



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Sophia Resciniti, City Council President
Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Hall, 38 Hawley St, Binghamton 6pm Tuesday, September 21, 2021

The Work Session begins at 6pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL/Topic	Pages	Presenter
6:00pm	-----	-----	Discussion: Stadium District Plan		Whitham Design
6:10pm	Finance	Strawn	RL21-188: Amend the 2021 CDBG budget to adjust for excess program income RL21-189: Amend the 2021 HOME budget to adjust for shortage of program income	1-3	Steve Carson
6:15pm	Planning	Strawn	*RL21-194: Sale of 7 Harrison Street	4-10	Juliet Berling
6:20pm	Finance	Strawn	RL21-192: Design and bidding of repairs and replacement of WTP filter media from GHD *RL21-193: Supplemental agreement with GHD for additional services for the WTP RL21-195: Supplemental agreement No. 5 with GHD for additional engineering services for WTP RL21-196: Additional fees for construction and observation needed for tennis courts, NYSEG upgrades, and ice rink construction	11-28	Ron Lake
6:30pm	Finance	Strawn	RL21-197: Amend the 2021 Risk Management budget for salary adjustment for the Assistant Engineer position RL21-198: Amend the 2021 Police budget - personal services, uniform budget, and transfer to capital	29-31	Chuck Shager
6:35pm	-----	-----	Pending Legislation: <i>*Found on the website calendar with the prior Work Session documents.</i> RL21-168: Allow public comment during special business meetings RL21-172: Amend 2021 budget for Community Center and Park Improvements at Columbus Park RL21-177: Local Law amending the residency requirement for employment RL21-178: Amend the Capital Fund budget to close grant lines no longer active RL21-179: Amend the 2021 Refuse Fund to increase budget for bag production	---	Leighton Rogers



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			RL21-180: Allowing the Police department to use awarded Grant funds for the GIVE initiative RL21-183: Amend the 2021 Fire budget for relocation expenses for the Temp Fire Station RL21-184: Sell 28 Lyon St. to Greater Opportunities for development of new affordable housing units RL21-185: Accept donation of poles from NYSEG RL21-186: Amend the 2021 JT Sewer budget for personal services and professional services		
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COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
21-188
Date Submitted:
9/2/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: ~~CHUCK SHAGER~~ Steve Carson
Title/Department: ~~COMPTROLLER/FINANCE~~ HUD Admin/ Housing
Contact Information: ~~607-772-7011~~ 7028

RL Information

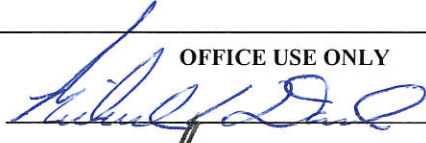

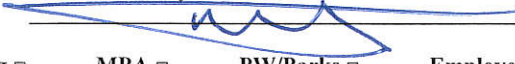
Proposed Title: An ordinance to amend the 2021 CDBG budget to adjust for HUD program
Income reconciliation adjustment to account for excess Program income.

Suggested Content: An ordinance to amend the 2021 CDBG budget to adjust for HUD program
Income reconciliation adjustment to account for excess Program income by Increasing CD8668.533509.CDY46
(Homeownership/Rehab) by \$321,106.45 and Increase CD.44910.CDY46 (FED AID-COMMUNITY DEV ACT)

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY						
Mayor:						
Comptroller:						
Corporation Counsel:						
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>	



Legislative Branch

RL Number:
21-189
Date Submitted:
9/2/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: ~~CHUCK SHAGER~~ Steve Carson
Title/Department: COMPTROLLER/FINANCE HVP Admin / Housing
Contact Information: ~~607-772-7011~~ 7028

RL Information

Proposed Title: An ordinance to amend the 2021 HOME budget to adjust for HUD Program
Income reconciliation adjustment to account for shortage of Program income.

Suggested Content: An ordinance to amend the 2021 HOME budget to adjust for HUD Program
Income reconciliation adjustment to account for shortage of Program income. See Attached for Reduction of
Budget accounts.

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

DECREASE

DECREASE

CE8668.533800.CEY36	REHAB		2,706.00	CE.44989	FED AID-OTHER HOME COMM SERV	162,927.22
CE8668.533800.CEY44	REHAB		48,127.72			
CE8668.533800.CEY45	REHAB		112,093.50			
	TOTAL		\$ 162,927.22	TOTAL		\$ 162,927.22

\$

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* Please Expedite *

Legislative Branch

RL Number:
21-194
Date Submitted:
9/15/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Juliet Berling

Title/Department: Director PHCD

Contact Information: jmberling@cityofbinghamton.com

RL Information

Proposed Title: Requesting approval for sale of City Property - 7 Harrison Street

Suggested Content: As part of the Cities Rise Program, this property has been brought to code compliance and is ready to sell. Sales contract is attached.

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R20-03

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input type="checkbox"/>	Planning <input checked="" type="checkbox"/>
MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>
Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



**THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK**

Date: February 5th, 2020

Sponsored by Council Members: Scaringi, Resciniti, Riley, Burns, Strawn, Scanlon

Introduced by Committee: Finance

RESOLUTION

entitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ACCEPT A GRANT FROM ENTERPRISE
COMMUNITY PARTNERS IN THE AMOUNT OF
\$585,000 FOR THE CITIES RISE INNOVATION
PROGRAM

WHEREAS, the City of Binghamton is eligible to receive a grant from Enterprise Community Partners in the amount of \$585,000 for Cities RISE innovation program; and

WHEREAS, the grant does not require a local match, that the grant will be administered by the Mayor, or his designee, and that it is an ongoing grant with no specific date of completion.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor, or his designee, is hereby authorized to execute any and all documents, approved as to form and content by the Office of Corporation Counsel, with Enterprise Community Partners to accept a grant in the amount of \$585,000 for Cities RISE innovation program; and be it further

RESOLVED that the grant does not require a local match, that the grant will be administered by the Mayor, or his designee, and that it is an ongoing grant with no specific date of completion.

Introductory No. R20-03

Permanent No. R20-05

Sponsored by City Council Members:
Scaringi, Resciniti, Riley, Burns, Strawn, Scanlon

A RESOLUTION AUTHORIZING THE MAYOR
TO ACCEPT A GRANT FROM ENTERPRISE
COMMUNITY PARTNERS IN THE AMOUNT OF
\$585,000 FOR CITIES RISE INNOVATION
PROGRAM

The within Resolution was adopted by the Council of
the City of Binghamton.

Date 2/15/2020

City Clerk Christina L. Sporn

Date Presented to Mayor 2/16/2020

Date Approved 2/16/2020

Mayor William D. D'Amico

	Ayes	Nays	Abstain	Absent
Councilman Scaringi	✓			
Councilwoman Resciniti	✓			
Councilwoman Riley	✓			
Councilwoman Friedman	✓			
Councilman Burns	✓			
Councilman Strawn	✓			
Councilman Scanlon	✓			
Total	7	0	0	0

Code of the City of Binghamton

Adopted Defeated

7 Ayes 0 Nays 0 Abstain 0 Absent

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 2/15/2020. Approved by the Mayor on 2/16/2020. WDD

C o n t r a c t o f S a l e

THIS CONTRACT OF SALE dated as of the day of November, 2020, by and between the City of Binghamton, a municipal corporation, City Hall, 38 Hawley Street, Binghamton, New York 13901 ("Seller"), and ROGER T. HOWE ("Purchaser").

WITNESSETH:

WHEREAS, the Seller owns certain real property located at 7 Harrison Street, Binghamton, New York, Parcel ID Number: 159.35-3-1 (the "Premises"); and

WHEREAS, the Seller is willing to sell the Premises and the Purchaser is willing to purchase a portion of the Premises, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase a portion of the Premises. Purchaser will pay for an obtain a survey and the description will be included in the deed.

2. Purchase Price. The purchase price for the Premises is FIFTY THREE THOUSAND AND 00/100 (\$53,000), to be paid at the time of the closing by certified or bank funds.

3. Contingencies. The Purchaser's obligations herein are contingent on the following:

3.1 Within sixty (60) days from the date hereof, receipt of a mortgage commitment from a commercial lender for not more than ONE HUNDRED FIFTY (150) % of the purchase price.

3.2 Within sixty (60) days from the date hereof, a satisfactory real property inspection, which may include inspections for infestation and radon Purchaser is relying solely on its own inspection and investigation to determine whether to purchase the Premises. Purchaser is accepting the Premises in its "AS IS" condition. Seller makes no representations or warranties regarding the condition of the Premises or any information supplied to or reviewed by Purchaser.

3.3 Within sixty (60) days from the date hereof, a satisfactory title report. Seller may, but is not obligated to correct any title issues. See 6 below.

4. Subject to Provisions. The Premises are to be transferred subject to the following:

4.1 Such state of facts as an accurate survey or personal inspection may disclose, provided the same does not render title unmarketable.

4.2 Rights of the public in and to that portion of the Premises lying within the bounds of any public street or highway.

4.3 Covenants, restrictions and easements, if any, of record, provided they are not violated by the existing use of the Premises.

4.4 Standard exceptions contained in the form of fee title insurance policy issued by the title insurance company insuring Purchaser's title to the Premises.

4.5 Zoning, building, and other ordinances and regulations, if any, provided they are not violated by the existing use.

4.6 Special Conditions. The Premises are being conveyed as part of the CITIES RISE program. As a result, these special conditions apply to this transfer:

4.6 Special Condition. The Premises are being conveyed as part of the Cities Rise Neighborhood Stabilization Program. As a result, this special condition applies to this transfer: The Premises must be occupied as the Purchaser's primary residence for not less than five (5) years from the date of transfer (the "Recapture Period"). If the Premises or any part thereof is sold, leased, the Purchaser fails to reside at the Premises as Purchaser's primary residence (not less than eleven (11) months per year), or otherwise transfers any interest in the Premises during the Recapture Period, or if Purchaser fails or refuses to provide information so Seller can verify compliance, then Purchaser will pay Seller the amount of FIFTY FOUR THOUSAND EIGHT HUNDRED NINETY-FIVE AND 00/100 (\$54,895), representing the difference between the fair market value of the Premises and the purchase price herein. Such payment will be made to Seller within ten (10) days from the date of written demand for same. In any action or proceeding to enforce this provision, the prevailing party will be entitled to the costs and expenses of such proceeding, including reasonable attorney's fees. This provision will survive the closing of title.

5. Adjustments. Water/Sewer and Taxes, if any, will be adjusted as of the Closing date.

6. Title to be Conveyed and Deed. The transfer shall be by a Quit Claim Deed. If Purchaser is unable to obtain title insurance insuring good and marketable title to the Premises, then Purchaser may cancel this Contract. Seller may, at its sole cost and expense and prior to closing, cure any title defects, including by way of title endorsement.

7. Closing, Transfer of Title and Construction. Transfer of title shall occur on or about sixty (60) days from the date hereof. The closing will take place at City Hall, 38 Hawley Street, Binghamton, New York, at a mutually convenient time; or at a location in Broome County selected by the Mortgagee (i.e., a commercial lender).

8. Transfer Tax and Recording Fees. At the closing Purchaser shall deliver a check to the order of the recording officer of Broome County for the amount of the New York State and Broome County transfer tax, documentary stamps, if any. Purchaser shall pay all recording fees.

9. Broker. Seller and Purchaser represent to one another that no broker was involved in this transaction. The parties agree to indemnify and hold each other harmless against any and all costs and expenses, including reasonable attorney's fees, by any broker claiming that he/she represented the other party. This paragraph will survive the closing of title.

10. Risk of Loss. General Obligations Law Section 5-1311 establishes the risk of loss and obligation of the parties in the event of the destruction or taking by eminent domain of all or a portion of the Premises being conveyed prior to closing.

11. Compliance with Law. All notice or notices of violations of law, rules, statutes, ordinances, orders, requirements, etc. issued by any Federal, State or local government or agency thereof against or affecting the Premises at the date hereof, shall be complied with by the Seller and the Premises shall be conveyed free of the same. Upon request of the Purchaser, the Seller shall furnish the Purchaser with an authorization to make the necessary searches therefore.

12. Seller's Representations/Warranties. Seller has the right to enter into this Contract and consummate the transaction contemplated hereby without the consent of others. This sale was approved by City Council by Permanent Ordinance ___ - ___, dated _____. Seller makes no other representations.

13. Notices. All notices required or otherwise given under this Contract shall be deemed effective when received and shall be in writing, delivered, personally or by prepaid U.S. Certified Mail, return receipt requested, Federal Express, or similar overnight courier addressed as follows:

Seller: Corporation Counsel
City Hall, 38 Hawley Street
Binghamton, NY 13901

Purchaser:

14. Miscellaneous.

14.1 This Contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

14.2 This Contract shall not be recorded in the Clerk's Office in the County in which the property is located.

14.3 Neither this Contract nor any provision thereof may be waived, changed or canceled except in writing signed by the party to be charged.

14.4 Any and all disputes hereunder will be determined under the laws of the State of New York. Venue for any action will be Broome County, New York.

14.5 It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

SELLER: CITY OF BINGHAMTON

By: _____
Richard C. David, Mayor

Dated: _____

PURCHASER:

Roger T. Howe

Dated: _____

Dated: _____



Legislative Branch

RL Number:
21-192
Date Submitted:
9/14/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ronald B. Lake P.E.

Title/Department: City Engineer

Contact Information: (607)772-7007

RL Information

Proposed Title: Resolution for the Design and Bidding of Repairs and Replacement of WTP

Filter Media. The Scope of Services of the most qualified consultant (GHD),

fee and scheduled are attached.

Suggested Content: The Design Fees are \$23,900.00 and Bidding Fees are \$4,600.00. Therefore
the lump sum fees are \$28,500.00 total.

Budget Line - H8320. 525105. F0015

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>BRK</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

5788 Widewaters Parkway, Suite 2A
Syracuse, NY 13214
United States
www.ghd.com



Our ref: 11230417

August 03, 2021

Ronald B. Lake, P.E. – City Engineer
City of Binghamton
Engineering Dept., 3rd Fl. City Hall
38 Hawley Street
Binghamton, NY 13901

Proposal for Binghamton WFP Filter Media Replacement

Dear Mr. Lake:

Thank you for the opportunity to continue to support the City of Binghamton (City) on upgrades to the Water Filtration Plant (WFP). Our GHD Consulting Services Inc. (GHD) project team has been working at the WFP for many years, on a variety of improvements and upgrades, including filter rehabilitation. We have previously designed filter rehabilitation applying two approaches:

1. Underdrain replacement
2. Underdrain repair

We are very familiar with the filters, filter performance and operation, and the needs for upgrade. Our past filter rehabilitation designs are readily available to provide design efficiency to the City. We have responded to the City's June 15, 2021 Request for Qualifications and have provided a Statement of Qualifications to the City detailing our significant municipal water filter rehabilitation experience, including for the City. This experience includes underdrain replacement using a variety of underdrain types, underdrain repair, media replacement, structural repair of filter tanks, backwash trough leveling and replacement, surface wash repair and replacement, and retrofit of auxiliary air scour.

GHD is pleased to provide our proposal for the Binghamton WFP Filter Media Replacement project for design and bidding services.

1. Scope of Services

1.1 Design Services

- Attend a chartering meeting with the City to review the scope, schedule, project vision, critical success factors and lines of communication.
- Design repairs of the inter filter leaks between Filter Nos. 3 and 5.
- Design repairs of the expansion joint leak in Filter No. 4.
- Replace filter media, including sand, anthracite, and gravel.
- Design bid items for repair and/or replacement of the existing filter underdrains.

- Replace surface wash nozzles. Ensure proper smooth operation of sweep arms before putting filter back online (design of surface wash sweep arm replacement can be provided as an additional service not included in this proposal).
- Align and level wash water troughs (resecure or anchor where needed).
- Conduct site visits as necessary to support design.
- Prepare drawings, specifications and bidding documents indicating the scope, extent, and character of the work to be performed and furnished by the Contractor.
- Electronically submit drawings, specifications, and an opinion of probable cost for review by City and attend one design review meeting with the City.
- Prepare an Application for Public Water Supply Improvements and submit three paper copies of the drawings and specifications to the New York State Department of Health.

1.2 Bidding Services

- Assist City in advertising for and obtaining bids for the Work.
- Prepare bidding documents and addenda as required in electronic format to be printed and distributed by the City's contracted print shop.
- Attend pre-bid meeting and bid opening.
- Evaluate bids, proposals and bidders' qualifications in accordance with City procedures, and prepare formal recommendation for award.
- Bidding services are anticipated to be provided over a 4-week advertisement period.

1.3 Construction Administration Services

- Construction phase services are not included in this proposal but can be provided under a subsequent proposal.

2. Fee

The above scope of services will be provided for a lump sum fee of \$28,500, broken down as follows:

- Design: \$23,900
- Bidding: \$ 4,600

3. Schedule

The scope and fee will accommodate the following proposed schedule:

Table 1 Proposed Schedule

Scope/Task	Date
Authorization to Proceed	August 16, 2021
Design	August 16 – September 17, 2021
DOH Review/Approval	September 20 – October 22, 2021
Address City & DOH Review Comments	October 2021

Scope/Task	Date
Bidding	November 2021
Start Construction	December 2021

Please reach out anytime if you have questions or would like to discuss this proposal in more detail. We appreciate the opportunity to be of continued service to the City of Binghamton.

Regards,



Kevin Castro, P.E.
Principal

+1 315 802-0274
kevin.castro@ghd.com



Expedite

Legislative Branch

RL Number:
21-193
Date Submitted:
9/14/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ronald B. Lake, P.E.
Title/Department: Project Manager/Wastewater Treatment Plant Project Management
Contact Information: rblake@cityofbinghamton.com

RL Information

Proposed Title: Supplemental Agreement with GHD to add Work Order No. 7 - Amendment 5
not to exceed \$277,000.00.

Suggested Content: Work Order No. 7 - Amendment 5 provides \$265,000 for Record Drawings,
\$7,000 for Power Monitors, and \$5,000 for additional services incidental to the Scope of Work.

Budget Line: H8150.500100.J11NN

Additional Information

- Does this RL concern grant funding? Yes No
- If 'Yes', is the required RL Grant Worksheet attached? Yes No
- Is additional information related to the RL attached? Yes No
- Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Work Order-07 Amendment 5

Plant Restoration and Rehabilitation Construction Phase Services

I. DESCRIPTION

The purpose of this Work Order (Work Order-07 Amendment 5) is to provide ADDITIONAL construction phase services for the restoration and rehabilitation of the Binghamton Johnson City Joint Sewage Treatment Plant.

Work Order-07 and Amendments 1 through 3 are related to construction phase services generally for City Contracts 5, 6, 7 and 8.

Additional construction phase services, outside the original scope of services, are needed due to issues with the Contractors' Work. These issues generally fall under the following:

- Additional or extended services arising from (a) a significant amount of defective, neglected, or delayed Work, and (b) acceleration of the progress schedule involving services beyond normal working hours.

II. SCOPE OF SERVICES

A. Contract 5 Non-Conforming Record Drawings

1. GHD will create AutoCADD Record Drawings from Contract 5 notes. Contract 5 provided a 1,329 page document that contains notes related to changes to the Contract Document. An estimate of the effort to produce AutoCADD Record Drawings was developed based on a preliminary review of the Contract 5 document. Simply, the 1,329 pages (i.e., sheets) were characterized into five categories, ranging in effort from 15 minutes to 8 hours to produce AutoCADD Record Drawings. The table below shows the estimated sheets in each category and the resulting hours of effort.

	Review and Border (15 minutes)	Minor Text Change (30 minutes)	Integration of Change Figure (2 hours)	Significant Drawing Change (4 hours)	Change Requiring Engineering Interpretation (8 hours)
No. of Sheets	648	251	251	138	41
Hours of Effort	162	126	502	552	328
Total Hours = 1,670					

2. The content of some Record Drawings will need to be field verified. This scope includes ten full day site visits for two designers, for a total of **160 hours**.

B. Configure Power Monitors to Collect and Report Power Data for MATCO Power Study

1. Reprogram the protocol converter to accept the Modbus register for the PM8000
2. Configured PLCs to accept the changed protocol converter
3. Configure the SCADA or the historian to record data
4. Download data and provide to MATCO (by Plant staff)
5. This work will require 40 hours of effort and one site visit.

III. DELIVERABLES

- (1) Compiled Record Drawing (in AutoCADD and pdf) for City Contracts 5, 6, 7 and 8.
- (2) Provide an iPad Air (10.9 inch) with Wifi [or equal].



Work Order-07 Amendment 5

Plant Restoration and Rehabilitation Construction Phase Services

IV. KEY PERSONNEL

Representative of Owner	Engineering Team
Ronald Lake	John LaGorga
Elliott Wagner	Doug Mayer
	Frank Erwin
	Curt Smith
	Chris Williams

V. COMPENSATION

- A. For Record Drawings, the Owner will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges). The compensation for the Scope of Services outlined in Sections IIA is estimated to \$265,000.
- B. For Power Monitors, the Owner will be billed for actual labor hours charged at the billing rates contained in Attachment A, plus direct project expenses (e.g., identifiable reproduction costs, shipping charges). The compensation for the Scope of Services outlined in Sections IIB is estimated to \$7,000.
- C. Payments for the work will be due monthly on the basis of statements submitted by GHD Consulting Services Inc. for the work performed during the period.
- D. Additional services beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

VI. STANDARD TERMS AND CONDITIONS

The services described above will be completed as Work Order-07 Amendment 5 under the Terms and Conditions of the Agreement dated September 30, 2014 between GHD Consulting Services Inc. and the City of Binghamton.

VII. NEW YORK CLEAN WATER STATE REVOLVING FUND CONTRACTING REQUIREMENTS

GHD Consulting Services Inc. will comply with the applicable provisions of "Required Terms for Project Contracts and Subcontracts" as defined in the NY State Revolving Fund Bid Packet for Non-construction Contracts and Service Providers, as prepared by the New York State Environmental Facilities Corporation.

This Work Order is duly executed between Consultant and Client by signature or City Resolution (Attachment B). Upon execution of this Work Order, Consultant is authorized to proceed with the work.

CONSULTANT:

CLIENT:

GHD CONSULTING SERVICES INC.

CITY OF BINGHAMTON



Work Order-07 Amendment 5

Plant Restoration and Rehabilitation Construction Phase Services

By: John LaGorga
John LaGorga, P.E.

By: _____

Title: Principal

Title: _____

Date: 9/14/2021

Date: _____



Work Order-07 Amendment 5

Plant Restoration and Rehabilitation Construction Phase Services

ATTACHMENT A RATE SCHEDULE

1.1 GHD CONSULTING SERVICES HOURLY RATES

CLIENT shall pay Compensation for labor based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

Labor Category	Hourly Rate
Project Director	\$240.00
Senior Technical Advisor	\$220.00
Technical Advisor	\$190.00
Senior Project Manager	\$170.00
Senior Engineer	\$160.00
Project Manager	\$150.00
Project Engineer II	\$140.00
Project Engineer I	\$130.00
Engineer or Scientist II	\$120.00
Engineer or Scientist I	\$110.00
Architect	\$115.00
Managing Designer	\$150.00
Senior Designer	\$130.00
Designer	\$120.00
Senior Drafter	\$110.00
Drafter	\$90.00
Technician	\$75.00
Construction Engineer Representative	\$110.00
Construction Project Representative	\$90.00
Secretarial/Word Processing	\$70.00

1.2 Non-salary expenses and outside services attributable to the Project

CLIENT shall pay Compensation for expenses based on CONSULTANT's rate schedule below. The Rate Schedule provided below shall be in effect through completion of this Work Order:

- 1.3.1 Actual receipted cost of accommodations (not to exceed \$120 US per night)
- 1.3.2 A per diem for meals and expenses: \$46 US (overnight) or \$28 (full day) or \$16 (partial day)
- 1.3.3 Mileage calculated at the federal reimbursement rate established by the U.S. General Services Administration for privately owned vehicles in effect on the date of the occurrence
- 1.3.4 The identifiable costs of reproduction, printing, and binding and postage and shipping applicable to the Project
- 1.3.5 The actual cost of outside services and subcontractors
- 1.3.6 Actual receipted cost of field equipment rental supplied by a vendor for use on the Project
- 1.3.7 The actual cost of permits and fees required for the project and paid by CONSULTANT
- 1.3.8 The actual cost for additional insurance required by the Owner in excess of CONSULTANT's normal coverage's or limits
- 1.3.9 The actual cost of premiums paid on overtime worked



Work Order-07 Amendment 5

Plant Restoration and Rehabilitation Construction Phase Services

ATTACHMENT B

**Required Terms for Project Contracts and Subcontracts as defined in the NY State Revolving
Fund Bid Packet for Non-construction Contracts and Service Providers**



Legislative Branch

RL Number:
21-195
Date Submitted:
9/15/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

Requests for Legislation (RLs) may be submitted to the City Clerk's Office for consideration at City Council Work Sessions. RLs generated from within City Hall departments must be submitted to the Mayor, Comptroller and Corporation Counsel for review before submission. RLs generated by citizens may be submitted directly to the City Clerk's Office.

Applicant Information

Request submitted by: Ronald B Lake, P.E.

Title/Department: City Engineer, Engineering Dept.

Contact Information: rblake@cityofbinghamton.com

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into Supplemental Agreement No. 5

with GHD Consulting Services Inc. to provide additional engineering services for Water Treatment
Plant ~~Filter~~ ^{SUDGE EXTRACTION} Media Replacement.

Suggested Content: A Resolution authorizing the Mayor to enter into Supplemental Agreement No. 5

with GHD Consulting Services Inc. to provide additional engineering services In the cost of \$70,000.00

H8340. 525153. 2171L
Budget Line: H8320-525405-F0045

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): R16-86, R17-72

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>BRK</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

Incitti, Franco

From: Lake, Ronald B
Sent: Tuesday, September 14, 2021 9:43 AM
To: Incitti, Franco
Subject: FW: Binghamton WTP - Project budget summary
Attachments: City of Binghamton Water Treatment Residuals Management Improvements - Schedule 8-17-21.pdf

From: Lake, Ronald B
Sent: Tuesday, September 7, 2021 3:45 PM
To: Daniels, Shannon J <sjdaniels@cityofbinghamton.com>
Subject: FW: Binghamton WTP - Project budget summary

From: Lake, Ronald B
Sent: Friday, September 3, 2021 10:15 AM
To: Shager, Chuck <ceshager@cityofbinghamton.com>
Subject: FW: Binghamton WTP - Project budget summary

Do you have time to discuss today?

From: Jason Davenport [<mailto:Jason.Davenport@ghd.com>]
Sent: Wednesday, September 1, 2021 9:56 AM
To: Lake, Ronald B <rblake@cityofbinghamton.com>
Cc: Kruger, Jeff <jakruger@cityofbinghamton.com>
Subject: FW: Binghamton WTP - Project budget summary

Ron,

Following up on yesterday's phone conversation:

Total additional budget needed to finish the project: \$270,000 (based on current estimates; budgeting \$300,000 would be safer)

- Project will still finish under initial budget (remember \$374,063 credit from Contract 1, Change Order 1)
- Amended budgets are being exceeded this week; communication is needed relatively quickly as to whether the City will support this spending.
- Details are presented below.

Anticipated Contract 1 Streeter change orders:

- Change Order 2: \$66,593 including numerous items discussed in yesterday's progress meeting.
- Change Order 3: \$130,000 for additional structural unit price repair quantities. The actual value should be less, but budget for this level of effort. Note that the unit price repair quantities are beginning to exceed the amended value this week, and if the City wants them to stop, they should communicate that asap. I'd suggest proceeding with the repairs; they are necessary and will likely cost more in the future.
- **JEFF:** feel free to coordinate with Streeter and Jason McGibbon at the site to detail scope of these repairs along the Basin 1 exterior. Scope should be eliminated in the vicinity of the future building/thickener. Catwalks support the Basin 2 wall, so any catwalks and supporting walls to remain following that construction should be repaired. Feel free to call me to discuss, and we can also engage structural engineer if needed to reduce this scope in an intelligent and cost effective way.

Anticipated Contract 2 Matco change orders:

- Change Order 1: so far adding up to a credit of <\$20,000. Keep it in the budget for now.

Proposed GHD supplemental agreement:

- \$70,000 including resident project representation and construction administration through projected end of construction.
- Yesterday, we discussed part time inspection and other ideas to reduce this cost. I agree and will apply efficiencies wherever we are able. Our agreement is time and materials, so we'll only invoice effort expended, and hopefully we can support the project through completion for less. I'd like to keep the amendment value as it is to reduce the likelihood we repeat this conversation. Equipment delivery dates are still not confirmed, and I anticipate we'll be stretching budgets to adapt.

Schedule update:

- Streeter's latest schedule shows work to install/startup the Brentwood sludge vac system continuing through November. I believe they can/will have most of the work substantially completed and invoiced in October, but Chuck should be informed that a portion of the work will extend beyond the October 31 completion date. I think the project can be completed and closed out before the end of the year, and everyone seems aligned to complete the work as soon as possible, but I'd advise holding a portion of the payment beyond October to motivate completion of the work.

Additional details are provided in the email below. Call anytime to discuss 315-450-3325.

-Jason

From: Jason Davenport
Sent: Monday, August 23, 2021 10:13 PM
To: Lake, Ronald B <rblake@cityofbinghamton.com>
Subject: Binghamton WTP - Project budget summary

Ron,

Following up on our discussion last week regarding GHD's proposed amendment, below is some background on the various project budgets and Streeter's latest schedule. Resident project representation is budgeted through the end of next week (September 3), and our MBE subconsultant has indicated that they will need written authorization in order to continue inspection beyond then. Feel free to call me anytime you would like to discuss or if you'd like to include me in a conversation with Chuck. My cell is 315-450-3325. Thanks.

-Jason

Contract 1 – Streeter

- Original Contract: \$4,662,470
- Change Order No. 1: (\$374,063)
- Proposed Change Order No. 2: \$66,593
- Potential Change Order No. 3: \$44,000
- Anticipated structural unit price variance from bid quantities: \$120,000 (based on as-built structural repairs in Basins 3 and 4 and projected repairs in Basin 2)
- Projected Contract 1 total with proposed amendments: \$4,519,000 (estimated)

Contract 2 – Matco

- Original Contract: \$318,800
- Proposed Change Order No. 1: (\$19,957) (estimated)
- Revised Contract \$298,843 (estimated)

Engineering – GHD

- Original Contract:
 - Fee: \$377,500
 - Date: September 21, 2016
 - Scope:
 - o Design
 - o Permitting
- Supplemental Agreement No. 1:
 - Fee: \$44,253.72
 - Date: June 16, 2017
 - Scope:
 - o Update project approach to construct new facilities in Basin No. 1 in lieu of new stand-alone structures. This would eliminate the need for pile foundations and significantly reduce overall project cost.
 - o Assist the City with preparation of SEQR documents and coordination with involved agencies as required for City to declare lead agency status.
 - o Assist the City with forms and coordination with EFC in order to apply for project funding (resulted in \$3M grant).
- Supplemental Agreement No. 2:
 - Fee: \$583,900
 - Date: July 6, 2018
 - Scope:
 - o Bid phase services
 - o Construction administration
 - o Resident project representation
 - o Design scope revisions
 - o Sedimentation basin structural evaluation
 - o SCADA and PLC programming
 - o Operation and maintenance manual
- Supplemental Agreement No. 3:
 - Fee: \$0
 - o Reallocate budget from O&M phase (which was eliminated)
 - o Reallocate balance from construction phase
 - o Total value of reallocations: \$42,300
 - Date: December 31, 2018
 - Scope:
 - o Revise bid documents following original bid (bids were rejected). Revisions included addition of addendum items, elimination of plumbing contract, reallocation of plumbing work to Contract 1, identify opportunities to improve vendor competition while maintaining equipment quality.
 - o Administer second bid phase
 - o Evaluate conceptual alternatives to proposed design
- Supplemental Agreement No. 4:
 - Fee: \$0
 - o Reallocated budget from construction phase
 - o Total value of reallocation: \$101,800
 - Date: September 23, 2019
 - Scope:
 - o Value engineering and redesign following rejection of second set of bids from original design
 - o Administer third bid phase
- Proposed Supplemental Agreement No. 5:
 - Fee: \$69,800
 - Date: TBD
 - Scope:
 - o Additional CA and closeout through December 31 and RPR through October 31.

Project Schedule

- Bid Opening: June 24, 2020
- Notice of Award: July 23, 2020
- Notice to Proceed: October 7, 2020
- Contracts signed: December, 2020 (Contractors were apprehensive to establish sub/vendor agreements until they had Contracts with the City)
- Contract final completion: August 4, 2021
- Anticipated delivery of Brentwood controls: end of September, 2021
- Anticipated installation/startup of Brentwood system: October/November, 2021
- Anticipated final completion: November, 2021
- Attached is Streeter's latest schedule. It is "draft," pending input from the electrical contractor. As we discussed on the phone, there have been delays in equipment procurement, and Streeter probably could have pushed the vendors harder from December through the spring, but there is little that can be done now to procure the equipment faster.

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Legislative Branch

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ronald B. Lake P.E.

Title/Department: City Engineer

Contact Information: (607)772-7007

RL Information

Proposed Title: Resolution for additional Construction Administration and Construction Observation Services. The original resolution was R 20-29 adopted April 7, 2020 City of Binghamton Recreation Park Upgrades.

Suggested Content: The Construction Administration and Observation Services is for additional time needed for the tennis courts, upgrade in the NYSEG power feed and ice skating rink construction. These additional services are based on a Time and Expense maximum fee not exceed \$25,400.00.

Budget H7110.525277.12220

Additional Information

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>BMR</u>
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/> MPA <input type="checkbox"/> PW/Parks <input type="checkbox"/> Employees <input type="checkbox"/> Rules/Special Studies <input type="checkbox"/>

August 27, 2021

Mr. Ron Lake, P.E., City Engineer
City of Binghamton
38 Hawley Street
Binghamton, New York 13901

Re: City of Binghamton – Recreation Park Upgrades
Subj: Proposal for Amendment to Contract for Construction Phase Services
File: 1928.013.001

Dear Mr. Lake:

Barton & Loguidice, D.P.C. (B&L) respectfully submits this proposal for additional Construction Phase services for the Recreation Park Upgrades Project.

B&L's Original Agreement dated May 14, 2021 for professional services for this project was based on the assumption that the Ice Rink and Tennis Court projects would be progressed together, with a total construction duration of 5 months. The Contractor mobilized to the site in mid-November for the tennis court construction and is anticipated to meet substantial completion in mid-August; this represents a construction duration of 7 months (excluding a 2-month winter shutdown period). The Contractor's schedule for tennis court completion represents an additional 8 weeks of Construction Duration.

Additionally, the start of the Ice Rink Construction was delayed due to an unforeseen environmental review to secure project funding and requirement for NYSEG upgrade to 3-phase power to the site. An extension of time has been included on the Change Order #3 to November 19, 2021 for substantial completion of the ice rink. The Contractor's schedule for ice rink completion represents an additional 12 weeks of Construction Duration.

ADDITIONAL SCOPE OF SERVICES

B&L will provide the following professional services:

1. Construction Administration

B&L will provide a total of 20 weeks of additional Construction Administration services based on the Tennis Court construction duration (anticipated complete August 2021) and the Ice Rink construction duration (scheduled September to November 2021). The following services will be provided:

- Prepare agenda and meeting notes and distribute to meeting attendees;



- Attend up to 10 bi-weekly Job Progress Meetings with City and Contractor representatives at the work site (or City or B&L's Office) during construction of the project, and advise the City regarding construction related issues. Prepare meeting notes for each meeting and distribute to meeting attendees;
- Review Contractor payment applications and submit payment recommendations to the City for processing;
- Provide interpretation and clarification of Contract requirements, resolve design conflicts as may arise, and prepare Change Orders arising out of design conflicts and omissions;
- Correspond regularly with City Public Works and Engineering staff regarding Contractor progress, issues, schedule, etc.;

2. Construction Observation

B&L will conduct part-time, on-site construction observation (CO) of the work using the services of B&L's Inspector or Jr. Engineering staff. The Construction Observer will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work. The fee estimate is based on an additional construction duration of 20 weeks, with a total of 60 hours of part-time on-site observation services assumed. Additional hours beyond the assumed amount will be billed at our standard billing rate schedule in effect at the time of service. Construction Observation Duties will include:

- Part-time observation of work to determine substantial conformance with contract documents. Work found to be unacceptable or defective will be rejected or will require corrective action to be taken;
- Maintain a project record;
- Review documents and submissions by contractors pertaining to scheduling, and keep the City informed of their acceptability;
- Conduct field tests of construction materials and installations as required by the Contract Documents; monitor the suitability of materials; interpret the Contract Documents; measure, compute, and record the quality of completed work. It is the intent that all materials of construction be obtained from approved sources. When inspections, tests, analyses, etc., are required by the Plans or Specifications or ordered by the Engineer in accordance with the Plans or Specifications, they will be performed by an independent certified testing facility. A fee allowance of \$3,300 has been estimated for concrete and subbase compaction testing of materials during construction of the Ice Rink.



ASSUMPTIONS

- In-field construction duration of 20 weeks (i.e. 8 weeks additional completed on the Tennis Courts to date and 12 weeks additional to be completed for the Ice Rink) and up to 60 hours of construction observation (i.e. 12 hours additional completed on Tennis Courts to date and up to 48 additional to be completed for the Ice Rink);
- Fee estimates presented in the table below assume that the City will provide an Engineer for full-time inspection, as needed. B&L will provide supplemental observation during critical construction activities (i.e., installation of subsurface structures, drainage, etc.)
- Fee estimate does not include stormwater inspections in accordance with the SWPPP. It is assumed that the City's Engineer will complete daily inspections and prepare the necessary inspection reports in accordance with the SWPPP and requirements of the MS4.

FEE SUMMARY

We proposed to provide these services based on Time and Expense with a maximum fee not-to-exceed of **Twenty Five Thousand and Four Hundred (\$25,400)**, and we would commence services on this project immediately upon authorization unless otherwise directed.

If the City would like us to proceed with the above listed services, please countersign below and return one copy for our records. If you have any questions on our proposal, please don't hesitate to contact us. We appreciate the opportunity to be of continued service to you.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Kenneth M. Knutsen', is written over a faint, illegible typed name.

Kenneth M. Knutsen, P.E.
Senior Vice President

KMK/jjb

Authorization to Proceed

Barton & Loguidice, D.P.C, is hereby authorized by the City of Binghamton to proceed with the tasks described above in accordance with the original agreement Terms and Conditions.

Ron Lake, P.E., City Engineer
City of Binghamton

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



Legislative Branch

RL Number:
21-197
Date Submitted:
9/15/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

RL Information

Proposed Title: An Ordinance to Amend the 2021 Risk Management Personal Services Budget for a salary adjustment for the Assistant Engineer position effective 8/9/2021

Suggested Content: Transfer \$635 from M1910.54450 Risk Management-Vehicle Repair to M1910.51000 Risk Management-Personal Services,

Additional Information

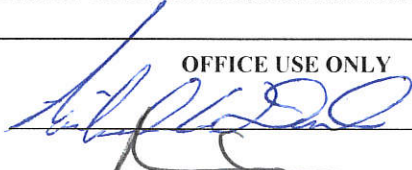


Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:					
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>



Legislative Branch

RL Number:
21-198
Date Submitted:
9/15/21

City Clerk, City Hall, Binghamton, NY 13901 607-772-7005

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Chuck Shager

Title/Department: Comptroller

Contact Information: 772-7011

RL Information

Proposed Title: An Ordinance to Amend the 2021 Police - Personal Services Budget, Police

Uniform Budget and Transfer to Capital Budget.

Suggested Content: Transfer funds from the Police - Personal Service line for vacant positions and
defunding one Assistant Police Chief position. Please see attachment for more details.

Additional Information

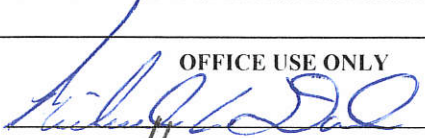

Does this RL concern grant funding? Yes No

If 'Yes', is the required RL Grant Worksheet attached? Yes No

Is additional information related to the RL attached? Yes No

Is RL related to previously adopted legislation? Yes No

If 'Yes', please provide Permanent Ordinance/Resolution/Local Law number(s): _____

OFFICE USE ONLY					
Mayor:					
Comptroller:	_____				
Corporation Counsel:					
Finance <input checked="" type="checkbox"/>	Planning <input type="checkbox"/>	MPA <input type="checkbox"/>	PW/Parks <input type="checkbox"/>	Employees <input type="checkbox"/>	Rules/Special Studies <input type="checkbox"/>

Transfer From:

A3120.51000 Police - Personal Services
 A3120.51000 Police - Personal Services (Defund Asst Police Chief)

212,568.31
 74,815.69

287,384.00

A9950.59000 Transfer to Capital

200,000.00

Transfer To:

A3120.51000 Police-Personal Services (7 Patrol Officers)
 A3120.51000 Police - Personal Services - Captain
 A3120.51000 Police - Personal Services Asst Police Chief
 A3120.54190 Police - Uniforms
 A3120.51000 Police-Personal Services (Police Chief)
 A3410.51000 Fire- Personal services (Fire Chief)
 A9950.59000 Transfer to Capital

Time Period 11/1-12/31
 55,981.03
 15,917.39
 1,225.96
 10,500.00
 1,879.81
 1,879.81
 200,000.00
287,384.00

H1680.590004 IT Info Mgmt HW
 H7110.590009 Park:

Zero Turn Mower
 Tractor & Saltor
 Infield ~~3~~ ~~6~~ ~~4~~ ~~2~~ ~~2~~ ~~4~~
 Flail Mower

49,000.00
 10,000.00
 40,000.00
 26,000.00
 5,000.00
 40,000.00
 30,000.00
200,000.00

H1490.510009 DPW Front Gates
 H1650.525301 DPW Traffic Controllers

200,000.00