

MISC CALLS	0	2	0	0	0	0	0	0	0	1	0	2	1	0	0	0	2	0	9
MISC OFFENSES	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	3
NEIGHBOR CRISIS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
NOISE VIOLATION	0	2	5	1	0	0	0	0	0	0	0	1	1	1	3	2	2	16	6
OUTSIDE AGENCY ASSIST	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
PARKING VIOLATIONS	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2
PAROLE NOTIFICATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PRISONER TRANSPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SAFE SCRIPTS PROGRAM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SEX OFFNDR REGISTRATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SICK LEAVE	0	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0
SUSPICIOUS ACTIVITY RPT	0	1	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0
TRAFFIC STOP	0	5	2	0	0	0	0	0	0	0	0	3	1	0	0	6	7	27	6
TRESPASSING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WARRANT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WELFARE CHECK	0	3	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Totals:	0	31	19	4	2	24	38	26	22	21	17	29	28	261	19	2	3	19	2

BLOTTER ACTIVITY REPORT

By Time of Day

FOR DATE RANGE OF 01/01/2020 00:00 TO 11/08/2020 0:00

Call Type	Invalid Time	0000-0159	0200-0359	0400-0559	0600-0759	0800-0959	1000-1159	1200-1359	1400-1559	1600-1759	1800-1959	2000-2159	2200-2359	TOTALS
ABANDONED 911	0	11	8	3	12	8	10	6	15	8	11	19	8	119
ABC VIOLATIONS	0	16	0	0	0	0	0	1	2	0	1	2	4	26
ABSCONDED	0	1	2	2	1	2	1	0	3	3	1	1	4	21
ADMINISTRATIVE	0	5	4	4	3	13	2	3	2	5	4	16	6	67
AIDED MEDICAL	0	18	17	9	7	4	15	19	25	25	22	31	21	213
ALARM	0	14	21	14	31	24	18	20	18	20	28	14	11	233
ANIMAL DOMESTIC	0	6	6	3	3	12	29	28	20	15	23	22	10	177
ANIMAL WILD	0	1	0	1	1	2	3	3	0	0	2	2	3	18
ARSON	0	0	0	0	0	0	1	0	0	0	0	0	0	1
ASSAULT	0	2	6	0	5	1	2	5	3	5	3	7	4	43
BEAT MONITORING	0	23	10	0	0	0	0	0	0	0	1	0	0	34
BKGRND INVST CIVILIAN	0	0	0	6	51	225	161	81	18	1	0	0	0	543
BKGRND INVST SWORN	0	0	0	0	0	0	2	0	0	0	0	0	0	2
BURGLARY	0	2	1	1	0	2	3	3	4	5	3	6	2	32
CHILD SEAT INSTALL	0	0	0	0	0	0	0	0	0	0	5	4	0	9
CITY CODE VIOLATION	0	7	1	1	1	4	8	5	13	10	14	20	8	92
COMPUTER CRIME	0	0	0	0	0	0	0	1	0	0	0	0	0	1
CRIMINAL MISCHIEF	0	6	2	5	7	17	16	16	15	14	8	11	8	125
CROSSING GUARD	0	0	1	3	1	0	1	1	0	1	0	0	1	9
DEATH INVEST	0	0	3	1	3	5	3	2	3	5	0	4	2	31
DISORDERLY PERSONS	0	29	18	6	8	18	22	19	28	35	40	25	43	291
DOG SEIZURE	0	0	0	0	0	0	0	3	1	1	1	0	0	6
DOMESTIC	0	43	16	11	14	21	28	36	30	32	45	45	50	371
DOOR UNLOCKING	0	5	3	4	9	16	30	31	28	30	21	19	9	205
DRUG INVESTIGATION	0	5	3	2	4	15	23	25	33	26	15	12	12	175
DWI / IMPRD / DRUGS	0	4	5	1	1	0	0	0	0	0	0	5	10	26
EMOTIONALLY DISTRBD PERSON	0	7	5	4	4	14	18	17	23	24	20	14	26	176
ENDANGERING WELFARE	0	1	0	0	0	0	0	0	0	1	0	0	0	2

FINGERPRINTING	0	0	0	0	0	0	4	21	83	58	37	15	6	3	1	228
FIRE	0	1	1	1	0	0	0	1	1	3	4	0	5	3	3	23
FOOT PATROL	0	166	149	57	1	28	66	66	52	85	29	29	10	88	153	884
FORGERY	0	0	0	0	0	0	0	2	6	6	4	1	5	6	0	1
FRAUD	0	0	1	0	0	0	0	2	6	6	4	1	5	6	0	31
HARASSMENT	0	12	6	4	5	9	19	32	32	29	29	35	35	33	32	251
INSECURE PROPERTY	0	29	38	7	0	6	12	8	8	12	5	5	5	9	16	147
JUVENILE	0	3	3	0	4	19	20	27	27	25	24	24	14	13	16	168
LARCENY	0	8	7	1	10	32	49	48	48	49	31	31	22	19	8	284
LOST AND FOUND	0	8	18	5	13	27	41	41	41	30	42	42	19	11	8	263
M/V ACCIDENT	0	4	5	2	17	33	61	102	102	112	79	79	41	25	11	492
M/V OFFENSE	0	9	3	1	0	1	5	14	14	7	13	13	11	22	14	100
M/V THEFT	0	0	1	0	0	0	0	1	1	1	1	1	0	0	0	4
MARIHUANA INVST	0	1	0	0	0	1	0	0	0	2	1	1	1	3	2	11
MEDIATION-NO OFFENSE	0	4	2	0	3	5	8	6	6	5	5	0	5	0	2	40
MISC CALLS	0	31	27	12	14	51	53	66	66	88	85	85	66	69	61	623
MISC OFFENSES	0	7	1	1	0	10	17	12	12	21	18	18	7	6	4	104
MISSING PERSON	0	0	0	0	3	2	2	2	2	4	2	2	5	2	7	29
NARCO INTEL	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	2
NEIGHBOR CRISIS	0	2	1	0	3	4	9	19	19	16	14	14	15	13	8	104
NOISE VIOLATION	0	96	53	15	6	6	16	19	19	30	36	36	36	98	116	527
OPEN CONTAINER	0	3	0	0	0	0	0	0	0	0	0	0	0	0	2	5
OUTSIDE AGENCY ASSIST	0	14	9	2	2	10	15	7	7	10	11	11	6	14	13	113
PARKING VIOLATIONS	0	8	1	2	4	11	17	23	23	18	6	6	9	5	1	105
PAROLE NOTIFICATION	0	0	0	0	5	29	18	19	19	8	8	0	0	0	0	79
PRISONER TRANSPORT	0	0	1	0	3	31	19	10	10	12	7	7	11	7	1	102
PROPERTY RETRIEVAL	0	2	0	0	1	8	12	19	19	18	20	20	14	15	6	115
REPOSESSION	0	0	0	1	0	0	0	0	0	0	0	2	0	1	0	4
ROBBERY	0	0	1	0	0	0	0	1	1	0	0	0	0	1	0	3
SAFE SCRIPTS PROGRAM	0	0	0	0	0	9	14	14	14	15	0	0	0	0	0	52
SERVICES	0	5	5	3	7	59	31	29	29	32	14	14	5	9	9	208
SEX CRIMES	0	1	0	0	2	3	10	11	11	9	10	10	6	2	1	55
SEX OFFNDR REGISTRATION	0	0	0	0	2	59	37	13	13	17	3	3	1	0	1	133

SICK LEAVE	0	4	9	23	17	12	17	19	44	24	8	5	11	193
SUSPICIOUS ACTIVITY RPT	0	40	29	16	5	11	14	14	17	16	20	41	39	262
TRAFFIC DETAIL	0	0	0	0	0	0	0	1	1	1	2	11	2	18
TRAFFIC STOP	0	159	92	23	2	17	53	48	63	50	51	359	322	1239
TRESPASSING	0	13	15	5	6	10	15	25	19	20	21	17	27	193
WARRANT	0	5	2	4	1	3	9	6	8	8	2	8	2	58
WELFARE CHECK	0	47	24	12	14	39	81	84	64	63	85	94	75	682
Totals:	0	888	636	279	320	972	1226	1185	1200	952	817	1291	1217	10983

Introduced by Councilor Barbell on October 22, 2020 at a Regular Meeting of the Common Council.

Public Hearing held on Thursday, November 5, 2020 at 5:00pm in the Council Chambers, 41 City Hall Place, Plattsburgh, NY 12901.

Local Law No. P-5 of the year 2020.

A local law amending and replacing in its entirety Chapter 116 "Alarm Systems" as set forth in City Code of the City of Plattsburgh.

This Local Law is enacted pursuant to the provisions of Sections 10 of the Municipal Home Rule Law of the State of New York.

Be it enacted by the Common Council of the City of Plattsburgh as follows:

1. The City Code of the City of Plattsburgh is amended by amending and replacing in its entirety Chapter 116 "Alarm Systems" as set forth in the City Code of the City of Plattsburgh to read as follows:

Chapter 116 "Alarm System"

Section 116-1 "Title/Purpose"

This Chapter may be known and cited by the following short title: "A Local Law regulating the Installation and Maintenance of Burglar and Other Emergency Alarms in the City of Plattsburgh."

The purpose of this local law is to establish reasonable standards for users, to ensure that alarm owners are held responsible for the proper operation of their alarm systems, and addresses the impact of excessive false alarms and their undue burden the City of Plattsburgh's Police and Fire Department's enforcement resources. While properly installed, monitored and operated alarm systems are effective tools which can identify criminal offenses in progress, and will lead to a reduction in the incidents of false alarms as well as enhance the safety of responding law enforcement officers Public Safety departments within the City recognize the significant burdens placed on state and local law enforcement resources due to responding to false alarm calls. In general, governments and private companies wish to make the most effective use of their resources, and the reduction of false alarms and clearly defined alarm user responsibilities are to the benefit of all parties. This local law is established to set reasonable standards for users, ensure that alarm owners are held responsible for their use of alarm systems, and to encourage the use of security systems and best practices.

Section 116-2 "Definitions"

The following words, terms and phrases, when used in this local law, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm Administrator means the City Building Inspector

Alarm Company means a person, company, firm, or corporation which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing or monitoring alarm systems; this entity shall be licensed in compliance with city, county and state laws.

Alarm Event means an alarm system activation, to which law enforcement is requested to respond.

Alarm Activation Report A report prepared by the officer or member of the Police Department or Fire Department who responded to an Alarm Event, which documents the details and circumstances of the Alarm Event.

Alarm Permit means a permit issued to an alarm user by the City allowing the operation of an alarm system within the City.

Alarm System means an assembly of equipment installed at a fixed location designed to detect and/or verify an occurrence of an illegal or unauthorized entry or other activity to which the Police or Fire Department is requested to respond.

Alarm User means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing, or operating an Alarm System, or on whose premises an Alarm System is maintained for the protection of such premises.

Cancellation means that the alarm company provides notification that response by a public safety department is no longer being requested. If cancellation occurs prior to police or fire department arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

City means the City of Plattsburgh or its officers or employees.

False Alarm means the activation of any Alarm System resulting in notification of the Police or Fire Department, for which the responding Public Safety Officer finds no evidence of criminal activity, fire, smoke, carbon monoxide, heat or other threat of emergency of the kind for which the Alarm System was designed to give notice.

Local alarm means an alarm system that is not monitored by a remote monitoring center.

Permit Term means a 36-month period beginning on the day and month on which an alarm permit is issued.

Runaway Alarm means an alarm system that produces repeated alarm activations that do not appear to be caused by separate human action. Police or Fire Department personnel may in its discretion notify the owner of the alarm system and discontinue public safety responses to alarm activations from what appears to be a runaway alarm until the system is repaired.

Section 116-3 “Alarm Permit”

(A) **Permit required.** Any person owning or operating an Alarm System must apply for a permit from the Zoning and Code Enforcement Department within thirty (30) days of installation of the Alarm System or where an Alarm System is already installed, within thirty (30) days of the effective date of this Chapter.

A fee may be required for the initial registration and any renewals of the Permit Term, which fees will be set by Council resolution. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(B) **Application.** The permit shall be requested on an application form provided by the City Building Inspector.

Permit Requirements. Each permit application must contain the following information and be complete, true and accurate in its entirety:

- (1) Name, address, and telephone number(s) of the Permit Holder who will be responsible for the proper maintenance and operation of the Alarm System and payment of fees assessed under this Local Law; The mailing address if different than the address of the Permit Holder or the Alarm Site;
- (2) The classification of the Alarm Site as either residential or commercial including the building number and the apartment number;
- (3) For each Alarm System located at the Alarm Site, the classification of the Alarm System (i.e. Burglary, Robbery, Panic Alarms or other) and for each classification, whether such alarm is audible or silent;
- (4) Any dangerous, hazardous, or special conditions present at the Alarm Site;
- (5) The name and telephone number of the Alarm Company that has agreed to receive calls

Possession of an Alarm Permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response by a Public Safety Officer. Any and all liability and consequential damage resulting from the failure to respond is hereby disclaimed and governmental immunity as provided by law is retained. Without limitation of the foregoing, by applying for an Alarm Permit, the Alarm User acknowledges that public safety response may be based on factors such as availability of public safety units, priority of calls, weather conditions, traffic conditions, emergency conditions or staffing levels.

(C) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.

(D) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the City a form requesting updated information. The permit holder shall complete and return this form to the City whether or not any of the requested information has changed.

(E) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

(F) **Installer of the Alarm System.** The name of service provider that installed the system shall be provided.

(G) **Monitoring Agency.** The name of the monitoring station that is monitoring the alarm system shall be provided.

(H) **Permit fees:** Permit Fees shall be set by Common Council Resolution. A new permit for advising of changes to a system will not require a renewal fee for that year.

(I) **Renewal Permit:** Police or Fire Department response to a property without a valid permit or renewal permit will be subject to the same fine as failing to register.

(J) **Exemptions:** Any real property owned by the City of Plattsburgh, State of New York, Federal Government or the County of Clinton is exempt from this Chapter.

Section 116-4 “Duties of Alarm User”

All Alarm Users shall have the following duties:

(A) Maintain the premises and the alarm system in a method that will eliminate false alarms.

(B) Provide the alarm company the permit number.

(C) Respond or cause a representative/owner to respond to the alarm system’s location within a reasonable amount of time when notified by the Police or Fire Department.

(D) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

(E) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm-system.

(F) An alarm user must keep current the renewal of the alarm permit.

(G) Notify the Alarm System Monitoring Business prior to activation of an alarm for maintenance, test or instruction purposes

(H) Adjust the mechanism or causing the mechanism to be adjusted so that an intrusion alarm signal audible on the exterior of an Alarm Site will sound for no longer than fifteen minutes after being activated, but may be reactivated by a reset. Alarm Systems installed prior to five days after the effective date of this Local law shall be exempt from this provision; and

(I) Paying all fees and fines under this Local law within 90 days of the date assessed.

Section 116-5 “Duties of the Alarm Company”

A. Any person engaged in the alarm business in the City shall comply with the following:

- 1) Obtain and maintain the required state, county and/or city license(s).
- 2) Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time.
- 3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
- 4) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.
- 5) Provide information of how to obtain service from the alarm company for the alarm system.

B. An alarm company responsible for monitoring services shall:

- 1) Attempt to Verify every alarm signal, except a Duress/Holdup Alarm or fire alarm, immediately before requesting a law enforcement response to an Alarm System signal;
- 2) Communicate Cancellations of alarm dispatch requests to the Police or Fire Department immediately upon verification of a False Alarm;
- 3) Establish a procedure for accepting Cancellation of alarms by Alarm Users;
- 4) Communicate alarm dispatch requests to the Police or Fire Department;
- 5) Communicate any available information (north, south, front, back, floor, zone, etc.) to help identify the location of the intrusion or other emergency;
- 6) Provide the Police or Fire telephone operator with the Alarm Business Permit number of the Alarm System Monitoring Business when an alarm is reported;
- 7) Communicate type of alarm activation (silent or audible, interior or perimeter); and
- 8) Make every possible effort to contact the Alarm User or his Contact Persons when an alarm dispatch request is made to facilitate access to the Alarm Site and/or deactivation of the alarm.

Section 116-6 “Duties of Police and Fire Departments”

The City of Plattsburgh Police and Fire Departments shall respond to alarm notifications according to department protocol.

Section 116-7 “Prohibited Acts”

(A) It shall be unlawful to activate an alarm system for the purpose of summoning Police or Fire Departments when no fire, burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(B) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 15 minutes.

Section 116-8 “Enforcement of Provisions”

A. Excessive false alarms/Failure to register

It is hereby found and determined that three or more false alarms within a permit year is excessive, and shall be unlawful. Civil penalties and constraints around police or fire response for false alarms within a permit year may be assessed against an alarm user as follows:

Third false alarm.....	\$ 50.00
Fourth false alarm	\$100.00
Fifth false alarm.....	\$200.00
Sixth false alarm	\$500.00
Additional false alarms	\$500.00
Failure to Register.....	\$100.00

(B) The Alarm User shall be given written notice of any fees and fines chargeable under this section. Such fees and fines shall be paid to the City Building Inspector Office within 30 calendar days of the date of the notice of fees and fines due, unless the Alarm User pursues an appeal as described in Section 116-9 below. In the event the appeal does not result in a waiver or cancellation of the fees and fines, such fee and fine shall be paid to the City Building Inspector Office within 30 calendar days of the final decision.

(C) *Civil Non-criminal violation.* A violation of any of the provisions of this local law shall be a civil violation.

Section 116-9 “Appeal”

- (a) Any person or entity that receives a notice of a False Alarm or a notice of fees or fines due under this Local law may appeal that notice by filing a written notice of appeal with the City Building Inspector. The notice of appeal must be received within 10 days after the date of notification of the notice of False Alarm or notice of assessment of civil penalty(ies) and setting forth the reasons for the appeal. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies).
- (b) The filing of an appeal stays the assessment of the fine and suspension until the City Building Inspector makes a final decision, which decision shall be made within 30 days after receipt of the notice of appeal.
- (c) The Building Inspector or his designee shall review an appeal from the assessment of civil penalty(ies) or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted.

(d) The hearing officer's decision is subject to review in a Court with jurisdiction.

Section 116-10 “Confidentiality”

In the interest of public safety, and unless permitted by law or required by Court Order, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the City.

Section 116-11 “Governmental Immunity”

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Plattsburgh Police and/or Fire Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

Section 116-12 “Severability”

The provisions of this Chapter are severable. If a Court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

2. This Local Law shall take effect upon approval by the Mayor and filing with the New York Secretary of State

Quoting Information Requested:

Name of Contractor/Firm: KAR Construction/Electrical

Cost to complete the work detailed: \$1 22,800

Time Frame to begin: 11-15-20

Are you registered/authorized to work in the City of
Plattsburgh: yes

Are you willing to name the Building Owner as additional
insured: yes

How many years have you be performing this type of work? 30

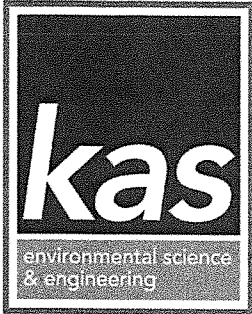
Will you provide references if requested: yes

Please provide your comments regarding completion of this
project and more information on your plan, pricing, and
dependencies for quality, timely and on budget completion.

I estimate 4 months to complete this
project. Taking weather and material availability
do to Covid-19. Labor Only



Cumberland Bay Geology, D.P.C.



13 Latour Avenue, Suite 204
PO Box 2787
Plattsburgh, NY 12901

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518 563.9445 p
518 563.5189 f

November 2, 2020

Mr. Matthew Miller
Director of Community Development
City of Plattsburgh
41 City Hall Place
Plattsburgh, NY 12901

RE: Work Plan/Cost Estimate – Remedial Excavation Management – Arts Park, Durkee and Margaret Streets, Plattsburgh, New York

Dear Mr. Miller:

KAS, Inc. (KAS) is pleased to provide this work plan/cost estimate for remedial excavation management at the Arts Park between Durkee Street and Margaret Street in Plattsburgh, New York. KAS was contacted on October 30, 2020 that Luck Brothers, Inc. encountered petroleum impacted soils during excavation for underground utilities. KAS responded by screening soils with a properly calibrated photoionization detector (PID) and, based on findings, coordinated with the City of Plattsburgh calling in a spill to the New York State Department of Environmental Conservation (NYSDEC) spill hotline. NYSDEC spill number 2006893 and Ms. Kaleigh Zappia, Assistant Engineer was assigned the spill. KAS spoke with Ms. Zappia, who authorized the proper handling and disposal of petroleum impacted soils in accordance with state and location regulations and requested a soil sample of any impacts being left in place. Based on the information KAS will perform the following scope of work.

Scope of Work

KAS will be on-site to screen petroleum impacted for volatile organic compounds (VOCs) with a PID. The PID will be properly calibrated prior to use using isobutylene. KAS will collect a soil sample of the impacted soil for waste characterization purposes and coordination for disposal at the Franklin County Landfill. The soil sample along with a properly completed chain of custody will be submitted to Endyne, Inc. of Plattsburgh, New York, a New York State ELAP-approved laboratory. The sample will be analyzed for VOCs by EPA Method 8260 STARS, semi-volatile organic compounds (SVOCs) by EPA Method 8270 STARS and ignitability. Given the minimally impacted soils that will be excavated to facilitate this project, the soil sample will also be representative of impacts being left in place and will fulfill NYSDEC's request. Upon receipt of laboratory results, KAS will prepare a waste profile and submit to the Franklin County Landfill for approval. Upon approval, KAS will coordinate Winterbottom Trucking to transport the impacted soil to the Franklin County Landfill for disposal. Luck Brothers or the City of Plattsburgh will be responsible for loading the soil and Franklin County Landfill will bill the City of Plattsburgh directly for disposal. Once complete, KAS will prepare a summary report documenting the on-site activities, laboratory analysis and disposal. The report will be reviewed by the City of Plattsburgh and prior to submitted to the NYSDEC.

Cost Estimate

KAS will complete the work for a firm fixed price of **\$1,980.00** excluding hauling of the impacted soils. The firm fixed price includes labor, mileage, equipment, laboratory analysis, management and reporting. Hauling of impacted soils will be



Work Plan/Cost Estimate – Remedial Excavation Management
Arts Park, Durkee and Margaret Streets, Plattsburgh, NY
November 2, 2020



completed for a fixed unit price of **\$17.60** per ton. Based on an estimated tonnage of 30 tons, the total cost for hauling will be **\$528.00**; however, the actual price of the hauling will be based on the tonnage at the Franklin County Landfill scale.

Assumptions and Conditions

The scope of work and cost estimate assumes the following:

1. One week turnaround time for laboratory analysis;
2. Loading of soils into waste haulers trucks is performed by others and not included in the cost;
3. Disposal cost from Franklin County Landfill will be billed directly to the City of Plattsburgh and is not included in this cost; and,
4. KAS shall have no responsibility whatsoever for, and owner shall indemnify, defend and hold KAS harmless from any liability, claim, or cost (including reasonable attorney's fees) arising from operations outlined in the scope of work.

Schedule

KAS has already completed the initial work and collection of a soil sample. Sample results are anticipated on either November 6 or 9, 2020. Upon receipt KAS will prepare the waste profile and submit to Franklin County Landfill for approval. Typically approval is granted in less than one day. KAS will then coordinate hauling and disposal of the impacted soils with Luck Brothers and the City of Plattsburgh. KAS will prepare the summary report within one week of receipt of the disposal records from Franklin County Landfill.

KAS appreciates the opportunity to provide this work plan/cost estimate. If you have any questions please feel free to contact me at (518) 563-9445.

Respectfully Submitted,

Aaron Roth
Branch Manager

cc: QO



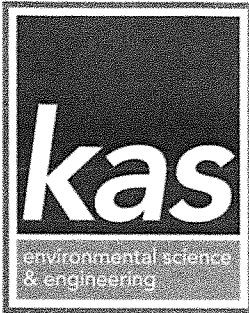
Work Plan/Cost Estimate – Remedial Excavation Management
Arts Park, Durkee and Margaret Streets, Plattsburgh, NY
November 2, 2020



AUTHORIZATION

The remedial excavation management will be performed in accordance with this Work Plan/Cost Estimate. By signing the authorization below, the client agrees to the attached Terms and Conditions.

Work Authorized: _____ Date: _____
Name/ Title



STANDARD TERMS AND CONDITIONS OF AGREEMENT

Page 1 of 3

13 Latour Avenue, Suite 204
PO Box 2787
Plattsburgh, NY 12901
www.kas-consulting.com

518 563.9445 p
518 563.5189 f

1. DEFINITIONS

CLIENT: The person or legal entity with whom KAS, Inc. has entered into this agreement for services.

KAS: KAS, Inc., 589 Avenue D, Suite 10 / P.O. Box 787, Williston, VT 05495: The Environmental Professional or the Engineering Professional retained to provide the services of this agreement.

2. BILLING AND PAYMENT PROVISIONS

INVOICES: Invoices submitted by KAS are due upon presentation, and shall be considered PAST DUE if not paid within thirty (30) calendar days to the invoice date.
FINANCE CHARGES: A finance charge of 1.5% per month will be charged on balances due for a period greater than thirty (30) calendar days.

COLLECTION COSTS: In the event action is necessary to enforce the payment provisions of this Agreement, KAS shall be entitled to collect from the Client all collection expenses to include any judgment or settlement sum due, reasonable attorneys' fees, court costs and expenses incurred by KAS in connection therewith and, in addition, the reasonable value of KAS' time and expenses spent in connection with such collection action, computed at KAS' prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Client fails to make payments when due or otherwise is in breach of this Agreement, KAS may suspend performance of services upon five (5) calendar days' notice to the Client. KAS shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

TERMINATION OF SERVICES: If the Client fails to make payment to KAS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by KAS.

SET -OFFS, BACK CHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set -offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Payment of any invoice by the Client to KAS shall be taken to mean that the Client is satisfied with the services provided and is not aware of any deficiencies in those services, and accepts these terms and conditions.

3. DISPUTES

a) **MEDIATION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and KAS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

b) **ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

4. CERTIFICATIONS, GUARANTEES

KAS shall not be required to sign any documents, no matter by whom requested, that would result in KAS's having to certify, guarantee or warrant the existence of conditions whose existence KAS cannot ascertain. The Client also agrees not to make resolution of any dispute with KAS or payment of any amount due to KAS in any way contingent upon the KAS's signing any such certification.

5. HAZARDOUS MATERIALS

CLIENT agrees that if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic substances, KAS is not and has no authority to act as a generator, transporter, or disposer of any hazardous or toxic waste, materials, or



STANDARD TERMS AND CONDITIONS OF AGREEMENT

Page 2 of 3

substances that may be found or identified on, at, or around the Site. KAS may, with appropriate authorization from CLIENT, act as an agent for the CLIENT in arranging for transportation and disposal of hazardous wastes, and may sign manifests, disposal tickets or like document but in doing so shall not assume any liability for the wastes. KAS shall not have any right, title or interest in any portion of the Site, including but not limited to any hazardous materials.

6. JOBSITE SAFETY

Neither the professional activities of KAS nor the presence of KAS employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligation, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. KAS and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

7. STANDARD OF CARE

Services provided by KAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by KAS as instruments of service shall remain the property of KAS. KAS shall retain all common law, statutory and other reserved rights, including the copyright thereto.

9. TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after seven (7) years have passed from the date of final invoice by KAS, unless KAS's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

10. REJECTION OF WORK

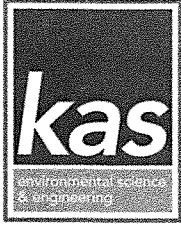
KAS shall have the authority to reject any work of the contractor, which is not, in the professional judgment of KAS, in accordance with the plans, specifications and other construction documents. Neither this authority nor the good faith judgment to reject or not reject any such work shall subject KAS to any liability or cause of action on behalf of the contractor, subcontractors or any other suppliers or persons performing portions of the work on this project. Only the owner has the authority to stop work.

11. TIMELINESS OF PERFORMANCE

KAS will perform its services with due and reasonable diligence consistent with sound professional practices.

12. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or KAS. KAS's services under this Agreement are being performed solely for the Client's benefit, and no other



STANDARD TERMS AND CONDITIONS OF AGREEMENT

Page 3 of 3

entity shall have any claim against KAS because of this Agreement or the performance or nonperformance of services hereunder.

13. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the Client and KAS, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of KAS and its sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of KAS and its sub-consultants to all those named shall not exceed \$1,000,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

14. INDEMNIFICATION

KAS agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the KAS's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom KAS is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold KAS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors and consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. KAS is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

AMENDMENT #2 TO CONTRACT

This document is in reference to an agreement dated July 3rd, 2018 and an Amendment dated May 15, 2020 between the City of Plattsburgh and Saratoga Associates.

BE IT KNOWN that the undersigned parties, for good consideration, agree to make changes and/or additions outlined below. These additions shall be as valid as if part of the original contract.

Two thousand forty two dollars (\$2,042.00) in budgeted fee will be reallocated from Task 10 – NYS DOS Review and Revision, as a result of minimal comments to date from NYS DOS. Any requested revisions will be addressed under Task 11. In addition, six thousand ninety dollars (\$6,090.00) of Saratoga Associates’ fee will be reallocated from Task 14 – Construction Inspection.

These fees will be allocated to Task 13 – Preparation of Bid Docs and Bid Verification to address scope changes realized since the start of the project. There will be no change to the overall contract amount.

Task	Current Total Fee	Change in Fee	Proposed Total Fee
Task 10	\$2,200.00	-\$2,042.00	\$158.00
Task 13	\$9,870.00	+\$8,132.00	\$18,002.00
Task 14	\$29,900.00	-\$6,090.00	\$23,810.00

No other terms or conditions of the contract are negated or changed as a result of this addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum at Plattsburgh, New York, on the _____ day of _____, 2020.

Owner
Colin Read
Mayor
City of Plattsburgh

Consultant
Daniel Shearer
CEO
Saratoga Associates

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 19041 - 19071 City of Plattsburgh Parking Lot Improvements	CONTRACT INFORMATION: Contract For: General Construction Date: June 29th, 2020	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: October 29th, 2020
OWNER: <i>(Name and address)</i> City of Plattsburgh 41 City Hall Place Plattsburgh, NY 12901	ARCHITECT: <i>(Name and address)</i> Architectural & Engineering Design Associates, PC 1246 State Route 3 P.O. Box 762 Plattsburgh New York 12901	CONTRACTOR: <i>(Name and address)</i> Luck Brothers, Inc. 73 Trade Road Plattsburgh, New York 12901

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)



Changes in scope per attached Field Directive #001, Field Directive #002, Email request dated 09-01-20 regarding sidewalk replacement and Email request dated 10-27-2020 regarding guiderail installation.

The original Contract Sum was	\$ 599,200.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 599,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 16,704.75
The new Contract Sum including this Change Order will be	\$ 615,904.75

The Contract Time will be increased by Ninety (90) days.
The new date of Substantial Completion will be November 30th, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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

Architectural & Engineering Design Associates, PC	Luck Brothers, Inc.	City of Plattsburgh
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Michael Coon, P.E., Project Engineer	Jamie Heminway, President	Colin L. Read, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-30-20	11-5-20	
DATE	DATE	DATE

Change Order 001 - Contract Sum Addition/Deletion Worksheet

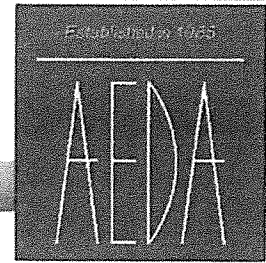
	Adds	Credit
Field Directive #1		
FR 001-6		\$2,400.00
FR 001-10	\$0.00	\$0.00
FR 002-2	\$250.00	
FR 002-3		\$500.00
FR 002-5	\$1,560.00	
FR 002-4/5		\$348.00
Subtotal =	\$1,810.00	\$3,248.00
Field Directive #2		
8/10/2020	\$1,888.25	
8/11/2020	\$809.25	
8/12/2020	\$539.50	
8/13/2020	\$2,481.75	
Subtotal =	\$5,718.75	
Email to proceed with sidewalk replacement (09-01-20)		
FR 002-6	\$1,500.00	
Guide rail (10-26-20 quote from LB)		
Box beam, shop curved	\$10,264.00	
Qty of 4 boulders @ \$165 ea.	\$660.00	
Subtotal =	\$10,924.00	
Totals =	\$19,952.75	\$3,248.00
Net Add to Contract =	\$16,704.75	

Time Extension

AIA 101 Agreement 3.3.1 Completion by: 9/1/2020

Anticipated completion of guide rail: 11/30/2020

Extension = 90 days



FIELD DIRECTIVE

PROJECT: City of Plattsburgh
Parking Lot Improvements

AEDAPC PROJECT NO: 19041

CONTRACT: Luck Bros, Inc.

ISSUED DATE: 2020-08-10

FIELD DIRECTIVE NO: 001

The Contractor is hereby directed to make the following change(s) in this contract:
(Insert a detailed description of the change and, if applicable, attached or reference specific exhibits.)

Provide a credit/add cost proposal for change from specifications and drawings as follows as referenced from Field Report 001 and Field Report 002:

- F.R.001-6: Change of eight (8) traditional bollards at the Conc. Kiosk locations to surface mounted bollards, four (4) at Pavone Lot and four (4) at Broad St. Lot (Anticipate credit)
- F.R.001-10: Clarified curb along accessible parking spaces to be a ¼" reveal rather than a full height 6" reveal and omit 15 lf portion of full height curb on Community Bank parking lot, see SK3 (Anticipate credit)
- F.R.002-1: Change location of water termination (Anticipate no cost change)
- F.R.002-2: Terminate unidentified manhole (Anticipate add change)
- F.R.002-3: Reduce scope of manhole termination compared to Addendum #1 (Anticipate credit)
- F.R.002-4: Clarified eCBA improvements based on existing conditions per Addendum #1 (Anticipate no cost change)
- F.R.002-5: Add concrete cover to existing Margaret St. catch basin (Anticipate add change)
- F.R.002-4/5: Coordinate with DPW for cast iron frame & grate (Anticipate credit)
- F.R.002-5: Modify curb/sidewalk alignment (Anticipate no cost change)
- F.R.002-7: Proceed with pavement section replacement in the former grass trip between Division Street and the parking lot off Oak Street per the site plan set, no modifications are proposed (Anticipate no cost change)

AEDA, P.C. has determined that the above is part of the Work and is included in the Contract Price. Any claim by the Contractor to the contrary must be submitted to AEDA, P.C. within three (3) days after the date of this Field Directive.

AEDA, P.C. recognizes that the above is a change in the Work. As a result:

The Contractor must submit a proposal for this work within seven (7) days after the date of this Field Directive. A signed change order must be completed prior to commencement of the work.

The Contractor is to proceed on a time and material basis and the Contractor's daily time and material ticket must be verified by the AEDA, P.C., Project Manager within 24 hours after the work has been performed. A change order will be completed for the total of approved time and material tickets when the work is completed.

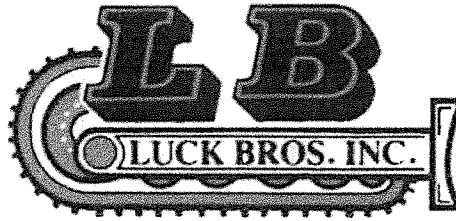
All proposals or invoices pertaining to this work must reference this Field Directive Number.

AUTHORIZED BY - ARCHITECTURAL & ENGINEERING DESIGN ASSOCIATES, P.C.

BY:


Project Engineer

Architectural & Engineering Design Associates, P.C. – 1246 Route 3, P.O. Box 762, Plattsburgh, NY 12901
Tel. 518.562.1800 Fax. 518.562.1702 Email jaa@aedapc.com Web www.aedapc.com



General Contractors

August 18, 2020

Architectural & Engineering
Design Associates, P.C.
1246 Route 3
PO Box 762
Plattsburgh, NY 12901

Attn.: Michael Coon

Re.: City of Plattsburgh
Parking Lot Improvements

Dear Mr. Coon:

Please find prices and credits for Field Directive No. 1.

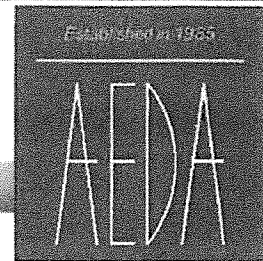
F.R. 001-6: Credit of \$2,400.00
F.R. 001-10: No credit issued. Labor and equipment costs are the same, and the
concrete wasted is minimal for 15' of high curb, less than ¼ CY.
F.R. 002-2: Add cost of \$250.00
F.R. 002-3: Credit of \$500.00
F.R. 002-5: Add cost of \$1,560.00
F.R. 002-4/5: Credit of \$348.00

Please feel free to contact me with any questions regarding this matter.

Sincerely,

Jamie Hemingway
Vice President

Architectural & Engineering Design Associates, P.C.



FIELD DIRECTIVE

PROJECT: City of Plattsburgh
Parking Lot Improvements

AEDAPC PROJECT NO: 19041

CONTRACT: Luck Bros, Inc.

ISSUED DATE: 2020-08-17

FIELD DIRECTIVE NO: 002

The Contractor is hereby directed to make the following change(s) in this contract:
(Insert a detailed description of the change and, if applicable, attached or reference specific exhibits.)

Perform removals of unforeseen underground obstructions including abandoned building foundations and teller duct bank and backfill to subgrade. As done to date, please continue to notify AEDA and the Owner of encountered underground obstructions.

- AEDA, P.C. has determined that the above is part of the Work and is included in the Contract Price. Any claim by the Contractor to the contrary must be submitted to AEDA, P.C. within three (3) days after the date of this Field Directive.
- AEDA, P.C. recognizes that the above is a change in the Work. As a result:
 - The Contractor must submit a proposal for this work within seven (7) days after the date of this Field Directive. A signed change order must be completed prior to commencement of the work.
 - The Contractor is to proceed on a time and material basis and the Contractor's daily time and material ticket must be verified by the AEDA, P.C., Project Manager within 24 hours after the work has been performed. A change order will be completed for the total of approved time and material tickets when the work is completed.

All proposals or invoices pertaining to this work must reference this Field Directive Number.

AUTHORIZED BY - ARCHITECTURAL & ENGINEERING DESIGN ASSOCIATES, P.C.

BY:


Project Engineer



Luck Bros., Inc.

73 Trade Road
 Plattsburgh, NY 12901
 Phone 518-561-4321 Fax 518-561-8462

T&M WORK

DATE: August 19, 2020
 Date of Work- 8-10-20
 Remove Bldg Foundation
 City of Plattsburgh Parking
 TO:
 AEDA, PC
 1246 Route 3
 PO Box 762
 Plattsburgh, NY 12901

DESCRIPTION	Date	UM	Quantity	Unit Price	AMOUNT
FOREMAN		HR	3.50	\$110.00	\$ 385.00
OPERATOR A		HR	3.50	\$113.00	\$ 395.50
OPERATOR B		HR	0.00	\$111.00	\$ -
OPERATOR C		HR	0.00	\$108.00	\$ -
OPERATOR 1A- CRANE		HR	0.00	\$118.00	\$ -
SURVEYOR, P/U & INSTRUMENT		HR	0.00	\$125.00	\$ -
LABOR B		HR	3.50	\$80.00	\$ 280.00
LABOR C		HR	0.00	\$80.00	\$ -
TEAMSTER, INCLUDING MOVING EQUIPMENT		HR	0.00	\$78.00	\$ -
IRON WORKER		HR	0.00	\$94.00	\$ -
MASON		HR	0.00	\$91.00	\$ -
CARPENTER		HR	0.00	\$87.00	\$ -
CAT AP 1000 PAVER		HR	0.00	\$160.00	\$ -
BARBER GREENE BG 260 PAVER		HR	0.00	\$150.00	\$ -
MAULDIN 7500 PAVER		HR	0.00	\$110.00	\$ -
VOLVO DD 120 ROLLER		HR	0.00	\$75.00	\$ -
CAT CB 534 ROLLER		HR	0.00	\$70.00	\$ -
DYNAPAC CC122 ROLLER		HR	0.00	\$60.00	\$ -
SKID STEER		HR	0.00	\$43.00	\$ -
60 TON LOW BOY		HR	0.00	\$80.00	\$ -
PICK UP/FLAT BED		HR	3.50	\$8.00	\$ 28.00
SUBTOTAL SHEET 1					\$ 1,088.50
SUBTOTAL SHEET 2					\$ 799.75
TOTAL SHEET 1 & 2					\$ 1,888.25
TAX RATE					0.00%
SALES TAX					-
OTHER					
TOTAL					\$ 1,888.25



Luck Bros., Inc.

73 Trade Road
 Plattsburgh, NY 12901
 Phone 518-561-4321 Fax 518-561-8462

T&M WORK

DATE: August 19, 2020
 Date of Work- 8-11-20
 Remove Bldg Foundation
 City of Plattsburgh Parking
 TO:
 AEDA, PC
 1246 Route 3
 PO Box 762
 Plattsburgh, NY 12901

DESCRIPTION	Date	UM	Quantity	Unit Price	AMOUNT
FOREMAN		HR	1.50	\$110.00	\$ 165.00
OPERATOR A		HR	1.50	\$113.00	\$ 169.50
OPERATOR B		HR	0.00	\$111.00	\$ -
OPERATOR C		HR	0.00	\$108.00	\$ -
OPERATOR 1A- CRANE		HR	0.00	\$118.00	\$ -
SURVEYOR, P/U & INSTRUMENT		HR	0.00	\$125.00	\$ -
LABOR B		HR	1.50	\$80.00	\$ 120.00
LABOR C		HR	0.00	\$80.00	\$ -
TEAMSTER, INCLUDING MOVING EQUIPMENT		HR	0.00	\$78.00	\$ -
IRON WORKER		HR	0.00	\$94.00	\$ -
MASON		HR	0.00	\$91.00	\$ -
CARPENTER		HR	0.00	\$87.00	\$ -
CAT AP 1000 PAVER		HR	0.00	\$160.00	\$ -
BARBER GREENE BG 260 PAVER		HR	0.00	\$150.00	\$ -
MAULDIN 7500 PAVER		HR	0.00	\$110.00	\$ -
VOLVO DD 120 ROLLER		HR	0.00	\$75.00	\$ -
CAT CB 534 ROLLER		HR	0.00	\$70.00	\$ -
DYNAPAC CC122 ROLLER		HR	0.00	\$60.00	\$ -
SKID STEER		HR	0.00	\$43.00	\$ -
60 TON LOW BOY		HR	0.00	\$80.00	\$ -
PICK UP/FLAT BED		HR	1.50	\$8.00	\$ 12.00
SUBTOTAL SHEET 1					\$ 466.50
SUBTOTAL SHEET 2					\$ 342.75
TOTAL SHEET 1 & 2					\$ 809.25
TAX RATE					0.00%
SALES TAX					-
OTHER					
TOTAL					\$ 809.25



Luck Bros., Inc.

73 Trade Road
 Plattsburgh, NY 12901
 Phone 518-561-4321 Fax 518-561-8462

T&M WORK

DATE: August 19, 2020
 Date of Work- 8-12-20
 Remove Bldg Foundation
 City of Plattsburgh Parking
 TO:
 AEDA, PC
 1246 Route 3
 PO Box 762
 Plattsburgh, NY 12901

DESCRIPTION	Date	UM	Quantity	Unit Price	AMOUNT
FOREMAN		HR	1.00	\$110.00	\$ 110.00
OPERATOR A		HR	1.00	\$113.00	\$ 113.00
OPERATOR B		HR	0.00	\$111.00	\$ -
OPERATOR C		HR	0.00	\$108.00	\$ -
OPERATOR 1A- CRANE		HR	0.00	\$118.00	\$ -
SURVEYOR, P/U & INSTRUMENT		HR	0.00	\$125.00	\$ -
LABOR B		HR	1.00	\$80.00	\$ 80.00
LABOR C		HR	0.00	\$80.00	\$ -
TEAMSTER, INCLUDING MOVING EQUIPMENT		HR	0.00	\$78.00	\$ -
IRON WORKER		HR	0.00	\$94.00	\$ -
MASON		HR	0.00	\$91.00	\$ -
CARPENTER		HR	0.00	\$87.00	\$ -
CAT AP 1000 PAVER		HR	0.00	\$160.00	\$ -
BARBER GREENE BG 260 PAVER		HR	0.00	\$150.00	\$ -
MAULDIN 7500 PAVER		HR	0.00	\$110.00	\$ -
VOLVO DD 120 ROLLER		HR	0.00	\$75.00	\$ -
CAT CB 534 ROLLER		HR	0.00	\$70.00	\$ -
DYNAPAC CC122 ROLLER		HR	0.00	\$60.00	\$ -
SKID STEER		HR	0.00	\$43.00	\$ -
60 TON LOW BOY		HR	0.00	\$80.00	\$ -
PICK UP/FLAT BED		HR	1.00	\$8.00	\$ 8.00
SUBTOTAL SHEET 1					\$ 311.00
SUBTOTAL SHEET 2					\$ 228.50
TOTAL SHEET 1 & 2					\$ 539.50
TAX RATE					0.00%
SALES TAX					-
OTHER					
TOTAL					\$ 539.50



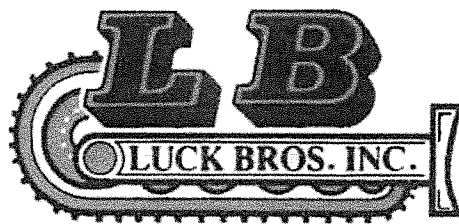
Luck Bros., Inc.

73 Trade Road
 Plattsburgh, NY 12901
 Phone 518-561-4321 Fax 518-561-8462

T&M WORK

DATE: August 19, 2020
 Date of Work- 8-13-20
 Remove Teller Structure
 City of Plattsburgh Parking
 TO:
 AEDA, PC
 1246 Route 3
 PO Box 762
 Plattsburgh, NY 12901

DESCRIPTION	Date	UM	Quantity	Unit Price	AMOUNT
FOREMAN		HR	4.50	\$110.00	\$ 495.00
OPERATOR A		HR	4.50	\$113.00	\$ 508.50
OPERATOR B		HR	0.00	\$111.00	\$ -
OPERATOR C		HR	0.00	\$108.00	\$ -
OPERATOR 1A- CRANE		HR	0.00	\$118.00	\$ -
SURVEYOR, P/U & INSTRUMENT		HR	0.00	\$125.00	\$ -
LABOR B		HR	4.50	\$80.00	\$ 360.00
LABOR C		HR	0.00	\$80.00	\$ -
TEAMSTER, INCLUDING MOVING EQUIPMENT		HR	0.00	\$78.00	\$ -
IRON WORKER		HR	0.00	\$94.00	\$ -
MASON		HR	0.00	\$91.00	\$ -
CARPENTER		HR	0.00	\$87.00	\$ -
CAT AP 1000 PAVER		HR	0.00	\$160.00	\$ -
BARBER GREENE BG 260 PAVER		HR	0.00	\$150.00	\$ -
MAULDIN 7500 PAVER		HR	0.00	\$110.00	\$ -
VOLVO DD 120 ROLLER		HR	0.00	\$75.00	\$ -
CAT CB 534 ROLLER		HR	0.00	\$70.00	\$ -
DYNAPAC CC122 ROLLER		HR	0.00	\$60.00	\$ -
SKID STEER		HR	0.00	\$43.00	\$ -
60 TON LOW BOY		HR	0.00	\$80.00	\$ -
PICK UP/FLAT BED		HR	4.50	\$8.00	\$ 36.00
SUBTOTAL SHEET 1					\$ 1,399.50
SUBTOTAL SHEET 2					\$ 1,082.25
TOTAL SHEET 1 & 2					\$ 2,481.75
TAX RATE					0.00%
SALES TAX					-
OTHER					
TOTAL					\$ 2,481.75



General Contractors

October 26, 2020

Architectural & Engineering
Design Associates, P.C.
1246 Route 3
PO Box 762
Plattsburgh, NY 12901

Attn.: Michael Coon

Re.: City of Plattsburgh
Parking Lot Improvements

Dear Mr. Coon:

Please find prices as requested for Guide Rail at the Broad St. Lot. Quotes are attached, total price includes 5% O&P for Luck Brothers.

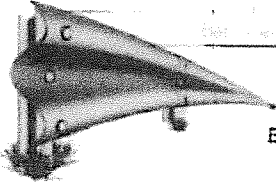
Galvanized Box Beam, Shop Curved- \$10,264.00
Galvanized Corrugated Beam, Shop Curved-\$8,773.00

Please feel free to contact me with any questions regarding this matter.

Sincerely,

Jamie Hemingway
Vice President

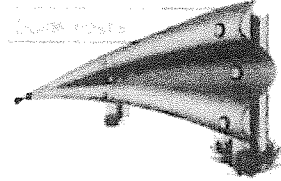
Phelps Guide Rail Inc.



Phone: (315) 548-8401
Fax (315) 548-2185
Email jeff@phelpsguiderrail.com



919 Cross Road
PO Box 130
Phelps NY 14537



www.phelpsguiderrail.com

Project: BROAD ST LOT
Description: Safety Improvements
Bid Location: C/O Plattsburgh
Bid Date: 10/19/2020 12:00:00AM
Contract #: County: Clinton
Additional Info: Completion: 2020

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
606.100102	Bx Bm GR w/Extra Long Post (Shop Bent or Miltered)	78.000	LF	\$110.42	\$8,612.76
606.120101	Box Beam Guide Rail End Piece	1.000	EA	\$1,162.71	\$1,162.71
				TOTAL BID:	\$9,775.47

Project Comments

*** ONE MOVE ONLY !! ***

*** Totals 85.5 Feet!!! ***

*** Includes Drive Cap For Trailing End!!! ***

*** Quote prices are firm for acceptance within fifteen days of this letting or quote. They are subject to requote thereafter!!! ***

The Above Prices Do Not Include:

Any MPT

Any patching or sealing

Any bituminous material

Any mortar pads

Any drilling of concrete/rock

Any grouting of any anchor bolts

Any applicable taxes

Any painting of any kind

Any backfill of removal items

Any placing of anchor plates

Any concrete barrier or continuity plate

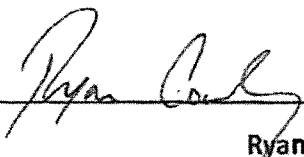
Any Shop Drawing

Shop drawings provided for bridge/pedestrian rail items only

Contractor shall provide/install OSHA approved fall protection

Clear work area and ability to access bridge deck with materials and trucks

Not responsible for damaged or broken sidewalks or curb in guide rail work area

Signature:  _____
Ryan Cowley - Project Manager