658 US Hwy 11 Gouverneur, NY 13642		6602 Herman Road Warrens, NY 13164		48 Grant St Cortland, NY 13045		208 Sissonville Road Potsdam, NY 13676		11151 US Route 11 Adams, NY 13605	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Rate	Total
1	Exploratory Excavation	100	Cubic Yards	\$0.10	\$10.00	\$56.00	\$5,600.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$10.00	\$1,000.00
2	Excavation Below Subgrade	350	Cubic Yards	\$5.00	\$1,750.00	\$8.00	\$2,800.00	\$20.00	\$7,000.00	\$30.00	\$10,500.00	\$5.00	\$1,750.00
3	Rock Excavation	150	Cubic Yards	\$200.00	\$30,000.00	\$126.00	\$18,900.00	\$125.00	\$18,750.00	\$200.00	\$30,000.00	\$200.00	\$30,000.00
4	6-Inch Ductile Iron Water Main and Fittings, In Place	20	Linear Feet	\$100.00	\$2,000.00	\$59.00	\$1,180.00	\$87.00	\$1,740.00	\$120.00	\$2,400.00	\$200.00	\$4,000.00
5	8-Inch Ductile Iron Water Main and Fittings, In Place	300	Linear Feet	\$60.00	\$18,000.00	\$60.00	\$18,000.00	\$92.00	\$27,600.00	\$150.00	\$45,000.00	\$201.00	\$60,300.00
6	16-Inch Ductile Iron Water Main and Fittings, In Place	2,850	Linear Feet	\$100.00	\$285,000.00	\$206.00	\$587,100.00	\$150.00	\$427,500.00	\$160.00	\$456,000.00	\$106.00	\$302,100.00
7	4-Inch Ductile Iron Water Main and Fittings, In Place	20	Linear Feet	\$80.00	\$1,600.00	\$50.00	\$1,000.00	\$90.00	\$1,800.00	\$100.00	\$2,000.00	\$195.00	\$3,900.00
8	Additional Compact Ductile Iron Fittings, In Place	3,500	Lbs.	\$4.00	\$14,000.00	\$12.00	\$42,000.00	\$6.00	\$21,000.00	\$4.00	\$14,000.00	\$9.00	\$31,500.00
9	Hydrant Assembly, Complete	5	Each	\$3,000.00	\$15,000.00	\$6,300.00	\$31,500.00	\$8,000.00	\$40,000.00	\$15,000.00	\$75,000.00	\$7,000.00	\$35,000.00
10	6-Inch Gate Valve	3	Each	\$4,000.00	\$12,000.00	\$875.00	\$2,625.00	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$750.00	\$2,250.00
11	8-Inch Gate Valve	3	Each	\$5,000.00	\$15,000.00	\$1,300.00	\$3,900.00	\$1,600.00	\$4,800.00	\$2,500.00	\$7,500.00	\$1,000.00	\$3,000.00
12	16-Inch Gate Valve	12	Each	\$8,000.00	\$96,000.00	\$11,800.00	\$141,600.00	\$12,000.00	\$144,000.00	\$9,000.00	\$108,000.00	\$7,500.00	\$90,000.00
13	4-Inch Gate Valve	3	Each	\$4,000.00	\$12,000.00	\$725.00	\$2,175.00	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00	\$650.00	\$1,950.00
14	Select Backfill Materials, NYSDOT Course 304, Type 2	350	Cubic Yards	\$40.00	\$14,000.00	\$35.00	\$12,250.00	\$20.00	\$7,000.00	\$50.00	\$17,500.00	\$18.00	\$6,300.00
15	Temporary Pavement Replacement	50	Square Yards	\$30.00	\$1,500.00	\$23.00	\$1,150.00	\$40.00	\$2,000.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
16	General Construction	1	Lump Sum	\$367,400.00	\$367,400.00	\$245,800.00	\$245,800.00	\$369,110.00	\$369,110.00	\$200,000.00	\$200,000.00	\$208,176.00	\$208,176.00
17	West Reservoir Valve Replacement	1	Lump Sum	\$61,000.00	\$61,000.00	\$28,000.00	\$28,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$25,500.00	\$25,500.00
18	Park Trail (Crush Stone Top) (Base Bid)	1	Lump Sum	\$40,740.00	\$40,740.00	\$70,125.00	\$70,125.00	\$80,000.00	\$80,000.00	\$110,000.00	\$110,000.00	\$114,805.00	\$114,805.00
Contract #1, Total Base Bid (Sum of Bid Items 1 thru 18)					\$987,000.00		\$1,215,705.00		\$1,210,000.00		\$1,141,900.00		\$924,031.00
19	Park Trail (Asphalt Top)	1	Lump Sum	\$105,000.00	\$105,000.00	\$61,000.00	\$61,000.00	\$166,000.00	\$166,000.00	\$160,000.00	\$160,000.00	\$140,761.00	\$140,761.00
Contract #1, Total Alternate #1 Bid (Sum of Bid Items 1 thru 17 and 19)		1			\$1,051,260.00		\$1,206,580.00		\$1,296,000.00		\$1,191,900.00		\$949,987.00

Item No.	Bid Item Description	Est. Qty.	Units	North Country Contractors-LLC		Stark's Excavation		TJ Fiacco Construction LLC	
				23892 US Route 11, P.O. Box 348 Calhoun, NY 13616		County Route 40 Constable, NY 12926		7666 State Hwy 56 Norwood, NY 13668	
				Rate	Total	Rate	Total	Rate	Total
1	Exploratory Excavation	100	Cubic Yards	\$10.00	\$1,000.00	\$5.00	\$500.00	\$25.00	\$2,500.00
2	Excavation Below Subgrade	350	Cubic Yards	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$50.00	\$17,500.00
3	Rock Excavation	150	Cubic Yards	\$250.00	\$37,500.00	\$170.00	\$25,500.00	\$100.00	\$15,000.00
4	6-Inch Ductile Iron Water Main and Fittings, In Place	20	Linear Feet	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00
5	8-Inch Ductile Iron Water Main and Fittings, In Place	300	Linear Feet	\$75.00	\$22,500.00	\$70.00	\$21,000.00	\$80.00	\$24,000.00
6	16-Inch Ductile Iron Water Main and Fittings, In Place	2,850	Linear Feet	\$134.00	\$381,900.00	\$150.00	\$427,500.00	\$200.00	\$570,000.00
7	4-Inch Ductile Iron Water Main and Fittings, In Place	20	Linear Feet	\$50.00	\$1,000.00	\$50.00	\$1,000.00	\$60.00	\$1,200.00
8	Additional Compact Ductile Iron Fittings, In Place	3,500	Lbs.	\$5.00	\$17,500.00	\$10.00	\$35,000.00	\$10.00	\$35,000.00
9	Hydrant Assembly, Complete	5	Each	\$5,000.00	\$25,000.00	\$4,000.00	\$20,000.00	\$4,000.00	\$20,000.00
10	6-Inch Gate Valve	3	Each	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$1,000.00	\$3,000.00
11	8-Inch Gate Valve	3	Each	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00	\$1,400.00	\$4,200.00
12	16-Inch Gate Valve	12	Each	\$7,500.00	\$90,000.00	\$9,300.00	\$111,600.00	\$15,000.00	\$180,000.00
13	4-Inch Gate Valve	3	Each	\$500.00	\$1,500.00	\$850.00	\$2,550.00	\$1,000.00	\$3,000.00
14	Select Backfill Materials, NYSDOT Course 304, Type 2	350	Cubic Yards	\$15.00	\$5,250.00	\$32.00	\$11,200.00	\$40.00	\$14,000.00
15	Temporary Pavement Replacement	50	Square Yards	\$100.00	\$5,000.00	\$151.00	\$7,550.00	\$40.00	\$2,000.00
16	General Construction	1	Lump Sum	\$121,400.00	\$121,400.00	\$260,000.00	\$260,000.00	\$200,000.00	\$200,000.00
17	West Reservoir Valve Replacement	1	Lump Sum	\$29,200.00	\$29,200.00	\$63,000.00	\$63,000.00	\$17,000.00	\$17,000.00
18	Park Trail (Crush Stone Top) (Base Bid)	1	Lump Sum	\$100,000.00	\$100,000.00	\$62,500.00	\$62,500.00	\$80,000.00	\$80,000.00
Contract #1 - Total Base Bid (Sum of Bid Items 1 thru 18)					\$849,000.00		\$1,058,450.00		\$1,189,600.00
19	Park Trail (Asphalt Top)	1	Lump Sum	\$126,000.00	\$126,000.00	\$42,500.00	\$42,500.00	\$60,000.00	\$60,000.00
Contract #1 - Total Alternate #1 Bid (Sum of Bid Items 1 thru 17 and 19)					\$875,000.00		\$1,038,450.00		\$1,169,600.00



April 11, 2014

Mr. Kurt Hauk, P.E.
City Engineer
City of Watertown
245 Washington Street
Watertown, NY 13601

Re: City of Watertown Bid 2014-01 Bid Recommendation
Water Transmission Main, Appurtenances, and Park Trail Construction Project
GHD No. 8614942.46

Dear Mr. Hauk:

Bids for the Water Transmission Main, Appurtenances and Park Trail Construction Project were received and opened by the City of Watertown on Friday, April 4, 2014, at 11:00 am. All bids are listed on the enclosed Canvas of Bids.

The low Base Bid and Alternate No. 1 Bid was submitted for the project was by North Country Contractors, LLC., located at 23892 US Route 11, P.O. Box 348, Calcium, NY 136166 for the amount of \$849,000.00, and \$875,000.00 respectively.

Based on our review of the bid information, we find no cause or reason why the Water Transmission Main, Appurtenances and Park Trail Construction Project should not be awarded to North Country Contractors, LLC for the Base Bid amount of \$849,000.00, or for the Alternate No. 1 Bid amount of \$875,000.00.

If you have any questions, please contact our office.

Sincerely,

GHD CONSULTING ENGINEERS, LLC

Kevin Castro, P.E.
Service Group Manager – Water/Infrastructure

JBA/mrv

Enclosure

cc: Justin Wood, P.E., City of Watertown (w/enc.)
Joseph Awald, P.E., GHD Consulting Engineers, LLC (w/enc.)



CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: 10, April 2014

TO: Amy Pastuf, Purchasing Manager

FROM: Justin Wood, Civil Engineer II

SUBJECT: 16 Inch Parallel Watermain Project

The Engineering Department has reviewed the bids received on April 4, 2014 for the Water Transmission Main, Appurtenances, and Park Trail Construction project (otherwise known as the Parallel Watermain Project).

It is our recommendation that the base bid with alternate no.1 be awarded to North County Contractors LLC, Calcium NY, in the amount of \$875,000.00. The base bid, in the amount of \$849,000.00, includes construction of 2,850 LF of 16 inch water main and valves, a precast concrete valve chamber, and a 2,000 LF gravel maintenance trail along the pipe corridor. Bid Alternate No. 1 adds \$26,000.00 to the base bid, to place asphalt on the entire length of the 10 foot wide maintenance trail, connecting North Entrance Drive (near Park Circle) and Tower Entrance Drive (Franklin Street extension), with the added benefit of being available for hiking and biking use.

Eight bids were received ranging from \$1,296,000.00 (Including Bid Alternate No. 1), to the low bid stated above.

City Council approved a bond ordinance on March 3, 2013 in the amount of \$1,000,000 for this project. The amount of the approved bond ordinance is sufficient to cover the current estimated costs of the project (GHD Consulting Engineers LLC (\$58,400), North Country Contractors, LLC (\$875,000) and bonding fees/contingency (\$66,600)).

Cc. Sharon Addison, City Manager
Jim Mills, City Comptroller
Kurt Hauk, City Engineer

Res No. 8

April 16, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Accepting Bid for Arch Street Arch Repair,
Bette & Cring, Inc.

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for repair of the Arch Street arch, which includes installation of a certified shoring system under the stone arch, removal and disposal of deteriorated mortar on the arch, repointing the joints of the entire stone arch, and removal and disposal of excess material involved with the installation of a 2" layer of Shotcrete on the top of the arch.

Bid specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports, and the Empire State Purchasing Group. Bid specifications were sent to seven (7) contractors, with a total of five (5) sealed bids being received that were publicly opened and read in the Purchasing Department on Friday, April 11, 2014 at 11:00 a.m.

City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that we accept the bid proposal in the amount of \$194,000 from Bette & Cring, Inc. as the lowest qualifying bidder meeting City specifications. The other bids submitted are detailed in the attached report of Ms. Pastuf.

Funding for this project will be provided through the Consolidated Local Street and Highway Improvement Program (CHIPs).

A resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Arch Street Arch Repair,
Bette & Cring, Inc.

Introduced by

Council Member BURNS, Roxanne M.
Council Member BUTLER, Joseph M. Jr.
Council Member JENNINGS, Stephen A.
Council Member MACALUSO, Teresa R.
Mayor GRAHAM, Jeffrey E.
Total

YEA	NAY

WHEREAS the City Purchasing Department has advertised and received sealed bids for the repair of the Arch Street arch, and

WHEREAS bid specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports, and the Empire State Purchasing Group, and bid specifications were sent to seven (7) contractors, with a total of five (5) sealed bids being received, and

WHEREAS on Friday, April 11, 2014, at 11:00 a.m. in the City Purchasing Department, the bids received were publicly opened and read, and

WHEREAS City Purchasing Manager Amy M. Pastuf reviewed the bids received with the Engineering Department, and it is their recommendation that the City Council accept the bid proposal in the amount of \$194,000 from Bette & Cring, Inc. as the lowest qualifying bidder meeting City specifications,

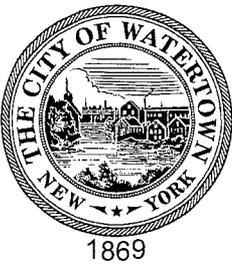
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Bette & Cring, Inc. in the amount of \$194,000 for the repair of the Arch Street arch, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison be authorized and directed to sign all contracts associated with implementing this project.

Seconded by

FISCAL YEAR 2012-2013
 CAPITAL BUDGET
 INFRASTRUCTURE
 MAINTENANCE OF BRIDGES

PROJECT DESCRIPTION	COST
<p>Arch Street Culvert</p> <p>This project involves the installation of a waterproof membrane over the stone arch structure to prevent water leakage into the masonry joints. Once the leakage is prevented, The masonry requires extensive re-pointing to stabilize the structure, and extend the service life of the culvert.</p>  <p>Funding to support this program will be from the Consolidated Local Street and Highway Improvement Program (CHIPs) program.</p>	<p>\$100,000</p>
TOTAL	\$100,000



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 2014-03 – Arch Street Arch Repair – Bid Recommendation
DATE: 4/16/2014

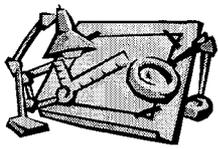
The City's Purchasing Department advertised in the Watertown Daily Times on March 4, 2014 calling for sealed bids for the Arch Street Arch Repair. The project entails the installation of a certified shoring system under the Stone Arch on Arch Street, removal and disposal of deteriorated mortar on the arch, repointing the joints of the entire Stone Arch as detailed in the plans and specification, removal and disposal of excess material involved with the installation a 2" layer of Shotcrete on the top of the arch as detailed in the plans and specification and reconstruction of the roadway in accordance with the plans and specifications.

Bid Specifications were sent to seven (7) contractors. Bid Specifications were filed with the Northern New York and Syracuse Builders Exchange, the Dodge Reports and the Empire State Purchasing Group. Five (5) sealed bids were submitted to the Purchasing Department. The sealed bids were publically opened and read on Friday, April 11 2014 at 11:00 am, local time. The bid tally is provided below:

Description	Bette & Cring, Inc	B-S Industrial Contractors, Inc.	Town and County Bridge & Rail, Inc.	Tuscarora Construction Company, Inc.	Vector Construction Corporation
Lump Sum Price	\$194,000.00	\$319,000.00	\$374,860.00	\$247,600.00	\$409,000.00

The bids were reviewed by Engineering Department and the Purchasing Department to ensure that they meet the required specifications. It is recommended that we accept the bid proposal from Bette & Cring, Inc for a bid total of \$194,000.00. There will not be a need to issue a bond for this project as funding will provided through our CHIPS allotment.

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



INTEROFFICE MEMO

Engineering Department

DATE: April 16, 2014

TO: Amy Pastuf, Purchasing Agent

FROM: Kurt Hauk, City Engineer

SUBJECT: Arch Street Arch Repair

The Engineering Department has reviewed the bids received on April 7, 2014 for the Arch Repair.

It is our recommendation that the bid be awarded to Bette and Cring LLC, in the amount of \$194,000.

Tabled

April 9, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: Pataransit Bus Service -- Contract Extension

City Council approved a bid proposal and subsequent contract on May 21, 2012 with Guilfoyle Ambulance Service to provide Paratransit Bus Services for the Citibus Transportation System. This service provides properly licensed and certified employees to operate wheelchair lift-equipped buses that provide transportation for disabled persons.

The current contract expires on June 30, 2014 and provides three additional one-year terms with a price increase not to exceed 6% in any one renewal year.

Guilfoyle is requesting an extension of one year to June 30, 2015, along with an increase of 6% to cover the increase in Paratransit service usage for an annual contract of \$89,393.98.

At the April 7, 2014 meeting, City Council requested a contract that specifically addresses the extension and the renewal amounts. The attached contract has been reviewed with Guilfoyle by City Purchasing Manager Amy Pastuf and Superintendent of Public Works Eugene Hayes, as well as City Attorney Robert Slye.

The resolution is attached for City Council consideration.

RESOLUTION

Page 1 of 1

Contract Extension - Paratransit Services,
Guilfoyle Ambulance Service

Council Member BURNS, Roxanne M.
 Council Member BUTLER, Joseph M. Jr.
 Council Member JENNINGS, Stephen A.
 Council Member MACALUSO, Teresa R.
 Mayor GRAHAM, Jeffrey E.

	YEA	NAY
Total		

Introduced by

Council Member Teresa R. Macaluso

WHEREAS the City Council approved a two-year contract on May 21, 2012 with Guilfoyle Ambulance Service to operate the City's Paratransit Program, and

WHEREAS that contract included an option to renew the contract for three additional one-year terms with a price increase not to exceed 6% in any one renewal year, and

WHEREAS Guilfoyle is offering a one-year extension to June 30, 2015 with a 6% price increase for an annual contract of \$89,393.98,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the contract extension of one-year with Guilfoyle Ambulance Service for Paratransit Services for an annual contract of \$89,393.98, and

BE IT FURTHER RESOLVED that the City Manager Sharon Addison is hereby authorized and directed to execute any documents necessary to extend the current contract for one year.

Seconded by Council member Joseph M. Butler Jr.

CONTRACT FOR PARATRANSIT SERVICES

The City of Watertown, New York and
Guilfoyle Ambulance Service, Inc.

PURPOSE

This Agreement for Paratransit Service is being made, and is intended to be effective as of July 1, 2014, between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City") and Guilfoyle Ambulance Service Inc., having a mailing address at 1291 Faichney Drive, Watertown, New York 13601 ("Guilfoyle").

INTRODUCTION

Whereas the City operates a City Bus System established to provide transportation services to the general public; and

Whereas the City is required to comply with Title 11 of the Americans with Disabilities Act of 1990 (the "ADA") by providing a level of public transportation services to disabled persons which is comparable to that provided to persons without disabilities; and

Whereas the City previously solicited, and received, proposals from qualified contractors to provide Paratransit services in accordance with both the ADA and with the City's bid specifications; and

Whereas Guilfoyle appears to be a skilled and competent public transportation provider having more than ten years experience providing coach service to persons with disabilities in the Jefferson County and Watertown area;

Now, therefore, in consideration of the mutual covenants and representations as stated herein, the City and Guilfoyle agree as follows:

SECTION I – AGREEMENT

1. Term of Agreement – The term of this Agreement shall be for the period from July 1, 2014 through June 30, 2015.
2. The Agreement may be renewed by the City for two additional one year periods from July 1, 2015 through June 30, 2017.

SECTION II – PROVISION OF SERVICE

1. Guilfoyle represents that it has familiarized itself with the terms and requirements of the Americans with Disabilities Act of 1990 (the ADA), as amended, and all applicable Federal, State, and local law(s) or regulation(s).
2. Guilfoyle shall agree to provide a level of public transportation services to disabled persons which are comparable to that provided to persons without disabilities by the CitiBus Fixed Route System. In this regard, the transportation service to be provided by Guilfoyle shall be curb-of-origin to curb-of-destination.
3. Guilfoyle shall agree to provide Paratransit services to ADA eligible persons to all points within the City of Watertown and to all points three-fourths (3/4) of a mile beyond any CitiBus fixed route.
4. The City reserves the right to modify or extend any existing fixed route, at its discretion, and upon 30 days written notice, Guilfoyle will be required to provide any changes in its service to meet the required coverage areas as noted above.
5. Guilfoyle shall agree to provide Paratransit service to ADA eligible person during the same days and hours of operation as the City's fixed route bus service. Currently operating hours are: Monday through Friday – 7:00 a.m. to 6:15 p.m and Saturday, 9:40 a.m. – 5:35 p.m. The City reserves the right to change hours of operation upon 30 day written notice to Guilfoyle.
6. Guilfoyle shall agree to provide a dedicated phone line to be used for Paratransit service only. Guilfoyle shall bear all costs associated with the phone line.
7. The dedicated phone line shall permit ADA eligible persons to call a live dispatcher, or other trip scheduling individual to request a trip five (5) days a week during normal business hours of 9:00 A.M. to 5:00 P.M. Furthermore, Guilfoyle agrees to provide an answering machine or other similar device or service to allow individuals the opportunity to request a trip outside of the normal business hours as defined above. All telephone calls shall be handled in a professional and timely manner.
8. Guilfoyle shall provide requested service on a next day basis (i.e. A trip shall be provided to any patron at any time during the operational hours of a day provided that the trip is scheduled anytime during the previous day).
9. Guilfoyle shall not schedule ADA eligible person(s) on a trip to begin more than one (1) hour before, or one (1) hour after, the individual's desired departure time unless negotiated with the individual.
10. Guilfoyle shall operate a system that allows reservations to be taken fourteen (14) days in advance for ADA eligible individuals.
11. If, at any time, the City chooses to increase or decrease the hours of fixed route service, the level of Paratransit service shall increase or decrease accordingly. Likewise, the fee that will be provided to Guilfoyle will be adjusted accordingly. Any fee adjustment will be negotiated between the City and Guilfoyle.

SECTION III – EQUIPMENT

1. Vehicles: The City of Watertown will provide, for the contractor's use, three (3) motor vehicle(s) which are accessible to ADA Paratransit eligible persons, each of which shall be equipped with three (3) wheel chair positions with tie downs and fourteen (14) seating positions. The ADA compliant buses currently owned by the City and available for use are described in Appendix A to this contract.

2. Maintenance: The City owned motor vehicles to be used by Guilfoyle in performance of this service shall be maintained at the sole expense of the City with the following exceptions:

A. The general cleaning of the inside of the vehicles will be the responsibility of Guilfoyle. Inside cleaning (including sweeping and mopping) shall be done at least once daily or more if needed. The cleaning of the inside of the windows shall be done at least once weekly. The walls and the ceiling of the bus shall be cleaned at least two times per year.

B. The general cleaning of the outside of the vehicles will be the responsibility of Guilfoyle. Outside cleaning (washing) shall be done at least once daily.

3. Guilfoyle will be required to submit daily vehicle condition reports and vehicle maintenance reports to the DPW Central Garage Supervisor, 557 Newell Street as necessary. Fax reports to CitiBus at 315-755-9379 and fax to DPW Central Garage 315-782-0293. Sample reports are attached for your reference.

4. Guilfoyle agrees to notify the City of any minor defects or problems that occur with the vehicles on the daily vehicle condition report. Any major problems that occur are to be immediately reported to the Central Garage Supervisor.

5. The City shall not be responsible for any tickets or moving violations that are incurred as a result of any lack of maintenance that is not reported to the City.

6. The City shall maintain the buses in full compliance with Federal ICC, State and local highway rules and regulations, including inspection standards as set forth by the New York State Department of Motor Vehicles.

7. Fuel for the vehicles will be provided by the City of Watertown at its sole expense. Fuel will be available from the fueling station at the D.P.W. facilities on Newell Street. Fuel will be available for the Paratransit vehicles on Monday-Friday only between the hours of 8:00 A. M. to 4 P.M. Fuel will not be available on legal holidays.

8. Vehicle Use: The three vehicles shall be utilized on a rotation basis to ensure equal use of each as follows: On Monday of each week, the vehicles shall be rotated so that two vehicles are the primary vehicle for the week and the other vehicle would be the primary vehicle for the following week. The third vehicle is for rotation only and to allow for preventive maintenance.

9. The vehicles shall be used for providing CitiBus Paratransit service only. No other uses will be permitted by Guilfoyle.

10. Vehicle Storage: Guilfoyle will be responsible for providing a secured storage facility for the two vehicles that are in use for the week. The facility will be subject to inspection by the City. The

reserve or rotation vehicle will be stored at the City of Watertown's D.P.W. facility on Newell Street when not in use.

SECTION IV – PERSONNEL

1. It shall be the responsibility of Guilfoyle to provide personnel who possess the requisite education, training, and/or experience to operate and maintain the equipment/vehicles and to provide the level of service to ADA eligible persons, which is required by the ADA.

2. In addition, Guilfoyle shall represent that its drivers hold at a minimum, (or at least) C.D.L. Class C, minimum N-1 restrictive endorsement, licenses with a "Passenger" endorsement, and will maintain eligibility in accordance with pertinent provisions of the New York State Department of Transportation's Rules.

3. Guilfoyle shall follow all Article 19-A requirements of Section 509 of the Vehicle and Traffic law.

4. Guilfoyle will also comply with the rules and regulations as required under the Omnibus Transportation Act of 1991.

5. Personnel employed by Guilfoyle who operate the Paratransit vehicles must present themselves to the public in a clean manner, be neatly dressed, clean shaven (if applicable) and must not smoke at anytime in or around the Paratransit vehicles.

6. The City reserves the right to have any personnel deemed undesirable removed from driving the City vehicle at any time.

SECTION V – CAPACITY CONSTRAINTS

1. No restrictions shall be made on the number of trips an ADA eligible individual will be provided. There shall be no waiting lists for registration for service.

2. There shall be no operational pattern or practice that significantly limits the availability of service to ADA eligible persons. This includes such patterns as: (1) Substantial number of significantly untimely pickups for initial or return trips; (2) Substantial number of trip denials or missed trips; (3) Substantial number of trips with excessive trip lengths.

3. CitiBus Paratransit Service, enforces a "no show policy" (failure to cancel unwanted service, or arriving more than five (5) minutes beyond pick-up time is considered a "no show"). Three (3) "no shows" in a 30-day period can result in a 30-day suspension of service.

SECTION VI – PARATRANSIT SERVICE APPLICATION & VERIFICATION

1. Guilfoyle shall work to identify all potential ADA eligible persons by the process below:

(A) Distribute application and professional verification forms (provided by the City) to potential ADA eligible persons upon request of any individual or agency.

(B) Actively search for new ADA eligible patrons by presenting the application process and service features in person to any individual or group who may request such a presentation.

(C) Collect and review the applications for completeness and return them to the CitiBus Office for processing within seven (7) days of receiving the application(s).

(D) Verify the identity of the ADA eligible rider prior to each trip.

SECTION VII – PROGRAM ADMINISTRATION

1. Guilfoyle shall maintain records, which will describe the level of service and shall provide to the City, on a daily/monthly basis, the following information:

(A) Beginning and end of each day, each vehicle odometer and hub mileage reading.

(B) Total number of trips provided.

(C) Total number of personal care attendant trips provided.

(D) Total number of “loaded” miles of service.

(E) Total number of “unloaded” miles of service.

(F) Total amount of fares collected.

(G) Number of persons determined eligible for service in the month.

(H) Miscellaneous other data as requested.

2. Guilfoyle agrees to provide the City with a Daily Trip & Mileage Report, Monthly Report, and Quarterly Report for the level of service provided as set forth above on a daily, monthly and quarterly basis. These reports will be submitted in addition to the daily vehicle condition report and vehicle maintenance report as noted above in the Equipment Section.

3. Guilfoyle agrees to maintain its records in a confidential manner and to have the same readily accessible within Jefferson County to appropriate City personnel for the City’s inspection during normal business hours.

4. All daily, monthly and annual reporting and/or correspondence regarding the Paratransit program shall be directed to the Transit Supervisor in the CitiBus Office, 544 Newell Street, Watertown, New York 13601-2448.

SECTION VIII – FARES

1. Guilfoyle shall charge a fare, which is set by the City Council for each ADA eligible person per one-way trip to ride on the Paratransit bus. This fare is currently set at \$3.00.

2. The same fare will similarly be charged to any visitors that accompany an ADA eligible person.

3. A personal care attendant traveling with an ADA eligible person will not be charged a fare.

4. Fares shall be collected from the riders at the time of pick up. Fare boxes shall be delivered to the City Comptroller’s Office, 245 Washington Street, Suite 203, daily (except weekends and holidays) by 11 a.m. the following day.

SECTION IX – SAFETY PLAN

Guilfoyle agrees to adopt, implement and comply with the City of Watertown's Safety Plan.

SECTION X – ACCIDENT REPORTS

All passenger injuries and miscellaneous incidents shall be reported, as soon as possible, via telephone and in writing to the City's Transportation Department within 48 hours of occurrence.

SECTION XI– INSURANCE

1. The City shall provide and maintain automobile insurance for both vehicles used in connection with this contract. This insurance shall cover all vehicles and drivers used by Guilfoyle in connection with fulfilling its obligations.

2. In the event of an accident, mishap or other event, which causes damage to the vehicle(s), which is determined to be the fault of Guilfoyle, Guilfoyle will be responsible for the insurance deductible. The deductible amount is currently set at \$500 for comprehensive and \$500 for collision.

3. All drivers employed by Guilfoyle who will be operating the Paratransit vehicles must have clean records. A DMV abstract for each driver has been submitted to the City. Also, a DMV abstract will be required to be submitted to the office of the City's Transit Supervisor at time of hire for each new employee during the duration of this contract. Guilfoyle will be required on an annual basis, June 30, to submit to the City's Transit Supervisor a listing of all drivers who are employed to operate the City's Paratransit vehicles, along with an abstract for each one.

4. Guilfoyle shall procure and maintain Workers' Compensation insurance and disability insurance in accordance with the laws of the State of New York. This insurance shall cover all persons who are employees of the contractor under the laws of the State of New York.

5. Guilfoyle and their employees agree that the City of Watertown's Transit Supervisor or designee will be notified within 24 hours of any DMV driving infraction, whether it be on or off the job, or any other action that may result in the loss of an employee's license or their ability to drive/operate a motor vehicle.

SECTION XII - DRUG AND ALCOHOL TESTING

1. Guilfoyle shall implement a system that will make provisions for drug and alcohol testing of their drivers who are employed to operate the City's Paratransit Service.

2. The standard operational procedures and testing of drivers shall be in place upon commencement of the service.

3. Guilfoyle's Drug and Alcohol Policy shall follow all guidelines as set forth in the Federal Government's Omnibus Transportation Employee Testing Act of 1991 and meet the Federal requirements of 49 CFR Parts 40 and 655.

4. Guilfoyle shall provide the City with copies of their Drug and Alcohol Policy and shall submit documentation to the City on a quarterly basis verifying that testing is being conducted according to all applicable standards.

5. Guilfoyle shall submit their Drug and Alcohol tests summary report for the calendar year, to the City's Transit Supervisor for FTA reporting, by January 31st of each year.

6. All costs associated with this testing shall be the responsibility of Guilfoyle.

7. Guilfoyle shall provide on a Quarterly basis a roster of all safety sensitive employees who will be subject to Drug and Alcohol testing. The City's Transportation Office shall be notified within 48 hours of all new employees who will be subject to Drug and Alcohol testing as well as those employees who have left Guilfoyle's employment.

8. The City reserves the right to verify Guilfoyle's compliance with all Drug and Alcohol requirements on a 24-hour notice.

SECTION XIII – PAYMENT

1. Payment for services provided will be remitted within 30 days of receipt of vendor invoice. Any/all monetary shortages of fares collected versus passengers reported will be deducted from monthly remittances by the City.

2. The City agrees to pay Guilfoyle \$89,393.98 for the period beginning July 1, 2014 and ending June 30, 2015. Payment will be in twelve monthly installments of \$7,449.50 during the term of the Agreement.

SECTION XIV – CONTRACT TERM

The term of this contract shall be from July 1, 2014 through June 30, 2015. The City shall have the option to renew the contract for two additional one year periods. The City shall notify Guilfoyle by June 1 of any current term of its intent to renew this agreement for an additional one year term.

SECTION XV – ESCALATION

Increases to the original bid price may be honored for the renewal terms of the contract, provided, Guilfoyle notifies the City's Purchasing Agent 90 days prior to the contract's anniversary date of his intent to increase his price for the following year. Annual increase shall not exceed 6% for that year of extension.

SECTION XVI – QUALITY ASSURANCE

1. The City reserves the right to satisfy itself as to the quality and level of service provided. If the City receives complaints as to the quality or level of any service supplied by Guilfoyle, the City reserves the right to investigate for the purposes of compliance with the specifications and the ADA. Failure by the City to act shall not be construed as a waiver.

2. If, after investigation, the City determines that the level of quality does not meet the specifications set forth in the contract and fails to meet expectations, the City has the right to cancel the agreement with sixty (60) days written notice.

SECTION XVII – HOLD HARMLESS

Guilfoyle shall indemnify and hold the City harmless, including reimbursement for reasonable attorneys' fees, from any and all loss, costs or expenses 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 contractor's operation or use of any motor vehicle used in providing Paratransit service or in connection with performing any other aspect of the service.

SECTION XVIII – SAVINGS CLAUSE

This document sets forth the Agreement between the parties, and each party acknowledges that there are no promises, agreements, conditions or understandings, either oral or written, express or implied, which are not set forth herein. In the event any covenant, condition or provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or Guilfoyle in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

SECTION XIX -- NON-FUNDING TERMINATION:

The City shall have the right to terminate individual orders without further obligation as of the end of the then current fiscal year in the event that the City fails to get a budgetary appropriation for the continuation of individual orders for any subsequent fiscal year. The City shall give contractors written notice of termination at least sixty (60) days prior to the end of the then current fiscal year. This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract

SECTION XX – NOTICE

1. 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:

City of Watertown
City Manager
245 Washington Street
Watertown, New York 13601

Guilfoyle Ambulance Service Inc.
Bruce G. Wright, President & CEO
1291 Faichney Drive
Watertown, New York 13601

2. 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 and Guilfoyle have caused this Agreement to be executed by authorized agents to be effective as of July 1, 2014.

City of Watertown

By: _____
Sharon Addison, City Manager

Guilfoyle Ambulance Service Inc.

By: _____
Bruce G. Wright, President & CEO

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

On _____, 2014, before me personally came Sharon Addison, to me known, who, being by me duly sworn, did depose and say that she resides in Watertown, New York, that she is the City Manager of the City of Watertown, the corporation described in and which executed the above instrument; and that she signed her name thereto by order of the City Council of said corporation.

Notary Public

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

On _____, 2014, before me personally came Bruce G. Wright, to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the President & CEO of Guilfoyle Ambulance Service Inc., and that he signed his name thereto by virtue of his authority in Guilfoyle Ambulance Service Inc.

Notary Public

Appendix A

City ID	VIN	Year	Make	Model	COACH	Fuel
PT-500	1FD4E45S18DB59176	2008	FORD	E-450	PHOENIX	GASOLINE
PT-600	1FD4E45S18DB59176	2010	FORD	E-450	STARCRAFT	GASOLINE
PT-700	1FD4E45S18DB59176	2010	FORD	E-450	STARCRAFT	GASOLINE

April 10, 2014

To: The Honorable Mayor and City Council

From: Sharon Addison, City Manager

Subject: Request to Waive Fees at the Municipal Arena,
Jefferson-Lewis Workforce Investment Board

We have received the attached request from the Jefferson-Lewis Workforce Investment Board to waive the Arena fees for their planned event on September 17, 2014. Such fees are expected to be \$800.

City Council may wish to consider this request, but it is Staff's recommendation that, given the current fiscal climate, we do not waive fees at this time.

1000 Coffeen Street
Watertown, NY 13601
315-786-3659

April 8, 2014

Dear Sharon;

The Jefferson-Lewis Workforce Investment Board, along with Jefferson-Lewis BOCES, FDRHPO, JCLDC and IBEW, is pleased to be introducing a new hands-on career exploration experience for 9th grade students in Jefferson and Lewis Counties. Career Jam is a one day event that highlights the major employment sectors in our area: Agriculture, Construction, Healthcare, Hospitality and Tourism, and Manufacturing. Creating this hands-on event engages students as well as encourages them to look at different sectors and areas of study relevant to where we live. Exhibitors and educators will speak to students about several different industries, providing them with valuable information as they decide what careers and education to pursue.

We will have a total of approximately 2000 people in attendance on September 17, 2014 in the form of students, teachers, staff and volunteers, and have requested the use of the Municipal Area for our event that day. I am writing to request that the normal rental fee be waived for the arena as our funding is very limited for this event. We understand the magnitude of the event and what we are asking. If it is not possible to waive the fee completely, we are hoping you can offer the arena to us at half price, which is what the County Fair Association has done with Johnson Hall.

Anything that you can do to help us with this event would be greatly appreciated, and I thank you in advance for all of your support of this great educational opportunity! Please contact either myself or Angel Munson at the information listed below if you have any questions, or need further information.

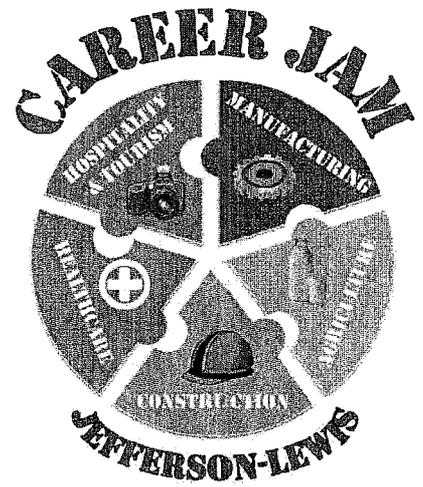
Cheryl Mayforth
315-786-3646
c.mayforth@co.jefferson.ny.us

Angel Munson
315-786-3659
a.munson@co.jefferson.ny.us

Sincerely,



Cheryl A. Mayforth
Executive Director
Jefferson Lewis Workforce Investment Board



April 17, 2014

To: The Honorable Mayor and City Council
From: Sharon Addison, City Manager
Subject: City Tourism Fund – Request from DPAO

We have received the attached request from the Disabled Persons Action Organization Foundation for funding of \$10,000.

As previously reported to Council, to date, we have also received a request from the Watertown Farmers' Market Association for \$1,000 and from the New York State Zoo at Thompson Park for \$28,200.

Disabled Persons Action Organization Foundation

617 Davidson Street, PO Box 222
Watertown, New York 13601

Joseph L. Rich
President
DPAO Foundation Board of Directors

Phone: (315) 782-3577
Fax: (315) 782-6673
Web: DPAO.org

April 18, 2014

Ms. Sharon Addison
City Manager
City of Watertown
Room 302
Municipal Building
245 Washington Street
Watertown, New York 13601



Dear Sharon:

The Disabled Persons Action Organization (DPAO) thanks the City of Watertown for their allocation in providing Bed Tax Revenue to assist our agency in promoting our Summer Concert Series. The funds are essential as it allows us to advertise and promote our four summer concerts outside of the Jefferson County Region which helps attract thousands of tourists to the Watertown area each summer.

DPAO is preparing for our upcoming summer shows and respectfully requests funding from the City of Watertown Tourism Fund, in the amount of \$10,000, to assist us in promoting our 2014 Summer Concert Series. DPAO will promote and publicize the advantages of the City of Watertown through an extensive Marketing and Advertising Campaign which will include Radio, TV, Newspaper, etc.

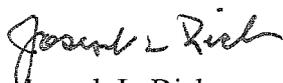
DPAO is a not-for-profit, tax exempt organization whose mission is to provide quality and effective individualized services to developmentally disabled children and adults in Jefferson and Lewis Counties. The services are primarily geared to helping families cope with the stress of caring for their disabled loved ones in their own homes.

DPAO's annual concert series generate funds that enable the agency to expand services beyond what government resources can support thus providing vitally needed opportunities to over 500 families with developmental disabilities. Receiving additional individualized support has made it possible for people with disabilities to remain at home where there is more love and attention, than placement in a more costly community residence or other facility.

DPAO's Summer Concert Series brings thousands of concert goers to the Watertown Area each year to watch some of the best performers in the world! The City of Watertown, along with many businesses, benefits from the revenue generated from these visitors who stay in the hotels, eat in the restaurants and shop and buy items from area merchants.

DPAO thanks the City of Watertown in advance for your time and consideration for this most important matter. Please contact me with any questions or if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Joseph L. Rich".

Joseph L. Rich

President

DPAO Foundation Board of Directors