

City of Binghamton Water Street Development Corporation

January 5, 2024

RESOLUTION 24-1 A RESOLUTION OF THE CITY OF BINGHAMTON WATER STREET DEVELOPMENT CORPORATION TO AUTHORIZE THE PRESIDENT TO SIGN A CHANGE ORDER TO THE CONTRACT WITH PIKE CONSTRUCTION SERVICES, INC., RELATED TO THE WATER STREET PARKING RAMP PROJECT

WHEREAS, The City of Binghamton Water Street Development Corporation (WSDC) entered into a contract dated June 9, 2023 with Pike Construction Services (the Contractor) wherein Contractor agreed to act as builder and general contractor to construct a new five-floor public parking garage at 183 Water Street, Binghamton, New York (the "Project"); and

WHEREAS, the WSDC terminated the Contract for convenience on or about October 10, 2023.; and

WHEREAS, the Parties desire to fully and finally settle any and all claims and disputes arising from the Contract, the Project, and the termination thereof, according to the terms and conditions set forth in the Change Order attached and as may be approved by Corporation Counsel for the WSDC;

NOW, THEREFORE, the Board of Directors of the City of Binghamton Water Street Development Corporation duly convened at a special meeting, does hereby:

RESOLVE to authorize the President to sign the attached Change Order.

I, _____, hereby certify the above resolution was approved by the City of Binghamton Water Street Development Corporation a special meeting held on January 5, 2024.

City of Binghamton Water Street Development Corporation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (this “Agreement”) is entered into as of this ^{22ND} the day of December 2023 (the “Effective Date”) by and between the City of Binghamton Water Street Development Corporation, a local development corporation duly created, organized and existing under and by virtue of the laws of the State of New York, (the “Owner” or “Binghamton”), and Pike Construction Services Inc., a corporation organized and existing under the laws of the State of New York (the “Contractor” or “Pike”; together, the “Parties,” each a “Party”).

RECITALS

WHEREAS the Owner and Contractor entered into a construction contract dated June 9, 2023 (the “Contract”) wherein Contractor agreed to act as builder and general contractor to construct a new five-floor public parking garage at 183 Water Street, Binghamton, New York (the “Project”).

WHEREAS the Owner terminated the Contract for convenience on or about October 10, 2023.

WHEREAS upon such termination for convenience the Contract calls for the Contractor to be paid in accordance with ¶ 11.4.2 of the Contract (“Termination Expenses”).

WHEREAS, the Contractor has provided documentation to the Owner, and the Owner has reviewed said documentation supporting or otherwise proving that Contractor is owed \$1,324,334.06 for Termination Expenses.

WHEREAS, Contractor agrees it is owed no more than \$1,324,334.06 on account of Termination Expenses.



WHEREAS the Parties desire to fully and finally settle any and all claims and disputes arising from the Contract, the Project, and the termination thereof, without any admission of liability whatsoever, and on the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals. The above Recitals are hereby incorporated by reference into these Terms and Conditions as if fully set forth herein and are made a substantive part of this Agreement.

2. Termination Expenses Amount. The Owner and Contractor agree the total Termination Expenses due and owing to Contractor are One Million, Three Hundred and Twenty-Four Thousand, Three Hundred and Thirty-Four Dollars and Five cents (\$1,324,334.06). The Owner shall make payment on or before December 29, 2023.

3. Mutual Release. Upon Contractor's receipt of the Termination Expenses in the amount of \$1,324,334.06, and except for the obligations, entitlements, and agreements set forth in this Agreement, and the limited express exceptions set forth in Paragraphs 4 & 5 below, the Parties, for themselves and their respective subsidiaries, affiliated entities, related entities, predecessors in interest, officers, directors, employees, members, partners, trustees, shareholders, successors, executors, administrators, agents, and assigns, do hereby absolutely and unconditionally forever remise, release, and discharge each other and each other's subsidiaries, affiliated entities, related entities, officers, directors, employees, members, partners, trustees, shareholders, successors, assigns, executors, administrators, agents, sureties, and other personal and legal representatives from any and all claims, actions, causes of action, suits, debts, dues, offsets, recoupments, monies,

commissions, counterclaims, cross-claims, liens, charges, accounts, accountings, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, liquidated damages, liabilities, obligations, demands, costs, expenses, setoffs, audit rights, and any other claims and defenses of any nature whatsoever, whether at law, in equity, or otherwise, whether known or unknown, and whether presently ascertainable or not (collectively, "Claims"), that the Parties ever had, could have had, now have or may hereafter have against each other arising from or relating to the Contract or the Project, or the termination thereof.

4. Limited Exception for Potential Latent Defects. Nothing herein shall enlarge or diminish the Contractor's obligations under ¶ 3.8 of the Contract, provided, however, Contractor shall have no liability for any defects that first arose after the date Contractor was no longer controlling the Work.

5. Liability for Liens. If after Owner's payment of the Termination Expenses to Contractor, a lien or notice of intent to lien is filed or recorded by the Contractor, a subcontractor, sub-subcontractor, supplier or materialman, for Work arising from the Project, the Owner shall have the right to require the Contractor to have the same discharged by posting a bond with the appropriate authorities and taking such additional legal action as is necessary to secure a recordable release of lien, within fifteen business days of notice by the Owner to the Contractor. In the event such lien is not timely discharged consistent with the above, Owner shall have the right to take such further action as it deems necessary in its reasonable discretion to protect itself against the cloud on title or potential cloud on title posed by the lien or notice of lien, including but not limited to discharging the lien by bond, and Contractor shall be liable to the Owner for the costs thereof. In addition, the Contractor shall indemnify and defend the Owner in any litigation or arbitration arising from any such lien.

6. Venue, Jurisdiction, and Remedies. The Parties agree that, in the event of any dispute arising from or relating to this Agreement, the sole method of dispute resolution shall be by resort to a Court of competent jurisdiction in Broome County New York. The prevailing party shall recover its reasonable attorneys' fees and costs.

7. Governing Law. This Agreement and any issue arising under or relating to it shall be construed in all respects under the laws of the State of New York, without resort to its choice of laws or other conflicts of law principles.

8. Binding Nature; Assignments. All covenants, agreements, representations and warranties set forth in this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors, assigns, heirs, executors, administrators, employees, and personal and legal representatives. This Agreement and all duties and obligations arising hereunder may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event either Party attempts to assign this Agreement without obtaining such consent or in contravention of this paragraph, the assignment shall be of no legal force or effect and shall not operate in any manner to relieve the Party of any obligation under this Agreement.

9. Entire Agreement. The Parties agree that all of the terms and conditions of their settlement are contained in this Agreement and that no other oral or written representations are, or are intended to be, a part of this Agreement. This Agreement contains the entire understanding of the Parties, and no other prior or contemporaneous agreement, statement, promise or conduct (whether oral or written) by either Party shall have any legal force or effect or be used in any way to vary, explain, modify, abrogate or supplement any of the terms of this Agreement. All negotiations relating to this Agreement are hereby superseded. Each Party further agrees that it

has not relied upon any prior oral or written statement, or conduct, by the other Party in any way in determining to enter into this Agreement.

10. No Waiver. The failure of either Party at any time to require performance of any provision of this Agreement shall in no manner affect its right to enforce the same. No waiver by either Party of any condition or of the breach of any term, provision, warranty, representation, agreement, or covenant contained in this Agreement shall be deemed to be or construed as a further or continuing waiver of the same or of any other condition or of the breach of any other term, provision, warranty, representation, agreement, or covenant contained in this Agreement.

11. Severability. Should any portion of this Agreement be found to be unenforceable, such unenforceable portion shall be struck from the Agreement, and the remainder of the Agreement shall continue in full force and effect.

12. Counsel; Construction. Each of the Parties acknowledges that it has obtained the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth in this Agreement or which otherwise relate to this Agreement. Should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either of the Parties, but rather by construing the terms of this Agreement fairly and reasonably in accordance with the generally accepted meaning of such terms.

13. Definitions. All capitalized terms that are used herein but not specifically defined herein shall have the meanings attributed to them by the definitions in the Contract and General Conditions.

14. No Admission of Liability. Nothing contained in this Agreement constitutes an admission of liability by either of the Parties, and each Party expressly denies any and all liability for any claims asserted against it.

15. No Third-party Beneficiaries. There are no third-party beneficiaries of or to this Agreement.

16. Modification. This Agreement can be modified only in writing, by an instrument signed by each of the Parties.

17. Confidentiality and Non-Disparagement. To the extent allowed by law, the Parties recognize and agree that the terms and conditions of this Agreement are confidential in nature. The Parties agree that they will keep such terms and conditions confidential and will not hereafter disclose directly or indirectly the substance or contents thereof, to any person or persons outside of the Parties; provided, however, that the Parties may disclose, in confidence, on a need-to-know basis, the terms to their attorneys, accountants, financial institutions, directors, officers, agents, employees, insurers, and as otherwise required by law. The Parties further acknowledge and agree that each will instruct its affiliates, agents, attorneys, employees, members, officers, representatives, successors, insurers, and assigns that, if asked questions or to comment about this Agreement, they will only respond by saying that "the matter has been resolved to the mutual satisfaction of the parties," or words to that effect. The Parties also acknowledge and agree that neither Party shall make or cause to be made any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding the other Party, its executors, administrators, agents, officers, servants, parent corporations,

subsidiaries, affiliates, stockholders, employees, representatives, successors, and/or assigns.

18. Authority of Signatories. The Parties represent and warrant that the signatories to this Agreement have the requisite authority to bind the Parties and that this Agreement has been approved pursuant to duly authorized proceedings and, therefore, is binding and legally effective. Each Party hereby represents and warrants that it has not assigned, transferred, hypothecated or in any other way disposed of, or encumbered, all, or any portion, of any of (i) the rights or interests in the matters pertaining to this Agreement or (ii) the claims against any Party to this Agreement.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument. The Parties each agree to promptly execute this Agreement and to deliver it to the other Party either by forwarding the signature page by email or first-class mail. The Parties shall be bound by their signatures transmitted by email to counsel for the other Party as if such signatures were original "ink" signatures.

IN WITNESS WHEREOF the Parties have executed or caused to be executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]



THE CITY OF BINGHAMTON WATER STREET DEVELOPMENT CORPORATION,

a local development corporation

By: Ronald Stall
Authorized Representative

Name: Ronald Stall

Title: PRESIDENT

PIKE CONSTRUCTION SERVICES, INC.

a New York corporation

By: [Signature]
Authorized Representative

Name: NICHAEL BENSON

Title: EVP



DANIEL P. ADAMS, ESQ., PARTNER
WRITER'S DIRECT DIAL: (585) 327-4160
E-MAIL: dadams@adamsleclair.law

October 13, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED and EMAIL**

William Tehan, President
Pike Construction Services Inc
One Circle Street
Rochester, NY 14607

Re: *The Parking Garage at 183 Water Street Construction of a five-floor public parking garage with 500 +/- parking spaces. Pike Job No. 201414*

Dear Mr. Tehan:

Initially, we thank your team for providing various options of scopes of work that could be completed in closing out Pike's contract with the City of Binghamton Water Street Development Corporation. The Owner directs completion of the following work:

1. Complete the pouring of the pile caps for piles numbered PC11B, PC14A, PC12A, PC15A. It is our understanding that these caps have already been formed.
2. Complete the testing of all piles driven to date in accordance with the design documents, including any piles that need to be restruck.
3. Work with the Owner in assigning or otherwise turning over agreements in place for fencing, jersey barriers, and the storing of soil removed from the site.
4. Provide the Owner with as built documents indicating the location of completed work.
5. Store remaining piles, rebar, and other miscellaneous materials that can be used to complete the project in staging areas agreed to with Owner. The piles and

William Tehan, President
October 13, 2023
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rebar should be adequately marked to indicate where each piece is intended to be installed.

6. Demobilize and leave the worksite in a safe condition.

The Owner continues its request for copies of any subcontracts and/or vendor agreements Pike has entered into related to the project, including any agreements with the Unistress Corporation. Kindly continue to otherwise close out the project in accordance with the parties' agreement.

Very truly yours,



Daniel P. Adams

DPA/sas

cc: Via Email Only

Mayor Kraham – jmkraham@cityofbinghamton.gov
Chuck Shager - ceshager@cityofbinghamton.gov
Ron Lake, P.E. – rblake@cityofbinghamton.gov
Jon Claey's – jclaey's@cjsarchitects.com
Bill Tehan - tehab@pikecs.com
Peter Cornell – cornp@pikecs.com
Mike Gestwick – gestm@pikecs.com
Chris Drazan - drazc@pikecs.com



October 10, 2023

Via Email

Daniel P. Adams

Adams Leclair

28 East Main Street, Suite 1500

Rochester, NY 14614

RE: Water Street Development Termination of Contract for Convenience

Dear Mr. Adams,

I am writing in response to the letter dated October 10, 2023 regarding the Termination of Contract for Convenience by the City of Binghamton Water Street Development Corporation.

Pike requests clarification regarding two contradictory statements made within the letter listed below.

"The Owner directs that work be performed only so far as required to substantially complete the "piles" scope of work including the completion of the *pile caps, required structural testings of the piles, grade beams,* and as built information..."

"None of the work identified under "Concrete" at Item No. 3 of the Pike Schedule of Values shall be performed"

The completion of the pile caps, and grade beams require rebar reinforcement, construction of forms, and pour of concrete all of which fall within No. 3 of the Pike Schedule of Values. We request clarification of the direction, so that we may proceed as directed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christopher Drazan".

Christopher Drazan

Project Manager

Pike Construction Services

Mobile 585.330.9645

Office 1.800.264.PIKE

Power of Partnership | pikecs.com

Cc: Michael Gestwick, Michael Benson, Bill Tehan, Mayor Kraham, Chuck Shager, Ron Lake, P.E., Jon Claeys, Peter Cornell



DANIEL P. ADAMS, ESQ., PARTNER
WRITER'S DIRECT DIAL: (585) 327-4160
E-MAIL: dadams@adamsleclair.law

October 10, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

William Tehan, President
Pike Construction Services Inc
One Circle Street
Rochester, NY 14607

Re: *The Parking Garage at 183 Water Street Construction of a five-floor public parking garage with 500 +/- parking spaces. Pike Job No. 201414*

Dear Mr. Tehan:

This office represents the City of Binghamton Water Street Development Corporation (Owner). We write concerning the construction agreement entered into between the Owner and Pike Construction Services, Inc. (Pike) dated June 9, 2023, for construction of the new parking garage at 183 Water Street referenced above (the Contract). This letter shall act as the Owner's written notification of its termination of the Contract for convenience, in accordance with ¶ 11.4 thereof. The Owner directs that the work be performed only so far as required to substantially complete the "piles" scope of work including the completion of the pile caps, required structural testing of the piles, grade beams and as built information to permit CJS Architects and its consultants to reflect the completed work as "existing conditions" in the drawings being produced in anticipation of the public bid to complete the garage. None of the work identified under "Concrete" at Item No. 3 of the Pike Schedule of Values shall be performed.


In addition, the Owner requests a copy of any subcontracts and/or vendor agreements Pike has entered into related to the project, including any agreements with the Unistress Corporation.

Recognizing the complexities involved in shutting down a construction project of this size and scope, we ask your assistance in addressing any necessary clarifications or

William Tehan, President
October 10, 2023
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questions surrounding the shutdown, and reduced scope of work. The Owner appreciates Pike's continued professionalism while the parties wind down the Contract.

Very truly yours,



Daniel P. Adams

DPA/sas

cc: Via Email Only

Mayor Kraham – jmkraham@cityofbinghamton.gov
Chuck Shager - ceshager@cityofbinghamton.gov
Ron Lake, P.E. – rblake@cityofbinghamton.gov
Jon Claeys – jclaeys@cjsarchitects.com
Peter Cornell – cornp@pikecs.com
Mike Gestwick – gestm@pikecs.com

TO: City of Binghamton Water Street Development Corp. **PROJECT:** The Parking Garage at 183 Water Street **APPLICATION NO:** 4R3
 1372 E. Main St. **PERIOD FROM:** 10/01/23 **OWNER**
 Rochester, NY 14609 **TO:** 11/14/23 **ARCHITECT**
FROM: Pike Construction Services **VIA:** **PROJECT NO:** 201414 **CONTRACTOR**
 One Circle Street **CONTRACT DATE:** June 9, 2023
 Rochester, NY 14607

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

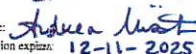
Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM	.....	\$	21,735,245.00
2. Net change by Change Orders	.....	\$	0.00
3. CONTRACT SUM TO DATE	.....	\$	21,735,245.00
4. TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703)	.....	\$	3,418,933.68
5. RETAINAGE:			
a. 0% of Total Contract	\$	0.00	
b. of Stored Materials (Column F on G703)	\$	0.00	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	.....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$	3,418,933.68
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	.....	\$	2,094,599.63
8. CURRENT PAYMENT DUE	.....	\$	1,324,334.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (LINE 3 LESS LINE 6)	\$	18,316,311.32	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates For Payment were issued and payments received from the Owner, and that current payment shown here is now due.

CONTRACTOR:
 By:  Date: 12/21/23

State of: NEW YORK
 County of: ~~MONROE~~ Albany
 Subscribed and sworn to before me this 21st day of December, 2023
 Notary Public: 
 My Commission expires: 12-11-2025

ANDREA MISSITA
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01M18368461
 Qualified in Warren County
 My Commission Expires 12-11-2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNTS CERTIFIED.

AMOUNT CERTIFIED Date: _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractors named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4R3

APPLICATION DATE: 10/1/2023

PERIOD TO: 11/14/2023

PROJECT NO: 201414

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+B+F)	% (G + C)		
1	GENERAL REQUIREMENTS								
	GENERAL REQUIREMENTS / GENERAL CONDITIONS	\$845,446.00	\$180,000.00	\$183,963.11	\$0.00	\$363,963.11	43.05%	\$481,482.89	0.00
	INSURANCE - GL	\$273,000.00	\$68,250.00	(\$13,650.00)	\$0.00	\$54,600.00	20.00%	\$218,400.00	0.00
	INSURANCE - BUILDERS RISK	\$22,000.00	\$22,000.00	(\$17,600.00)	\$0.00	\$4,400.00	20.00%	\$17,600.00	0.00
	PAYMENT & PERFORMANCE BOND	\$115,000.00	\$115,000.00	(\$79,780.00)	\$0.00	\$35,220.00	30.63%	\$79,780.00	0.00
	PRECONSTRUCTION	\$280,000.00	\$280,000.00	(\$5,431.63)	\$0.00	\$274,568.37	98.06%	\$5,431.63	0.00
	FEE	\$1,035,000.00	\$104,027.01	\$57,156.55	\$0.00	\$161,183.55	15.57%	\$873,816.45	0.00
	TOTAL	\$2,570,446.00	\$769,277.00	\$124,658.03	\$0.00	\$893,935.03	34.78%	\$1,676,510.97	0.00
1.2	ALLOWANCES / UNIT PRICES								
	ALLOW #1 - LAYDOWN RENTAL	\$30,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	10.00%	\$27,000.00	0.00
	ALLOW #2 - PARKING EQUIPMENT	\$157,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$157,000.00	0.00
	TOTAL	\$187,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	1.60%	\$184,000.00	\$0.00
2	DEMOLITION								
	STRUCTURE DEMOLITION - LABOR	\$30,000.00	\$30,000.00	(\$4,100.00)	\$0.00	\$25,900.00	86.33%	\$4,100.00	0.00
	TOTAL	\$30,000.00	\$30,000.00	(\$4,100.00)	\$0.00	\$25,900.00	86.33%	\$4,100.00	\$0.00
3	CONCRETE								
	REBAR - LABOR	\$150,000.00	\$0.00	\$14,623.98	\$0.00	\$14,623.98	9.75%	\$135,376.02	0.00
	REBAR - MATERIAL	\$150,000.00	\$0.00	\$68,381.21	\$0.00	\$68,381.21	45.59%	\$81,618.79	0.00
	CONCRETE FOUNDATION - LABOR	\$857,500.00	\$0.00	\$40,554.25	\$0.00	\$40,554.25	4.73%	\$816,945.75	0.00
	CONCRETE FOUNDATION - MATERIAL	\$857,500.00	\$0.00	\$48,687.49	\$0.00	\$48,687.49	5.68%	\$808,812.51	0.00
	CONCRETE FLATWORK - LABOR	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	CONCRETE FLATWORK - MATERIAL	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	PRECAST CONCRETE - LABOR	\$5,100,000.00	\$260,000.00	\$0.00	\$0.00	\$260,000.00	5.10%	\$4,840,000.00	0.00
	PRECAST CONCRETE - MATERIAL	\$5,000,000.00	\$340,112.50	\$0.00	\$0.00	\$340,112.50	6.80%	\$4,659,887.50	0.00
	TOTAL	\$12,315,000.00	\$600,112.50	\$172,246.93	\$0.00	\$772,359.43	6.28%	\$11,542,640.57	\$0.00
4	MASONRY								
	MASONRY - LABOR	\$233,325.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$233,325.00	0.00
	MASONRY - MATERIAL	\$133,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$133,000.00	0.00
	TOTAL	\$366,325.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$366,325.00	\$0.00
5	STEEL								
	DETAILING	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100.00%	\$0.00	0.00
	MISC METAL FABRICATION - LABOR	\$100,000.00	\$0.00	\$13,387.00	\$0.00	\$13,387.00	13.39%	\$86,613.00	0.00
	MISC METAL - LABOR	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	MISC METAL - MATERIAL	\$87,000.00	\$23,974.81	\$63,023.19	\$0.00	\$87,000.00	100.00%	\$0.00	0.00
	TOTAL	\$317,000.00	\$53,974.81	\$76,412.19	\$0.00	\$130,387.00	41.13%	\$186,613.00	\$0.00
7	THERMAL & MOISTURE PROTECTION								
	WOOD VENEER LAMINATE WALL SLATS - LABOR	\$18,110.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,110.00	0.00
	WOOD VENEER LAMINATE WALL SLATS - MATERIAL	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,000.00	0.00
	WATER & AIR BARRIER - LABOR	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	WATER & AIR BARRIER - MATERIAL	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	FIRE STOPPING - LABOR	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 473

APPLICATION DATE: 10/1/2023

PERIOD TO: 11/14/2023

PROJECT NO: 201414

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR B)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
	FIRE STOPPING - MATERIAL	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	0.00
	ROOFING - LABOR	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	0.00
	ROOFING - MATERIAL	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	0.00
	TOTAL	\$96,110.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$96,110.00	\$0.00
8	DOORS/WINDOWS								
	DOORS/FRAMES/HARDWARE - LABOR	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00
	DOORS/FRAMES/HARDWARE - MATERIAL	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	ARCHITECTURAL LOUVER - LABOR	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	0.00
	ARCHITECTURAL LOUVER - MATERIAL	\$13,409.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,409.00	0.00
	ALUMINUM FRP SUBMITTALS	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	0.00
	ALUMINUM STOREFRONTS - LABOR	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	ALUMINUM STOREFRONTS - MATERIAL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	OVERHEAD DOORS - LABOR	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	OVERHEAD DOORS - MATERIALS	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	0.00
	TOTAL	\$273,409.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$273,409.00	\$0.00
9	FINISHES								
	DRYWALL								
	GYPSUM BOARD ASSEMBLIES - LABOR	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	0.00
	GYPSUM BOARD ASSEMBLIES - MATERIAL	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	NON-STRUCTURAL FRAMING - LABOR	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	0.00
	NON-STRUCTURAL FRAMING - MATERIAL	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	PAINTING - LABOR	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	PAINTING - MATERIAL	\$13,415.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,415.00	0.00
	TOTAL	\$128,415.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$128,415.00	\$0.00
10	SPECIALTIES								
	SIGNAGE - BLDG - LABOR	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,000.00	0.00
	SIGNAGE - BLDG - MATERIAL	\$99,848.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$99,848.00	0.00
	TOTAL	\$219,848.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$219,848.00	\$0.00
14	ELEVATORS								
	ELECTRIC TRACTION ELEVATOR - ENGINEERING	\$50,000.00	\$0.00	\$9,750.00	\$0.00	\$9,750.00	19.50%	\$40,250.00	0.00
	ELECTRIC TRACTION ELEVATOR - LABOR	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	ELECTRIC TRACTION ELEVATOR - MATERIAL	\$190,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$190,000.00	0.00
	TOTAL	\$340,000.00	\$0.00	\$9,750.00	\$0.00	\$9,750.00	2.87%	\$330,250.00	\$0.00
21	FIRE PROTECTION								
	DESIGN/FABRICATION	\$139,700.00	\$0.00	\$8,251.79	\$0.00	\$8,251.79	5.17%	\$151,448.21	0.00
	FIRE PROTECTION - LABOR	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$450,000.00	0.00
	FIRE PROTECTION - MATERIAL	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$300,000.00	0.00
	TOTAL	\$899,700.00	\$0.00	\$8,251.79	\$0.00	\$8,251.79	0.91%	\$901,448.21	\$0.00
22	PLUMBING								
	MOBILIZATION	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	SUBMITTALS	\$20,000.00	\$0.00	\$3,210.67	\$0.00	\$3,210.67	16.05%	\$16,789.33	0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4R3

APPLICATION DATE: 10/1/2023

PERIOD TO: 11/14/2023

PROJECT NO: 201414

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	UNDERGROUND PLUMBING - LABOR	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	UNDERGROUND PLUMBING - MATERIAL	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	0.00
	ABOVE GROUND PLUMBING - LABOR	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	ABOVE GROUND PLUMBING - MATERIAL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	TOTAL	\$400,000.00	\$0.00	\$3,210.67	\$0.00	\$3,210.67	0.80%	\$396,789.33	\$0.00
21	HVAC								
	SUBMITALS	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	EQUIPMENT - LABOR	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	EQUIPMENT - MATERIAL	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	0.00
	PIPING - LABOR	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00
	PIPING - MATERIAL	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	0.00
	DUCTWORK - LABOR	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,500.00	0.00
	DUCTWORK - MATERIAL	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	0.00
	INSULATION - LABOR	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	INSULATION - MATERIAL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	0.00
	TESTING & BALANCING - LABOR	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	0.00
	STARTUP - LABOR	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	0.00
	CONTROLS - LABOR	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	0.00
	CONTROLS - MATERIAL	\$4,720.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,720.00	0.00
	TOTAL	\$170,720.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$170,720.00	\$0.00
22	ELECTRICAL								
	MOBILIZATION	\$30,000.00	\$7,500.00	\$12,784.00	\$0.00	\$20,284.00	67.61%	\$9,716.00	0.00
	SUBMITALS	\$20,000.00	\$15,000.00	\$5,000.00	\$0.00	\$20,000.00	100.00%	\$0.00	0.00
	TEMPORARY - LABOR	\$20,000.00	\$7,500.00	\$12,500.00	\$0.00	\$20,000.00	100.00%	\$0.00	0.00
	TEMPORARY - MATERIALS	\$5,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	80.00%	\$1,000.00	0.00
	LIGHTING - LABOR	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,000.00	0.00
	LIGHTING - MATERIALS	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	0.00
	DISTRIBUTION - LABOR	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00
	DISTRIBUTION - MATERIALS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00
	BRANCH WIRING - LABOR	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$120,000.00	0.00
	BRANCH WIRING - MATERIALS	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,000.00	0.00
	HVAC EQUIPMENT - LABOR	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	HVAC EQUIPMENT - MATERIALS	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	TELE/DATE - LABOR	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	0.00
	TELE/DATE - MATERIALS	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	0.00
	FIRE ALARM - LABOR	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	0.00
	FIRE ALARM - MATERIAL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	BV CHARGER ELECTRIC - LABOR	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	0.00
	BV CHARGER ELECTRIC - MATERIAL	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	0.00
	CLOSEOUT DOCUMENTS	\$10,000.00	\$0.00	\$7,575.00	\$0.00	\$7,575.00	75.75%	\$2,425.00	0.00
	TOTAL	\$806,000.00	\$34,000.00	\$37,859.00	\$0.00	\$71,859.00	8.92%	\$734,141.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4R3

APPLICATION DATE: 10/1/2023

PERIOD TO: 11/14/2023

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NO: 201414

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			E FROM PREVIOUS APPLICATION (D + E)	F THIS PERIOD		% (G + C)			
31	STEELWORK								
	MOBILIZATION/SUBMITTALS/CLOSOUTS - LABOR	\$31,782.00	\$28,603.80	\$0.00	\$0.00	\$28,603.80	90.00%	\$3,178.20	0.00
	MOBILIZATION/SUBMITTALS/CLOSOUTS - MATERIAL	\$20,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	90.00%	\$2,000.00	0.00
	SWPPP MAINTENANCE / REMOVAL - LABOR	\$5,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	40.00%	\$3,000.00	0.00
	SWPPP MAINTENANCE / REMOVAL - MATERIAL	\$3,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	33.33%	\$2,000.00	0.00
	EARTHWORK / STRIP / CUT / FILL - LABOR	\$72,000.00	\$72,000.00	\$0.00	\$0.00	\$72,000.00	100.00%	\$0.00	0.00
	EARTHWORK / STRIP / CUT / FILL - EQUIPMENT	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	0.00
	BASE STONE SOG - LABOR	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	BASE STONE SOG - MATERIAL	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	STORM SEWER - LABOR	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	STORM SEWER - MATERIAL	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	FOUNDATION EXCAVATION / BACKFILL - LABOR	\$450,000.00	\$103,116.60	\$161,486.36	\$0.00	\$264,602.96	58.80%	\$185,397.04	0.00
	FOUNDATION EXCAVATION / BACKFILL - MATERIAL	\$170,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$170,000.00	0.00
	WATER - LABOR	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	WATER - MATERIAL	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	0.00
	SANITARY - LABOR	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	SANITARY - MATERIAL	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	0.00
	ASHPALT PAVING / STRIPING - LABOR	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	0.00
	ASHPALT PAVING / STRIPING - MATERIALS	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	0.00
	CONCRETE SIDEWALKS / PAVING - LABOR	\$87,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$87,000.00	0.00
	CONCRETE SIDEWALKS / PAVING - MATERIAL	\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,000.00	0.00
	CONCRETE CURBING - LABOR	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	0.00
	CONCRETE CURBING - MATERIAL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	0.00
	TOTAL	\$1,330,782.00	\$269,720.40	\$161,486.36	\$0.00	\$431,206.76	32.40%	\$899,575.24	\$0.00
31	STEEL PILES								
	STEEL PILES - LABOR	\$602,245.00	\$173,878.50	\$222,950.50	\$0.00	\$396,829.00	65.89%	\$205,416.00	0.00
	STEEL PILES - MATERIAL	\$572,245.00	\$173,878.50	\$398,366.50	\$0.00	\$572,245.00	100.00%	\$0.00	0.00
	STEEL PILES - TESTING	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100.00%	\$0.00	0.00
	TOTAL	\$1,274,490.00	\$447,757.00	\$621,317.00	\$0.00	\$1,069,074.00	83.88%	\$205,416.00	\$0.00
CO's	CHANGE ORDERS								
	YBD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	0.00
	TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
	GRAND TOTAL	\$21,735,245.00	\$2,204,841.71	\$1,214,091.97	\$0.00	\$3,418,938.68	15.73%	\$18,316,311.32	\$0.00

CONDITIONAL CONTRACTOR
FINAL WAIVER & RELEASE OF LIEN

FINAL

OWNER: City of Binghamton Water Street Development Corp
1372 E. Main St.
Binghamton

PROJECT: The Parking Garage at 183 Water Street

CONTRACTOR Pike Construction Services
One Circle Street
Rochester, NY 14607

PROJECT NUMBER
201414

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pike Construction Services (The General Contract has been engaged by City of Binghamton Water Street Development Corp and/or material as described in said contract in connection with the construction of the project described above, and

NOW THEREFORE, Pike Construction Services

for and in consideration of \$2,094,599.63 (prior payments received) and contingent upon receipt of \$1,324,334.05 (anticipated payment) will, upon receipt of aforementioned anticipated payment, waive, release, and relinquish all claims, demands, liens, or rights of liens, to the extent of the amount of \$3,418,933.68 for all work, labor, materials, machinery or other goods equipment, or services done, performed, and/or furnished for the construction of the above referenced project.

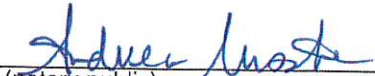
THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver.

DATE: 12/21/23

Pike Construction Services
(General Contractor)

Sworn to before me on this 21st day of December, 2023


(authorized signature of company)


(notary public)

Chris Drazan
(typed name and title) Project manager

ANDREA MISSITA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6368461
Qualified in Warren County
My Commission Expires 12-11-2025



1 Circle Street
Rochester, NY 14607
Ph: 585-271-5265

Owner Change Order

Project:
201414 - Binghamton Water Street Dev Corp: Parking Garage
Water Street

Binghamton, NY 13901

Owner CO: OCO001
Date: 01/02/2024

To Contractor:
Pike Construction Services Inc
1 Circle Street
Rochester, NY 14607

The Contract is changed as follows:

PCIs SCP0002

NOTE: This agreement may be transmitted and executed electronically or by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

<u>PCI</u>	<u>Description</u>	<u>Bill Amount</u>
SCP0002	Termination for Convenience	-\$18,316,311.32
Total:		-\$18,316,311.32

The Original Contract Sum was	\$21,735,245.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$21,735,245.00
The Contract Sum will be Changed By	-\$18,316,311.32
The New Contract Sum Including This Change Order	\$3,418,933.68
The Contract Time Will Be Changed By	0 Days

ACCEPTED:

CONTRACTOR
Pike Construction Services Inc
1 Circle Street
Rochester, NY 14607

OWNER
City of Binghamton Water St Development Corp
38 Hawley ST
Binghamton, NY 13901

(Signature)

(Signature)

By

By

Date

Date