



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Tom Scanlon, City Council President
Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA 2nd Floor Atrium, 38 Hawley St, Binghamton 6pm Monday, April 6, 2020

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(s)
6:00pm	Planning	Strawn	RL20-85: Authorize the sale of 22 Charles St to Bowers Development LLC	1a	Mayor David
6:15pm	Finance	Strawn	*RL20-77 Void Permanent Ordinance 20-36 due to FEMA & NYS reimbursement funding *RL20-78 Amend 2020 Capital Fund for Coronavirus Mitigation	1-3	Jared Kraham
6:20pm	Finance	Strawn	*RL20-79: Agreement with GHD for Post Construction Compliance Monitoring Program at BJCJSTF RL20-80: Agreement with Whitham Planning & Design for the 2020 Landscape Architecture Term Agreement RL20-81: Agreement with Broome-Tioga Stormwater Coalition for Mapping services RL20-82: Agreement with Broome-Tioga Stormwater Coalition to continue Federal Phase II MS4 Stormwater Regulation Implementation *RL20-71: Agreement with Barton & Loguidice for Recreation Park Upgrades for the tennis court and ice rink *RL20-74: Agreement with Barton & Loguidice for engineering services for the City Hall fire station	4-29	Ray Standish
6:30pm	Finance	Strawn	RL20-68: Amend 2019 BJCJSB budget to increase appropriations for reimbursement of City's local system costs	30	Charlie Pearsall
6:35pm	Finance	Strawn	RL20-73: Approval for change order No.3 in the amount of \$98,535 RL20-75: Additional funds for GHD for Work Order 07, Amendment No.4 in the amount of \$75,300	31-63	Chuck Shager
6:40pm	Finance	Strawn	*RL20-69: Authorize a BLDC Emergency Loan program for the City of Binghamton Businesses with 50 employees or less impacted by COVID-19 RL20-70: Authorize the Mayor to enter into an agreement with Enterprise Community Partners for the use of FY45 Home CHDO funding for rehabilitation of multiple properties	64-91	Jared Kraham
6:45pm	Planning	Strawn	RL20-72: Sale of 125 Conklin Ave to Park Diner LLC for \$11,000	92-93	Lee Rogers
6:50pm	MPA	Resciniti	Discussion: RL20-83: Amending the Code to provide temporary housing relief to occupants facing eviction and foreclosure during COVID-19 pandemic RL20-84: Amending the Code to provide emergency housing for homeless residents during COVID-19 pandemic	94-98	Councilmembers Friedman & Riley
6:55pm	-----	-----	Pending Legislation: RL20-49: Abandonment of Elizabeth St and for the sale of same and for 168 Oak St. RL20-57: Authorize the sale of 14 Earl Dr. to Scott Bensen for \$300	-----	Grace Doherty



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			RL20-58: Authorize the Mayor to enter into a Term Agreement for 2020 for Environmental Services with Keystone Environmental Services RL20-61: Amend the 2020 Planning and Zoning budget to add a Housing Safety Specialist and fund it and the benefits from NYS City Rise Grant RL20-63: Amend the 2020 Planning and Zoning Budget to add a Historic Preservation and Neighborhood Planner 2 Position, and remove a Historic Preservation Neighborhood Planner position to fund the same		
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COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
20-85
Date Submitted:
4/6/2020

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: Richard C. David
Title/Department: Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: AN ORDINANCE AUTHORIZING THE SALE OF 22 CHARLES STREET
TO BOWERS DEVELOPMENT, LLC

Suggested Content: Contract of sale for 22 Charles (Co-Gen Plant) for \$500,000. A one year due
diligence period is included; closing 30 days after expiration of due diligence period.

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 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"/>

1a



Legislative Branch

RL Number:
20-77
Date Submitted:
4/3/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Mayor Rich David

Title/Department: Mayor

Contact Information: 607-772-7001

RL Information

Proposed Title: Void Permanent Ordinance 20-36 because City's share of the cost has been

reduced because NY has been granted a FEMA disaster area Funding

An Ordinance to

Suggested Content: _____

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): _____

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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"/>



Legislative Branch

RL Number:
20-78
Date Submitted:
4/3/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Mayor Rich David

Title/Department: Mayor

Contact Information: 607-772-7001

RL Information

Proposed Title: An Ordinance to create new revenue and expense lines for DR4480 and amend 2020 Capital Fund to fund CoronaVirus Mitigation.

Suggested Content: Create lines H44960.D4480 (Fed Aid-FEMA DR4480), H43960.D4480 (State Aid-FEMA DR4480), and H1210.525900.D4480 (CoronaVirus Expense Mitigation). Fund \$125,000 with 75% Federal Aid, 12.5% State Aid, and a 12.5 % local match coming from General fund's fund balance.

See attachment

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

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Comptroller:	_____					
Corporation Counsel:						
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increase	A49999	A599 Fund Balance Usage	\$ 15,625
increase	A9950.59000	Transfrer to Capital	\$ 15,625
increase	H45031	Interfund Transfer	\$ 15,625
increase	H.44960.D4480	FEMA Revenue-DR4480	\$ 93,750
increase	H.43960.D4480	State Aid-FEMA DR4480	\$ 15,625
increase	H1210.525900.D4480	CoronaVirus Expense-DR4480	\$ 125,000



Legislative Branch

RL Number:
20-79

Date Submitted:
4/3/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ray Standish, P.E

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: A Resolution Authorizing ^{me} Mayor to Enter Into an Agreement with GHD
for the CSO-LTCP Post Construction Compliance Monitoring Program at the BJCJSTP

Suggested Content: A Resolution approving an Agreement with GHD for the CSO-LTCP Post Construction Monitoring at BJCJSTP. The cost of Agreement will be split between City of Binghamton & Village of Johnson City. City cost are as follows: \$33,500 - Lab Work, \$2,000 - Equipment and \$24,250 - ^{total} Consultant Fee is \$59,750 and is available in budget line: H8120.525055.20619 (Sewer lines)

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): _____

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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"/>



Legislative Branch

RL Number:
20-80
 Date Submitted:
4/3/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ray Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: Resolution ~~to~~^{inc} Authorizing Mayor to Enter into an Agreement with Whitham

Planning & Design for the 2020 Landscape Architecture Term Agreement

Suggested Content: Entering into an agreement with Whitham Planning & Design for the 2020

Landscape Architecture Term Agreement. This agreement is NTE \$50,000.00 and may be renewed

for up to an additional two (2) years using the same rates as this original agreement.

Various depts will be using these services thus no specific budget line is allocated.

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"/>

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Legislative Branch

RL Number:
20-81

Date Submitted:
4/3/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ray Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: A Resolution Authorizing ^{the} Mayor to Enter Into an Agreement with the Broome-Tioga Stormwater Coalition for Stormwater Asset Mapping Implementation in Broome & Tioga Counties

Suggested Content: Broome-Tioga Stormwater Coalition provides Stormwater Management and mapping services which are mandated DEC and part of the MS4 System. The City's cost to participate in this coalition for the 2020 Asset Mapping Program Match is \$2,200.00 and is available in budget line: A1440.54420 (Professional 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): _____

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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"/>

8



Legislative Branch

RL Number: <u>20-82</u>
Date Submitted: <u>4/3/2020</u>

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ray Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: A Resolution Authorizing ^{the} Mayor to Enter Into an Agreement with the Broome-Tioga Stormwater Coalition to Continue the Federal Phase II MS4 Stormwater Regulation Implementation in Broome County

Suggested Content: To authorize the work of the Broome-Tioga Stormwater Coalition whose purpose is to implement the MS4 Stormwater Mgmt Plans required by the DEC's Phase II Stormwater regulations and oversee the utilization and expenditure of funds received on behalf of the Coalition.

The City's cost for participation is \$1,500 for year. Available in budget line: A1440.54420 (Prof. 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): _____

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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"/>

2



Legislative Branch

RL Number:
20-71
Date Submitted:
3/25/2020

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

REQUEST FOR LEGISLATION

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Applicant Information

Request submitted by: Ray L. Standish, PE
Title/Department: City Engineer/Engineering Dept.
Contact Information: rstandish@cityofbinghamton.com 772-7007

RL Information

Proposed Title: Recreation Park Upgrades

Recreation Park Tennis Courts
BUDGET LINE H 7110.525277.12220

Suggested Content: This resolution is for City Council to allow the Mayor to enter into an agreement with Barton & Loguidice for the upgrading of the existing tennis courts at Recreation Park as well as a Permanent location for an ice rink to be used during winter months. B&L services to include design, survey, bidding, CI, landscape design, geo-technical services and testing.

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): _____

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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"/>



1928.013.001
3/24/2020
RCT2/RAM/KMK

SCOPE OF SERVICE
Barton & Loguidice, D.P.C.

City of Binghamton
Recreation Park Upgrades
Preliminary & Final Design, Bidding, and Construction Phase Services

I. GENERAL

A. Project Name & Location

NAME: Recreation Park Upgrades
LOCATION: City of Binghamton – Recreation Park, Beethoven St & Seminary Ave

B. Project Team

CONSULTANT: Barton & Loguidice, D.P.C. (B&L)

OFFICER-IN-CHARGE: Kenneth M. Knutsen, P.E., Senior Vice President
PROJECT MANAGER: Rebecca Minas, Project Manager
TECHNICAL ADVISOR: Ronald Tetelman, Senior Managing Landscape Architect

ENGINEER'S SUBCONSULTANTS:

- a. **Costich Engineering, Land Surveying**
 - Topographic survey
- b. **CME Associates**
 - Soil borings
 - Geotechnical Report

C. Project Understanding and Scope of Enhancements

The Recreation Park Upgrade project is focused primarily on improvements to the existing seven (7) tennis court battery located along Seminary Avenue at the intersection with Beethoven Street. The City desires to upgrade the tennis courts in accordance with USTA standards. Court upgrades will address on-court and sub-court drainage issues, as well as off-court stormwater management within existing and improved drainage features (e.g., bioretention, infiltration trenches, etc.). In addition, improvements will optimize court layout to accommodate additional temporary on-court spectator/player seating, where feasible, within the existing battery footprint and allow for a minimum of two (2) championship courts and five (5) recreational courts. Tennis court improvements will also include ancillary features such as the addition of spectator seating beyond the fence line,



lighting, and other amenities as determined by the City, such as fencing, gateway/entrances, signage, walkways, etc. Court reconstruction options and costs will be identified and evaluated during the Preliminary Design Phase.

Improvements to Recreation Park will also include relocation of the seasonal ice rink from its current location within the outfield of the adjacent baseball diamond to the east, to an area northeast of the baseball diamond to the north (i.e., northwest of the first baseline). Ice rink improvements will include electrical services, grading (as needed to achieve desired 1% slope) and consideration of a reinforced concrete pad for the proposed 60 x 120' ice rink.

Survey and Geotechnical Work

B&L proposes to obtain a professional topographic survey of the work area including the courts and surrounding area, as well as a portion of the adjacent soccer field and little league fields and walks to cover the area slated for the seasonal ice rink.

Pavement cores and subsurface borings will be taken within the existing paved courts to assess existing pavement materials and thickness, subbase and subgrade characteristics.

Environmental Review

It is assumed that the proposed project is an Unlisted action under the State Environmental Quality Review Act (SEQRA) requiring environmental review, with the City of Binghamton as the presumed Lead Agency. B&L has included assistance with completion of the Short Environmental Assessment Form (EAF) in this scope of services.

Stormwater Pollution Prevention Plan (SWPPP)

B&L will develop a SWPPP in accordance with the NYSDEC's SPDES General Permit for Construction Activities (GP-0-20-001) and New York State Stormwater Management Design Manual (NYS SMDM, 2015). It is assumed that the project will be progressed and post-construction stormwater management practices will be sized in accordance with the GP-0-20-001 criteria for redevelopment activities. B&L will develop the SWPPP, including subtopics of Site Evaluation and Planning, Erosion and Sediment Control Practices, Hydrologic and hydraulic analysis for structural components, Landscaping Plans, Sequence of Construction, Maintenance Plan, Notice of Intent, and associated Appendix (i.e., Notice of Termination, Contractor/Owner Certification, etc.).



II. SCOPE OF SERVICE

Based on the above understanding and approach, B&L proposes to provide the following Preliminary and Final Design, Bidding and Construction Phase services to the City of Binghamton:

A. Preliminary Design Phase

1. Kick-Off Meeting

Office: Design team members will attend a Project Kick-Off Meeting with City project personnel to revisit the overall project goals and objectives as defined under Project Understanding, review the Scope of Service, deliverables and schedule. Opportunities for court improvements and amenities will be reviewed with the intent to short-list viable enhancements for evaluation and cost estimating.

Field: Attend a site visit at the Park site with City project personnel if available, to discuss potential/desired project features including, but not limited to:

- Court improvements
- Site ingress/egress/traffic control
- Stormwater management
- Staging/sequencing
- Shortlisted enhancement alternatives
- Other

2. Topographic Survey and Subsurface Investigations

a. Topographic Survey

Base mapping and topographic survey services of the tennis court complex and adjacent property will be required for design of the court upgrades, associated site/civil features, and ice rink. For these services, B&L will retain the subcontracted services of a qualified licensed surveyor. Mapping will include evident planimetric features such as structures, landscaping, trees, driveways, pavement edges, curbs, guide rail, overhead utilities, poles, underground utility evidence, stormwater and sanitary piping and pipe inverts, etc.

Fee Allowance: A subcontractor fee allowance of **\$5,400** has been included for the topographic, utility and boundary survey based on the above scope.



b. Subsurface Investigations and Geotechnical Evaluation

Subsurface investigations and a geotechnical evaluation will be needed to assist in determining the current court pavement and subsurface conditions existing below the tennis courts. B&L will retain the services of a qualified subsurface soil investigation and geotechnical engineering firm to complete both pavement cores and soil borings, to prepare written logs documenting subsurface conditions, and to provide a geotechnical analysis for the design of the refurbished courts' foundation system. The following Scope is proposed for each deliverable:

- i. Subsurface Investigations: Complete four (4) to six (6) subsurface borings within the footprint of the existing courts at designated locations – all borings shall be eight (8) feet deep. At two (2) borings, provide full-depth pavement core samples to ascertain current court construction. Continuous split spoon sampling will be performed on all borings beneath pavement. Provide grain size analysis. Provide the number of blows and soil types and characteristics. Contractor to fill and patch bore holes for smooth playing surface.
- ii. Geotechnical Evaluation: Prepare a geotechnical report to identify the necessary details and pavement section required to construct asphaltic or post tensioned concrete tennis courts. B&L will review the geotechnical report and include it as supplemental information within the contract documents.

Fee Allowance: A subcontractor fee allowance of \$7,400 has been included for the subsurface investigations and geotechnical evaluation based on the above scope.

3. **Technical Memorandum and Basis of Design**

B&L will summarize the results of Preliminary Design Tasks 1 and 2 above within a Technical Memorandum. B&L will review the findings of the sub-surface investigation to confirm the feasibility of rehabilitation versus full depth replacement for all courts. In addition to the site assessment and field investigation findings, B&L will present surface court alternatives (i.e., Hard Court Asphalt and Post-tensioned Concrete), including Life Cycle Costs to compare capital and long term operation/maintenance costs for the alternatives. The Tech Memo will also include options and planning level costs for associated site amenities, such as spectator seating, fencing, signage, lighting, ice rink, stormwater management, etc.

B&L will submit an electronic copy of the draft Technical Memorandum to the City for review, and participate in one (1) meeting/workshop with the City to review the Tennis Court system alternatives and options for additional site amenities. The goal of this "Alternatives Workshop" will be to select the preferred design concept and finalize design assumptions and criteria before moving to final design. The Alternatives Workshop may take the form of a B&L hosted workshop at City Hall or may be conducted as a teleconference hosted via B&L remote conferencing (i.e. Zoom).



Three copies of the Final Tech Memo will be prepared and submitted, and will serve as the basis of design for the Final Design Phase.

4. **35% Document Submission**

B&L will develop schematic (35%) concept Plans, Sections and Details for tennis court and site/civil improvements, and provide the following deliverables in support of the final Tech Memo:

- Schematic Site Plan/Section(s) showing the proposed improvements;
- Design Document Plans (layout, grading, and utility).

B. Final Design - 60%, 90% and Final Contract Documents

1. Contract Documents and Specifications

At the critical design stages of 60% and 90%, B&L will provide the following services:

- Submission of progressed Design Development Plans. The following drawing list is assumed:
 - Title Sheet
 - Existing Conditions / Survey
 - Notes and Legend
 - Removal/ Demolition
 - Erosion Sediment Controls
 - Site Layout Plans (2) - one each for tennis courts and ice rink
 - Site Grading and Drainage Plans (2)
 - Site electrical plan
 - Electrical details (2)
 - Site Details (4)
- Technical Specifications (Division 46 format)
- Estimate of Probable Cost of Construction;
- Attendance at one (1) meeting or conference call with the City to review each submission;

In addition to the above services, B&L will present the improvements at one (1) Public Information Session, anticipated to be in June 2020 at a regular City County Meeting. B&L will prepare a Plan-view 2-D rendering for presentation to the public.



2. Final Bid Documents

B&L will provide the following services:

- Final Contract Drawings and Specifications package will be provided to the City in a single PDF document along with up to three (3) bound copies, as needed. It is assumed that the project will be bid as a lump sum and that the City will provide their front end documents and general conditions to be included in the final bid documents.

3. Stormwater Pollution Prevention Plan (SWPPP)

B&L will provide the following services:

- Site Visit: Percolation field tests performed in the locations and depths of the proposed stormwater management (green infrastructure) practices in accordance with the NYSDEC SWDM, 2015. (*City shall provide backhoe and operator*);
- Hydrologic and hydraulic calculations to appropriately size the post-construction stormwater management practices for water quality/quantity control; Based on discharge to the Susquehanna River, it is assumed that overbank flood control and extreme flood control will not be required.
- Develop the SWPPP in accordance with the NYSDEC's SPDES General Permit for Construction Activity (GP-0-20-001), including the following items:
 - Background information about the scope of the project, including the location, type, and size of project,
 - Site map for the project, including a general location map,
 - A description of the soils present at the site, including an identification of the Hydrologic Soil Groups,
 - A construction phasing plan and sequence of operations describing the intended order of construction activities,
 - A description of the minimum erosion and sediment control practices to be installed or implemented for each construction activity that will result in soil disturbance,
 - Maintenance Plan,
 - A description of the pollution prevention measures that will be used,
 - Drawings including a general location map, limits of proposed disturbance, adjacent waterbodies, soil mapping, landscaping and locations and details of erosion and sediment controls,
- B&L will prepare the Draft Notice of Intent (NOI) for submittal to NYSDEC by the City.



- B&L will provide a draft PDF of the full SWPPP, including appendices, for review and comment. The SWPPP will be finalized upon receipt of comments and three (3) bound copies will be provide.

C. Bidding Phase

B&L will provide the following services:

- Assist the City with bidding the proposed improvements. Bid assistance will include preparation of the Advertisement for Bids for publication by the City in its official newspaper, and notify potential bidders of advertisement publication;
- Attend the pre-Bid meeting with interested contractors, and answer in addendum form, any questions raised by bidding contractors;
- Address contractor questions during the bid phase and prepare responses as appropriate; preparing addenda as required and issue the same to prospective bidders;
- Attend Bid Opening;
- Upon receipt of the bids by the City, B&L will tabulate the bids, review the qualifications and references of the apparent low bidder and prepare a recommendation of award to the City; and
- Issue Notice of Award upon the City's direction.

D. Construction Phase Services

1. Construction Administration

Based on an assumed in-field construction duration of 5 months, B&L will provide Construction Administration services as follows:

- Conduct a pre-construction conference with the General Contractor;
- Prepare agenda and meeting notes and distribute to meeting attendees;
- Review shop drawings and submittals for materials and equipment to be incorporated into the project for conformance with the Contract Documents;
- Attend up to 10 bi-weekly Job Progress Meetings with City and Contractor representatives at the work site (or City or B&Ls Office) during the 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;



- Following construction of the project, B&L will conduct a final on-site project review and punch list inspection, issue a Notice of Substantial Completion, and provide completed construction drawings for the new facilities;
- B&L will conduct an inspection of the project site one (1) year following the date of Substantial Completion during the one (1) year guarantee period and advise the contractor in writing of any outstanding guarantee period items that must be addressed; and
- Routinely record deviations from the contract plans, and prepare record drawings using Contractor redline drawings.

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.

It is anticipated that construction of the improvements will require no more than five (5) months for Substantial Completion. A total of 120 hours of part-time on-site observation services has been 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:

- Observe work to determine substantial conformance with contract documents. Any work found to be unacceptable or defective will be rejected or will require corrective action to taken;
- Maintain a project record;
- Review documents and submissions by contractors pertaining to scheduling, and keep the City informed of their acceptability;
- Conduct stormwater inspections in accordance with the SWPPP and prepare the necessary inspection reports; and
- 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 \$3,000 has been estimated for testing of materials during construction.



III. SCOPE OF SERVICES ASSUMPTIONS

The design will be progressed in accordance with USTA Standards (tennis court design) and NYSDEC SWDM 2015 (stormwater design). The scope presented herein is based on the following assumptions:

- Includes four (4) design progress meetings and one (1) public/municipal presentation, either in person or via B&L scheduled video conference;
- City Parks and/or DPW will complete test hole/deep hole excavations around court perimeter for B&L perc tests in support of underdrain and/or green infrastructure design;
- City Parks and/or DPW will remove panel/portion of fencing to allow an access area (8'x 8') for drilling equipment access to courts for subsurface investigation;
- Design will allow for the construction of spectator seating, lighting and/or stormwater practices within the assumed highway boundary / right-of-way limits;
- Overbank flood control and extreme flood control will not be required for stormwater management (i.e., discharge to 5th order waterway).
- Binghamton Parks and Recreation will coordinate with USTA to apply for potential grant opportunities (i.e., blended lines);
- In-field construction duration of 5 months and up to 120 hours of construction observation;
- City to provide Contract front end sections;
- Wicks Law will not apply; assumes a single contract to be bid for General Construction and Electrical work; and
- Separate storm system discharging to a combined sewer in this area of the City.

IV. SCHEDULE

The proposed schedule in **Appendix A** presents preliminary and final design phases, bidding and construction phase services to meet the City's project deadlines.

B&L understands that construction of the tennis court upgrades is to commence in September 2020 and be completed no later than May 2021. B&L also understands that construction for the installation of the ice rink is to be completed by November 2020. In order to achieve these substantial completion dates, deadlines of October 1st and November 1st will be included in the Contract Documents for asphalt and ice rink, respectively.



V. FEE SUMMARY

The proposed fee is summarized in the table below; maximum fee allowances have been shown for each of the proposed subcontracted services.

Tasks A. Preliminary Design Phase, B. Final Design, and C. Bidding Phase shall be billed as Lump Sum amounts as shown in the table below. Engineer's charges for subcontracted services shall be invoiced at cost plus ten percent and shall be in addition to the lump sum payment amount.

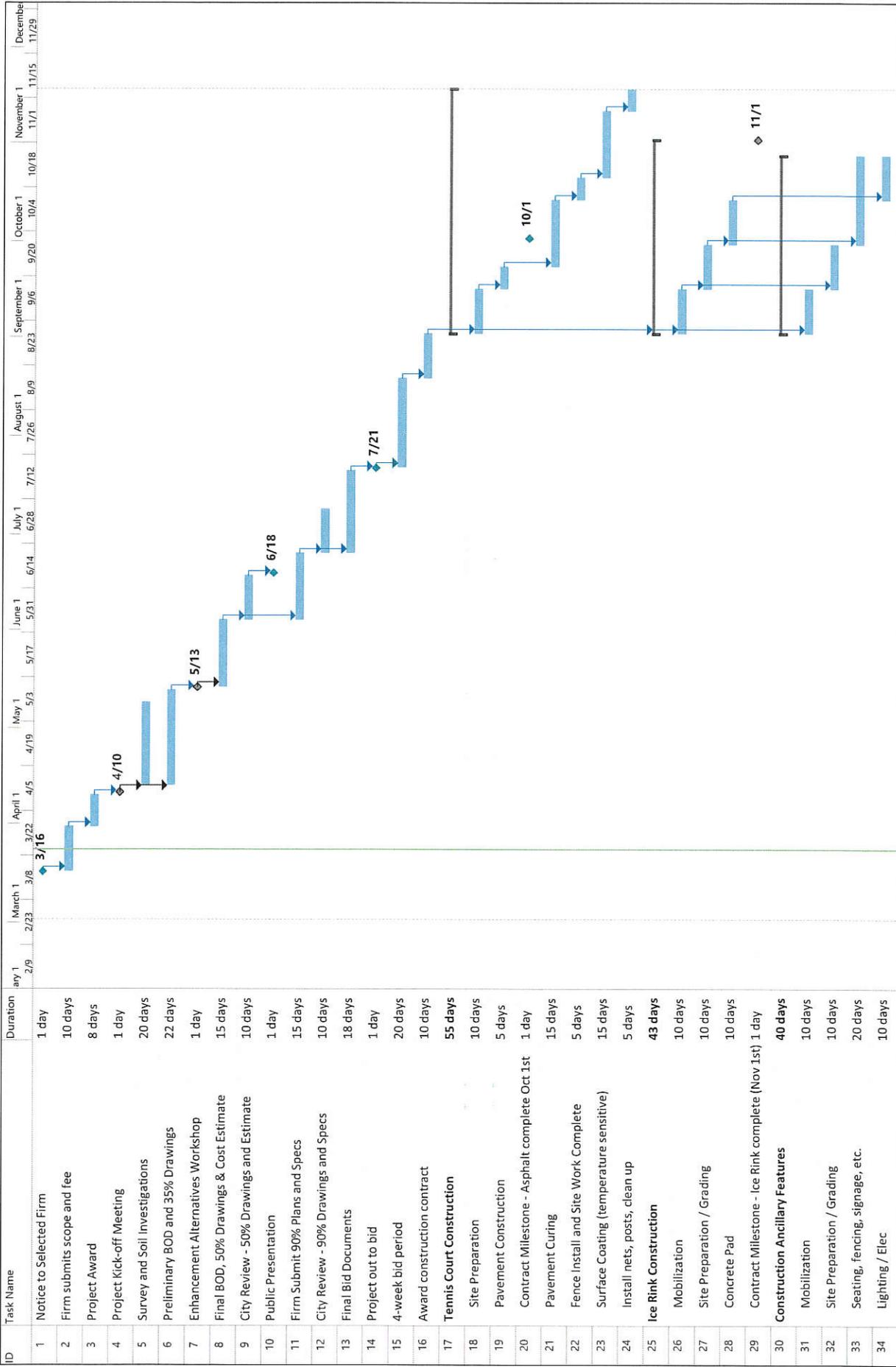
Task C. Construction Phase fee estimate is an amount equal to the cumulative time charged to the Project by each class of Engineer's employees times hourly billing rates then in effect for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's charges for subconsultants, if any. Engineer's charges for subcontracted services shall be invoiced at cost plus ten percent. Engineer's current 2020 Standard Billing Rates schedule is included in **Appendix B**.

The total compensation for services and reimbursable expenses, as listed in the table below, will not be exceeded without authorization of the Owner.

Task	Description	Est. Fee	Billing Basis
A.	Preliminary Design Phase	\$28,000	LS
A. 2.a	Sub Allowance - Survey	\$5,400	Cost + 10%
A. 2.b	Sub Allowance - Soil Borings & Geotech Report	\$7,400	Cost + 10%
B.	Final Design - 60%, 90% and Final Contract Docs.	\$42,700	LS
C.	Bidding Phase	\$8,600	LS
D.1.	Construction Phase – Constr. Administration	\$24,500	T+E
D.2.	Construction Phase – PT Construction Observation	\$15,900	T+E
D.3.	Construction Phase – Third Party Testing	\$3,000	Cost + 10%
Total Fee		\$135,500	

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APPENDIX A
Proposed Project Schedule



ID	Task Name	Duration
1	Notice to Selected Firm	1 day
2	Firm submits scope and fee	10 days
3	Project Award	8 days
4	Project Kick-off Meeting	1 day
5	Survey and Soil Investigations	20 days
6	Preliminary BOD and 35% Drawings	22 days
7	Enhancement Alternatives Workshop	1 day
8	Final BOD, 50% Drawings & Cost Estimate	15 days
9	City Review - 50% Drawings and Estimate	10 days
10	Public Presentation	1 day
11	Firm Submit 90% Plans and Specs	15 days
12	City Review - 90% Drawings and Specs	10 days
13	Final Bid Documents	18 days
14	Project out to bid	1 day
15	4-week bid period	20 days
16	Award construction contract	10 days
17	Tennis Court Construction	55 days
18	Site Preparation	10 days
19	Pavement Construction	5 days
20	Contract Milestone - Asphalt complete Oct 1st	1 day
21	Pavement Curing	15 days
22	Fence Install and Site Work Complete	5 days
23	Surface Coating (temperature sensitive)	15 days
24	Install nets, posts, clean up	5 days
25	Ice Risk Construction	43 days
26	Mobilization	10 days
27	Site Preparation / Grading	10 days
28	Concrete Pad	10 days
29	Contract Milestone - Ice Risk complete (Nov 1st)	1 day
30	Construction Ancillary Features	40 days
31	Mobilization	10 days
32	Site Preparation / Grading	10 days
33	Seating, fencing, signage, etc.	20 days
34	Lighting / Elec	10 days

Project Schedule
Date: Tue 3/24/20

Task
Split
Milestone
Summary

Project Summary
Inactive Task
Inactive Milestone
Inactive Summary

Manual Task
Duration-only
Manual Summary Rollup
Manual Summary

Start-only
Finish-only
External Tasks
External Milestone

Deadline
Progress
Manual Progress

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APPENDIX B

B&L 2020 Standard Billing Rate Schedule

Barton & Loguidice
Billing Rates For Calendar Year 2020



Travel - by common carrier.....at cost
 Travel - by passenger vehicles* IRS published rate for current year
 Subsistence (when overnight away from home office)at cost
 Telephone, outside printing, postage, etc.at cost
 In-house printing Billing rate schedule for printed material
 Sampling - equip. Rental Expendables billing rate schedule for sampling services
 Outside contracted services Cost plus 10%

INDIVIDUAL PRINCIPALS AND TECHNICAL EMPLOYEES AT THE FOLLOWING HOURLY RATES:

TITLE/NAME		RATE
Executive Manager	\$	254.00
Manager IV	\$	218.00
Manager III	\$	195.00
Manager II	\$	183.00
Manager I	\$	168.00
Professional VI	\$	151.00
Professional V	\$	133.00
Professional IV	\$	116.00
Professional III	\$	103.00
Professional II	\$	91.00
Professional I	\$	76.00
Technician VI	\$	126.00
Technician V	\$	120.00
Technician IV	\$	106.00
Technician III	\$	88.00
Technician II	\$	74.00
Technician I	\$	60.00
Construction III	\$	122.00
Construction II	\$	104.00
Construction I	\$	92.00
Technical Assistant III	\$	90.00
Technical Assistant II	\$	76.00
Technical Assistant I	\$	64.00

*Approved IRS mileage rate in effect at time of billing ** Does not include operator



Exp

Legislative Branch

RL Number: 20-74
Date Submitted: 4/1/2020

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: Ray L. Standish, PE

Title/Department: City Engineer / Engineering Dept.

Contact Information: 772-7007, rstandish@cityofbinghamton.com

RL Information

Proposed Title: Supplemental Agreement for additional engineering services associated with repairs to the floor slab and renovation of the fire station in City Hall into office/storage space.

Suggested Content: Authorize the Mayor to enter into a supplemental agreement with Barton & Loguidice for engineering services to renovate the fire station in City Hall into office/storage space and to make repairs to the existing floor slab. Budget line: H1620.525004.21716

City Hall improve
DESIGN/BIDDING - \$29,900 + CI SERVICES - \$9,800 = TOTAL NTE \$39,700

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): R18 - 21

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"/>

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March 27, 2020

Ray Standish, P.E., City Engineer
City of Binghamton Engineering Department
City Hall
38 Hawley Street
Binghamton, New York 13901

Re.: Proposal for Structural Engineering Services
Subj: City Hall Fire Station Renovation
File: 704.3061

Dear Mr. Standish:

Barton & Loguidice, D.P.C. (B&L), is pleased to present the City of Binghamton (City) Engineering Department with this proposal for engineering services to renovate the City's existing Fire Department garage, located in the City Hall building at 38 Hawley Street, Binghamton, New York, to an enclosed space for future City office and light storage use rated for a floor live load capacity of fifty (50) pounds per square foot.

It is B&L's understanding the intent of the project is to develop bid documents for the repair of the Fire Station's existing garage concrete floor, overlay the existing garage floor with a self-leveling cementitious material, and infill the existing overhead door locations with new wall construction. In addition, within the limits of the garage floor to receive a self-leveling material, visible cracks and areas of concrete spalling at the top and bottom sides of the garage floor are to be repaired prior to installation of a self-leveling overlay of the floor.

The following Scope of Engineering Services and Fee are based upon our current understanding of the project.

Scope of Engineering Services

Design Development Phase:

1. Perform a visual inspection and document deteriorated concrete conditions at exposed top and bottom surfaces of the existing garage floor. Visual inspection will review the condition of deteriorated concrete floor areas within the limits of the garage floor that were previously identified by B&L during a site visit conducted on April 24, 2018, and document additional areas of visible floor deterioration that may have developed or worsened since B&L's 2018 site visit.
2. Identify areas of deteriorated concrete floor requiring repair, by mapping conditions of visible surface cracks, delaminations, scaling, and spalling.
3. Perform as-built documentation of the existing overhead garage doors and adjacent exterior wall, garage ceiling, and second floor construction. As-built documentation will be based on B&L's ability to access and document existing construction without destructive removal of concealing materials by B&L.



4. Develop 35% Design Development documents including drawings and technical specification list for garage floor structural repairs, garage floor leveling, and overhead garage door in-fill.
5. Develop an opinion of probable construction costs for the overall project construction based on the 35% Design Development documents.
6. Submit 35% Design Development documents to the City for review and comment.
7. Participate in one (1) 35% design review meeting with designated City staff to review the 35% Design Development documents.
8. Develop 75% Design Development documents including drawings and technical specifications based upon the comments and refinements incorporated during the 35% design review process.
9. Develop an updated opinion of probable construction costs for the overall project construction based on the 75% Design Development documents.
10. Submit 75% Design Development documents to the City for review and comment.
11. Participate in one (1) 75% design review meeting with designated City staff to review the 75% Design Development documents.
12. Develop 95% Design Development documents including drawings and technical specifications based upon the comments and refinements incorporated during the 75% design submission review.
13. Develop an updated opinion of probable construction costs for the overall project construction based on the 95% Design Development documents.
14. Submit 95% Design Development documents to the City for review and comment.
15. Participate in one (1) 95% design review meeting with designated City staff to review the 95% Design Development documents.

Construction Documents Phase:

1. Review comments received from the City as a result of the 95% Design Development submission and incorporate those comments into the final project design. It is anticipated that any comments arising from this review will be minor in nature and will not require changes to the basis of the project design.
2. Develop final Construction Documents incorporating the 95% design comments, including Contract Documents, technical specifications, and Professional Engineer stamped drawings. Drawings will be developed in electronic AutoCAD/Revit format and technical specifications will be developed using a modified CSI format and Microsoft Word processing software.
3. Develop a final opinion of probable construction costs for the project construction based upon the final Construction Documents.

Bidding Phase

1. Complete digital sets of Bidding Documents, drawings, and specifications, including addenda will be made available to potential bidders as a download through an online bidding service. Additionally, one hard copy set of bidding documents will be provided to the City for its use.



2. Attend a pre-bid conference at the project site with the City and potential bidders to answer questions and identify items of clarification by addenda that may be required.
3. Provide technical assistance during bidding, addressing bidders' requests for information (RFIs) and providing addenda as required during the bidding period.
4. Attend one (1) Bid Opening to assist the City with the review and evaluation of the bids received and submit a recommendation for award of the Contract.

Construction Contract Administration Phase

1. Attend a preconstruction meeting with City and the Contractor to review the provision of the Contract as well as the General Conditions and General Requirements for the project.
2. Provide review of Contractor shop drawing submissions for compliance with the Contract Documents.
3. Provide technical assistance to City answering Contractor's questions, RFIs, and assessing claims for additional work.
4. Attend bi-weekly job meetings with designated City staff and the Contractor, taking minutes of the meetings and distributing these meeting minutes to respective attendees. We anticipate six (6) meetings.
5. Provide occasional supplemental site visits to the project site to observe the Contractor's progress and assist the City with coordination of the work progression. We anticipate six (6) supplemental visits.
6. Review and approve Contractor's payment applications and forward them to the City for processing.
7. Conduct a punch list inspection upon substantial completion of the Contract work.
8. Assist the City in the closeout of the project, securing applicable guarantees and project closeout documentation in accordance with the Contract Documents.

Technical Assumptions

1. The engineering services provided by B&L do not include design of any new, or modification of existing mechanical, electrical, and plumbing features associated with the proposed project except as required for floor drain and overhead door operator removals.
2. The engineering services provided by B&L do not include design of repairs of the exterior concrete apron slabs at entrances to the Fire Station Garage.
3. Access to areas of structural and architectural concerns will be made available by the City for the purpose of this assessment and design. Any destructive removal of materials to provide access will be provided by the City.
4. Determination of asbestos containing materials (ACMs) and hazardous materials that may be encountered during design and construction of the project, including the sampling, testing, and reporting process, will be provided by the City.



5. The determination of the project being constructed under one prime general contract or a multi prime contract in accordance with Wick's Law requirements will be determined during the Design Development phase of the project.
6. Normal electrical and water supply at the facility will be available throughout the construction projects for the Contractor's use as either provided by the City or the Contractor, and no design of temporary utility supplies will be required for this project.
7. This proposal is based on the assumption that any changes resulting from each of the review submission milestones will be generally minor in nature, and will not require the redesign of previously completed engineering work. In the event that significant changes become necessary during the design process, B&L will notify the City to negotiate an appropriate adjustment in fee at that time.
8. Anticipated construction period is ninety (90) calendar days.

Fee Proposal

Barton & Loguidice, D.P.C. proposes to provide the Scope of Engineering Services described herein, for a maximum fee of Thirty Nine Thousand Seven Hundred Dollars (\$39,700.00).

The fee breakdown for the proposed Scope of Services is as follows:

<u>Service</u>	<u>Fee</u>	<u>Fee Type</u>
Design and Bidding Phase	\$29,900	Lump Sum
Construction Contract Administration Phase	\$9,800	Time and Expense

At this time, B&L has estimated the Construction Contract Administration Phase Services fee based upon our project understanding and historical experience on similar projects. We propose to work against this amount on a time and expense basis to the extent required and will only invoice for the actual time and expense incurred. Should it become apparent that additional effort beyond this estimated amount be required, B&L will notify the City immediately to discuss an increase in fee prior to proceeding with the additional services.

If this proposal meets with your approval, please provide authorized signature below, and return a copy for our records. Work will commence upon receipt of written authorization from the City of Binghamton. B&L will invoice the City of Binghamton for design services based upon the percent completion of the Scope of Services up to the maximum fee amount. Construction Phase services will be invoiced monthly based upon time and expense incurred up to the maximum fee amount. B&L will not invoice the City of Binghamton above the maximum fee amount without prior authorization.

Ray Standish, P.E., City Engineer
City of Binghamton Engineering Department
March 27, 2020
Page 5



We invite your comments regarding any portion of this Structural Engineering Services proposal and look forward to assisting you with the successful completion of this project.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Matthew Fuller', written over a horizontal line.

Matthew C. Fuller, P.E.
Vice President

DPM/jms

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by City of Binghamton Engineering Department ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Ray Standish, P.E., City Engineer

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: 20-68
Date Submitted: 3/24/2020

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: Charlie Pearsall

Title/Department: BJCJSTP Business Manager

Contact Information: 729-2975

RL Information

Proposed Title: Ordinance to amend the BJCSB 2019 Budget to increase the appropriations for Reimbursement of City of Binghamton Local System Costs from the Joint Sewage budget

Suggested Content: The Board requests the Owners to process legislation to increase the appropriations for Reimbursement of City of Binghamton Local System Costs (J8130.54000.JZ) by \$29,979.87 with the necessary funds being transferred from Reimburse City Debt Service (J8130.54001.JZ)

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"/>



Legislative Branch

RL Number:
20-73
Date Submitted:
4/1/2020

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: Wastewater Treatment Plant Project Management

Contact Information: rblake@cityofbinghamton.com

RL Information

Proposed Title: Approval for Change Order No. 3 in the amount of \$98,535.00. Original

Contract amount was \$639,086.00 - Change Order No. 1 (no cost/no time); Change Order No. 2 -

\$147,954.00. Contract Value prior to this Change Order No. 3 = \$787,040.00 (Koester Associates)

Suggested Content: This change order No. 3 in the amount of \$98,535.00 is for hauling seed sludge

for the Startup of the Sludge Digestion Process; urethane crack injection on the interior of the digesters;

provide new pallet assemblies for the 3 pressure relief valves for Digesters 1, 2 and 3; work on 5

digester recirculation pumps and additional work (detailed description attached). Budget line: HX 8150-500200- JIINN

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"/>

(Const. Serv. non flood)



Prime Contract Change Order

**Contract No. 14 Digester Gas
Collection & Safety Equipment**

Change Order Number: 003

Date: 03/11/2020

To Contractor:

Contract Date: 11/30/2018

Koester Associates, Inc.
Mark Koester
3101 Seneca Turnpike
Canastota, NY 13032

Execution of this change order represents full consideration for any and all costs and time impacts associated with this extra work. Provide all labor, materials and equipment necessary to perform the work as described by the following and attached documents:

Scope of Work:

1. PCO 010: \$3,324 – The Contractor shall have AAI Power-Flo Technologies in Auburn, NY rehabilitate 5 existing VFD's currently located in the Boiler Room of the Digester Control Building. The work shall include the following:
 - a. Remove the panel mounted HOA per the attached Rev. 1 drawing package. In its place, install a red, P-T-T pilot light. Configure 'in auto mode' pilot light to tell operators that remote HOA is in auto mode per the attached mark-up of Drawing EL.
 - b. Add CRMA control relay at bottom of terminal blocks per the attached Rev. 1 drawing package.
 - c. Replace Auto Mode selector switch contacts with CRMA-4 contacts per the attached Rev. 1 drawing package.
 - d. Reinstall new componentry in existing VFD enclosures.
 - e. AAI Power-Flo Technologies shall provide commissioning services for the rehabilitated VFD's.
2. PCO 011: \$12,546 – Provide and install 1 new pressure switch, 2 new gauges and 2 isolation rings for each of 5 digester recirculation pumps in the Digester Control Building. Modifications to adjacent piping is necessary to accommodate this installation.
3. PCO 013: \$3,706 – Due to a delay by others in the completion of the permanent natural gas service to the 4" and 6" waste gas burners pilot lighting system, located on the west side and exterior to the Digester Control Building, the Contractor shall provide propane tank(s) to enable the startup of the waste gas burners. Contractor shall return to the jobsite and make the permanent connections of the natural gas when the gas service is completed and make any necessary adjustments and setting changes.

4. PCO 014: \$11,467 – The Contractor shall provide an estimated nitrogen quantity of 1000 standard cubic feet (scf) to be transported in a nitrogen tanker truck to the Binghamton Johnson City Joint Sewage Treatment Plant (BJCJSTP) facility. The Contractor shall also provide the necessary labor and equipment enabling the purging of Digester #3 in accordance with the Digester Start-Up Plan. Coordinate procedures and interface hook-ups with Jacobs Field Inspection Staff.
5. PCO 015: \$2,310 – Contractor shall relocate an existing 6" digester waste gas plug valve and other existing apparatuses to the east as shown in attached diagram.
6. PCO 016: \$20,592 – Contractor shall provide additional services to haul seed sludge to facilitate the Startup of the Sludge Digestion Process at the BJCJSTP. Also provide all necessary hoses and pumps to reach and connect to BJCJSTP facilities services. The seed sludge shall be loaded at the LeHigh County Industrial Pre-Treatment Plant located at 7676 Industrial Boulevard, Fogelsville, PA 18051 and be transported it to the BJCJSTP at 4480 Old Vestal Road, Vestal, NY 13850.
7. PCO 018: \$1,196 – Provide and Install the new drip traps on the gas mixing manifold for Digesters 1 and 2 on the end flanges to enable enough space for operation of the drip trap and to provide proper maintenance access. The Contractor shall either pull the existing stainless-steel flanges and have them drilled and taped or provide new flanges that are pre-drilled and tapped.
8. PCO 019: \$17,256 – Ground water infiltration in Digester tanks 1 and 2 has been discovered where the vertical tank wall abuts the cone area of the digester. The Contractor shall provide urethane crack injection on the interior of the digesters as follows:
 - a. INJECTION METHOD
 - i. Product to be used in Sealboss 1570.
 - ii. Drill 5/8 holes every foot along concrete crack on a 45-degree angle to intersect the crack. Drill half the thickness of the concrete we are treating.
 - iii. After drilling is complete install a mechanical packer in each 5/8 holes and tighten them to with stand the grout pressure.
 - iv. Inject water through the mechanical packers until water comes out the crack.
 - v. Chemical grout is now injected through the mechanical packers.
 - vi. Once all leaks have stopped and cracks repaired, clean all excess material.
 - b. CONCRETE REPAIR
 - i. Remove any lose material and clean area to be repaired.
 - ii. Install blue board to create expansion line.
 - iii. Utilize Armatec 110 as primer on area to be repaired.

- iv. Utilize Sika 123 over primer in 3" lifts to make repair.
 - v. Trowel final coat smooth.
 - vi. Coat with Carboline Bituminous overcoat to 16 mil to match the rest of digester.
 - vii. Digester No. 1 – repair concrete at joint of wall and cone and inject chemical grout for leak control.
 - viii. Digester No. 2 – inject chemical grout for leak control.
9. PCO 020: \$3,637 – Provide removal of sludge from cone area of digesters 1 and 2.
10. PCO 021: \$2,250 – Provide professional videography services for the training on the Groth Gas Collection and Safety equipment.
11. PCO 022: \$17,351 – Provide new pallet assemblies for adjusting inches of water column for the 3 pressure relief valves for digesters 1, 2 and 3.
12. PCO 023 and PCO 024: \$2,900 – Purge waste gas line for the 4" and 6" waste gas burner piping with nitrogen. Pressure test subterranean both waste gas pipes to check for leaks:
- a. Install saddle clamps and drip traps provided by others. The Contractor is to disconnect the pipeline from the flame arrestor and purge the gas line with an inert gas prior to drilling the 2-inch hole in the bottom of the pipeline.
 - b. Install the saddle taps on the downstream side of the last valve downstream of the new 4 and 6-inch pressure relief and flame trap assemblies.
 - c. Install the drip traps at the saddle taps.
 - d. The Plant will supply the drip traps. Contract No. 13 will provide the 6" saddle tap and this Contractor will provide the 4" saddle tap.
 - e. Testing Procedures: Koester shall use the saddle tap as the testing location for filling the pipe and installing the test pressure gauge. Koester shall test from the flange connection where the Stainless-steel pipe comes up out of the ground and connects to the header for the flame burner and runs East into the building up to the last valve downstream of the new PRV assembly for the Digesters.
 - f. Install an inline test plate at the point of connection between the new stainless-steel waste gas pipe and the existing ductile iron waste gas pipe at the flame burner header. The pressure test shall be a hydrostatic water test at 50 psi for one hour.
 - g. Coordinate venting of gas through the PRV on the Digester roof or by running the microturbines in the Sludge Processing Building to use the available Digester gas.



Prime Contract Change Order

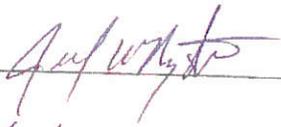
The original Contract Value.....	\$639,086.00
Sum of changes by prior Prime Contract Change Orders.....	\$147,954.00
The Contract Value prior to this Prime Contract Change Order.....	\$787,040.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of...	\$98,535.00
The new Contract Value including this Prime Contract Change Order will be.....	\$885,575.00
The Contract duration will be changed by.....	0 days

Jacobs
 CONSTRUCTION MANAGER
 4500 Old Vestal Rd
 Vestal, NY 13850

Koester Associates, Inc.
 CONTRACTOR
 3010 Seneca Turnpike
 Canastota, NY 13032

By: Jerry Nystrom, P.E.

By: Mark Koester

Signature 
 Date 3/13/2020

Signature 
 Date 3/12/20

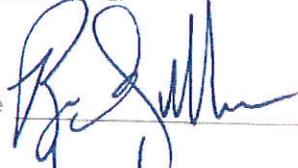
City of Binghamton
 OWNER
 City Hall
 38 Hawley Street
 Binghamton, NY 13901

GHD
 ENGINEER
 1 Remington Park Drive
 Cazenovia, NY 13035

By: Ronald B. Lake, P.E.

By: Bruce Munn, P.E.

Signature _____
 Date _____

Signature 
 Date 3/20/20

35



Prime Contract Change Order

The original Contract Value.....	\$639,086.00
Sum of changes by prior Prime Contract Change Orders.....	\$147,954.00
The Contract Value prior to this Prime Contract Change Order.....	\$787,040.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of...	\$98,535.00
The new Contract Value including this Prime Contract Change Order will be.....	\$885,575.00
The Contract duration will be changed by.....	0 days

Jacobs
CONSTRUCTION MANAGER

4500 Old Vestal Rd
Vestal, NY 13850

By: Jerry Nystrom, P.E.

Signature _____

Date _____

Koester Associates, Inc.
CONTRACTOR

3010 Seneca Turnpike
Canastota, NY 13032

By: Mark Koester

Signature _____

Date _____

City of Binghamton
OWNER

City Hall
38 Hawley Street
Binghamton, NY 13901

By: Ronald B. Lake, P.E.

Signature _____

Date _____

GHD
ENGINEER

1 Remington Park Drive
Cazenovia, NY 13035

By: Bruce Munn, P.E.

Signature _____

Date _____

For Legibility Purposes Only



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 010)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition	<input checked="" type="checkbox"/>	Design Modification	<input type="checkbox"/>	Owner Elected	<input type="checkbox"/>
Owner-Provided Equip.	<input type="checkbox"/>	Permits	<input type="checkbox"/>	Quantity Change	<input type="checkbox"/>

Description:

Rehabilitate 5 existing variable frequency drives (VFD) in the Boiler Room of the Digester Control Building that work in conjunction with the 5 digester recirculation pumps in the Digester Control Building.

Justification:

The existing VFD's were found to be inoperable in their current condition and require rehabilitating.

Recommended:

Jacobs Project Management Co.

Concurrence:

GHD Consulting Services, Inc.

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 010)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$3,324 Time: 0 days

Description:

Rehabilitate 5 existing variable frequency drives (VFD) in the Boiler Room of the Digester Control Building that work in conjunction with the 5 digester recirculation pumps in the Digester Control Building.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 011)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition	<input checked="" type="checkbox"/>	Design Modification	<input type="checkbox"/>	Owner Elected	<input type="checkbox"/>
Owner-Provided Equip.	<input type="checkbox"/>	Permits	<input type="checkbox"/>	Quantity Change	<input type="checkbox"/>

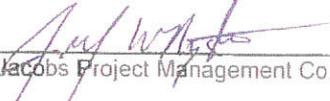
Description:

Install new pressure switches and new gauges associated with the five new recirculation pumps installed by others in the Digester Control Building.

Justification:

The new pressure switches and new gauges are required and were not included in the pump installer's Contract.

Recommended:



Jacobs Project Management Co.

Concurrence:



GHD Consulting Services, Inc

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 011)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$12,546 Time: 0 days

Description:

Install new pressure switches and new gauges associated with the five new recirculation pumps installed by others in the Digester Control Building.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 013)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

Description:

Provide propane gas cylinders to enable startup and commissioning of two waste gas burners located on the west side and exterior to the Digester Control Building prior to the permanent natural gas service becoming available. A supplemental gas service is required by the pilot light system for the new waste gas burners to provide waste gas flame.

Justification:

A temporary work around for lighting the pilot for the waste gas burner is necessary for startup and commissioning of the waste gas system.

Recommended:



Jacobs Project Management Co.

Concurrence:



GHD Consulting Services, Inc.

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 013)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$3,706 Time: 0 days

Description:

Provide propane gas cylinders to enable startup and commissioning of two waste gas burners located on the west side and exterior to the Digester Control Building prior to the permanent natural gas service becoming available. A supplemental gas service is required by the pilot light system for the new waste gas burners to provide waste gas flame.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 014)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

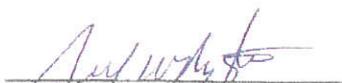
Description:

The Contractor shall provide and introduce nitrogen gas inside Digester No. 3 to purge oxygen from the digester tank membrane inner cover liner prior to commencing the startup / seeding process. This is needed to prevent a potential explosion during the digester startup process.

Justification:

The introduction of nitrogen into the digester is needed to evacuate all oxygen to avoid the risk of explosion during the commencement of the biological seeding process that ultimately produces methane gas.

Recommended:



Jacobs Project Management Co.

Concurrence:



GHD Consulting Services, Inc

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 014)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$11,467 Time: 0 days

Description:

The Contractor shall provide and introduce nitrogen gas inside Digester No. 3 to purge oxygen from the digester tank membrane inner cover liner prior to commencing the startup / seeding process. This is needed to prevent a potential explosion during the digester startup process.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date

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4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 015)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

Description:

Relocate an existing plug valve enabling the valve to shut off digester waste gas at the proper location. The existing valve in its existing location does not provide this capability.

Justification:

Relocation of an existing valve is required to provide the correct orientation and location to properly isolate digester waste gas.

Recommended:


Jacobs Project Management Co.

Concurrence:


GHD Consulting Services, Inc.

3/20/20
Date

45



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 015)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$2,310 Time: 0 days

Description:

Relocate an existing plug valve enabling the valve to shut off digester waste gas at the proper location. The existing valve in its existing location does not provide this capability.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 016)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition	<input type="checkbox"/>	Design Modification	<input type="checkbox"/>	Owner Elected	<input checked="" type="checkbox"/>
Owner-Provided Equip.	<input type="checkbox"/>	Permits	<input type="checkbox"/>	Quantity Change	<input type="checkbox"/>

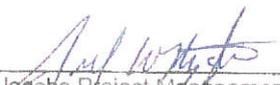
Description:

Provide additional Seed Sludge for Digester No. 3 startup from a second source of supply in addition to that provided by Contract No. 10.

Justification:

Contract No. 10 was unable to deliver Seed Sludge to meet the digester startup date of July 8, 2019, that was a critical date for maintaining and not abandoning the ongoing startup of the biological digestion process. Additional seed sludge was needed from the Contractor to satisfy the Jacobs provided startup plan. The Seed Sludge provided by the Contractor was in addition to what Contract No 10 was Contractually obligated to provide.

Recommended:



Jacobs Project Management Co

Concurrence:



GHD Consulting Services, Inc

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 016)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$20,592 Time: 0 days

Description:

Provide additional Seed Sludge for Digester No. 3 startup from a second source of supply in addition to that provided by Contract No. 10.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date

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**CHANGE JUSTIFICATION
 PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 018)
 CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

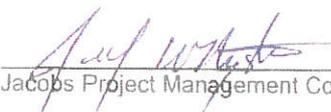
Description:

Provide new drip traps on the digester waste gas manifold.

Justification:

New drip traps were determined to be required to provide a proper and effective installation of the design for the Digester Gas Collection and Safety Equipment implementation in the Digester Control Building. The addition of the drip traps is an improvement to the original design and provides protection of the newly installed equipment.

Recommended:


 Jacobs Project Management Co.

Concurrence:


 GHD Consulting Services, Inc.

3/20/20
 Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 018)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$1,196 Time: 0 days

Description:

Provide new drip traps on the digester waste gas manifold.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/11/2020

Date

50 



4500 Vestal Road
Vestal, NY 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 019)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition	<input type="checkbox"/>	Design Modification	<input type="checkbox"/>	Owner Elected	<input checked="" type="checkbox"/>
Owner-Provided Equip.	<input type="checkbox"/>	Permits	<input type="checkbox"/>	Quantity Change	<input type="checkbox"/>

Description:

Provide additional urethane crack injection to fix water infiltration in Digesters 1 and 2 in the Digester Control Building that is weeping from the exterior of the tanks.

Justification:

Urethane crack injection was provided by the Contractor in executed Change Order 2. After the Contractor evacuated existing sludge from the cone area of Digesters 1 and 2, it was discovered that water was infiltrating where the vertical tank surface met the cone area of the tank. The Engineer determined that this unknown condition needed to be repaired.

Recommended:



Jacobs Project Management Co.

Concurrence:



BHW Consulting Services, Inc

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 019)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$17,256 Time: 0 days

Description:

Provide additional urethane crack injection to fix water infiltration in Digesters 1 and 2 in the Digester Control Building that is weeping from the exterior of the tanks.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 020)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

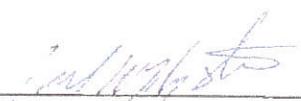
Description:

Evacuate existing sludge from the cone area of Digesters 1 and 2 in the Digester Control Building.

Justification:

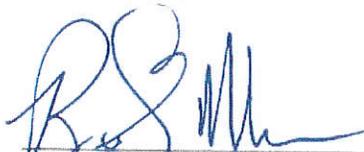
It has become necessary to remove residual sludge from the cone area of the existing Digesters 1 and 2. This is necessary to enable repair of the existing mixing hardware (bubblers) and ready the Digesters for startup and ready the digesters for startup (i.e., introduction of Plant effluent and ultimately seed sludge).

Recommended:



Jacobs Project Management Co.

Concurrence:



BSH Consulting Services, Inc.

3/20/20

Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 020)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$3,637 Time: 0 days

Description:

Evacuate existing sludge from the cone area of Digesters 1 and 2 in the Digester Control Building.

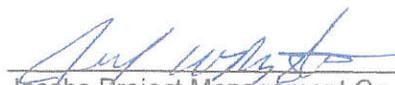
Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 021)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input checked="" type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

Description:

Provide professional videography services for the training on the Groth Gas Collection and Safety equipment.

Justification:

Videography services to record training sessions was not part of the Contractor's base scope of work.

Recommended:


Jacobs Project Management Co.

Concurrence:


GHJ Consulting Services, Inc.

3/20/20
Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 021)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$2,250 Time: 0 days

Description:

Provide professional videography services for the training on the Groth Gas Collection and Safety equipment.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



Jacobs Project Management Co.

3/13/2020

Date



4500 Vestal Road
Vestal, NY. 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 022)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input type="checkbox"/>	Design Modification <input checked="" type="checkbox"/>	Owner Elected <input type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

Description:

Install pressure release valve (PRV) weights to provide the correct inches of water column in the digester dome prior to the digester dome releasing gas to the atmosphere. The specified inches of water column for the original installation, by others, did not provide what is needed.

Justification:

A change to the correct PRV release inches of water column was necessary for proper operation of the digester dome membrane and protection from being over pressurized.

Recommended:

Jacobs Project Management Co

Concurrence:

GHD Consulting Services, Inc

3/20/20
Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

**COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 022)
CONTRACT NO. 14**

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$17,351 Time: 0 days

Description:

Install pressure release valve (PRV) weights to provide the correct inches of water column in the digester dome prior to the digester dome releasing gas to the atmosphere. The specified inches of water column for the original installation, by others, did not provide what is needed.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:


Jacobs Project Management Co.

3/13/2020
Date



4500 Vestal Road
Vestal NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

CHANGE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 023 & 024)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Type:

Changed Condition <input checked="" type="checkbox"/>	Design Modification <input type="checkbox"/>	Owner Elected <input type="checkbox"/>
Owner-Provided Equip. <input type="checkbox"/>	Permits <input type="checkbox"/>	Quantity Change <input type="checkbox"/>

Description:

Purge isolated sections of a 4" and a 6" underground waste gas pipe with nitrogen. Pressure test same section of pipes to determine if this section of pipes holds pressure. In addition, and independent of the leak test, install an additional drip traps on both lines to alleviate condensation from waste gas flame burner from entering waste gas lines interior to Digester Control Building.

Justification:

During normal operation of Digesters in the Digester Control Building, the Plant is experiencing unexplained excessive amounts of water in the waste gas piping. The pressure testing of the pipe and the installation of the drip trap were the corrective measures needed to eliminate water entering the waste gas system for the digesters.

Recommended:


Jacobs Project Management Co

Concurrence:


GHD Consulting Services, Inc.

3/20/20
Date



4500 Vestal Road
Vestal, NY, 13850

Binghamton-Johnson City
Joint Sewage Treatment Plant

COST & SCHEDULE JUSTIFICATION
PRIME CONTRACT CHANGE ORDER NO. 03 (PCO NO. 023 & 024)
CONTRACT NO. 14

To: City of Binghamton	Date: 3/11/2020
Project: Digester Gas Collection & Safety Equipment	
From: Jacobs Project Management Co.	By: Scott Thomas

Change to Cost & Schedule: Amount \$2,900 Time: 0 days

Description:

Purge isolated sections of a 4" and a 6" underground waste gas pipe with nitrogen. Pressure test same section of pipes to determine if this section of pipes holds pressure. In addition, and independent of the leak test, install an additional drip traps on both lines to alleviate condensation from waste gas flame burner from entering waste gas lines interior to Digester Control Building.

Cost Justification:

The Construction Manager has reviewed the Contractor's cost proposal and has found the Time and Material daily reports to be accurate and the materials costs were found to be of fair market value for the region.

Schedule Change Justification:

No changes to the Contract schedule are required.

Recommended Concurrence:



 Jacobs Project Management Co.

3/13/2020

 Date

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Legislative Branch

RL Number:
20-75
Date Submitted:
4/1/2020

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: Wastewater Treatment Plant Project Management
Contact Information: rblake@cityofbinghamton.com

RL Information

Proposed Title: A resolution authorizing additional funds for GHD for Work Order 07 -
\$75,300
Amendment No. 4 in the amount of \$75,536.00 for the BJCJSTP.

Suggested Content: This Amendment No. 4 is to provide additional engineering related to
construction phase services. (Detailed description is attached).

Budget line: HX8150-500100-J11NN (Prof. Serr. Non Flood)

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"/>

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March 31, 2020

Mr. Lake, P.E.
Project Manager
Wastewater Treatment Plant Project Mgmt.
City Hall
38 Hawley Street
Binghamton, NY 13901

Re: WO 7-Amendment #4

Dear Mr. Lake:

Thank you for considering this Work Order 07-Amendment #4 to provide additional engineering related to construction phase services.

To meet the needs of the project closeout, we discussed increasing GHD hours for specific tasks and for specific GHD personnel. These tasks are:

- Witnessing testing and start-up
- Answering contractors' question (in the field to mitigate delays)
- Assisting with contract document interpretation
- Completing substantial completion and final completion inspections

The specific personnel who will provide these services are listed below and have been with the project since the beginning. They offer continuity in making efficient decisions related to construction issues.

- Preston Leister (Field Representative)
- Eric Dienst (Project Engineer)
- John LaGorga (Field Representative and Principal Engineer)

GHD's current remaining budget allows for \$8,170 per week for engineering related to construction phase services. This Work Order 07-Amendment #4 is for additional hours (and fee) beyond GHD remaining budget to meet the needs of the project closeout. These additional hours and fees are summarized below.

Additional Hrs/Fee April - June	Hourly Rate	Additional Hours	Additional Fee
Leister	\$110.00	150	\$16,500.00
LaGorga	\$170.00	280	\$47,600.00
Dienst	\$100.00	112	\$11,200.00
			\$ 75,300.00

The total proposed Work Order 07-Amendment #4 fee is \$75,300. These additional hours will be used as needed through the duration of the project to witness testing and startup and alike. They are in addition to GHD remaining budget can be used at the direction of the City to complete the project as needed.

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We look forward to successfully closing-out this project with the City by the end of the summer 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. LaGorga". The signature is fluid and cursive, written over a light grey background.

GHD CONSULTING SERVICES INC.
John J. LaGorga, P.E.
Principal



EXP

Legislative Branch

RL Number: 20-69
Date Submitted: 3/24/2020

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: Jared M. Kraham

Title/Department: Office of the Mayor

Contact Information: (607) 772-7001

RL Information

Proposed Title: A RESOLUTION AUTHORIZING A BLDC EMERGENCY LOAN PROGRAM FOR CITY OF BINGHAMTON BUSINESSES WITH 50 EMPLOYEES OR LESS IMPACTED BY THE CORONAVIRUS (COVID-19) PANDEMIC

Suggested Content: See 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): _____

	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"/>	

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A RESOLUTION AUTHORIZING A BLDC EMERGENCY LOAN PROGRAM FOR CITY OF BINGHAMTON BUSINESSES WITH 50 EMPLOYEES OR LESS IMPACTED BY THE CORONAVIRUS (COVID-19) PANDEMIC

WHEREAS, the City of Binghamton and the Binghamton Local Development Corporation (“BLDC”) have entered into a Subrecipient Agreement whereby the BLDC agrees to comply with certain loan guidelines; and

WHEREAS, the coronavirus (COVID-19) pandemic has had and will continue to have a negative impact on City of Binghamton small and mid-size businesses with 50 employees or less; and

WHEREAS, the BLDC is dedicated to economic development in the City; and

WHEREAS, the BLDC wishes to implement an emergency loan program for City of Binghamton businesses: (i) with 50 employees or less impacted by the coronavirus (COVID-19) pandemic, (ii) for an interest free loan up to \$15,000 for 12 months, (iii) with potential to extend the loan at regular interest rates, and (iv) that such loan program will be administered by the BLDC Finance Committee; and

WHEREAS, City Council wishes to authorize this loan program.

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

RESOLVE that the BLDC is authorized to implement an emergency loan program for City of Binghamton businesses: (i) with 50 employees or less impacted by the coronavirus (COVID-19) pandemic, (ii) for an interest free loan up to \$15,000 for 12 months, (iii) with potential to extend the loan at regular interest rates, and (iv) that such loan program will be administered by the BLDC Finance Committee.



Legislative Branch

RL Number: 20-70
Date Submitted: 3/25/2020

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: Jared M. Kraham
Title/Department: Office of the Mayor
Contact Information: (607) 772-7001

RL Information

Proposed Title: A Resolution authorizing the Mayor to enter into an agreement with
for use of FY45 HOME CHDO funding for rehabilitation of 3 King Ave., 32 Hayes St. and 76 Park Ave.

Suggested Content: CE8689.533802.CEY45 CHDO — \$100,000

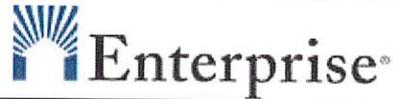
Additional Information

- 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"/>

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<h1>Grant Agreement</h1>	
<p>Enterprise Community Partners, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044 Main: 410-964-1230</p>	<p>Grant #: 18SG1219 Type of Action: Award Effective Date: 01/01/2019 Grant Amount: \$ 1,200,000.00 Period of Performance: 01/01/2019 - 12/31/2020</p>
<p>Enterprise Contact: Diane Westcott Phone: 202-403-8006 Email: dwestcott@enterprisecommunity.org</p>	
<p>Grantee Name and Address: Broome County Land Bank Corporation 60 Hawley Street 5th Floor Binghamton, NY 13901 Main: (607) 778-6001</p>	<p>Contact Information: Margaret Scarinzi Executive Director (607) 778-6001 mscarinzi@co.broome.ny.us</p>
<p>Disbursement Details and Special Conditions <i>(in case of conflict between Special Conditions and the Standard Terms and Conditions, the Special Conditions shall control):</i></p> <p>Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D (due diligence checklist) in the NYS Land Bank Terms and Conditions. Grant Proceeds will be disbursed in quarterly installments as set forth in NYS Land Bank Program Terms and Conditions.</p> <p>Grantee is required to submit final insurance documents before Grant Proceeds are disbursed.</p>	

Enterprise Community Partners, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, MD 21044 Main: 410-964-1230 Fax: 410-772-3057	Grant #: 18SG1219 Type of Action: Award Effective Date: 01/01/2019 Grant Amount: \$ 1,200,000.00 Period of Performance: 01/01/2019 - 12/31/2020
This grant agreement sets forth the agreement between the parties and consists of the following documents which are attached and made a part hereof: Disbursement Form; NYS Land Bank Terms & Conditions; Grant Agreement This Grant Agreement also includes any modification(s) that may be subsequently executed by the parties.	

By signing below, Broome County Land Bank Corporation or its authorized representative hereby understands and agrees to the terms and conditions set forth in this agreement and the attached documents:

For: Broome County Land Bank Corporation

Signature: Margaret Scarinzi

Name & Title: Margaret Scarinzi, Executive Director Date: March 26, 2019

For: Enterprise Community Partners, Inc.

Signature: Kristen Risch
DocuSigned by:
4C28553059B04FD...

Name & Title: Kristen Risch, Vice President, Solutions Operations Management Date: 3/26/2019

For: Enterprise Community Partners, Inc.

Signature: Sally Hebner
DocuSigned by:
1A1B8E8B4B6E459...

Name & Title: Sally Hebner, SVP & Chief Financial Officer Date: 3/26/2019

NYS LAND BANK PROGRAM TERMS AND CONDITIONS FOR GRANT AGREEMENT

Purpose of Agreement

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in Exhibit A (also referred to from time to time as the "Work Plan") associated with Grantee's participation in the NYS Land Bank Program (also known as the "Program"), which activities are in furtherance of Enterprise's exempt purposes, and set forth in Exhibit A. From time to time, Grantor and Grantee are collectively referred to as the "Parties" and each individually, a "Party".

Grant Proceeds Disbursements

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed and delivered this Agreement to Enterprise and upon Enterprise's receipt and approval of all items required under Exhibit D hereto (due diligence checklist). Grant Proceeds will be disbursed in quarterly installments. Each disbursement following the initial disbursement will be tendered once Enterprise has received and reviewed the items listed in the Requisition Checklist attached under Exhibit C. The payments shall be based on the estimated needs for the upcoming quarter as stated in the project budget, and will factor in adjustments made for unspent funds or unmet deliverables from the prior quarter. The initial disbursement will be based on initial estimates of need for the quarter. Each quarterly payment must be within ten percent (10%) of the estimate provided in the program budget for that quarter. Each payment subsequent to the first shall be made to the Grantee within thirty (30) calendar days following Enterprise's receipt and approval of all required program, financial and data reports as described under this Agreement, including the Requisition Checklist. Payments will be tendered to Grantee upon a finding by Enterprise, in its sole discretion that the Grantee has substantially complied with the reporting requirements set forth in this Agreement. Grantee shall also submit all required reports/documentation to Enterprise with its disbursement requests or disbursement will be delayed or withheld. Disbursement requests and corresponding reports must be submitted within ten (10) business days following the end of the prior quarter.

Authorized Uses and Expenditures of Grant Proceeds

The Grant Proceeds are only to be used for the activities specified in the Work Plan and in accordance with the budget set forth in Exhibit A. If Grantee deviates from the Program requirements or Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Equal Opportunity

The Grantee represents that, in conducting the activities described in this Agreement, the Grantee shall not and will not discriminate in its activities and operations on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state or local law. The Grantee also agrees that it will act with the highest professional standards.

Sanctions

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. None of the Grantee, any of its parent entities or subsidiaries or, to the knowledge

of the Grantee, any director, officer, agent, employee or affiliate of the Grantee or any of its parent entities or subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (or any successor thereto) ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), and the Grantee will not directly or indirectly use the Grant Proceeds, or lend, contribute or otherwise make available such proceeds to any parent entity, subsidiary, affiliate, joint venture partner or other person or entity (i) to fund any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. By signing this Agreement, Grantee represents that neither the Grantee nor any principal of Grantee, nor any person or entity owning a direct or indirect interest in or having a direct control over Grantee is a person or entity that is named as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets control at its official website: <http://www.treas.gov/ofac/t11sdn.pdf>.

Grantee represents and warrants to Enterprise that, in connection with the use of the Grant, and generally in its dealings with Enterprise, Grantee shall not directly or indirectly deal with a person, entity or any other party (including official or de facto authorities) that are:

- (a) located, domiciled, resident, incorporated or operating in a country/region subject from time to time to any sanctions and/or trade embargoes administered by any Sanctioning Authority, as well as any other country notified by Enterprise as a "Sanctioned Country" (which currently are the Crimea Region, Cuba, Iran, North Korea, Sudan and Syria); or
- (b) subject to any sanctions lists administered by authority responsible for the administration of sanctions and embargoes in the United Nations, the European Union, Switzerland, United States (Office of Foreign Assets Control of the US Department of Treasury) and in any other applicable country notified from time to time by Grantor (each a "Sanctioning Authority"); or
- (c) owned or controlled by a person, entity or any other party as defined in (a) or (b) above,

(collectively, "Restricted Parties") and that neither it nor its directors, officers, agents or employees are Restricted Parties.

Nondiscrimination; Compliance with Fair Housing Act and Equal Credit Opportunity Act

Grantee shall not discriminate in its activities and operations in connection with this Agreement on the basis of age, race, creed, ethnicity, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by the United States federal, state, or local law or regulation. Grantee expressly agrees not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

Grantee shall require any Subrecipient, Subcontractor, sub-Subrecipient or Sub-Subcontractor receiving Grant Proceeds to comply with the obligations set forth in this section, including by providing their express agreement not to use Grant Proceeds for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, or any regulation promulgated thereto.

Compliance with Law and Prohibited Uses

Grantee shall comply with all federal, state, and local laws and regulations related to its performance or fulfillment of any acts, duties or obligations referred to under this Agreement or otherwise generally applicable to Grantee and its organization and activities.

Anti-Corruption/Bribery

Grantee represents and warrants that it is familiar with and is in compliance with the Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. § 78dd-1, et seq.) (as amended) and shall not engage in any form of bribery, collusive practice or any other form of corruption, nor will it extort, solicit, receive, offer, promise or give any undue financial or other advantage, directly or indirectly, in connection with any of its dealings with Enterprise. Furthermore, Grantee nor any person acting on its behalf shall authorize the giving of, offer, or give anything of value to any official or employee of the government or any state-owned entity, any agent or representative of the foregoing, or any other person (including any Enterprise employee, contractor or agent) to improperly obtain, retain, or direct business or any improper advantage for or to any person.

Lobbying and Political Activity

Grantee shall not use any funds disbursed to it under this Agreement for any political campaign or to influence the outcome of any election, to carry on propaganda, to lobby or otherwise attempt to influence legislation or the outcome of any specific public election, to carry on directly or indirectly, any voter registrations drive or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.

Organizational Capacity, Subcontracting and Subgrants

- A. The Grantee represents that it currently possesses or will obtain all expertise and personnel necessary to undertake and execute the Work Plan in a manner that is satisfactory to Enterprise. The Grantee agrees to immediately report changes in staffing, management and administration funded by this Agreement to Enterprise. Grantee shall exercise a standard of care consistent with industry standards in the performance of its duties and obligations under this Agreement.
- B. The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any contractor, subcontractor, consultant or other entity it enters into an agreement with to provide services funded in connection with this Agreement (referred to as "Subcontractor(s)"). The Grantee must demonstrate to Enterprise that it has reviewed the financial and performance background of any Subrecipient and Subcontractor. All Subcontractors and Subrecipients must comply with the requirements set forth under Exhibit E hereto.
- C. The Grantee shall incorporate by reference into any of its contracts with Subcontractors (the "Subcontracts") or with Subrecipients ("Subgrants"), the Subcontractor or Subrecipient, as applicable, performance obligations under this Agreement and any and all applicable sections, subsections or attachments, including, without limitation, all representations, warranties and covenants. All sub-Subcontracts and sub-Subgrants shall include all such applicable sections, which shall be binding on all sub-Subcontractors and sub-Subrecipients.
- D. Enterprise reserves the right, in its reasonable discretion, to approve or require the removal of any Subcontractor or Subrecipient selected by the Grantee to provide services funded by this Grant. Enterprise may consider such Subcontractor's or Subrecipient's experience, size, staff capacity, reputation and any other factors that Enterprise deems appropriate.
- E. Nothing in this Agreement shall create an independent right of action by a Subcontractor, a Subrecipient or any

third-party contractor against Enterprise, nor provide such Subcontractor, Subrecipient or third-party contractor with beneficiary status with respect to Enterprise. Furthermore, nothing in this Agreement shall create an independent right of action by the Grantee against any contractor of Enterprise. The parties acknowledge that no contractual relationship shall be deemed to exist between any Subrecipient, any Subcontractor or third-party contractor and Enterprise.

- F. The Grantee shall take full responsibility for the acts and omissions of its Subcontractors and Subrecipients. The Grantee agrees not to enter into any Subcontracts, or revisions to Subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of Enterprise, and Enterprise shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Grantee to enter into the Subcontract.
- G. Grantee shall not enter into any Subgrant until it has received the prior written permission of Enterprise.
- H. When a Subcontract is executed, the Grantee must provide detailed Subcontract information (a copy of the Subcontract will suffice) to Enterprise within fifteen (15) calendar days after execution. Enterprise may request from the Grantee copies of subcontracts between a Subcontractor and its subcontractor(s).
- I. When a Subgrant is executed, the Grantee must provide detailed Subgrant information (a copy of the Subgrant will suffice) to Enterprise within thirty (30) calendar days after execution. Enterprise may request from the Grantee copies of agreements between a Subrecipients and any sub-subrecipients.
- J. Grantee shall not make any disbursements to its Subcontractors or Sub-Grantees for work performed by such parties without a duly executed contract, invoices, receipts or other appropriate supporting documentation evidencing such party's work and services ("Supporting Documentation"). In any sub-subgrants or sub-subcontracts between Grantee and its Sub-Subrecipients and Sub- Subcontractors, as applicable, Sub-Subrecipients and Sub- Subcontractors shall not make any disbursements to their respective sub-subrecipients and/or sub-subcontractors without adequate Supporting Documentation.

Representations and Warranties.

Grantee represents and warrants that:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation;
- b. It has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder;
- c. The making and performance by it of this Agreement have been duly authorized by all necessary action and will not violate any provisions of applicable law or regulation, any provision of its charter or by-laws (or comparable, constituent documents) or any order of any court or regulatory body and will not result in the breach of, or constitute a default or require any consent under, any agreement, instrument or document to which it is a party or by which it or any of its property may be bound or affected;
- d. All authorizations, consents, approvals and licenses of, and filings and registrations with, any governmental authority required under applicable law or regulations for it to make and perform this Agreement have been obtained and are in full force and effect; and

- e. This Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

The foregoing representations and warranties shall remain in full force as of the date hereinabove and on each date that a disbursement of Grant funds is made to Grantee or its designee pursuant to this Agreement.

Reports

Until such time as all of the Grant proceeds have been expended by Grantee, Grantee shall submit to Enterprise on a quarterly basis, no later than ten (10) days after the end of the applicable calendar quarter, progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes of the prior quarter. Grantee shall also submit to Enterprise the applicable items set forth under Exhibit C on a quarterly basis, no later than ten (10) days after the end of the applicable calendar quarter. Progress reports must include all of the information set forth under Exhibit C. Grantee shall submit to Enterprise on a quarterly basis, no later than ten (10) days after the end of the prior quarter, a status report of all properties planned for development, in-progress and completed for the prior quarter. Within thirty (30) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. Such report shall also contain a financial report of expenses incurred during the prior quarter. The report should include significant program achievements and all problems encountered during the Period of Performance.

Within ten (10) calendar days of any request by Enterprise, Grantee will provide Enterprise with an attestation confirming Grantee is in compliance with the terms of the Agreement.

The Grantee shall retain and be prepared to provide the following records should they be requested by Enterprise at any time during the Period of Performance:

- I. Personnel/fringe charges verified with payroll records. Copies of payroll records from the contract start date must identify the individuals and positions supported by the Grant. Salaries that are compensated by Grant funds, in whole or in part according to approved semi-annual cash flow plans (or approved substitutions by Enterprise), must be consistent with personnel item titles that were stated in budget summaries.
- II. Supporting documentation for all non-salary expenditures. All expenses charged to the Grant must be recorded on a quarterly expenditure report and organized separately by budget categories. The Grantee shall retain these documents for a period of six (6) years following the termination of this Grant and furnished upon request by Enterprise.

Grantee shall provide Enterprise, within five (5) days of written request therefor (which written request may be provided via e-mail) such other information and documentation as Enterprise may reasonably request with respect to Grantee or its Subcontractors, or any Subrecipient.

Inspection; Right to Audit/Record Retention

Grantee agrees that Enterprise may monitor, and conduct an evaluation of, project operations during the Period of Performance. This may include meetings with your staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a) accurate records documenting its performance of the Work Plan including the reports described above, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of ten (10) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection and making copies, excerpts and transcripts of same by Enterprise, Enterprise's grantor, or their respective auditors, during business hours and upon reasonable written

request except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe, in connection with any audit, investigation, dispute, litigation or preparation for filings required to be submitted by Enterprise or Enterprise's grantor as required under applicable law and regulations. Grantee agrees to make internal and third party audit staff available to Enterprise or Enterprise's grantor, during business hours (except in the event of an emergency or in the event Enterprise's grantor requires an audit on a more expedited timeframe and upon request, to discuss matters relating to the books and records of the Grantee or any third parties collaborating with Enterprise, Enterprise's grantor in connection with the Grant.

Modifications and Amendments

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance, or budget revision resulting in a change in the salary line or a transfer in the budget. Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee. Grantee must request and receive written approval by Enterprise for any addition or deletion of a Program activity, alteration of existing approved activities, extension of the Period of Performance, or changes in budget line items over 10% of the original line item amount.

Confidentiality

The Grantee agrees to keep this Agreement and any documents received from the Grantor in connection with this Agreement and the Grant Proceeds and the terms and conditions of this transaction confidential, except to the extent necessary to comply with applicable law or by direction of Enterprise and provided further that Grantee may disclose terms of this Agreement to Grantee's Representatives, Subrecipients and to Subcontractors, only to the extent such disclosure is necessary to Grantee's work under this Agreement, the use of such information is limited to the performance of the services described under this Agreement and all parties receiving Confidential Information agree to be bound by the confidentiality restrictions set forth herein. The term "Confidential Information" means any and all proprietary confidential or non-public information in any form obtained by a receiving party or its personnel, employees, subcontractors, subrecipients or agents in its performance of this Agreement. All recipients of Confidential Information shall use exercise extreme care to take all measures which are reasonably necessary in order to maintain and protect the confidentiality of the information compiled by or provided to the Grantee in the scope of its work under this Agreement. Furthermore, Grantee, Grantee's Representatives, Subrecipients and Subcontractors shall not disclose any terms and conditions relating to the Prime Grant (i.e., Enterprise's source of funding for the Grant Proceeds) to any third party. The Parties' obligations under this section shall survive termination of this Agreement. For purposes of this section, "Representatives" shall mean either Grantor's or Grantee's directors, officers, employees, auditors and legal counsel. Grantor agrees to keep Confidential Information that it receives under this Agreement confidential, except to the extent necessary to comply with applicable law or court order and provided further that Grantor may disclose the terms of this Agreement to its Representatives. Furthermore, for the avoidance of doubt, Enterprise may share the reports delivered by the Grantee pursuant to this Agreement with Grantor's Representatives and its prime grantor and Enterprise may publicize the Grant, Grantee, Subrecipient and any subcontractor in press releases, press conferences or internal or external publications or other communications as Enterprise may deem appropriate in its sole discretion.

Should Grantee determine that disclosure of Confidential Information is required by law, Grantee will provide Enterprise reasonable advance notice (at least ten (10) business days) to the extent such notice is permitted by law, so that Enterprise may take any steps it deems necessary to protect its rights and interests, including seeking relief through court action.

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Use of Information

- A. The Grantee grants Enterprise the right to use the data and information provided to them by the Grantee for purposes deemed appropriate by Enterprise.
- B. Unless Enterprise designates otherwise in writing, all information or data and all other documents generated or collected by the Grantee and solely related to the scope of its work under this Agreement shall be deemed to be the property of Enterprise and Enterprise's grantor. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made other than for the purposes identified in this Agreement without permission of Enterprise. Consistent with these provisions, the Grantee shall have the right to keep and use all copies of its work product and all information, training materials, procedures, and other performance related work and documentation adapted for use by Grantee, any Subrecipient, or Subcontractor in the normal course of its work.

Notification of Significant Occurrences

- A. If any specific event or conjunction of circumstances threatens the successful completion of the Work Plan, in whole or in part, including where relevant, timely completion of the activities/deliverables (as described in the program budget, the "Deliverables") or other requirements, the Grantee agrees to submit to Enterprise within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- B. The Grantee shall immediately notify in writing Enterprise of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Grantee or any Subrecipient or Subcontractor funded through this Agreement, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of the project; any destruction of property; significant damage to the physical plant of the Grantee; or other matters of a similarly serious nature. The Grantee shall, in addition, promptly report to Enterprise the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Grantee, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Grantee's business. Such report shall be made within five (5) business days following the Grantee becoming aware of such events, investigation, or audit.

Default and Remedies

It shall be an event of default ("Event of Default") hereunder if (i) Grantee misappropriates funds under this Agreement or commits fraud regarding grant funds entrusted to its custody, (ii) Grantee fails to observe or perform any other material term, covenant or condition contained in this Agreement, including without limitation, the affordability requirements set forth under the Land Acquisition and Construction Rider hereto or failure to remedy circumstances threatening the successful completion of the Work Plan (as described under "Notification of Significant Occurrences" above), and such failure continues unremedied for a period of fifteen (15) days after written notice thereof has been given to Grantee by Grantor specifying such default and requiring it to be remedied or, if such failure is not reasonably capable of being remedied within such 15-day period, Grantee has not commenced remedial action and is not proceeding with diligent efforts to remedy such failure as determined by Grantor in its reasonable discretion, (iii) a Grantor, in its sole discretion, determines that Grantee is not likely to complete the Work Plan or any substantial component thereof in a timely manner; (iv) Grantee or any executive, director, chief operating officer or key employee is convicted of a felony, (v) Grantee has made a material misrepresentation to the Grantor under this Agreement or under its response to Grantor's Request for Proposals in connection with the Grant Proceeds, (vi) the occurrence of a material change in the management, ownership interests or business operating condition of Grantee that is reasonably likely to result in a material adverse effect on Grantee's ability to perform hereunder; (vii) a material adverse change occurs in Grantee's

financial condition, (viii) upon the institution by or against Grantee in a bankruptcy proceeding, (viii) Grantee commits malfeasance in its conduct contemplated by this Agreement, (ix) Grantee or any executive, director, chief operating officer or key employee commits gross negligence, willful misconduct and/or fraud as it pertains to this Agreement and/or the Grant and/or (ix) the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Upon the occurrence and during the continuance of an Event of Default beyond the expiration of all applicable notice and cure periods: (i) Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan or any part thereof, (ii) Enterprise may terminate this Agreement, and/or (iii) Enterprise may demand that any Grant Proceeds unexpended by Grantee be returned to the Grantor and the Grantee shall so return the funds within three (3) business days of demand therefor (iv) Enterprise may demand that any Grant Proceeds that were misappropriated or otherwise deployed by Grantee in any manner other than as expressly permitted under this Agreement be returned to Grantor within three (3) business days of demand therefor and (v) Enterprise may seek, or appoint a designee to seek, any other remedies available to the Grantor at law or in equity, including the specific performance by the Grantee of its obligations hereunder. If Enterprise determines that Grantee is in breach of any Anti-Corruption/Bribery or Sanctions provisions above, Enterprise may terminate this Agreement immediately, without any further obligation or liability to Grantee and may disqualify Grantee from receiving any other grants or financing from Enterprise in the future. In addition, if Enterprise's grantor undertakes any action to terminate, suspend or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and Enterprise's obligations hereunder will cease.

Upon termination, Grantee shall provide Enterprise with a final report as described above within three (3) days of the termination date.

The rights and remedies of Enterprise under this Agreement are not exclusive and are in addition to any other rights and remedies provided by law or equity. Enterprise's rights and remedies hereunder shall survive the termination of this Agreement.

Survival

Except to the extent set forth to the contrary under this Agreement, the terms and conditions of this Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) the date the Work Plan is completed.

Indemnification

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents and employees from and against any and all third party costs, losses, actions, liability, demands, claims, damages and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee, any Subrecipient or Subcontractors or of any of their respective employees or agents except to the extent any such costs, liability, demands, claims, damages or expenses result from Grantor's gross negligence or willful misconduct. The Grantee shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee, any Subrecipient or Subcontractor pursuant to this Agreement. Grantee's obligations under this section shall survive termination of the agreement.

The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or

agent of Enterprise, nor make any claim, demand or application to or for any right based upon any different status.

Release

Neither Enterprise, nor any of its affiliates, officers, directors, employees, consultants or advisors (the "Enterprise Parties") shall be liable to Grantee, Subrecipients, the Subcontractors, their respective officers, directors, employees, contractors, consultants, tenants or advisors or to the (the "Grantee Parties") for any liability of any kind (including, without limitation, any liability under tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, indirect, exemplary, special, incidental, or consequential damages, punitive losses, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of this Agreement, nor shall the Enterprise Parties be required to indemnify or insure the Grantee Parties against any such liability. Grantee is solely responsible for its construction costs, day-to-day operations and methods and schedules. Notwithstanding the foregoing, in the event Enterprise misappropriates Grant proceeds hereunder or commits fraud with respect to the handling of Grant funds in its custody, Enterprise's monetary liability to Grantee hereunder shall be limited to the amount that is determined to have been so misappropriated, subject to the prior rights of Enterprise's grantor.

Conflicts of Interest

Except for approved eligible administrative and personnel costs shown in the budget (Exhibit B hereto), none of Grantee's designees, agents, members, officers, employees, consultants or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds, and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds, or in any activity, or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure. The Grantee will not hire any person who has any direct or indirect financial interest that would conflict with performing the services contemplated under this Agreement.

Notices

Any notice or communication given under this Agreement shall be in writing and delivered by hand or mailed by first class mail (confirmed by email or fax), postage prepaid (mailed notices shall be deemed given three (3) Business Days after mailing) or reputable courier, or by e-mail with a hard copy sent by one of the methods identified above, to the addresses set forth under the cover page of this Agreement.

Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of New York, as appropriate, or Federal District Court, with venue in the United States Court for the Southern District of New York and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

Nonwaiver

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power or remedy upon default at any later time or times.

Personal Information Protection

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction. "Personal Information" means any information concerning a natural person which, because of name, number, symbol, mark or other identifier, can be used to identify the individual.

Special Conditions

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project, provided, however, that Grantee shall not issue any public statements regarding the Grant or this Agreement without Enterprise's prior written consent.

Third Party Beneficiaries

Except to the extent set forth under the Prime Grant, nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto or their upon any person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the Parties, superseding all prior agreements, either oral or written.

Assignment

Grantee may not assign this Agreement without the written consent of Enterprise.

Severability

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. Signatures delivered by facsimile transmission or scanned and delivered by email shall be treated for all intents and purposes as originals.

Construction Rider

In the event Grant Proceeds are expended to fund the acquisition, rehabilitation, improvement, or demolition of real property, Grantee shall comply with the terms and conditions set forth under the Land Acquisition and Construction Rider hereto.

LAND ACQUISITION AND CONSTRUCTION RIDER

- A. At least one month prior to the expected start of the start of any demolition, construction, or rehabilitation, the Grantee shall submit to Enterprise a package of all relevant due diligence, including appraisals, market studies, environmental reports, financial pro-formas (including estimated affordability levels at completion), evidence of property coverage and information on development team capacity. Work may not begin without Enterprise's written approval.
- B. The Grantee represents, warrants and covenants that any construction, demolition or rehabilitation of real property performed in connection with this Agreement shall be in compliance with all applicable laws, rules, restrictions, orders and regulations, including but not limited to, environmental laws and regulations and locally accepted construction practices. In addition, The Grantee will make its best effort to meet Enterprise Green Communities criteria: <http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>
- C. The Grantee represents, warrants and covenants that any foreclosed upon or blighted residential property acquired or developed with Grant Proceeds must be purchased at a price that does not exceed the current value of the site, based on an independent appraisal or Broker Price Opinion.
- D. The Grantee represents, warrants and covenants that, satisfactory completion of an environmental review in compliance with the scope and limitations of ASTM Practice E 1527-05 Phase I Environmental Site Assessment standard prior to the release of Enterprise funds for the project. For single family properties, not adjacent to uses that may have an environmental impact, a National Environmental Policy Act (NEPA) review in accordance with HUD Environmental Standards, in particular a review of toxic or hazardous substances and radioactive materials in similar scope to HUD Notice 79-33, and a review of siting for HUD-Assisted Projects near Hazardous Operations, pursuant to 24 CFR 51 C, will be accepted in lieu of a Phase I Environmental Site Assessment. If a NEPA review cannot be performed, Enterprise may accept, at its discretion, a review performed by an environmental officer in the local jurisdiction referencing history or evidence of spills, evidence of tanks, vegetation damage, flood plain, noise abatement/control issues in the area, presence of lead and asbestos, and other environmental risk factors. The officer must state that there is no evidence of hazardous materials, contamination, chemicals, gases, or other environmental risk factors.
- E. The Grantee represents, warrants and covenants that the price to homebuyers or rents to tenants for homes or other units financed with Grant funds will not exceed the cost to acquire and redevelop/rehabilitate the home plus an administrative fee and related costs. A minimum of 80% of units in Grantee's project must serve residents with incomes at 100% AMI or below; this restriction applies for at least ten years from the initial date of occupancy. The Grantee shall incorporate this restriction into those deeds transferring any real property or any leases or other instruments conveying real property benefiting from this Agreement; the Grantee will obtain written approval to the proposed restrictive covenants from Enterprise prior to the use thereof.
- F. The Grantee represents, warrants and covenants that in the case of home ownership units, the price for selling homes to households shall not exceed the actual costs to acquire and redevelop/rehabilitate the home, subject to AMI guidelines outlined under Section (E) above, plus any developer fee (as described under section (G) below.
- G. The Grantee represents, warrants and covenants that any developer or administrative fees or profits (i.e. proceeds of sale less total development costs) which accrue to Grantee, its affiliates and/or any third party entity

hired by Grantee for development of the units must be capped at 15% of development costs, including all hard and soft costs and that broker fees, if any, shall be capped at 6% of sales price of the property.

H. The Grantee represents, warrants and covenants that in the event that Enterprise approves Grantee's receipt of profits in excess of permissible profits outlined under Section (G) above, Grantee agrees to deploy such funds solely on development activities related to the acquisition or rehabilitation of other properties acquired by Grantee.

I. The Grantee represents, warrants and covenants that:

- i. it, and its Subrecipients, Subcontractors, will maintain all industry standard insurance, as deemed appropriate by Enterprise, throughout the duration of this Agreement; and that
- ii. neither it nor any of its Subrecipients, or any of its Subcontractors will engage in any construction, demolition or rehabilitation in connection with this Agreement without having first provided all those items listed in the Grantee Due Diligence Checklist (enclosed under Exhibit D) hereto to Enterprise.

J. The Grantee represents, warrants and covenants that, prior to disposition, it will address any lien or encumbrance of any variety on any real property benefitting from the Grant governed by this Agreement.

K. The Grantee agrees to comply with the requirements set forth under Exhibit E below for all Subrecipients and Subcontractors hired to undertake any construction, demolition and/or rehabilitation activity funded in connection with this Agreement.

LIST OF EXHIBITS

- Exhibit A – Work Plan
- Exhibit B – Program Budget
- Exhibit C – Quarterly Payment Requisition Checklist
- Exhibit D – Grantee, Subrecipient and Subcontractor Due Diligence Checklist
- Exhibit E – Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

**NYS Land Bank Program
Exhibit A - Work Plan**

BROOME COUNTY LAND BANK CORPORATION

Line Item	Deliverables / milestones by end of grant period	Narrative description
Staffing	Hire one part-time administrative assistant and retain one full-time executive director	Executive director, Margaret Scarinzi, who is a Broome County employee 100% dedicated to the LB - made possible through an Admin Services Agreement with Broome County. LB will conduct a search for a part-time administrative assistant, who will play a hands-on role in coordinating the LB's activities. will conduct a search for an administrative assistant, who will play a hands-on role in coordinating the LB's activities.
Professional Services		Professional services include labor costs (Total OAG Portion) in the amount of \$117,660 for the Executive Director and likely addition of part-time administrative assistant, as well as projected legal fees and audit costs for the duration of the contract.
Professional Services Contract		Professional Services Contract expenses might include website work/improvements, consultant fees for possible update of strategic plan, etc.
Demolitions	Demolish up to 5 structures throughout Broome County	The BCLBC Demolitions program will continue to have a county-wide focus. Demolition of each structure is expected to occur three months after acquisition. Demolition contractors will be selected through a request for bids. Costs associated with demolition include asbestos surveys, demolition contractor cost, asbestos abatement, air monitoring and site restoration. Disposition of vacant lots will most likely be through the BCLBC Side Lot Program.
Rehabilitation	Rehabilitate between 4-5 residential properties (likely a mix of single and two-family homes) within the City of Binghamton	In an effort to encourage homeownership, between 4-5 residential properties within the City of Binghamton will be rehabbed for sale as affordable housing opportunities. Rehabilitation is expected to start within three months after acquisition. BCLBC will be contracting with the First Ward Action Council (FWAC) as its co-developer. As co-developer, FWAC will issue requests for proposals from contractors, oversee the project and assist with the homeownership program. Single-family homes will be sold at 80% AMI, with the two-family homes being sold at 100% AMI. BCLBC is in discussion with the City and FWAC to access other sources of funding (HOME, CDBG, etc.) for use during construction or to subsidize the sales price to make it more affordable. Costs associated with rehabilitation include asbestos surveys/lead testing, architect/engineering, construction, asbestos/lead removal.
Acquisition	Acquire as many as 7 structures, up to 5 for demolition and up to 2 for rehab (3 rehab homes have already been purchased using CRI Round 3 funds)	The structures will be acquired mainly through the County foreclosure process. Demolition properties will be acquired from the County for \$1. Rehab property purchase prices will be negotiated by BCLBC and County, like with the County forgiving a portion of the back-taxes.

NYS Land Bank Program
 Exhibit B - Program Budget
 BROOME COUNTY LAND BANK CORPORATION

Activity	Total OAG	2019 Q1		2019 Q2		
		Activity / Deliverable / #	OAG Funds	Total Funds	Activity / Deliverable / #	OAG Funds
Administration						
Salary / Benefits	-		469	469		469
Computers / IT / Marketing / Office Supplies	3,750		12,150	33,456		7,500
Professional Services- Co. Admin Fee, Legal, Audit	157,235	Audit and Admin Exp	5,500	5,500		28,806
Insurance - D&O, GL	15,000	GL Renewal	1,125	1,125		1,125
Professional Services Contract	9,000		2,150	2,150		500
Travel & Trainings, Program/Association Dues, Contingency	7,300					
Demolition						
Soft Costs (Environ Consult, Insurance)	25,000					
Construction Costs (abatement, demolition, site work)	95,000					12,500
Expected Dispositions	-					
Rehabilitation						
Soft Costs (legal, Insurance, Appraisal, Environ Consult, Dev Fee)	270,050	Insurance/Enviro Testing (3 properties)	4,589	4,589	Project/Air monitoring (3 properties)	17,090
Construction Costs (Asbestos/lead removal, rehab constr, site work)	597,660				Abatement/Lead removal (3 properties)	60,464
Expected Sales/Dispositions	-					
Other	-					
Acquisition	20,005				Acquire demo properties (3 properties)	3
	-					
	-					
	-					
Total	1,200,000		25,983	47,289		99,651
						130,957

NYS Land Bank Program
 Exhibit B - Program Budget

BROOME COUNTY LAND BANK CORPORATION

	2019 Q3		2019 Q4		2020 Q1	
	Activity / Deliverable / #	OAG Funds Total Funds	Activity / Deliverable / #	OAG Funds Total Funds	Activity / Deliverable / #	OAG Funds Total Funds
Administration						
Salary / Benefits		469		469		469
Computers / IT / Marketing / Office Supplies						
Professional Services- Co. Admin Fee, Legal, Audit		7,500	Admin and Legal Exp	22,563	Audit and Admin Exp	26,715
Insurance - D&O, GL		1,125	D&O	2,000		33,606
Professional Services Contract				1,125		
Travel & Trainings, Program/Association Dues, Contingency		500		500		1,125
Demolition						
Soft Costs (Environ Consult, Insurance)						
Construction Costs (abatement, demolition, site work)		47,500				2,150
Expected Dispositions						
Rehabilitation						
Soft Costs (legal, insurance, Appraisal, Envir Consult, Dev Fee)						
Construction Costs (Asbestos/lead removal, rehab constr, site work)		33,756	Dev Fee/Legal Expenses	79,589	Ins/Testing (1-2 properties)	4,589
		119,184	Constr expenses (3 properties)	119,184		
Expected Sales/Dispositions						
Other					Sale of homes: 3	
Acquisition			Acquire rehab properties (1-2 properties)	20,000	Acquire demo properties (2 properties)	2
Total		210,034		245,430		35,050
		236,590		283,736		41,941

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NYS Land Bank Program
 Exhibit B - Program Budget
 BROOME COUNTY LAND BANK CORPORATION

	2020 Q2		2020 Q3		2020 Q4	
	Activity / Deliverable / #	OAG Funds Total Funds	Activity / Deliverable / #	OAG Funds Total Funds	Activity / Deliverable / #	OAG Funds Total Funds
Administration						
Salary / Benefits		469		469		469
Computers / IT / Marketing / Office Supplies						
Professional Services- Co. Admin Fee, Legal, Audit		21,915		21,915		36,977
Insurance - D&O, GL		5,500		5,500		2,000
Professional Services Contract		1,125		1,125		1,125
Travel & Trainings, Program/Association Dues, Contingency						
Demolition		500		500		500
Soft Costs (Environ Consult, insurance)		12,500				
Construction Costs (abatement, demolition, site work)		22,500		52,500		
Expected Dispositions						
Rehabilitation						
Soft Costs (legal, insurance, Appraisal, Envir Consult, Dev Fee)		17,090		33,756		79,589
Construction Costs (Asbestos/lead removal, rehab const, site work)		60,463		119,184		119,184
Expected Sales/Dispositions						
Other						
Acquisition						
		119,562		224,449		239,842
		136,453		236,590		246,735

EXHIBIT C

Quarterly Payment Requisition Checklist

Each of these reports should be for the present quarter only unless otherwise noted. Within ten (10) business days following the end each calendar quarter please submit the following:

- Expense Report (for entire program budget). This report should detail how all project funds were spent. Any unspent funds and collected interest accruals should also be noted.
- Summary of actual expenses and activities/deliverables completed. This summary should be in the same format as the program budget projections for the quarter.
- Budget request and updated activities/deliverables for the upcoming quarter. This request should simply be a revised program budget projection for the upcoming quarter. It should be in the same form as the program budget originally submitted.
- A written narrative describing in further detail the activities and milestones achieved, as well as challenges encountered, during the last quarter, and expected activities and milestones for the upcoming quarter. The narrative should be no more than two pages in length.
- Hiring report. Resume and job description for Grantee staff positions filled during the quarter.
- Updated project status spreadsheet

EXHIBIT D

Due Diligence Checklist

Work Plan Documents
<ul style="list-style-type: none"> Completed and signed/dated Disbursement Request Form Side letter and request letter from a local jurisdiction requesting the use of funding
Organizational Documents (for Grantee, Subrecipient and Subcontractors, as applicable)
Certificate of Incorporation (Certified)
Bylaws
Certificate of Good Standing (w/in 90 days)
Certificate of Incumbency / Officer's Certificate
Board Resolution
W9
Conflict of Interest Policy Adopted by Board of Directors
Insurance (for Grantee Subrecipient and Subcontractors, as applicable)
<p>Certificate of Insurance (ACORD 25)* evidencing <u>Grantee's/ Subrecipient's Commercial General Liability Insurance</u> in amounts not less than:</p> <ul style="list-style-type: none"> \$1,000,000 per occurrence/ per location or per project aggregate (for more than one loc), \$2,000,000 in the annual aggregate, \$2,000,000 products/completed operations aggregate <ol style="list-style-type: none"> naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u>; Deductible should be no more than \$5,000. Must include list of exclusions No warranties Endorsements should include: <ol style="list-style-type: none"> Additional Insured including premises operations and Product/Completed Operations Waiver of Subrogation 30-day notice of cancellation

Certificate of Insurance (ACORD 25) evidencing <u>Grantee's/ Subrecipient's/Subcontractor's Worker's Compensation Insurance</u> (in amounts consistent with state statutory requirements), and naming ENTERPRISE COMMUNITY PARTNERS, INC. as <u>Certificate Holder</u> . Named Insured must be Grantee's full legal name.
Certificate of Insurance (ACORD 25) evidencing <u>Grantee's/ Subrecipient's/Subcontractor's Auto Insurance</u>
- in amount not less than \$1,000,000, for all owned, non-owned and hired automobiles. If no owned autos, coverage may be extended from the CGL policy.
- Waiver of Subrogation
- 30 day notice of cancellation endorsement
- naming ENTERPRISE COMMUNITY PARTNERS, INC. as an <u>Additional Insured</u> with Primary Non-Contributory language.
<u>Evidence of Property Insurance</u> - to be furnished prior to commencing work on any property
-

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Grantee's full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:

ENTERPRISE COMMUNITY PARTNERS, INC.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044

* No later than thirty (30) days from the date hereinabove, Grantee shall purchase general liability coverage meeting the requirements above in which Grantee is the named insured.

EXHIBIT E

Minimum Standards for Demolition, Rehabilitation, or New Construction Contractors

All general contractors hired with Grant funding must meet the following minimum criteria:

- Be legally licensed in governing jurisdiction(s)
- Demonstrated prior experience in the rehabilitation or construction of housing in accordance with applicable codes, standards, rules, and regulations, including references from at least three relevant construction or rehabilitation projects within the past five years.
- Use of responsible and licensed subcontractors
- Satisfactory bank reference
- Evidence of insurance in accordance with the requirements set forth below
- Appropriate certifications by general contractor or sub-contractor for all lead-based paint and asbestos activities
- Transparent and effective system for tracking costs and lien releases
- Acceptable ratings as provided by Dun & Bradstreet credit check, if applicable and if DUNS number is available

General Contractors and sub-contractors may not participate if they have a recent history of the following:

- Local, State, or Federal tax arrears
- Labor violations
- Arson, fraud, bribery, or grand larceny conviction or pending case
- A record of substantial building code violations or litigations on property controlled by the contractor or by any entity or individual that comprises the contracting entity
- Formal debarment or suspension from entering into contracts with any governmental agency or other notification or ineligibility for or prohibition against bidding or proposing on government contracts
- Denial of a contract based on any obligation to, or unsatisfied judgment or lien held by, a governmental agency

Contractor Insurance

Evidence of Environmental Pollution Liability (usually provided by the contractor doing remediation, if applicable)

- \$1,000,000 limit to new construction projects or demolition
- naming the GRANTEE and ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured with Primary Non-Contributory language.

Certificate of Insurance (ACORD 25) evidencing Contractor's Commercial General Liability Insurance [applies to any contractor] in amounts not less than \$1,000,000 per occurrence/ per location, \$2,000,000 in the annual aggregate, \$2,000,000 products/completed operations aggregate naming ENTERPRISE COMMUNITY PARTNERS, INC. as an Additional Insured; Grantee's full legal name should also be listed as Additional Insured.

Certificate of Insurance (ACORD 25) General Contractor's Auto Named Insured must be full legal name, evidencing amounts not less than \$1,000,000 naming ENTERPRISE COMMUNITY PARTNERS, INC. as Certificateholder.

REQUIREMENTS FOR ALL INSURANCE:

- Carrier must be rated "A-" or higher in the AM Best Guide with a Financial Size Category of at least VI,
- Named Insured must be Grantee's full legal name,
- Policy must be current, not expired, and include all endorsements
- Certificate must be signed by an authorized representative of the insurance carrier,
- Additional Insured/ Certificate holder/ (as required below) must appear as:
ENTERPRISE COMMUNITY PARTNERS, INC.

70 Corporate Center, 11000 Broken Land Parkway, STE 700, Columbia MD 21044

For the purposes of insurance certificates, "Contractor" refers to any entity that contracts with Grantee.

A note on General Liability Insurance: Commercial General Liability insurance naming Enterprise as additional insured is required for all Grantees, as well as of any party responsible to complete the scope of work, directly or indirectly. By way of example, if the Grantee is reliant on one or more development partners to complete rehabilitation or construction work and the development partners in turn will be contracting with a general contractor, then both the development partners and the general contractor will be required to name Enterprise as additional insured on their Commercial General Liability insurance.

**Enterprise Community Partners, Inc.
Disbursement Request Form**

BACKUP DOCUMENTATION REQUIRED

Check for Payment by Check
 Check for Payment by Wire

Grant Number: 18SG1219
Budget Modification #: 0
Grantee Name: Broome County Land Bank Corporation
Address: 60 Hawley Street 5th Floor
City, State, Zip: Binghamton, NY, 13901
Contact Name: Margaret Scarinzi
Telephone Number: (607) 778-6001
E-mail Address: mscarinzi@co.broome.ny.us

Bank Name:
Bank Wire ABA:
Beneficiary Account #:
Beneficiary Account Name:
Beneficiary Street Address:
Beneficiary State and Zip:

Period of Performance: 1/1/2019 through 12/31/2020

Billing Period:
 (should match period of Activity Report) through

	Budget	Current Request	Total Amount Previously Requested	Available Budget
Other Direct Costs				
				\$ -
				\$ -
				\$ -
				\$ -
Other Direct Costs	\$ 1,200,000.00			\$ 1,200,000.00
Total Other Direct Costs:	\$ 1,200,000.00	\$ -	\$ -	\$ 1,200,000.00
Budget Total:	\$ 1,200,000.00	\$ -	\$ -	\$ 1,200,000.00

Certification: I certify that we are seeking reimbursement only for expenses incurred according to the terms of the grant agreement. All supporting documentation for expenses is maintained at our office and will be made available for review by Enterprise at any time.

 Typed of Printed Name and Title

 Signature of Grantee's Authorized Certifying Official

 Date

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Legislative Branch

RL Number:
20-72
 Date Submitted:
3/27/2020

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: Leighton Rogers
Title/Department: City Clerk
Contact Information: 772-7005

RL Information

Proposed Title: Sale of 125 Conklin Ave to Park Diner LLC for \$11,000

Suggested Content: TBD by Corporation Counsel

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 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"/>



OFFICE OF THE CITY CLERK • CITY OF BINGHAMTON

John Matzo, City Council President
Leighton Rogers, City Clerk

OFFER TO PURCHASE

Please complete the below application, and submit this document to the City Clerk for consideration. Please note that if such sale is approved, the Applicant will be liable for all filing fees associated with the transfer of this property.

PROPERTY INFORMATION

Street Address of Property: 125 Conklin Ave
Tax Parcel Identification Number:
Current Use of Property: [] Residential [] Commercial [] Mixed Use [x] Vacant Lot
Offered Purchase Price: \$11,000.00
Do you wish to opt-out of the free tree planting service? [x] Yes [] No

Please describe the intended use of the property. The inclusion of a map or illustration depicting the intended use of the property will expedite the review process.

EXTENDED PARKING FOR OUR BUSINESS NEXT DOOR PARK DINER

APPLICANT INFORMATION

Applicant Name: PARK DINER LLC JAMES & CHRIS PAPASTRAT
Mailing Address: 119 Conklin Ave, BING NY 13903
Telephone Number(s): 607-765-7275
Email Address: CPAPASTRAT1@GMAIL.COM

Please list any other properties owned by the Applicant located within Broome County.

I hereby certify that the above information is a true account of my intended purchase and use of City-owned property. I understand that upon approval of any such sale, any deviance from the agreed-upon terms and conditions may result in the termination of such agreement through legal proceedings.

Signature: [Handwritten Signature]

Date: 3-05-20



Legislative Branch

RL Number:

20-83

Date Submitted:

4/3/2020

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: Aviva Friedman

Title/Department: Councilmember, 4th District

Contact Information: 772-7236

RL Information

Proposed Title: AN ORDINANCE AMENDING THE CODE OF THE CITY OF BINGHAMTON

TO PROVIDE TEMPORARY HOUSING RELIEF AND STABILITY TO OCCUPANTS FACING

EVICTON AND FORECLOSURE DURING COVID PANDEMIC

Suggested Content: See attached. TBD Corporation Counsel

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 Planning MPA PW/Parks Employees Rules/Special Studies

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RESOLUTION NO. _____

April 1, 2020

**RESOLUTION CALLING FOR ISSUANCE OF TEMPORARY MORATORIUM
ON EVICTIONS AND FORECLOSURES DURING STATE OF EMERGENCY**

WHEREAS, The World Health Organization (“WHO”) has declared the COVID-19 outbreak a global pandemic, defined as the worldwide spread of a new virus for which most people do not have immunity; and

WHEREAS, On March 7, 2020, New York Governor Andrew Cuomo declared a state of emergency based on COVID-19; and

WHEREAS, As of April 1, 2020, there were over 87,000 documented cases of COVID-19 within the State of New York; and

WHEREAS: Both Governor Cuomo and the New York State Department of Health have issued declarations banning non-essential employees from work and limits on public gatherings, as well as recommendations on social distancing, staying home if sick, canceling or postponing large group events, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, On March 20, 2020 Governor Cuomo issued an executive order placing a 90-day moratorium on evictions in the state; and

WHEREAS, Over half of tenants in New York State are rent-burdened during typical economic conditions. In addition, one in four New York homeowners pay more than 30% of their income in housing costs, which is above the widely accepted benchmark of housing affordability. As a result of the state of emergency and the government-recommended precautions, many New Yorkers have experienced sudden income loss, and further income impacts are anticipated, leaving residents vulnerable to eviction or foreclosure; and

WHEREAS, Housing stability is crucial in a public health emergency in which containment and treatment rely on individuals staying indoors and not being forced to seek shelter or experience homelessness.

THEREFORE, BE IT RESOLVED, Upon passage of this resolution, a temporary moratorium on evictions will exist in the City of Binghamton until a period of 30 calendar days longer than the current New York State temporary moratorium on evictions; and

BE IT FURTHER RESOLVED, During this moratorium no warrants of eviction or orders of eviction will be issued by the City of Binghamton Court on the basis of non-payment, or for any other reason not directly related to an immediate or imminent substantial risk to inhabitants of a specific premises; and

BE IT FURTHER RESOLVED, This eviction moratorium also applies to residents who are living in shelters, who are particularly vulnerable to homelessness

BE IT FURTHER RESOLVED, During this moratorium no orders of foreclosure will be issued by the City of Binghamton Court on the basis of non-payment; and

BE IT FURTHER RESOLVED, During this moratorium, all City of Binghamton law enforcement agencies will cease execution of all eviction and eviction orders and warrants, including those previously issued but not yet executed; and

BE IT FURTHER RESOLVED, That after the termination of the moratorium and prior to issuance of any non-payment eviction judgements, the City of Binghamton Court will provide a period of 180 calendar days to tenants to cure any rent payment in arrears, provided that rent payments made post moratorium remain current.

BE IT FURTHER RESOLVED, That after the termination of the moratorium and prior to issuance of any judicial foreclosure judgements, the City of Binghamton Court will provide a period of 180 calendar days to residential property owners to cure any mortgage payment in arrears, provided that mortgage payments made post moratorium remain current.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Governor Andrew Cuomo, New York State Senator Fred Akshar, New York State Assemblymember Donna Lupardo, Senate Housing Chair Brian Kavanagh, and Assembly Housing Chair Steven Cymbrowitz.

Introduced: _____

Seconded: _____

Approved: _____

_____, Mayor



Legislative Branch

RL Number:

20-84

Date Submitted:

4/3/2020

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: Angela Riley

Title/Department: Councilmember, 3rd District

Contact Information: 772-7165

RL Information

Proposed Title: AN ORDINANCE AMENDING THE CODE OF THE CITY OF BINGHAMTON TO PROVIDE EMERGENCY HOUSING FOR HOMELESS RESIDENTS DURING COVID PANDEMIC

Suggested Content: See attached. TBD Corporation Counsel

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 Planning MPA PW/Parks Employees Rules/Special Studies

RESOLUTION CALLING FOR EMERGENCY HOUSING FOR THE HOMELESS POPULATION DURING STATE OF EMERGENCY

WHEREAS, The World Health Organization (“WHO”) has declared the COVID-19 outbreak a global pandemic, defined as the worldwide spread of a new virus for which most people do not have immunity; and

WHEREAS, On March 7, 2020, New York Governor Andrew Cuomo declared a state of emergency based on COVID-19; and

WHEREAS, As of April 1 2020, there were over 83,000 documented cases of COVID-19 within the State of New York; and

WHEREAS, Both Governor Cuomo and the New York State Department of Health have issued declarations banning non-essential employees from work, closing schools, and limits on public gatherings, as well as recommendations on social distancing, staying home if sick, canceling or postponing large group events,, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, Over 92,000 New Yorkers are documented as homeless, and conditions within shelters are documented as unable to follow health guidelines; and

WHEREAS, Housing stability is crucial in a public health emergency in which containment and treatment rely on individuals staying indoors and not being forced to seek shelter or experience homelessness.

THEREFORE, BE IT RESOLVED, Upon passage of this resolution, all unoccupied units within properties owned by City of X which provide lodging or have the capability to provide lodging shall be utilized to house residents residing in shelters during the duration of the state of emergency; and

BE IT FURTHER RESOLVED, if additional housing is required, all unoccupied units within commercially licensed establishments which provide lodging shall be utilized to house residents residing in shelters during the duration of the state of emergency; and

BE IT FURTHER RESOLVED, Such lodging shall be funded by the City of X to ensure the health and safety of all residents; and

BE IT FURTHER RESOLVED, During the next 30 days, the City of X will develop a comprehensive plan which which transitions temporarily placed residents into transitional or permanent housing and defines how City of X owned property will be converted from transitional or temporary housing into permanent housing for residents in shelters to in order to ensure the health, safety, and well being of all residents; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Governor Andrew Cuomo, New York State Senator X, New York State Assemblymember X, Senate Housing Chair Brian Kavanagh, and Assembly Housing Chair Steven Cymbrowitz.

Introduced: _____

Seconded: _____

Approved: _____

_____, Mayor

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