

CORTLAND YOUTH BUREAU

35 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023

TO: Mayor Brian Tobin
Members of the City Council
Mack Cook, Director of Administration and Finance
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: Wickwire Pool Trust Fund Deposit

DATE: January 12th, 2015

As you are fully aware the Wickwire Pool Fundraising committee has been busy seeking donation for the renovation of Wickwire Pool. I would like to ask the common council to accept and recognize the following donations.

<i>Donation</i>	<i>Amount</i>
<i>Mason & Jan Marenus</i>	<i>\$100.00</i>
<i>Tara Mahoney</i>	<i>\$ 75.00</i>
<i>Josephine Suarez</i>	<i>\$ 25.00</i>

Total Donations = \$ 200.00

Funds should be deposited into the Wickwire Pool Trust Fund. Attached is a copy of the check for your records. Feel free to contact me with any questions at 753-3021 ext.23.



AQUATTICA POOLS & WATER PARKS, INC.
AGREEMENT BETWEEN OWNER AND CONSULTANT

AGREEMENT made as of the 21st day of January in the year 2015.

BETWEEN the Owner

City of Cortland
25 Court Street
Cortland, NY13045
ATTN: City Clerk's Office

Owner's Designated Contacts

Mr. Ken Teter, City Engineer 607 749-2154
Mr. Christopher Bistocchi, Superintendent of
Public Works 607 543-0481
Mr. John McNerney, Director of Cortland
Youth Bureau 607 423-2252

(Hereinafter referred to as Owner)

and the Consultant: AQUATTIC POOLS & WATER PARKS, INC.
192 WOODS EDGE COURT
VOORHEESVILLE, NEW YORK 12186
(518) 456-6015 Email: gschult1@nycap.rr.com

(Hereinafter referred to as APW)

Consultant's Discipline: Commercial, Institutional, Municipal Swimming Pool and Swimming Pool
Environment Design and Programming

Consultant's Designated Representative is: Gary R. Schultz, President
Andrew Bell, Sr. Engineer

For the following Project:

Renovation of the Suggestt Park Wickwire Swimming Pool and pool equipment room.

Suggestt Park
Homer Avenue and Madison Street
Cortland, NY 13045

The Owner and APW agree as follows.

ARTICLE 1 APW's RESPONSIBILITIES

PHASE I:

A. 1.1 PRELIMINARY DESIGN PHASE

- a. Meet with the Owner and/or Owners representative to verify:
- Current use
 - Current and future program needs and considerations
 - Operational concerns and/or considerations
 - Maintenance concerns and/or requirements
 - Backwash/waste water concerns
 - Any data or input that requires consideration

- b. Conduct a thorough site visit to review and assess existing conditions of the pool and equipment room;
- b. Ascertain any pertinent data that is available, IE: as built drawings, use records, maintenance records, permit requirements etc.
- c. Communicate and coordinate the layout of the aquatic components and associated concerns with the City Engineer;
- d. Meet with citizen's group(s) as necessary to solicit input;

1.2 Schematic Design Phase:

- a. Develop design options using three dimensional Sketch-Up drawings as necessary for review by Owner's representatives;
- b. Provide preliminary cost estimates for review and comment for the design options;
- c. Provide estimates of permitting and construction time frames of the design options offered;
- d. Obtain Owner's approval of the chosen schematic design and related major components.

PHASE II:

1.3 Design Development Phase:

- a. Provide a detailed set of drawings showing the layout of all pool, pool equipment room, and pool related systems;
- b. Provide specifications, as needed, for the proposed aquatic system(s);
- c. Provide detailed catalog cut sheets, if required, for final review and Owner input and assessment; and
- d. Provide, if appropriate, any budget changes or updates for all equipment to be furnished and installed.

1.4 Contract Document Phase:

- a. Coordinate the final system requirements with the Owner/Owner's representative;
- b. Provide final drawings for review by City Engineer;
- c. Assist in the submission of all required documentation to relevant governing agencies for final approvals and permits;
- d. Revise work as required to protect the project budget through value engineering and creations of alternates, if any;

1.5 Bidding Phase:

- a. Provide bidding documents to be advertised and released by the City of Cortland
- b. Provide answers to questions generated during bidding in a format that can be included in an addendum;
- c. Review all bids and provide recommendations for award
- d. Revise work as required to protect the project budget

- 1.6 Construction Phase:
 - a. Review and comment on contractor submittals, within 10 business days of receipt, checking for compliance with the contract documents
 - b. Provide three site visits during the installation of aquatic components
 - c. Answer contractor questions relative to the pool and its components and coordinate construction related solutions with the Owner's representative
 - d. Provide support to obtain pool related permits

- 1.7 Closeout:
 - a. Inspect the work for compliance with the Contract Document. Provide, if necessary, a list of construction deficiencies to the Owner for issuance to the contractor
 - b. Provide a final walk through to ascertain that all construction deficiencies have been remedied or eliminated
 - c. Any inspections of completed work shall be coordinated through the Owner/Owner's representative
 - d. Review and comment upon any required closeout documentation called for in the scope of the related contract documents

- 1.8 Site Visits:
 - a. Number of site visits required for Phase I - total 3
 - b. Number of site visits required for Phase II - total 4

- B. 2.1 Optional Services:
 - 2.1.1 Any optional services that may be requested above or beyond the limits of this contract must be approved in writing prior to any action by APW by the Architect;
 - 2.1.2 Fees for optional services would be established by the following rates:
 - 2.1.2.1 Engineering \$150 per hour
 - 2.1.2.2 Consulting \$85 per hour
 - 2.1.2.3 Drafting \$50 per hour

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner or Owner's designated representative shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner or Owner's representative shall furnish surveying, geotechnical engineering and environmental testing services upon request by APW. The Owner shall employ a contractor to perform the construction Work and, if necessary, to provide cost estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

ARTICLE 3 USE OF APW'S DOCUMENTS

Documents prepared by APW are instruments of service for use solely with respect to this project. APW shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of APW's documents except by mutual agreement in writing.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the project, APW shall be equitably compensated for services performed. Failure of the Owner to make payments to APW in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for APW to either suspend or terminate services. Either APW or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 This Agreement shall be governed by the law of the State of New York.
- 5.2 The Owner and APW, respectively, bind themselves, their partners, successors, assigns and legal representative to this agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. Absent such consent, this agreement shall be null and void, and shall render the corresponding duties and obligations of the other party null and void.
- 5.3 APW and APW's sub-consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous material in any form at the project site.
- 5.4 APW's services under this Agreement are being performed solely for the Owner's benefit and no other entity shall have any claim against APW cause of this Agreement or the performance or non-performance of services hereunder. The Owner will include this provision in the agreement with each entity with which it enters into a contract.
- 5.5 APW and APW's sub-consultants shall have no responsibility for any changes, alterations, or addendums to any local, state, or federal code changes that are made after the date of this agreement.

ARTICLE 6 PAYMENTS AND COMPENSATION TO APW

The Owner shall compensate APW with a stipulated sum of \$27,000 for PHASE I and \$17,500 for PHASE II. Eight thousand one hundred dollars (\$8,100), representing 30% of PHASE I, shall be paid upon execution of this Agreement as a retainer and shall be credited to the final payment of PHASE I.

PHASE I: \$27,000

A.	Retainer	30% of Total Fee	\$8,100
B.	Schematic Design	70% of Total Fee	<u>\$18,900</u>
		Total	<u>\$27,000</u>

PHASE II: \$17,500

A.	Design Development Documents & Construction Documents	20% of Total Fee	\$3,500
B.	Bidding & Contract Negotiation	30% of Total Fee	\$5,250
C.	Construction Administration & Inspection	50% of Total Fee	<u>\$8,750</u>
		Total	<u>\$17,500</u>

- 6.1 Payments are due and payable upon receipt APW's invoice.

- 6.2 APW shall be reimbursed for expenses incurred in the interest of the project.
- Extraordinary expenses incurred due to the direct request of the Owner, such as:
- a. Reproduction of drawings and specifications in addition to the three sets required;
 - b. Postage and messenger services for handling of drawings, specifications, and other documents;
 - c. Travel, food, and lodging expenses incurred at the request of the Owner; and
 - d. Any other reimbursable expense upon prior authorization by the Owner.
- 6.3 If through no fault of APW the services covered by this Agreement have not been completed beyond the Contract Time initially established in the Contract for Construction within three months of the date hereof, compensation for APW's services beyond that time shall be appropriately adjusted.
- 6.4 APW Services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. APW shall be paid additional fees for these services based on APW's hourly rates when the services are performed.

ARTICLE 7 OTHER PROVISIONS

This Agreement entered into as of the day and year first written above.

AQUATTICA POOLS & WATER PARKS, INC

CITY OF CORTLAND, NEW YORK



(Signature)

(Signature)

Gary Schultz, President

(Printed Name and Title of Signer)

192 Woods Edge Court
Voorheesville, NY 12186

25 Court Street
Cortland, New York 13045

CONSULTANT PROPOSAL COST SUMMARY SHEET

CITY OF CORTLAND: WICKWIRE POOL RECONSTRUCTION PROJECT

PROPOSAL SUBMISSION DATE: NOVEMBER 21, 2014

CONSULTANT & LOCATION	BASE PROJECT FEE	ALTERNATE WORK	FEE
Aquattica Pools & Water Parks Voorheesville, NY	\$44,500.00	1. Zero Entry/Wading Pool 2. Use Existing Piping 3. Building Entry Improve.	\$5,000.00 - -
Grand Total of All Fees =	\$49,500.00	Total Alternate Fees =	\$5,000.00
Tetra Tech Architects & Engineers Ithaca, NY	\$61,303.00	1. Zero Entry/Wading Pool 2. Use Existing Piping 3. Building Entry Improve.	\$22,173.00 \$8,016.00 \$12,783.00
Grand Total of All Fees =	\$104,275.00	Total Alternate Fees =	\$42,972.00
LaBella Associates (Eng., Architects...) Rochester & Ithaca, NY	\$62,015.00	1. Zero Entry/Wading Pool 2. Use Existing Piping 3. Building Entry Improve.	\$21,750.00 \$1,020.00 \$2,160.00
Grand Total of All Fees =	\$86,945.00	Total Alternate Fees =	\$24,930.00
Bernier, Carr & Associates (Eng., Architects...) Watertown & Ithaca, NY	\$85,000.00	1. Zero Entry/Wading Pool 2. Use Existing Piping 3. Building Entry Improve.	TBD \$0.00 \$0.00
Grand Total of All Fees =	\$85,000.00	Total Alternate Fees =	\$0.00



November 20, 2014

City of Cortland
25 Court Street
Cortland, New York 13045
ATTN: City Clerk's Office

RE: "RFP: WICKWIRE POOL RENOVATION PROJECT"

Dear Members of the Selection Committee:

Our fee structure for this project is predicated on the stated objectives of this request.

Phase I: The necessary billable hours for site visits including any owner and/or public inspired meetings required to provide a Schematic Design, Preliminary Project Phasing and Projected Cost Estimates for approval can be accomplished by our company for a fee not to exceed twenty seven thousand dollars (\$27,000).

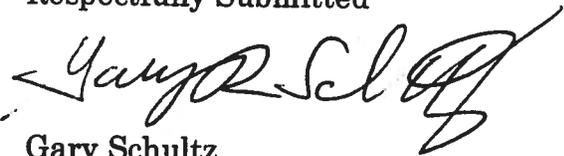
Phase II: Billable hours for our company to provide Design Development, Construction Documents, Bidding and Negotiation, Construction Administration and Periodic Inspection can be accomplished for a fee not to exceed seventeen thousand five hundred dollars (\$17,500).

Stated Alternates: Our preliminary research into this project scope leads us to believe that some of the desired alternates are indeed financially obtainable. Our fees to offer additional pool design ideas for consideration and some facade improvements to the pump hours could be accomplished not to exceed five thousand (\$5,000).

Aquattica Pools & Water Parks Inc. is not a large firm. We are a small, highly specialized and very experienced professional pool consulting firm that has successfully completed many projects similar to the one being proposed for the Wickwire Pool. Our fees are reflective of our ability to provide the specific requirements for this type of project without the need to pass exorbitant and unnecessary layers of expenses on to our potential clients.

It is our hope you will afford us serious consideration for this project. We are extremely confident that we can bring the Wickwire Pool back to a long and useful life for the community

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Gary R. Schultz". The signature is written in a cursive style with a large, sweeping initial "G".

Gary Schultz
President

Gary R. Schultz - 192 Woodsedge Ct, Voorheesville, NY 12186 - 518 456-0322 - gschult1@nycap.rr.com

STATEMENT OF RELEVANT EXPERIENCE

Since our incorporation in 2000, a notable percentage of our work at Aquattica Pools & Water Parks, Inc. has been assisting architects, engineers and owners to solve problems and code compliant issues through the proper renovation of swimming pool facilities.

We take a good deal of pride in the fact that a large number of architects and engineers have asked for our help on a number of their projects that include swimming pool work.

Please visit local project in progress at SUNY Cortland



Oil City CSD Renovation
Oil City, PA
AIA: HHS DR
Consultant: Aquattica Pools & Water Parks, Inc

Sherburne Endwell CSD Renovation
Endwell, NY
AIA: BCK
Consultant: Aquattica Pools & Water Parks, Inc.

Titusville CSD Renovation
Titusville, PA
AIA: HHS DR
Consultant: Aquattica Pools & Water Parks, Inc.

White Plains CSD Renovation
White Plains, NY
AIA: KG&D
Consultant: Aquattica Pools & Water Parks, Inc

Yorktown Heights CSD Renovation
Yorktown Heights, NY
AIA: KS&Q
Consultant: Aquattica Pools & Water Parks, Inc.

Maplewood YMCA Renovation
Rochester, NY
AIA: LaBella
Consultant: Aquattica Pools & Water Parks, Inc

Camp Long Point Renovation
Penn Yan, NY
Owner: Salvation Army
Consultant: Aquattica Pools & Water Parks, Inc



Pools & Water Parks Inc.

December 18, 2014

Cortland Youth Bureau
35 Port Watson Street
Cortland, NY 13045
Attn: Mr. John McNerney, Director

RE: WICKWIRE POOL RENOVATION PROJECT

Dear Mr. McNerney:

Andy Bell and I enjoyed discussing the Wickwire Pool Renovation Project with you, Chris Bistocchi and Ken Teter yesterday at the Cortland Youth Bureau offices.

As requested the following is a break-down of our fee schedule for Phase II:

Design Development/Construction Documents - 20%
Bidding and Negotiation - 30%
Construction Administration & Inspection - 50%

Our fee proposal contemplated 2 visits during Phase I and 5 visits during Phase II. Additional visits can be scheduled at a rate of \$1000/day for engineering and \$850/day for consulting.

We believe your anticipated construction schedule commencing on Labor Day September 7, 2015 and completion by May31, 2016 can be accomplished as follows:

January 20, 2015 – Selection of Professional Pool Consulting Firm
March 3, 2015 – Approval of Schematic Designs
May 5, 2015 – Completion of Design & Construction Documents with
submission to DOH
June 16, 2015 – DOH approvals/Advertisements for Bidding
July 7, 2015 – Review bids/interviews if necessary
August 15, 2015 – Award Contract
September 8, 2015 – Construction begins

I hope this information is helpful. Please contact this office if you have any questions or comments.

Both Andy and I are looking forward to working with you on this project.

Sincerely,

Gary R. Schultz
President

Gary R. Schultz - 192 Woodsedge Ct, Voorheesville, NY 12186 - 518 456-0322 -

gschultz@poolsandwater.com



November 20, 2014

City of Cortland
25 Court Street
Cortland, New York 13045
ATTN: City Clerk's Office

RE: "RFP:WICKWIRE POOL RENOVATION PROJECT"

Dear Members of the Selection Committee:

The opportunity to submit this RFP is appreciated.

It is our intention that this proposal not only display our professional capabilities to perform the requested work for you, but also to exhibit our 30 years of specific swimming pool renovation experience.

I have personally been involved, directly or indirectly, with hundreds of design and engineering projects to renovate or build new commercial, municipal, institutional and privately-owned, publically-used swimming facilities. As a professional swimming pool consulting firm we have been contracted by architects, engineers and owners to interface on their behalf with DOH officials, specialty pool builders, pool committees and, from time-to-time, with the public at large.

Our fundamental approach is to address your programming needs while paying attention to current code compliant issues, if any, and, of course, your budget.

Together, I'm confident we can bring a new and useful life to the Wickwire Pool and pool site.

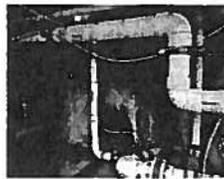
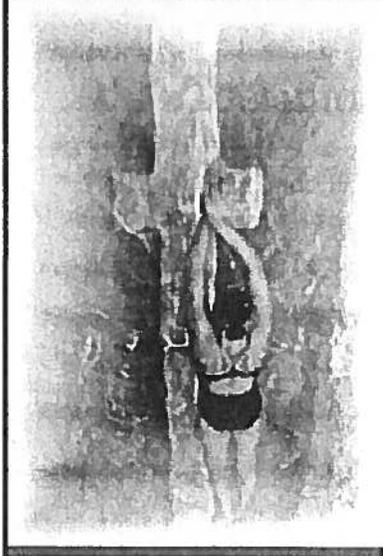
Sincerely,

A handwritten signature in cursive script that reads "Gary R. Schultz".

Gary R. Schultz, President

**RENOVATION
PROJECT**

*"From Concept
to Completion"*



AQUATTICA
Pools & Water Parks Inc.



**Aquatic Design, Engineering,
Consulting & Project Management**

**SUGGETT PARK
WICKWIRE POOL
ROTARY SHELTER**

NO ALCOHOLIC BEVERAGES
PARK HOURS 6:00 AM THRU 10:30 PM

www.aquattica.com

192 Woodsedge Ct., Voorheesville, NY 12186
518 456-6015 Toll Free: 1-888-817-4661
Email: gschult1@nycap.rr.com

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Key Personnel

Recent Projects

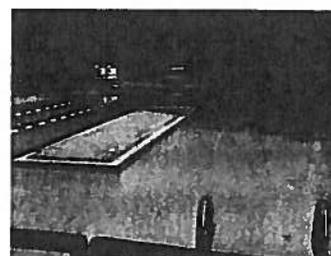
Before and After

Button Bay State Park

Camp Long Point

Studies

Testimonials & References





CORPORATE DESCRIPTION



Corporate Description

Aquattica Pools & Water Parks, Inc. was incorporated on January 5, 2000. The company was founded by three specialists. A seasoned swimming coach who understood the space requirements and relationships of the pool and natatorium necessary to accommodate the required programming, an experienced national pool equipment regional representative who was completely familiar with pool equipment operations, manufacturers, and construction techniques, and a mechanical/structural engineer with many years of experience engineering the structural and operational requirements of a swimming pool and pool environment. Each of these specialists had experienced, from their own vantage point, what was wrong in the industry and had a common vision of how to make it better.

The founders provide a unique resource that will ensure the quality of the environment, operations and cost-efficiency of your commercial, institutional or municipal aquatics facility.

Corporate Services

Aquatics Design

Engineering Services

RFP Development

Aquatic Facility Audits

Safety Audits

Program Analysis

VR Graphics and Presentations

Define Long Range Space Needs

Analysis of Existing Space and Re-Rating

Lighting Solutions

Acoustical Concerns

Interior Design Solutions

Technologies

Risk-Management

Project Management

O & M Review

Construction Administration

Park Planning-Site Development

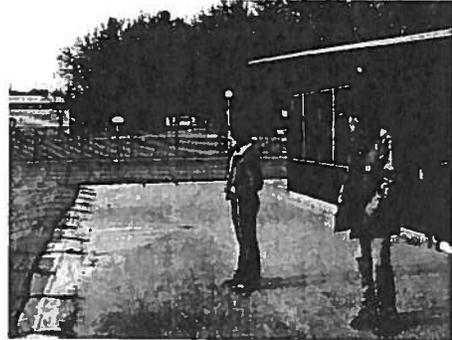
Performance Specifications

And much more.....

What Makes Aquattica Pools & Water Parks Special

OUR APPROACH

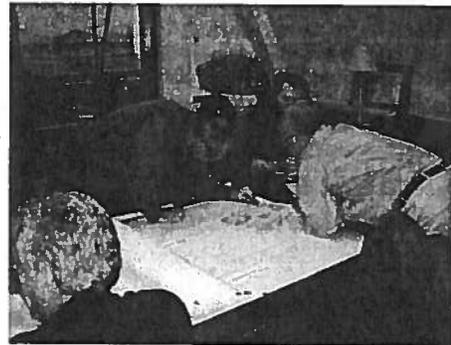
Aquattica's approach to design begins with programming and planning. We work with schools, municipalities, non-profit organizations and private corporations in a collaborative process to develop a **long-range vision**. With this vision as the foundation of every project, we can help make program, service and space requirement decisions that will support your goals, now and in the future.



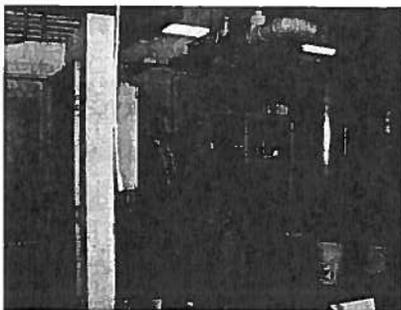
Working with Owners & End Users

Our **Aquatic Planners** facilitate this initial planning process. These professionals have the experience to bring large groups of stakeholders to consensus so that projects stay on track, while at the same time making sure that everyone is part of the decision-making process. We also act as interpreters, ensuring that the vision is translated into a workable and responsive project design.

Each project is assigned a select team of architects, engineers, and other professionals chosen for their particular expertise and experience in areas relevant to your project. This team remains consistent from planning to construction closeout and beyond, ensuring **continuity** and **personalized service** throughout the project.



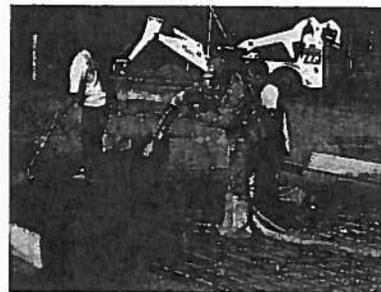
Working with Architects



Working with Staff



Working with Engineers



Working with Contractors

Aquatics Consulting

Aquatics Design

Engineering

RFP Development

Bond and referendum support

Aquatic Facility Audits

Safety Audits

Program Analysis

VR Graphics and Presentations

Definition of Long Range Space Needs

Analysis of existing space and re-rating

Lighting solutions

Acoustics

Interior design

Technologies

Risk-Management

Audibility Tests

Project Management

O & M Review

Construction Administration

Park Planning-Site Development

Performance Specifications

and much more...

Aquattica has access to experienced, high-quality aquatics programming personnel with national and international recognition, national equipment manufacturers' representatives, designers, and engineers. The market was formerly driven by manufacturers, suppliers and too often, inexperienced design professionals. Our leading edge perspective is changing the way the public looks at swimming facilities.

Our unique resources ensure the quality of the environment, operations and cost-efficiency of your commercial, institutional or municipal aquatics facility.

At Aquattica Pools and Water Parks, we believe that solid planning does not just compliment aquatics facilities, but that it is essential to good facility design. An Aquatic Facility Program review is an important first step to determining new space and facility upgrades.

Aquattica works to develop a long range vision that reflects program goals, bather loads, filtration, energy consumption, safety, and your overall program expectations. Once the program is defined, we then complete a detailed report from the information gathered to help make sound decisions on space requirements.





**KEY
PERSONNEL**

Gary Schultz President/Owner



Responsibilities:

Coordination of Team Leaders, Operations, Project Management and Construction Administration

Education:

Syracuse University BS Business Economics

Military: US Army
Viet Nam Era Veteran



Mr. Schultz brings over 30 years of specific experience to our firm. His efforts during that time have been highly specialized and focused on virtually all areas of commercial swimming pool design, engineering, construction, and related equipment.

Mr. Schultz has successfully consulted on hundreds of projects with owners, operators, swimming coaches, architects, and engineers. His unique ability to work closely with committees, as well as with state and local code officials, has been extremely beneficial for our firm and our clients.

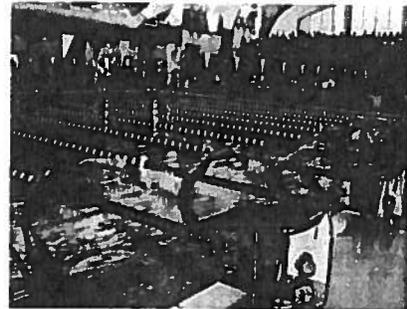
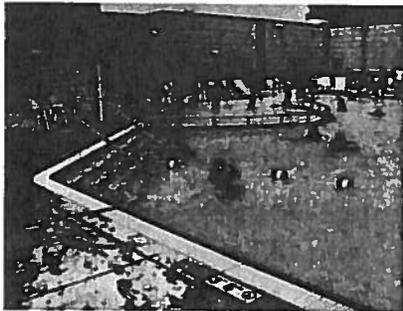
Gary has strong ties with specialty pool construction companies nationwide and a working knowledge of current construction techniques and applications. His long history with all the major commercial swimming pool manufacturers and their pool products is a valuable asset to any project.

Prior to joining Aquattica Pools and Water Parks, Inc. Gary was the President of Thomas Aquatics LLC, a Regional Representative in the Northeast for commercial sales for Paddock Pool and Equipment Company and, prior to that, a public school business administrator.

His major strengths include listening and paying close attention to the stated needs and objectives of the owner, attention to detail, budgeting, and project scheduling.

Most Current related project experience includes:

Visions VCB, NY	Deerfield, Newfoundland	Camp Ramapo-Anchorage, NY
Albany Academy, NY	Niagara Falls CSD, NY	Falls Village, CT
Northpoint YMCA, NY	Baldwin CSD, PA	Bear-Glasgow YMCA, DE
Berkely Carroll School	Webster CSD, NY	Victoria Pool - Saratoga, NY
Glen Oaks Club, NY	Woodland Hills HS, PA	Gates-Chili CSD, NY
Skaneateles CC, NY	Katy ISD, Texas	Cobblestone Creek CC, NY
Asphalt Green, NY	Peabody YMCA, MA	Canterbury School, CT
Tarrytown JCC, NY	Laurel Highlands, PA	Catskill Rec. Ctr., NY



Andrew S. Bell, P.E. Senior Engineer



Mr. Bell brings over 30 years of technical engineering experience to our firm. His efforts prior to his direct participation with Aquattica included specializing in structural design of bridges, buildings, swimming pools, retaining walls and other structures. He has routinely provided structural design and analysis services to contractors involving the construction of bridges and buildings. His work also included providing structural design consulting services to other engineers and architects in a wide variety of projects.

Responsibilities:

Coordination of Project Design and Engineering, Project Management and Construction Administration

His past experience directing a structural engineering department consisting of ten structural engineers, coordinating oversight of project schedules, and technical review help provide Aquattica with the responsive and responsible expertise necessary for our time sensitive swimming pool projects.

Education:

Syracuse University
SUNY College of Environmental Science and Forestry.
B.S. Forest Engineering

Mr. Bell has a working relationship with several specialty pool construction companies and technical knowledge of current construction techniques and applications. His specific knowledge of the swimming pool, natatorium related equipment, specialty manufacturers, state authorities, and the various departments of health code compliance issues are a valuable asset to all our projects.

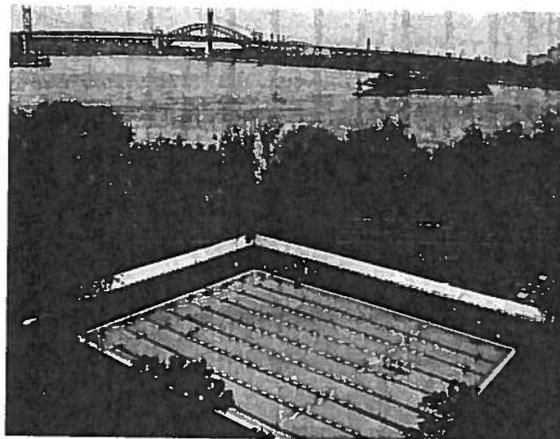
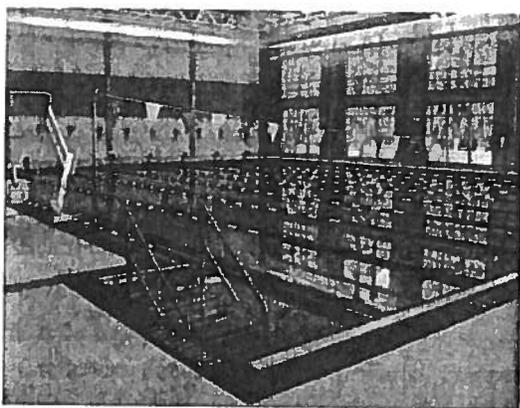
Syracuse University
B.S. Civil Engineering with Major in Structural Engineering

Most current related project experience includes:

Professional License and Associations:

NY State Licensed Professional Engineer
Member ABCD Eastern NY Chapter, ASCE, ACI

Renovation – Bethlehem Middle School, Delmar, NY
Renovation - Victoria Pool, Saratoga State Park, Saratoga, NY
New – two 50 meter pools, Ft. Meyers, FL
YMCA Peabody, MA
Cobblestone Creek Country Club, Victor, NY
YMCA Greece, NY
YMCA of Delaware, Bear Family Branch
Sharon City School District—Sharon, Pa
Clearfield Area School District—Clearfield, PA
Oil City School District—Oil City, PA



Dushyanthi Nirmalan, P.E. Engineer



Mrs. Nirmalan is a welcome addition to our firm. Along with her formal education in engineering, her teaching experiences at Indiana-Purdue University in Indianapolis, IN and Iowa State University in Ames, IA demonstrates the strength of her well rounded background in civil and structural engineering detail and practical application.

Responsibilities:

Project Design, Engineering, review and submittal oversight.

Education:

M.S., Structural Engineering
Iowa State University
Ames, Iowa - July 1981

B.Tech., Civil Engineering
Indian Institute of Technology
Madras - 1979

Registration:

1994/Professional Engineer/IN

Professional Affiliation:

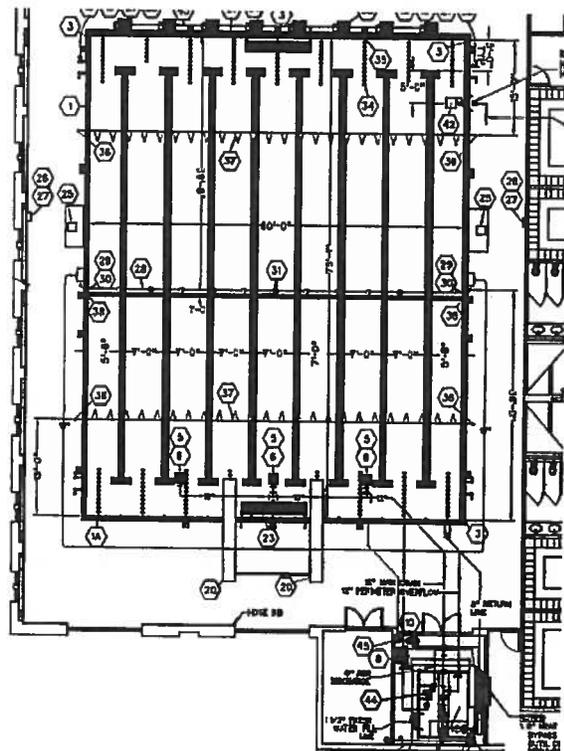
NSPE

Mrs. Nirmalan has an extensive background in designing pre-stressed and post tensioned structures, quality control on final plans, and designing concrete and steel structures.

Her concentration with Aquattica Pools & Water Parks has been to focus on detail of swimming pool design, hydraulic operation and structure.

Most Current Project Experience:

- Asphalt Green, Temporary Above Ground Steel Pool
- Peabody-Lynnfield YMCA, New Indoor Pool
- Bear Family YMCA, Outdoor Activity Pool and Indoor Competition Pool
- Gates-Chili CSD, New Indoor "Stretch" Pool with Moveable Bulkhead
- Canterbury School, New "Deep Water" Competition Pool





**RECENT
PROJECTS**



RECENT NEW POOL PROJECTS

Bearsch Compeau Knudson
41 Chenango Street
Binghamton, NY 13901
Mr. John S. Knudson, P.E. Senior Principal
607 772-0007 Ext114
MAINE-ENDWELL CSD - ENDWELL, NY
WAVERLY CSD—WAVERLY, NY

LaBella Associates, P.C.
300 State Street, Suite 201
Rochester, NY 14614
Mr. Chris Jahn, Project Architect
585 295-6653
GATES-CHILI CSD—ROCHESTER, NY
CANANDAGUA YMCA—CANANDAGUA, NY

Eckles Architecture & Engineering
301 North Mercer Street
New Castle, PA 16101
Mr. David A. Esposito, Principal
724 652-5507
MOON CSD - MOON TOWNSHIP, PA
LAUREL HIGHLANDS CSD - LAUREL, PA

KTH Architects
1741 Kiwanis Trail
DuBosie, PA 15801
Mr. Ethan J. Hine, Vice President
SENECA NATION—SALAMANCA, NY
SENECA NATION—CATTARAUGUS, NY

Additional New Pool Projects:

Naples Central School District - Naples, NY

Masters School—Dobbs Ferry, NY

Lynnfield Peabody YMCA—Lynnfield, MA

SUNY Cortland—Cortland, NY

Canterbury School—New Medford, CT

Bear Glasglow YMCA—Delaware

Western Branch YMCA—Delaware



192 Woodsedge Court
Voorheesville, NY 12186

EMAIL
gschult1@nycap.rr.com
OFFICE PHONE
518-456-6015



Pools & Water Parks Inc.

RECENT POOL PROJECTS

Saratoga State Park - New Pool - NY
Cobblestone Creek County Club - New Pool - NY
Camp Northpoint - New Pool - NY
**Bear Family Branch YMCA - Three Pool Complex
- DE**
Peabody-Lynnfield YMCA - New Pool - MA
Whitney Point CSD - Renovation - NY
Woodland Hills CSD - Renovation - PA
Gates Chili CSD - New Stretch Pool - NY
George Hall Residence - New Pool - NJ
**Western Branch YMCA - New Two Pool
Complex - DE**
Curtis Hall Community Pool - Renovation - MA
Connors Community Pool - Renovation - MA
Glen Oaks Country Club - New Pool - NY
Maine-Endwell CSD - New Pool - NY
White Plains CSD - Renovation - NY
Camp Sam Woods - New Pool - NY
Moon Township CSD - New Pool - PA
Fulton County YMCA - New Pool - NY
Button Bay State Park - New Pool - VT
Patroon Pool - New Pool - NY
Camp Long Point - Renovation - NY
Vestal CSD - Renovation - NY
Canandagua YMCA - New Pool - NY
Peter Residence - New Pool - ME
Oil City CSD - Renovation - PA
Maplewood YMCA - Renovation - NY
Greenville KROC Center - New Pool - SC
Cattaraugus Pool - New Pool - NY
Waverly CSD - New Pool - NY
Salamanca Pool - New Pool - NY

Aquattica Pools & Water Parks, Inc
192 Woods Edge Court
Voorheesville, NY 12186

EMAIL: gschult1@nycap.rr.com

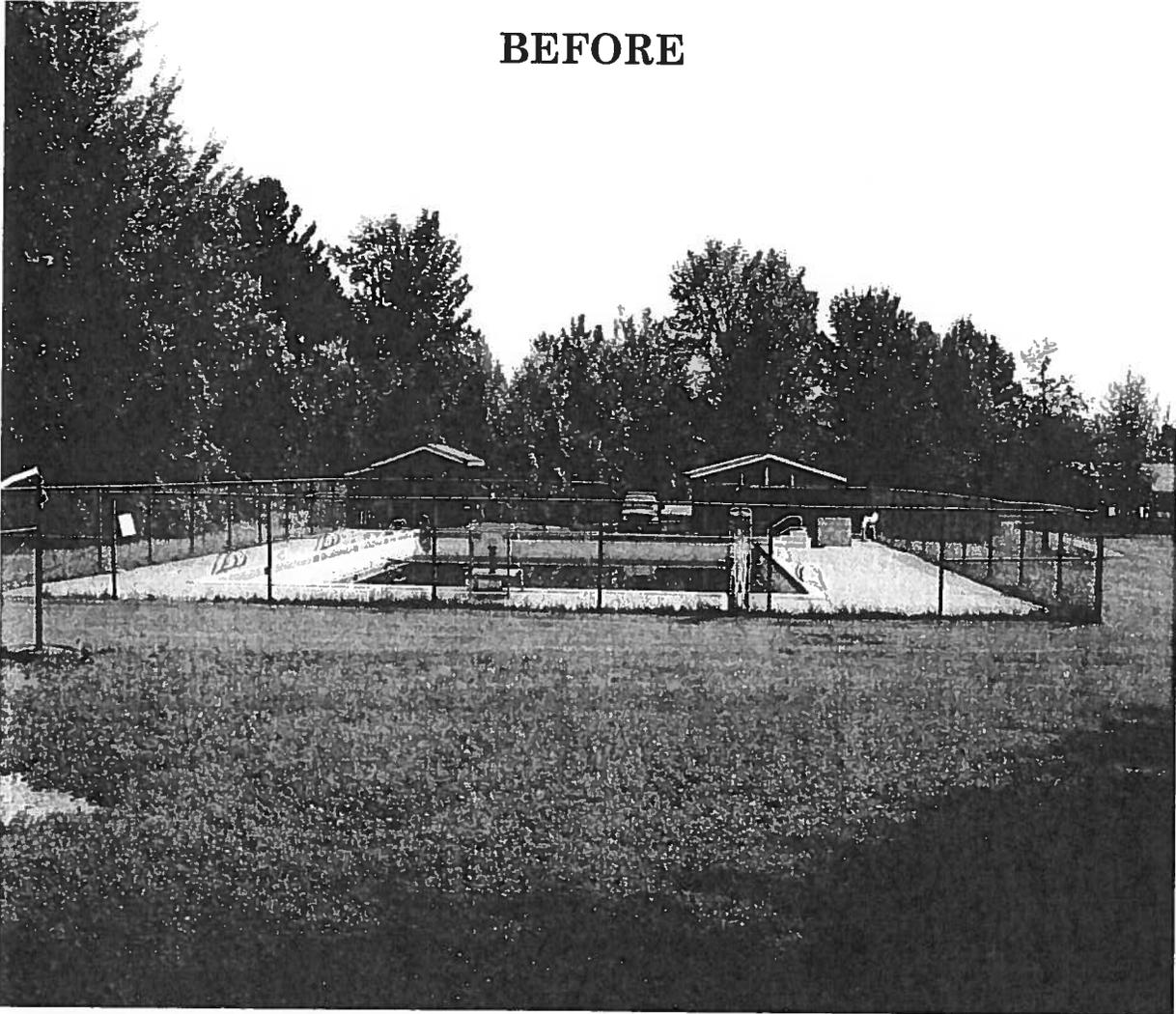
OFFICE: 518-356-0322



BEFORE
AND
AFTER

**Button Bay State Park
Vergennes, Vermont**

BEFORE

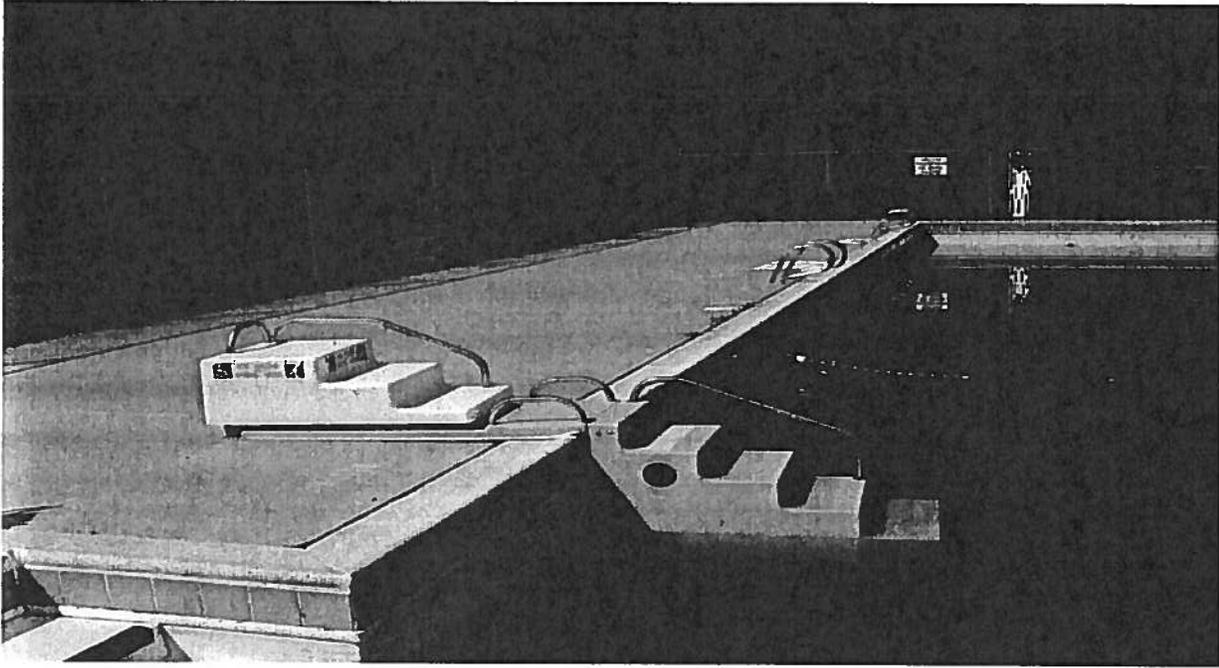


OWNER: VERMONT PARKS AND RECREATION

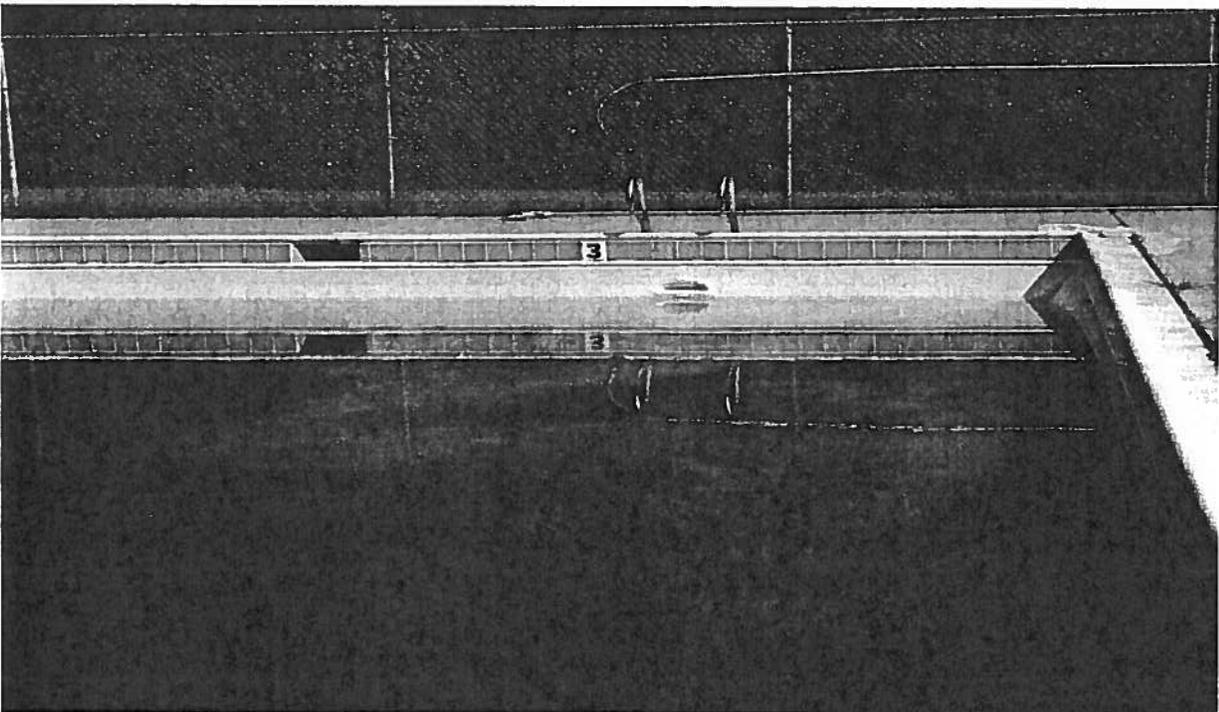
YEAR: 2009

SCOPE: REPLACE ALL THE POOL EQUIPMENT
RE-DESIGN USING EXISTING SPACE TO PROVIDE A MORE
USER FRIENDLY POOL ENVIRONMENT
PROVIDE "ZERO" ENTRY AND MORE SHALLOW WATER FOR
YOUNGER CHILDREN
PROVIDE SLIDE FOR OLDER CHILDREN AND LAP AREA FOR
ADULTS
MARCITE INTERIOR POOL FINISH
STAINLESS STEEL RECIRCULATION SYSTEM

**Button Bay State Park
Vergennes, Vermont**



PRIOR TO RENOVATION AND RE-DESIGN



Button Bay State Park
Vergennes, Vermont

AFTER



“ZERO ENTRY”

EGRESS STEPS

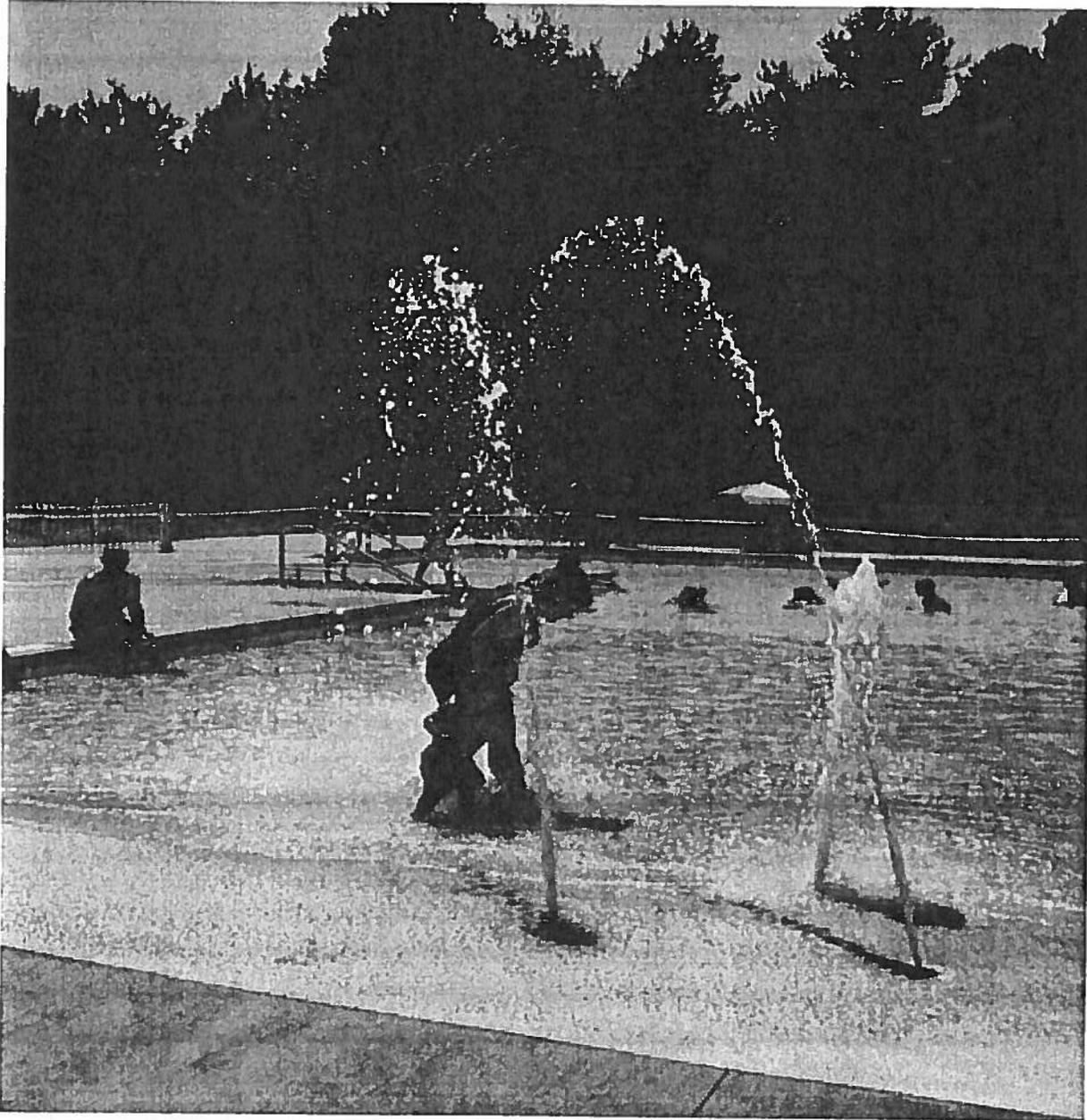
NEW DECK CONFIGURATION

STAINLESS STEEL RECIRCULATION SYSTEM

NEW FILTRATION SYSTEM

**Button Bay State Park
Vergennes, Vermont**

AFTER



WATER JETS AT ZERO ENTRY AREA

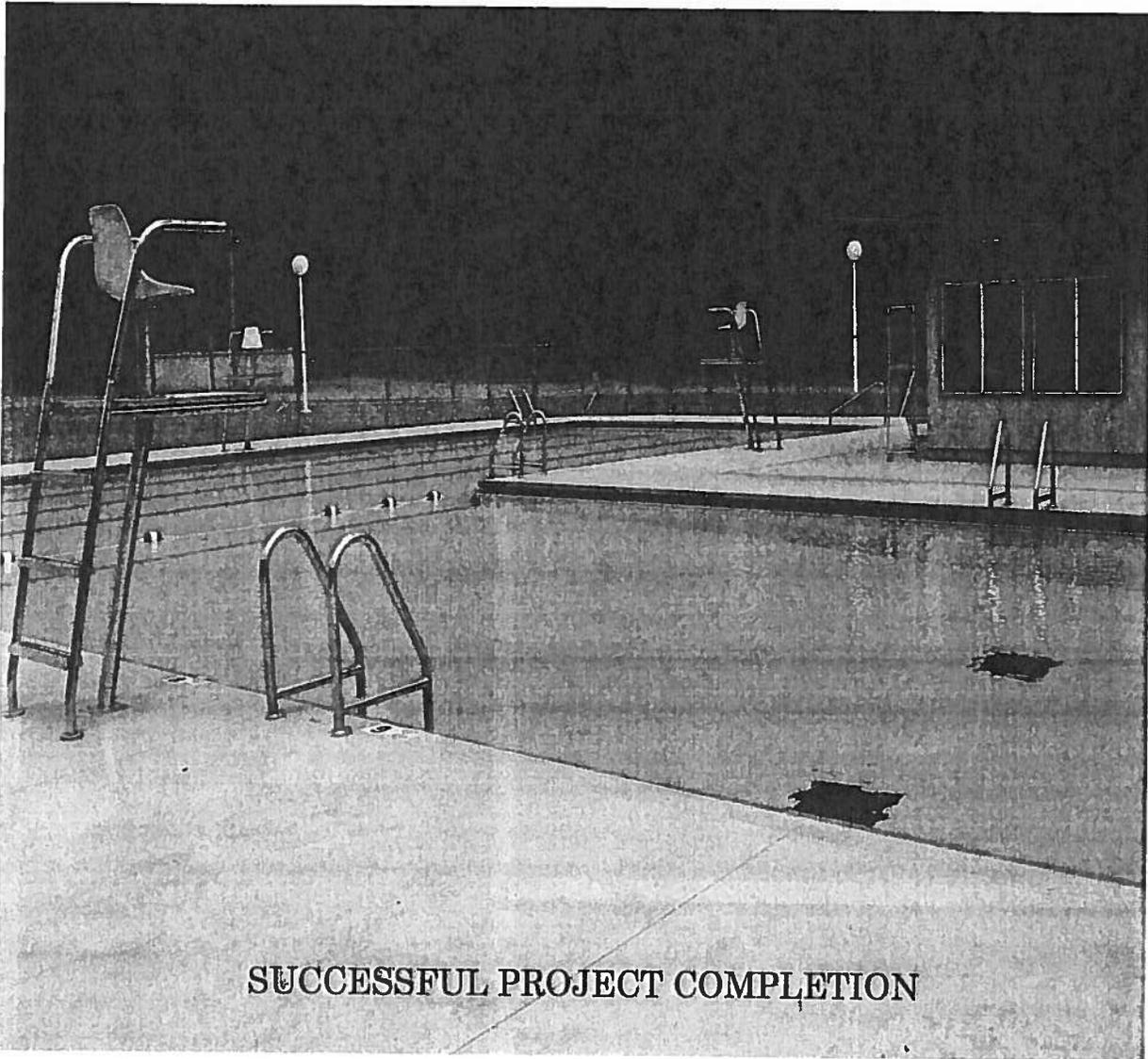
**Button Bay State Park
Vergennes, Vermont**

AFTER



SLIDE, EGRESS STEPS AND ADULT LAP AREA

Camp Long Point Penn Yan, New York



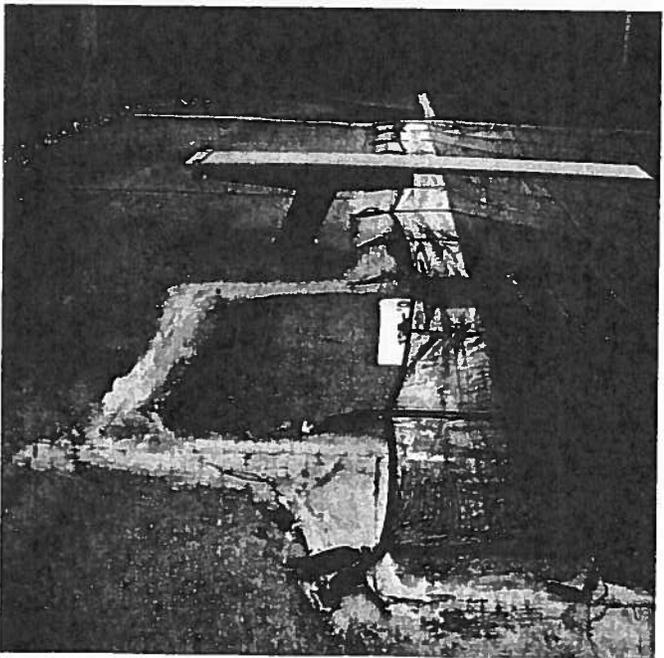
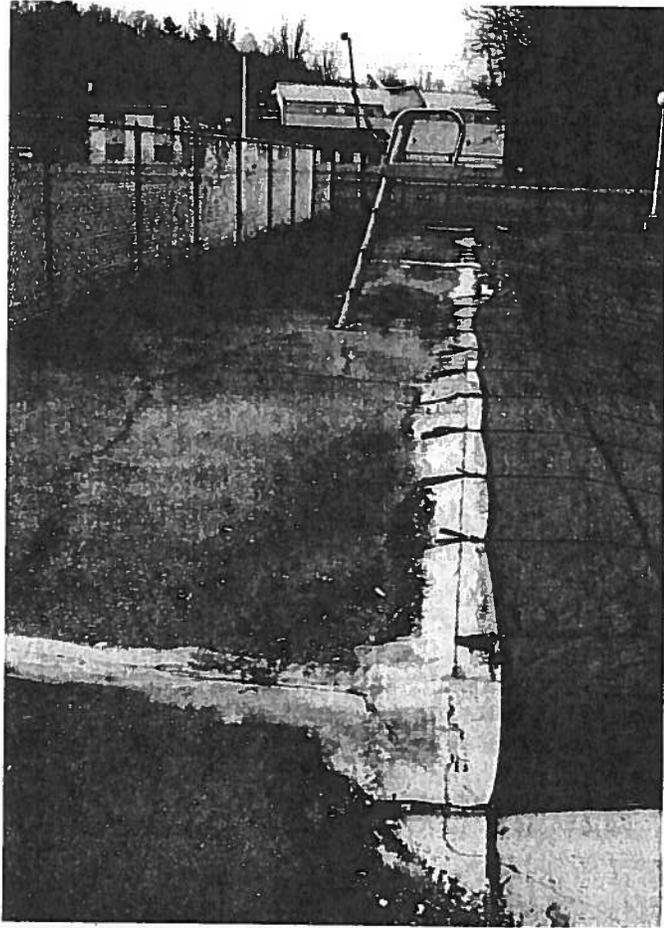
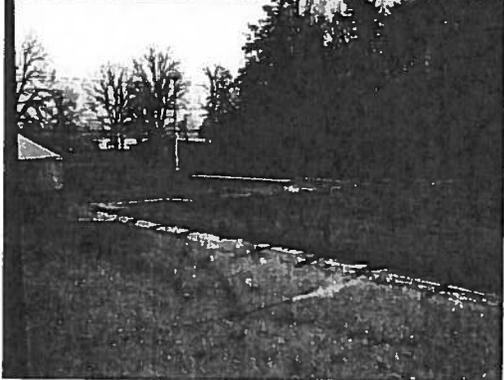
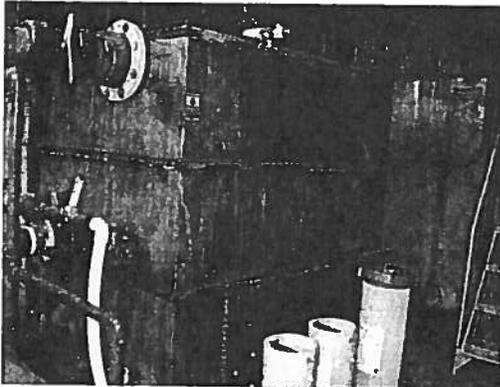
OWNER: NORTHEAST REGION SALAVATION ARMY

YEAR: 2009

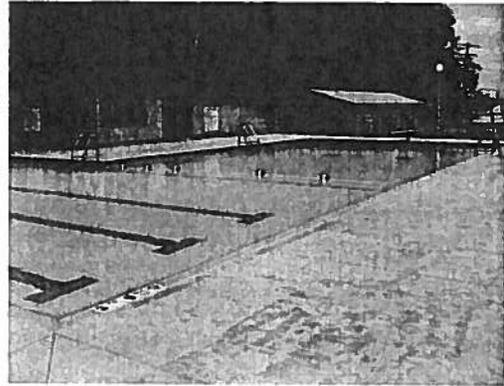
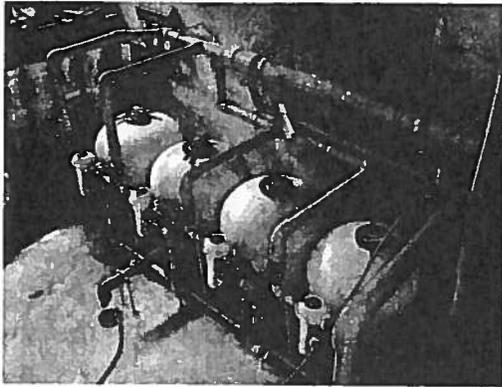
SCOPE: REPLACE ALL THE POOL EQUIPMENT
PATCH MARCITE INTERIOR FINISH
ALL NEW DECK AREA
NEW EGRESS STEPS
REPLACE MAIN DRAINS
REPAIR FENCE AND EXTERIOR LIGHTING

Camp Long Point Penn Yan, New York

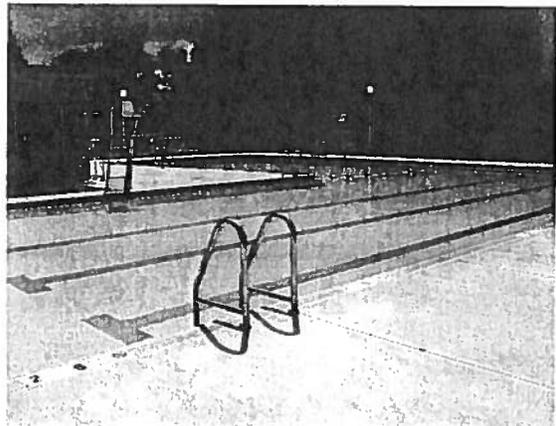
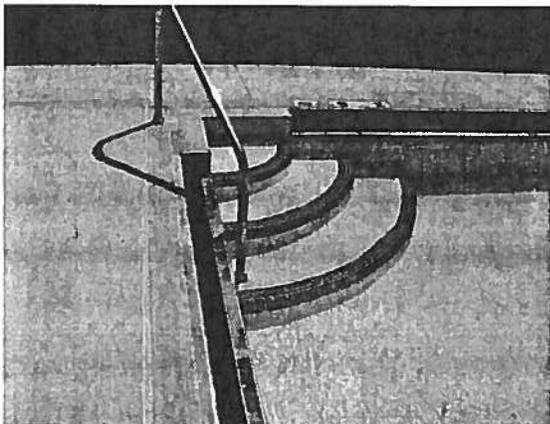
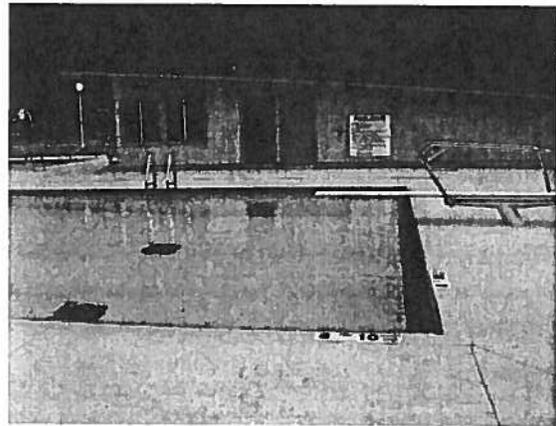
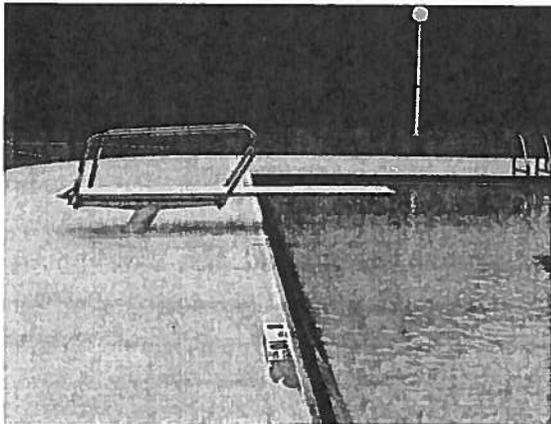
Poor initial construction and the winter freeze-thaw completely ruined the deck at this facility. The marcite finish was cracked and stained. A sizable percentage of the tile from the racing lane lines was had been destroyed or was missing entirely. The main drain system did not meet code and the filter room was antiquated.



Camp Long Point Penn Yan, New York

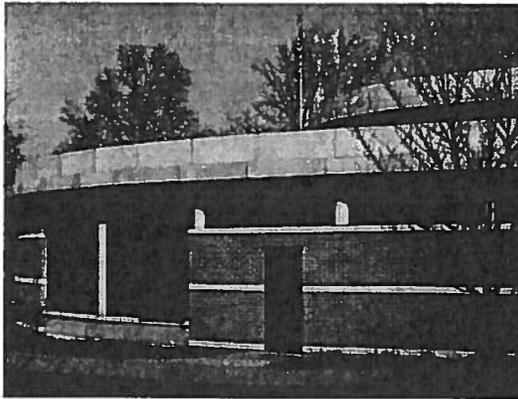


A vision for programming from the owner's representatives, thorough and detailed drawings and specifications from Aquattica Pools & Water Parks and the selection of a qualified pool contractor completely restored this old pool back into useful operation.

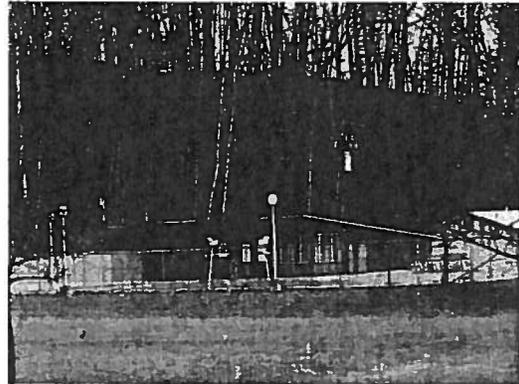




STUDIES

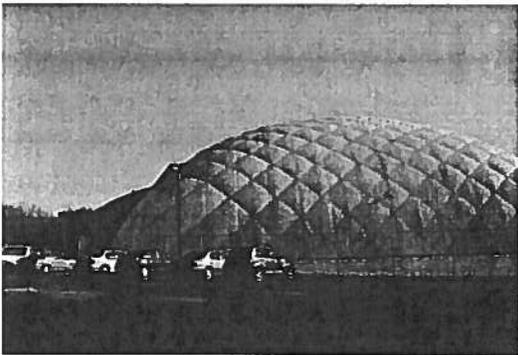


**WHITE PLANS
HIGH SCHOOL**

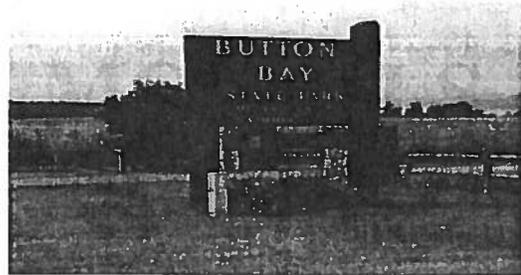


**LONG POINT CAMP
Penn Yan, New York**

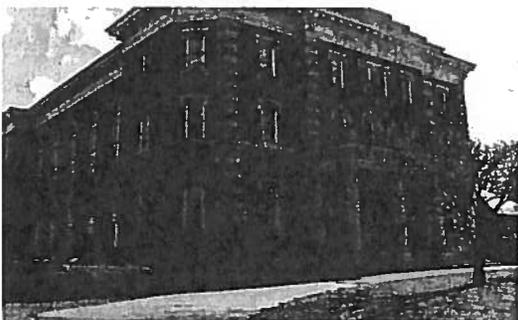
Aquattica Pools & Water Parks provides clients with "Swimming Pool Reports" that are direct and to the point. We evaluate existing conditions, recognize any code or safety issues, provide recommendations and itemized budgets for any proposed scope of work. Our reports offer a pool owner the opportunity to make intelligent and informed decisions.



**CHESHIRE COMMUNITY POOL
CHESHIRE, CT**



**BUTTON BAY STATE PARK
VERGENNES, VERMONT**



**CURTIS HALL
JAMAICA PLAIN, MA**



**Woodland Hills High School
Pittsburgh, PA**



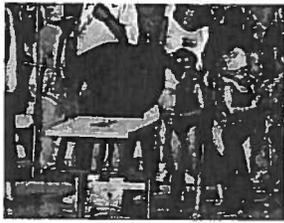
**TESTIMONIALS
&
REFERENCES**



TESTIMONIALS

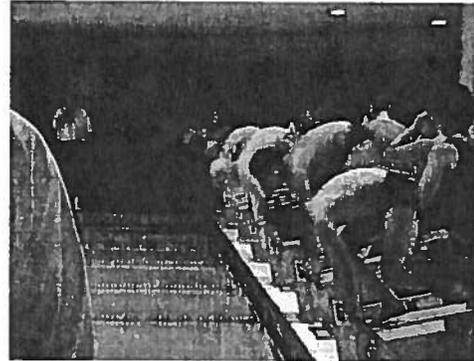
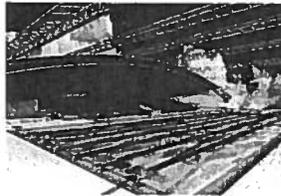
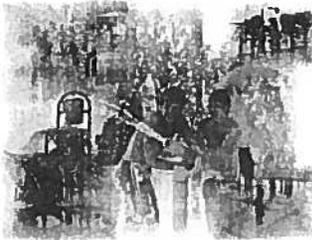
“Aquattica Pools & Water Parks, Inc. has been providing consulting and design services to Mythic Sports as a ‘preferred provider’ for years. Equally important, Aquattica has served our clients with care and understanding to help facilitate projects nationally. We highly recommend their service and have been very pleased with their technical and production abilities.”

John R. McIlhargy, President—Mythic Sports



“The team at Aquattica Pools & Water Parks has an attention to detail to what works and what does not. They have a great wealth of knowledge of the pool construction industry and its construction techniques. This within an in-depth knowledge of the pool contractor building the pools, served to benefit our clients by always looking for quality and value.”

Dennis Steers, Associate, Flack—Kurtz, Inc.



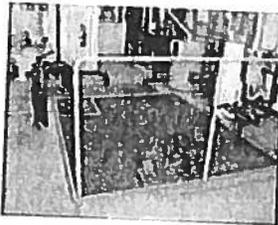
“Over the years we have found Gary’s understanding of the swimming pool industry to be second to none. His ability to suggest appropriate and economical solutions to difficult problems has been most appreciated by our office.”

Edwin M. Wallover, III, AIA, President of Wallover Architects, Inc.





REFERENCES



Aquattica Pools &
Water Parks, Inc

192 Woods Edge Court
Voorheesville, NY

EMAIL:
gschult1@nycap.rr.com

OFFICE PHONE:
518-356-0322

Bearsch Compeau Knudson
41 Chenango Street
Binghamton, NY 13901
John S. Knudson, P.E.
Senior Principal
607 772-0007 Ext. 114

To date we have successfully completed a total of three projects with BCK. They include a renovation at Vestal CSD, and new eight lane pool complexes with one meter diving at Maine-Endwell CSD and Waverly CSD.

Chris Jahn, Project Architect
LaBella Associates, P.C.
300 State Street, Suite 201
Rochester, NY 14614
585 295-6653

We have successfully completed three projects with Labella. A new stretch pool with one meter diving and a moveable bulkhead for the Gates Chili CSD, a new combination lap pool and activity pool complex for the Greater Canandaigua YMCA, and an extensive renovation of the Maple Wood YMCA in Rochester, NY. We are currently involved with Labella on a renovation project for the East Rochester CSD.

Canterbury School
New Milford, CT 06776
Edward S. Bent
860 210-3800

Canterbury recently constructed an eight lane deep water competitive pool to include water polo.

Additional References:

John McIlhargy—National Swim Center Corp. 914 584-5611
Douglas Chu—KSQ Architects 914 682-3700
Greer Hayden—HHS DR Architects 724 981-8820
Walter Hauser—KG&D Architects 914 666-5900
Richard Scott—Aquatic Excellence 302 376-8100
Ted Wallover—Wallover Architects 717 295-7754



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ten Eyck Group 1924 Western Avenue Albany NY 12203	CONTACT NAME: Ten Eyck Group
	PHONE (A/C No. Ext): (518) 464-0059 FAX (A/C No): (518) 456-7076 E-MAIL ADDRESS: adavarizand@teneyckgroup.com
INSURED A.S. Bell Engineering, PC 1732 Western Avenue Albany NY 12203	INSURER(S) AFFORDING COVERAGE INSURER A: Foremost Signature Ins Co INSURER B: Foremost Signature Ins Co INSURER C: C N A INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: **CL1511304475** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAS36020940	1/20/2015	1/20/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		PAS36020940	1/20/2015	1/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HRDBB \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PAS36020940	1/20/2015	1/20/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC00726705	3/22/2014	3/22/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		AEH113830713	1/3/2015	1/3/2016	\$1,000,000/\$1,000,000 Retention \$3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project at the Suggett Park - Wickwire Pool located at Homer Avenue and Madison Street, Cortland, NY 13045.

CERTIFICATE HOLDER City of Cortland 25 Court Street Cortland, NY 13045	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dennis Northrup/ALG 



City of Cortland
City Hall – Mayor’s Office
Brian Tobin
Mayor
25 Court Street, Cortland, New York 13045
Website: www.cortland.org

Phone: 607-758-8374

Fax: 607-756-4644

REAPPOINTMENTS / NEW APPOINTMENTS FOR JANUARY 2015

Fire Board

Paul Quinlan Reappointed

Historic District Commission

Dan Dineen Reappointed
Pam Abbott Reappointed

Landscape & Design Commission

Michael Dexter Reappointed
Ann Doyle Reappointed
Jeff Davidson Reappointed
Nick DeCarlo Reappointed

Zoning Board of Appeals

David Funk Reappointed

Youth Bureau Commission

Andrea Tobin Reappointed
Cynthia Eberhart Reappointed

Wastewater Treatment Board

John Troy Reappointed
Todd Morris Reappointed
William Starr Reappointed
Paul Lorenzo Reappointed

Ethics Commission

Justin Guernsey New Appointment

Plumbing Commission

Gary Howe Reappointed

Public Safety/Department of Public Works Commission

Patrick O’Mara Reappointed

City of Cortland
Contract for Removal Services

These terms are for the Removal Services between the City of Cortland; hereinafter referred to as the "City" and Mark Nitti, d/b/a "Haulin Out", 22 Samson Street, Cortland, NY, 13045, hereinafter referred to as the "Contractor".

The purpose of this Statement is to provide clarification for the removal of grass, weeds, vegetation, snow, ice, garbage, bulk items, uncollected refuse or waste material as well as any general labor within the City limits, when assigned by the Code Enforcement Office. The Contractor does hereby agree to provide said services for the City under the terms and conditions set forth herein.

The City and the Contractor do mutually agree to honor the agreements and the commitments contained herein for the period between January 1, 2015 and terminating December 31, 2015.

Service Requirements:

- A work order will be submitted by the Code Enforcement Office to the Contractor for services to be performed emailed to address provided.
- Fee for grass/weed/vegetation work order assignments shall be \$30.00 per hour for a one-man crew, \$32.00 for a two-man crew. **Please be advised that if a two-man crew is used-appropriate insurance will be required.**
- Fee for snow/ice removal shall be \$0.70 per linear foot of sidewalk assigned. Please measure the sidewalk. Sidewalk should be cleared at the sidewalk width and down to the concrete. The use of skid-steer type of equipment is prohibited.
- Fee for garbage removal shall be \$3 per 30 gallon bag. If the garbage is not in bags...charge for clean up.
- Fee for garbage/rubbish clean up shall be \$25.00 per hour for a one-man crew.
- Fee for bulk items shall be determined depending on items.
 - Most common items are as follows:
 - Mattress _____
 - Couch _____
 - Chair _____
 - Bulk Furniture Item _____
- Both parties shall mutually agree upon special fee assessments prior to completion of work assignments where such work orders dictate a special fee or are otherwise not specified in this agreement. Fee for general labor shall be \$30.00 per hour. If additional materials are needed the Contractor shall be responsible for submitting an itemized invoice of materials used, including receipts for dump fees.
- Contractor shall submit printed and dated before and after pictures with the date of service with each invoice submitted for payment. An administrative fee of \$3.00 for each work order submitted shall be assessed for this item on the invoice.
- The City shall reimburse the Contractor for the dump fees associated with the disposal of items as long as a dump receipt is provided.

- Work order assignments shall be completed within twenty four (24) hours of assignment unless mutually agreed upon.
- Work order assignments will be emailed to the email address provided to the Code Enforcement Office by the Contractor. If an emergency situation arises, work order assignments may be communicated orally but will be followed by a written order.
- The Contractor shall submit the following paperwork for each assignment before payment will be processed:
 - A completed Invoice for services performed including the date that the service was performed.
 - Completed Work Order
 - Additional receipts if applicable.
 - Printed before and after pictures of the assignments with date.

The Contractor shall not enter into confrontational situations with any property owner or representative upon arrival at the service request location. The Contractor shall require that all his employees be courteous at all times, should there be a confrontation or issue rose by the homeowner or representative. The Contractor and/or all his employees shall not use loud or profane language and shall do their work as quietly as possible.

The Contractor shall use discretionary judgment with all work assignments. If there is a question regarding the content of materials for removal, the contractor shall call to get direction from the Code Enforcement Office. If it appears as if the assignment has already been completed or the homeowner is preparing to complete the assignment, the Contractor shall stop and call to get direction from the Code Enforcement Office. If the Contractor is asked to leave, the Contractor shall do so and notify the Code Enforcement Office.

The Contractor shall submit the appropriate documentation to the Code Enforcement Office within the month of service for approval and payment.

The Contractor shall provide a current liability insurance certificate with the City of Cortland named as an additionally insured.

The minimum requirements for insurance are as follows:
Commercial General Liability Including: Underground Explosion & Collapse Hazard; Products/Completed Operations; Contractual Independent Contractors- All Coverage's in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

The Contractor shall also provide a current workers compensation certificate or a Form CE-200 from the State of New York Workers Compensation Board.

The Contractor shall be provided with a magnetic sign for the work vehicle, identifying the company as being contracted by the City of Cortland, to deter confrontational situations. This sign is only to be displayed on the vehicle while doing business for the City of Cortland.

IN WITNESS WHEREOF, the Parties has agreed to the terms of the services in this

Statement on the _____ day of _____, 2015.

Mark Nitti
Mark Nitti

Date: 1/9/14/1

Hon. Brian Tobin, Mayor

Date: _____

State of New York
County of Cortland

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

Mark A. Nitti

Haulin' Out
22 Samson St.
Cortland, NY 13045



Statement of Work to Perform Removal Services to Code Enforcement Office

December 4, 2014

Services Performed By:

Mark A. Nitti
Haulin' Out
22 Samson St.
Cortland, NY 13045

Services Performed For:

Code Enforcement Office
City of Cortland
25 Court St.
Cortland, NY 13045

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Code Enforcement Office ("Client") and Mark A. Nitti ("Contractor"), effective January 1, 2015 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

Period of Agreement

The Services shall commence on January 1, 2015, and shall continue through December 31, 2015. Upon termination of this agreement, the Director of the Code Enforcement Office will have the option to renew this agreement.

Bill To Address	Code Enforcement Office, City of Cortland
City of Cortland 25 Court St. Cortland, NY 13045	Deputy Fire Chief William Knickerbocker

Scope of Work

Contractor shall provide the Services as follows:

- Cutting of grass/vegetation
- Removal of snow/ice from sidewalks
- Removal of bagged garbage
- Clean-up and removal of bulk/garbage items from property
- Removal of uncollected refuse or waste material in the right-of-way (ROW)
- Removal of bulk items in the right-of-way (ROW)

Contractor Responsibilities

Contractor shall provide the Services as follows:

- Appropriate liability insurance coverage as deemed necessary by Client; a two-man crew may require additional coverage
- Sidewalks must be measured and cleared at the sidewalk width and down to the concrete
- Communicate with Client if special fee assessment is required for the completion of work assignment prior to beginning work
- Take date and time stamped before and after color pictures for each Work Order
- Work Orders shall be completed within twenty four (24) hours of assignment unless otherwise agreed upon
- Not engage in any confrontational situations with any property owner or representative at any Work Order request location
- Be courteous at all times and refrain from using profane language; perform work as quietly as possible
- Use discretionary judgment with all Work Orders
- If Work Order appears to have been completed, or the homeowner is preparing to complete the work, or is asked to leave; stop and call to get direction from the Code Enforcement Office

Client Responsibilities

Client shall provide the Services as follows:

- Supply a magnetic sign for the work vehicle to identify the company as being contracted by the City of Cortland to deter confrontational situations
- Email Work Order(s) to email address provided by Contractor
- If an emergency situation arises, Client shall call the Contractor directly with Work Order and send it via email

Fee Schedule

Item Description	Resources to be Used	Rate
Grass Cutting	Lawnmower, weed eater, hedge trimmers, rake	\$30/hr.; \$32/hr. for a two-man crew
Snow/Ice removal	Snow blower, shovel, pick, salt	\$0.70/linear foot
Bagged garbage removal		\$3 per 30 gal. bag
Cleaning/removal of un-bagged garbage	Gloves, shovel	\$25/hr.
ROW (removal of bulk items in Right of Way between curb and sidewalk)	Gloves	\$50/half load; \$90/full load
Dated color pictures – before and after	Digital camera	\$3.00/set
General labor		\$30/hr.

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced dumping fee costs associated with services provided and it shall be listed on the invoice as a separate line item. Invoices shall be submitted upon completion of services performed, referencing the address indicated above. Each invoice will reflect charges for the time period being billed. Contractor shall provide Client with sufficient details to support invoices, including dump receipts and/or additional materials needed/used to complete a job. Payments for services invoiced are to be received by Contractor within 10-days from date of invoice.

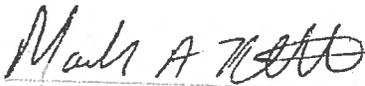
Completion Criteria

Contractor shall submit, either via email or thumb drive to the Client, the following upon completion of each work order:

- Invoice for services performed including the date and location the services were performed
- Completed Work Order
- Date and time stamped before and after color pictures of services
- Any dump receipts that may be associated with particular services

This is not a contract or agreement but only a statement of terms of service.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.



Mark A. Nitti

12/4/14

Date

**CITY OF CORTLAND
REQUEST FOR PROPOSAL
Contracting Services 2014**

The City of Cortland is requesting proposals from contracting firms with regard to grass cutting, snow/ice removal and garbage/bulk item removal. The service provided will be to abate violations of the ordinance of the above listed services.

Scope of Services

The individual or firm selected will undertake the following services when assigned:

1. Cutting of grass/vegetation.
2. Removal of snow/ice from sidewalks.
3. Removal of bags of garbage.
4. Cleanup and removal of garbage/bulk items from property.
5. Removal of uncollected refuse or waste material in right of way.
6. Removal of bulk item in right of way.

Selection Process

The applicant will be selected based upon the bids for all services. Bids for individual services will be rejected.

Cost - The total cost of providing contracting services in relation to other factors. Applicant's ability and willingness to comply with procurement and cost documentation requirements.

Experience/Track Record - The number of years and type of experience in working in relevant projects, prior employment history, and record of successfully completing for clients.

Submission Requirements

Interested applicants should submit a written proposal to include, but not be limited to:

1. Price per hour for grass cutting.
2. Price per linear foot of snow/ice removal from sidewalks. (Indicate equipment anticipated to be used for services)
3. Price per bag of garbage removed.
4. Price per hour for cleaning/removal of garbage.
5. Price per item for bulk items.

6. Contractors response time from work assignment receipt until commencement of assignment.
(Indicate method of receipt of work assignments)
7. Color before and after photos of assignments, printed with date and time.

Note: Bids for individual services will be rejected. Successful bidder shall meet the minimum insurance requirements of the City of Cortland.

This agreement will commence January, ~~2014~~²⁰¹⁵ and will terminate December 31, ~~2014~~²⁰¹⁵. At the time of the termination of the agreement, it will be under the discretion of the Director of the Code Enforcement Office whether to renew the agreement or to place the work out for bid again.

Contact Deputy Fire Chief William Knickerbocker, Director of Code Enforcement, at 607-753-1741 if you have any questions.

The City of Cortland reserves the right to reject any and all proposals.

Proposals will be accepted until 2:00 p.m. Monday, December 22, 2014. Proposals must be in a sealed envelope with the company name and addressed "Code Enforcement Contracting Services Proposal" and must include this page. Proposals can be hand delivered or mailed to the following address and must reach the address by the above time and date:

City Clerks Office
25 Court Street
Cortland NY 13045

I, Mark A. Nitti, of Haulin' Out, agree to the terms as specified in the proposal and that the above design cost proposal was done free of any collusion with any other contracting firms.

Mark A. Nitti Owner
Signature & Title

12/4/14
Date