



LEGISLATIVE BRANCH ▪ CITY OF BINGHAMTON

Chris Papastrat, City Council President

Leighton Rogers, City Clerk

CITY COUNCIL WORK SESSION AGENDA City Council Work Room, 38 Hawley St, Binghamton 6pm Monday, April 18, 2016

The Work Session begins at 6:00pm. Times for RL(s)/Topics are approximate only and items may be considered earlier or later.

Time	Committee	Chair	RL(s)/Topic	Pages	Presenter
6:00pm	Finance	Mihalko	RL16-098: Supplemental Agreement No. 3 with Shumaker Consulting on the Chenango River Trail Connection Project, PIN No. 9009.24m for Right of Way Acquisitions RL16-099: Supplemental Agreement No. 2 for LaBella Associates on the Rehabilitation of the S. Washington St. Bridge, PIN 9753.96, for Construction Support and Construction Inspection RL16-100: Supplemental 2 with the NYSDOT on S. Washington St. Pedestrian Bridge Project, PIN No. 9753.96, for Construction Management and Construction Supervision	1-26; 30-47	Ray Standish
6:15pm	MPA	Matzo	*RL16-097: Pursuant to the Code of the City of Binghamton Section 203-2.G Authorizing Removal of the Building at 45 Bevier St	27	Ken Frank
6:30pm	-----	-----	Discussion: Traffic Board Minutes	28-29	Lee Rogers
6:45pm	-----	-----	Discussion: Pending Legislation	-----	Council President

COMMITTEE REPORTS

**Please Expedite for Next Business Meeting*



Legislative Branch

RL Number:
16-098
Date Submitted:
4/15/16

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 Standish, P.E.
Title/Department: City Engineer - Engineering Dept
Contact Information: 607-772-7007

RL Information

Proposed Title: Resolution to Approve Supplemental Agreement No. 3 with Shumaker Consulting on the Chenango River Trail Connection Project, PIN No. 9009.24, for Right of Way Aquisitions

Suggested Content: Supplemental Agreement No. 3 with Shumaker Consulting on the Chenango River Trail Connection Project, PIN No. 9009.24, is for related costs for Right of Way acquisitions. Cost Supplemental No. 3 is \$20,116.00. The NYDOT will reimburse the City 73.99%, up to 20,000, with Federal money. Funding available in line H7110.525047.51809 - Chenango River Trail Connection

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): R09-086

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"/>

March 24, 2016

Mr. Ray Standish, P.E.
City Engineer
City of Binghamton
38 Hawley Street, 3rd Floor
Binghamton, NY 13901-3775

**Re: PIN 9009.24 – Chenango Trails Connection Project
City of Binghamton, Broome County
Supplemental Agreement No. 3 – Curb Ramp Evaluation/Design/Justification & Recording
Fees for Right-of-Way Acquisitions**

Dear Mr. Standish:

Shumaker Consulting Engineering and Land Surveying, D.P.C. (SCE) is submitting this supplemental agreement for the above referenced project for services performed beyond our scope of services.

These services include:

- New York State Department of Transportation (DOT) ED 15-004 ADA Compliant Facilities in Construction as per an e-mail from the DOT dated December 14, 2015.
- Payment of Recording Fees for Right-of-Way acquisitions as per e-mail from the City dated January 20, 2016.

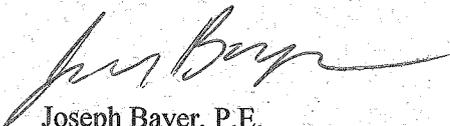
ED 15-004 requires that all existing curb cuts within the project area be evaluated for compliance with the Americans with Disabilities Act (ADA). SCE's additional effort included, survey, mapping, evaluation, plan revisions, coordination with DOT and City and justification of all curb cuts that will not be made compliant within the project area.

Recording Fees were paid by SCE on March 22, 2016 in the amount of \$740.00.

Please contact this office if you have any comments or questions regarding fees, contract, and/or the scope of services provided. If this is acceptable to you, please execute both copies of the attached supplemental agreement and return one (1) copy to this office at your earliest convenience.

Very truly yours,

**SHUMAKER CONSULTING ENGINEERING
& LAND SURVEYING, D.P.C.**



Joseph Bayer, P.E.
Senior Managing Engineer

JB/sls

Enclosures

**Architectural/Engineering
Consultant Agreement: Supplemental Agreement No. 3**

PIN(S) 9009.24 Municipal Contract No. _____

Agreement made this _____ day of _____ by and between

City of Binghamton
(municipal corporation)

having its principal office at 38 Hawley Street, in the City of Binghamton (the "Municipality")

and

Shumaker Consulting Engineering & Land Surveying, D.P.C. with its office at
143 Court Street, Binghamton, NY 13901 (the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of State (DOS) and the New York State Department of Transportation (NYSDOT) identified for the purposes of this agreement as the Chenango Trails Connection Project (as described in detail in Attachment A annexed hereto, the "Project") the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the _____, _____, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

- Agreement Form – This document titled "Architectural/Engineering Consultant Agreement: Supplemental Agreement No. 3;
- Attachment "A" – Project Description and Funding;
- Attachment "B" – Supplemental Agreement

Lump Sum Cost Plus Reimbursables

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/AMOUNT OR PERCENTAGE	INTERIM PAYMENTS
ITEM I	<p>A Lump Sum paid to Consultant for the scope of services hereunder, unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.</p>	<p>A Lump Sum of \$20,116.00</p>	<p>The CONSULTANT shall be paid in <u>monthly</u> (fill in period) progress payments based upon the percentage of work accomplished and Direct Non-Salary Costs incurred during the period. Progress payments are subject to approval by the municipality's representative</p>
ITEM II	<p>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</p>	<ul style="list-style-type: none"> Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. All reimbursement for travel, meals and lodging shall be made at actual cost paid, but such reimbursement shall not exceed the per diem rates established by NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Dept. of Labor. For Reimbursable Direct Non-Salary Costs a multiple of One times shall be applied to the expenses incurred by the Consultant, the consultant's employees, or the subconsultant not to exceed \$ 	
ITEM III	<p>Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.</p>	<p>Salvage value.</p>	

- 7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway Administration.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8 CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as many legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement of law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least One Million dollars (\$1,000,000.00) each.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18 TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

This certificate is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.W. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be, included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONSULTANT agrees that neither it nor its SUBCONSULTANTS shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against or intimidate any employee hired for the performance of work under this Agreement. CONSULTANT is subject to fines of \$50,000 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 29. SERVICE OF PROCESS

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Consultant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Consultant's actual receipt of process or upon the Municipality's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Consultant must promptly notify the Municipality, in writing, of each and every change of address to which service of process can be made. Service by the Municipality to the last known address shall be sufficient. Consultant will have thirty (30) calendar days after service hereunder is complete in which to respond.

Attachment A
Supplemental Agreement No. 3

Architectural/Engineering Consultant Agreement
Project Description and Funding

PIN: 9009.24

Term of Agreement
Ends: September 15, 2016

BIN:

Main Agreement Amendment to Agreement [add identifying #]

Supplement to Agreement [Supplemental No. 3]

Phase of Project Consultant to work on:

P.E./Design ROW Incidentals ROW Acquisition

Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: December 1, 2015

Finish Date: September 15, 2016

PROJECT DESCRIPTION:

Provide final design, supplementary survey and mapping, and right of way acquisition services for the Chenango Trails Connection Project in the City of Binghamton, New York

Project Location:

City of Binghamton; Broome County; Cheri Lindsey Park to Chenango Street/Bevier Street intersection.

Consultant Work Type(s): See Attachment B for more detailed Task List.

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT.

\$ 20,116.00

Attachment B
Supplemental Agreement No. 3

Supplemental Agreement No. 3 is comprised of work that was completed by Shumaker Consulting Engineering & Land Surveying, D.P.C. (SCE) that was necessary to evaluate the curb cuts within the project area based on New York State Department of Transportation (DOT) ED 15-004 ADA Compliant Facilities in Construction. Additionally SCE issued a check to the Broome County Clerk's office to pay the filing fees for the easements obtained for this project. The scope of this work is described as follows:

SCE was directed by the New York State Department of Transportation (DOT) in e-mail dated December 14, 2015 that ED 15-004, ADA Compliant Facilities in Construction, was applicable to this project as the project's scheduled letting date, May 25, 2016, was beyond the effective of the Engineering Directive. SCE notified the City that the evaluation of curb cuts within the project area had to be reviewed even though they were not within the work limits. The City Engineer concurred with SCE advancing this effort prior to a Supplemental Agreement being executed.

ED 15-004 requires that all existing curb cuts within the project area be evaluated for compliance with the Americans with Disabilities Act (ADA). SCE's additional effort included, survey, mapping, evaluation, plan revisions, coordination with DOT and City and justification of all curb cuts that will not be made compliant within the project area.

By an e-mail dated January 20, 2016 SCE was directed by the City to pay all recording fees associated with the property acquisition and that SCE would be reimbursed by the City. Recording Fees were paid by SCE on March 22, 2016 in the amount of \$740.00.

Supplemental work relates to the labor that was expended in final design beginning January 21, 2016.



Legislative Branch

RL Number:
16-099
Date Submitted:
4/15/16

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 Standish, P.E.
Title/Department: City Engineer - Engineering Dept
Contact Information: 607-772-7007

RL Information

Proposed Title: Resolution to Approve Supplemental No. 2 for LaBella Associates on the Rehabilitation of the S. Washington St. Bridge, PIN 9753.96, for Construction Support and Construction Inspection

Suggested Content: Supplemental No. 2 for LaBella Associates on the Rehabilitation of the S. Washington St. Bridge. PIN No. 9753.96 for Construction Support and Inspection.

The cost of Supplemental No. 2 is \$19,100.00. All monies will be reimbursed at 80% with Federal funding. Funding available in budget line H5120.525119.40914 - S. Washington St. Bridge.

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): R14-85 & R16-35

OFFICE USE ONLY					
Mayor:	<u>[Signature]</u>				
Comptroller:	<u>[Signature] - Deputy</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"/>

EXHIBIT B

SUPPLEMENTARY AGREEMENT NO. 2

**REHABILITATION OF SOUTH WASHINGTON
STREET PEDESTRIAN BRIDGE**

South Washington Street over Susquehanna River

P.I.N. # 9753.96

SCOPE OF SERVICES

February 11, 2016

*LaBella Associates, D.P.C.
300 State Street, Suite 201
Rochester, New York 14614*

Table of Contents

	<u>Pages</u>
Section 1 General	1.1 to 1.2
Section 8 Construction Support	8.1
Section 9 Construction Inspection	9.1
Section 10 Estimating and Technical Assumptions	10.1

Section 1 - General

1.01 Project Description and Location

Project Name: Rehabilitation of South Washington Street Pedestrian Bridge

PIN: 9753.96

Project Description: Minor Rehabilitation of South Washington Street Bridge to included timber deck repairs, bridge rail repairs, and bridge painting.

Project Limits: Work will occur on the South Washington Street Bridge between the intersection with N. Shore Dr. to the north and Conklin Ave. to the south.

Sponsor: City of Binghamton

County: Broome

Original letting date – April 2015

Current letting date – February 2016

Original construction completion date – November 2015

Current construction completion date – November 2016

Original design and construction inspection costs - \$235,000

Current design and construction inspection costs - \$280,100

Original anticipated construction costs - \$1,350,000

Current anticipated construction costs - \$1,819,000

This supplemental agreement is for additional project costs associated with an extension of schedule and associated work.

All provisions of the Original Agreement will remain in effect unless otherwise modified by this supplemental.

1.02 Project Manager

The **Sponsor's** Project Manager for this project is Ray Standish, who can be reached at (607) 772-7007.

All correspondence to the **Sponsor** should be addressed to:

City of Binghamton
Engineering Department
38 Hawley Street
Binghamton, NY 13901

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 8, 9 and 10.

Section 8 - Construction Support

8.01 Construction Support

Updated to include anticipated effort and schedule extension for 2016 construction.

Section 9 - Construction Inspection

9.01 Inspection

Updated to include anticipated effort and schedule extension for 2016 construction.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 9 Estimate construction will begin on May 1, 2016 and will be completed by September 31, 2016.

10.02 Technical Assumptions

The Sponsor is and will continue to be responsible for maintenance of the bridge.

Section 8 – Construction Support

No review of contractor alternate proposed designs is included.

10.03 Assumed Project Milestones

Submit PS&E – January 29, 2016
Construction Completed – October 2016

Rehabilitation of S. Washington St. Pedestrian Bridge
 City of Binghamton
 Broome County, NY
 PIN 9753.96
 LaBella Project No.: 2150067

EXHIBIT B - Fee Schedule and Est. Reimbursables, Page 1
 SALARY SCHEDULE
 LaBella Associates, D.P.C.

Supplementary Agreement No. 2

PAY GRADE (JOB TITLES)	ASCE (A) NSPE (P) ACSM(M) NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES			OVERTIME CATEGORY
		ORIGINAL RATES	PROJECTED RATES	2014	2015	2016	
		Dec-14	Mar-16				
Project Manager	VII (A)	\$50.06	\$53.06	\$72.00	\$74.16	\$76.38	A
Senior Project Engineer	VI (A)	\$45.75	\$48.50	\$49.64	\$51.13	\$52.66	B
Senior Engineer	V (A)	\$41.17	\$43.64	\$46.15	\$47.53	\$48.96	B
Senior Environmental Engineer	V (A)	\$39.98	\$42.38	\$55.10	\$56.75	\$58.46	B
Project Engineer	IV (A)	\$39.15	\$41.50	\$43.27	\$44.57	\$45.91	B
Engineer	III (A)	\$33.56	\$35.57	\$40.88	\$42.11	\$43.37	C
Junior Engineer	I/II (A)	\$25.85	\$27.40	\$34.62	\$35.66	\$36.73	C
Technician III	III (N)	\$32.52	\$34.47	\$37.34	\$38.46	\$39.61	C
Technician II	II (N)	\$24.86	\$26.35	\$28.85	\$29.72	\$30.61	C
Technician I	I (N)	\$17.65	\$18.71	\$20.43	\$21.04	\$21.67	C
Technical Typist	NA	\$23.39	\$24.79	\$27.64	\$28.47	\$29.32	C
Party Chief (Office)	IV (N)	\$24.25	\$25.71	\$43.55	\$44.86	\$46.20	C
Instrument Person (Office)	I (N)	\$24.25	\$25.71	\$25.60	\$26.37	\$27.16	C
Rod Person (Office)	I (N)	\$19.62	\$20.80	\$20.60	\$21.22	\$21.85	C
Inspector IV	IV (N)	\$39.38	\$41.74	\$45.00	\$46.35	\$47.74	C
Inspector III	III (N)	\$33.43	\$35.44	\$45.00	\$46.35	\$47.74	C
Inspector II	II (N)	\$28.30	\$30.00	\$36.00	\$37.08	\$38.19	C

* The use of overtime is subject to prior approval by the City.

Overtime Policy: Time and a half for excess of 40 hours in a work week and for holidays for Category (C),
 Straight time for Category (B) & no additional Pay for Category (A)

Rehabilitation of S. Washington St. Pedestrian Bridge
 City of Binghamton
 Broome County, NY
 PIN 9753.96
 LaBella Project No.: 2150067

EXHIBIT B - Fee Schedule and Est. Reimbursables, Page 3
 ESTIMATE OF DIRECT NON-SALARY COST
 LaBella Associates, D.P.C.

Supplementary Agreement No. 2

1. Travel, Lodging, Subsistence & Tolls

Per Diem -	0	days @	\$ 200.00 /day	=	\$	-
		trips	miles per			
To site	0		150 miles/trip	0		
At site	0		0 miles/trip	0		
Project Mtgs	0		150 miles/trip	0		
		Total Mileage		0 @	0.560	\$ -
Tolls	\$ -	@	0	Trip(s)	=	\$ -

TOTAL TRAVEL, LODGING, SUBSISTENCE & TOLLS \$ -

2. Reproduction, Drawings & Report

	No. Sets	Sheets/Set	Total Shts				
Deeds	0	0	0	@	\$ 1.00	\$	-
Photocopies	0	0	0	@	\$ 0.15	\$	-
Photos	0	0	0	@	\$ 1.00	\$	-
Bid Doc.	0	0	0	@	\$ 0.15	\$	-
Sepias	0	0	0	@	\$ 1.00	\$	-

TOTAL REPRODUCTIONS \$ -

3. Abstracts of Title	0	EA @	\$500.00	=	\$	-
4. Asbestos Samples/Tests	0	EA @	\$30.00	=	\$	-
5. Lead Samples/Test	0	EA @	\$5.00	=	\$	-
6. Environmental Database Search	0	EA @	\$200.00	=	\$	-
7. Geotechnical Borings	0	LS @	\$0.00	=	\$	-
8. Concrete Coring & Testing	0	LS @	\$5,000.00	=	\$	-
9. Ground Penetrating Radar	0	LS @	\$5,000.00	=	\$	-
10. UBIU & MPT	0	LS @	\$10,000.00	=	\$	-
11. Phase I Archeological Study	0	LS @	\$0.00	=	\$	-
12. Construction Software (Appia)	2	EA @	\$0.00	=	\$	-

TOTAL SUPPLEMENT RATES \$ -

TOTAL DIRECT NON - SALARY COST \$ -

Supplemental No. 2 - Exhibit B, Page 4
 Salary Schedule
 Popli Design Group

Washington Street Bridge Painting
 Binghamton NY
 PIN 9753.96

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES		MAX. HOURLY RATES		OVERTIME CATEGORY
		ORIGINAL 7/15	PROJECTED 7/16	2015	2016	
Resident Engineer	IV (N)	\$39.14	\$40.31	\$40.17	\$41.38	C
Senior Inspector	III (N)	\$35.54	\$36.61	\$37.08	\$38.19	C

NOTES:

(1) Hourly rates shall not exceed those shown above

Overtime is reimbursable by the categories below only if the firm has a policy to pay overtime compensation.

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

OVERTIME POLICY

Overtime applies to hours worked in excess of the normal 40 hours per week.

Week is from Monday-Sunday. Only holidays count towards overtime, PTO and vacations do not count towards overtime.

NIGHT WORK POLICY:

Night shift work will be compensated at 10% above regular pay for the hours worked in a night shift. Night shift work is defined as any hours worked after 8:00pm and before 6:00am. For any work performed in an overtime capacity, compensation will be paid at either the overtime rate or at the night shift work differential, whichever is higher, but not at any combination of both rates. Night differential is reimbursable at a maximum of 10% only if the firm has a policy to pay a night shift differential.

Supplemental No. 2 - Exhibit B, Page 5
 Staffing Table
 Popli Design Group

Washington Street Bridge Painting
 Binghamton NY
 PIN 9753.96

JOB TITLE	ASCE OR NICET GRADE	2016												(1)	(2)	(3)	(4)	(5)	(6)						
		J	F	M	A	M	J	J	J	A	S	O	N							D					
Resident Engineer (ST)	IV(N)			80	168	168	168	168	168	168	168	168	80			1,168		\$40.31							\$47,087
Resident Engineer (OT)	IV(N)				40	40	40	40	40	40	40	40	10			210	210	\$40.31	\$20.16	\$4,233					\$8,466
Senior Inspector (ST)	III (N)								40	40	40	40				160		\$36.61							\$5,857
Senior Inspector (OT)	III (N)															0	0	\$36.61	\$18.30	\$0					\$0
TOTALS													1,378	210						\$4,233	\$61,410				

NOTES:

- ** Overtime Hours
- (1) Total Hours (straight time)
- (2) Total Hours (overtime)
- (3) Projected Hourly Rate (straight time rate)
- (4) Projected Hourly Rate (premium rate)
- (5) Direct Technical Salaries (premium portion)
- (6) Direct Technical Salaries (straight time portion)

TOTAL SALARIES (PREMIUM PORTION) \$4,233

TOTAL SALARIES (STRAIGHT TIME PORTION) \$61,410

Project Assumptions

Project Completion in five months with an additional month to close out and complete the final paperwork
 DBE Subconsultant providing Level III inspector during peak construction period for one week each month for four months.
 CI Manager to attend progress meetings

Supplemental No. 2 - Exhibit B, Page 6
Estimate of Expendable Direct Non-Salary Cost
Popli Design Group

Washington Street Bridge Painting
Binghamton NY
PIN 9753.96

1. TRAVEL

1 Inspector 7 months, 21 day/month/5 miles/day	735
1 inspector 4 months 15 day/month/5 miles/day	300
	0
	<hr/>
Total Mileage	1,035
Cost @ \$.56 per mile	\$580
	<hr/>
TOTAL TRAVEL	\$580
Postage, Copies, Etc...	\$50
Expendable Equipment	\$0
	<hr/>
TOTAL TRAVEL & EQUIPMENT	\$630

Supplemental No. 2 - Exhibit B, Page 7
Summary
Popli Design Group

Washington Street Bridge Painting
Binghamton NY
PIN 9753.96

Item IA, Direct Labor	\$61,410
Item IB, Premium Overtime Labor	\$4,233
Item IIA, Expendable Direct Non-Salary Costs	\$630
Item IIB Nonexpendable Direct Non-Salary Cost (estimated) and subject to audit (Sub-Contractor Cost)	\$0
Item III, Overhead (118%)	\$72,464
Item IV, Fixed Fee (11%) (Negotiated)	\$14,726
Total Estimated Cost	=====
Original Agreement Estimated Cost	\$153,463
Total Estimated Cost Difference - Supplemental	\$139,866
	\$13,597

Rehabilitation of S. Washington St. Pedestrian Bridge
 City of Binghamton
 Broome County, NY
 PIN 9753.96
 LaBella Project No.: 2150067

EXHIBIT B - Fee Schedule and Est. Reimbursables, Page 8
 Summary
 LaBella Associates, D.P.C.
 Supplementary Agreement No. 2

Item IA, Direct Technical Salaries (estimated) subject to audit		\$	2,119.36
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		\$	-
Item II, Direct Non-Salary Cost (estimated) subject to audit		\$	-
Item III, Overhead (estimated) subject to audit	133.0%	\$	2,818.75
Item IV, Fixed Fee (negotiated)	11.00%	\$	543.19
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost) Popli - PE / Design		\$	-
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost) Popli - Construction Inspection		\$	13,597.00
Total Estimated Cost		\$	19,078.31
		SAY \$	19,100.00



Ep

Legislative Branch

RL Number:	16-097
Date Submitted:	4/13/16

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: Kenneth Frank

Title/Department: Corporation Counsel

Contact Information: 772-7013

RL Information

Proposed Title: A RESOLUTION PURSUANT TO THE CODE OF THE CITY OF
BINGHAMTON SECTION 203-2.G AUTHORIZING REMOVAL OF THE BUILDING AT 45
BEVIER ST.

Suggested Content: TO BE DRAFTED BY CORP. COUNSEL
FUNDS ARE AVAILABLE FOR THIS PURPOSE FROM BUDGET LINE:

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"/>

TRAFFIC BOARD MEETING 1016
Agenda
Planning Conference Room, 4th Floor, City Hall
Thursday, April 14, 2016

Approval of Minutes. Request to approve the minutes Traffic Board Meeting 1015, held on Thursday, March 10, 2016.

Old Business

167 Conklin Avenue. The Humane Society is moving to this location and they are requesting a new curb cut coming out onto Conklin Avenue. Traffic feels that if it is too close to Conklin and Telegraph, it will cause a back-up of traffic at the light. Traffic is also questioning the actual need for the curb cut. Traffic will further investigate this with the Humane Society before making a final decision. Traffic reported that they are still wondering what the real need is for this curb cut. Assistant Chief Yeager is concerned about the back-up of traffic at the light if there are two curb cuts. Mr. Kraham is also concerned about the safety of pedestrians walking on the sidewalks. Traffic is going to meet with the Humane Society again and report back. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

Oak Street - Alternate Parking Exception. A resident submitted a request to Councilman Motsavage to have the section of Oak Street from Spring Forest to Cypress Street exempt from Alternate side of the street parking in winter months. The resident states it is difficult to get out in snow and ice when cars are parked on Oak Street are facing uphill. Traffic recommends that it does make sense but everyone agrees that the change shouldn't be made until this season of alternate side parking is finished so that residents who may have gotten tickets don't get upset and complain to the city. Councilman Scaringi will contact the resident and request a petition from other neighbors indicating that everyone would like this change, not just one person requesting it. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

Jarvis Street-Alternate Street Parking. Clinton Street until Grace for parking for seniors. Mr. Scaringi reported that people from the Senior Center are looking for more parking because due to Garo's Garage using a lot of street parking, there are rarely vacant parking spaces on the street. Traffic will look into this further. Traffic reported that there is already a large parking lot available for the Senior Center. Councilman Scaringi reported that he spoke with several residents. They said that the parking lot fills up very quickly during lunch events and parking is scarce. Many seniors are having a hard time finding parking on the street and are having to park far away and then walk to the senior center. He is concerned that if this passes, it would then allow Garo and others to park there even more. He does believe that the net gain is better than the net loss. Traffic will find out how many parking spaces will be gained by passing this request and report back. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

Collier Street. The DA's office is requesting that parking spaces be added to Collier Street since the ramp has been closed. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

100 Eldredge Street. Curb cut. i3 Electronics moved into this location and they are proposing a parking lot plan which would require a new curb cut. Mr. Kraham has concerns about the design plan because the cars are facing the opposite direction of the flow of traffic. It also appears that the cars could overlap the sidewalk depending on the size of the vehicles. Mr. Kraham will email Planning with Traffic Boards concerns, which include site distance, parking space placement, and the length of the curb cuts. Mr. Jim Simonis said that the company would like to install this parking lot so that its customers can utilize the space so they don't have to walk a long distance from the current parking spaces. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

13 Grandview Avenue. Request for temporary handicapped parking space. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

53 Emma Street. Mr. Scaringi reported that a resident is requesting a handicapped parking space. **Hold until next Traffic Board Meeting, Thursday, April 14, 2016.**

New Business

158 Clinton Street. Applicant is proposing closing two existing curb cuts on Clinton and opening a new 24' curb cut on same. The proposal also includes the widening of an existing curb cut on St. Cyril Ave.

Eldredge Street. Mr. Bob Pornbeck, new business owner, is requesting additional on-street parking on Eldredge

11-13 Henry Street. Request for the parking zone on Henry Street, west of Washington Street to be widened due to new restaurant "The Garage" opening in that area.

Chenango Street. Truesdell Street to Bevier Street, no parking either side.



Legislative Branch

RL Number:
116-100
 Date Submitted:
4/15/16

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 Standish, P.E.

Title/Department: City Engineer - Engineering Dept

Contact Information: 607-772-7007

RL Information

Proposed Title: Resolution to Approve Supplemental 2 with the NYSDOT on S. Washington St.
Pedestrian Bridge Project, PIN No. 9753.96, for Construction Management and Construction Supervision

Suggested Content: Supplemental 3 with the the NYSDOT on S. Washington St. Pedestrian Bridge
Project, PIN No. 9753.96, for Construction Management and Construction Inspection. Cost of
Supplemental No. 2 is \$2,025,000.00 and will be reimbursed 80% Federal monies and 15% State
Marchiselli monies. Funding available is line H5120.525119.40914 - S. Washington St. Bridge

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): R14-47 and R15-58

OFFICE USE ONLY	
Mayor:	<u>[Signature]</u>
Comptroller:	<u>[Signature]</u>
Corporation Counsel:	<u>[Signature]</u>
Finance <input 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"/>

approved to funding is determined



Department of
Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

JOHN R. WILLIAMS, P.E.
Regional Director

March 22, 2016

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

Dear Mr. Standish:

**RE: PIN 975396, D034719, BIN 2226170
SOUTH WASHINGTON STREET PEDESTRIAN BRIDGE
CITY OF BINGHAMTON, BROOME COUNTY**

Enclosed for processing are five copies of Supplemental Agreement # 2 to Master Federal-Aid Local Project Agreement (D034719) to perform the Preliminary Engineering/Design and Construction and Construction Supervision and Inspection work. The work involves repairs to the South Washington Street Pedestrian Bridge in the City of Binghamton, Broome County. This is a Locally Administered Project.

All five copies must have original signatures and all five copies must be notarized. In addition, five certified copies of the necessary Resolution must accompany the Agreements (a sample resolution is included in this agreement). Please return all five copies to our Regional Office at 44 Hawley Street, Binghamton, New York 13901 for further processing. A completed copy will be returned to you once the agreement has been fully executed.

The estimated cost of the Preliminary Engineering/Design work has increased from \$75,000 to \$95,000. The City will be reimbursed 80% of \$95,000, or \$76,000, with Federal funds. The City will also be reimbursed 15% of \$95,000, up to \$11,250, with State Marchiselli funds. Please refer to the footnote on page 3 of Schedule A regarding State Marchiselli reimbursement.

The estimated cost of the Construction and Construction Supervision and Inspection work is \$2,005,000. The City will be reimbursed 80% of \$2,005,000, or \$1,604,000 with Federal funds. The City will also be reimbursed 15% of \$2,005,000, up to \$227,400, with State Marchiselli funds. Please refer to the footnote on page 3 of Schedule A regarding State Marchiselli reimbursement. Work performed on or after February 18, 2016 will be eligible for reimbursement.

Therefore, the necessary City Resolution must authorize \$2,025,000 for these phases of the project.

Sponsor: City of Binghamton
PIN: 9753.96 BIN: 2226170
Comptroller's Contract No. D034719
Supplemental Agreement No. 2
Date Prepared: 03/22/2016 By: LEH
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 2 to D034719 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the City of Binghamton (the Sponsor)
Acting by and through the Mayor, Richard C. David
with its office at 38 Hawley Street, Binghamton, New York 13901.

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase C/CS/CI which covers eligible costs incurred on/after 2/18/2016
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s) PE/D
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

Sponsor: City of Binghamton
PIN: 9753.96 BIN: 2226170
Comptroller's Contract No. D034719
Supplemental Agreement No. 2
Date Prepared: 03/22/2016 By: LEH
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Broome

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____

Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____

For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 9753.96

OSC Municipal Contract #: D034719 **Contract Start Date:** 4/17/2014_(mm/dd/yyyy) **Contract End Date:** 12/31/2019_(mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No. 2

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): City of Binghamton
 Other Municipality/Sponsor (if applicable):

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPAIR **County (if different from Municipality):** Broome

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: South Washington Street Pedestrian Bridge (BIN 2226170) over the Susquehanna River; City of Binghamton; Broome County

Marchiselli Allocations Approved FOR ALL PHASES To compute Total Costs in the last row and column, right click in each field and select "Update Field."

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input type="checkbox"/>	Current SFY 15/16	\$11,250.00	\$0.00	\$227,400.00	\$238,650.00
Authorized Allocations to Date		\$11,250.00	\$ 0.00	\$227,400.00	\$238,650.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
9753.96.121	Current	STP (80%)	\$95,000.00	\$76,000.00	\$11,250.00 *	\$7,750.00	\$0.00
	Old	STP (80%)	\$75,000.00	\$60,000.00	\$11,250.00	\$3,750.00	\$0.00
9753.96.321	Current	STP (80%)	\$2,005,000.00	\$1,604,000.00	\$227,400.00 *	\$173,600.00	\$0.00
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
.	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$2,100,000.00	\$1,680,000.00	\$238,650.00	\$181,350.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
..	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,680,000.00	\$238,650.00	\$0.00	\$181,350.00	\$2,100,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Linda Halaburka</u> Phone No: <u>607-721-8274</u>
--	---

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYS DOT/State-Local Agreement – Schedule A

Footnotes: (See [LPB's website](#) for link to sample footnotes)

- *PIN 9753.96.121 - Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

- *PIN 9753.96.321 - Marchiselli funding hereunder is limited by the amount authorized on the Comprehensive List. Additional Marchiselli funding is contingent on appropriate increase(s) to the Comprehensive List and the execution of a Supplemental Schedule A providing such additional funds.

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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans: Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.
- 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.
- 13. Conduct any required soils and other geological investigations.
- 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.
- 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.
- 16. Prepare and execute any required agreements, including:
 - Railroad force account
 - Maintenance agreements for sidewalks, lighting, signals, betterments
 - Betterment Agreements
 - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities
- 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.
- 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).
- 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|---|--------------------------|-------------------------------------|
| 4. Compile and submit Contract Award Documentation Package. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each. | | |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX 2-S
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: July 9, 2014

Sponsored by Council Members: Berg, Motsavage, Matzo, Mihalko, Papastrat

Introduced by Committee: Finance

RESOLUTION

enitled

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
NYS DOT FOR THE DESIGN OF THE SOUTH
WASHINGTON STREET PEDESTRIAN
BRIDGE REHABILITATION PROJECT (PIN
9753.96)

WHEREAS, the City of Binghamton wishes to enter into an agreement with NYS DOT for the South Washington Street Pedestrian Bridge Rehabilitation Project, PIN 9753.96 (the "Project") to perform design services at a cost of \$75,000; and

WHEREAS, the project is eligible for funding under Title 23 U.S. Code that calls for the apportionment of costs of such program to be borne at the ratio of 80% Federal funds and 20% non-Federal funds; and

WHEREAS, the City of Binghamton desires to advance the Project by making a commitment of 100% of the Federal and non-Federal share of the Project; and

WHEREAS, funding is available from budget line H5120.525119.40914 (So. Washington Street Bridge Rehab).

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

RESOLVE that the Mayor, or his designee, is hereby authorized to enter into an agreement, approved as to form and content by the Office of Corporation Counsel, with NYS DOT for the South Washington Street Pedestrian Bridge Rehabilitation Project (PIN 9753.96) to perform design services at a cost of \$75,000; and be it further

RESOLVED that funding for design services shall be deducted from budget line H5120.525119.40914 (So. Washington Street Bridge Rehab).

I HEREBY CERTIFY that the above described funds are unencumbered and available.

Chuck Shager, Comptroller

I hereby certify the above to be a true copy of the legislation adopted by the Council of the City of Binghamton at a meeting held on 7/9/14. Approved by the Mayor on 7/9/14.



THE COUNCIL OF THE CITY OF BINGHAMTON
STATE OF NEW YORK

Date: June 17, 2015

Sponsored by Council Members: Motsavage, Rennia, Papastrat, Webb, Matzo, Berg, Mihalko

Introduced by Committee: Finance

RESOLUTION

entitled
A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO SUPPLEMENTAL
AGREEMENT NO. 1 WITH NYSDOT FOR THE
SOUTH WASHINGTON STREET PEDESTRIAN
BRIDGE PROJECT, PIN 9753.96

WHEREAS, the Council of the City of Binghamton adopted Permanent Resolution 14-47 on July 9, 2014, entitled, "A Resolution Authorizing the Mayor to Enter into an Agreement with NYSDOT for the Design of the South Washington Street Pedestrian Bridge Rehabilitation Project (PIN 9753.96)"; and

WHEREAS, the project is eligible for funding under Title 23 U.S. Code that calls for the apportionment of costs of such program to be borne at the ration of 80% Federal funds and 20% non-Federal funds; and

WHEREAS, the NYSDOT has approved the full 15% reimbursement of State Marhciselli funds for the Preliminary Engineering and design work for the project; and

WHEREAS, the Acting City Engineer has recommended that the City of Binghamton enter into Supplemental Agreement No. 1 with NYSDOT for the South Washington Street Pedestrian Bridge Project, PIN 9753.96 in order to accept such funds.

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

RESOLVE, that the Mayor, or his designee, is hereby authorized to enter into Supplemental Agreement No. 1, approved to form and content by the Office of Corporation Counsel, with NYSDOT to accept the full 15% reimbursement of State Marhciselli funds for the Preliminary Engineering and design work for the project.

I hereby certify the above to be a true copy
of the legislation adopted by the Council
of the City of Binghamton at a meeting
held on 6/22/15. Approved by the
Mayor on 6/18/15.

SAMPLE RESOLUTIONS

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation Federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **South Washington Street Pedestrian Bridge (BIN 2226170)** over the **Susquehanna River, P.I.N. 9753.96** (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **80% Federal funds and 20% non-Federal funds**; and

WHEREAS, the **City of Binghamton** desires to advance the Project by making a commitment of 100% of the Federal and non-Federal share of the costs of the **Preliminary Engineering/Design and Construction and Construction Supervision and Inspection** work.

NOW, THEREFORE, the **Binghamton City Council**, duly convened does hereby

RESOLVE, that the **Binghamton City Council** hereby approves the above-subject project; and it is hereby further

RESOLVED, that the **Binghamton City Council** hereby authorizes the **City of Binghamton** to pay in the first instance 100% of the Federal and non-Federal share of the **increased cost of the Preliminary Engineering/Design work and the cost of the Construction and Construction Supervision and Inspection work** for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$2,025,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phases of the Project; and it is further

RESOLVED, that in the event the full Federal and non-Federal share costs of the project exceeds the amount appropriated above, the **Binghamton City Council** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the **Mayor of the City of Binghamton** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the **City of Binghamton** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of Federal-aid and State-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.