



# 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, June 6, 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 | -----     | -----    | <b>Discussion:</b> Committee Assignments   | -----       | Council President                   |
| 6:15pm | Finance   | Mihalko  | <b>RL16-114:</b> Edward Byrne Memorial Justice Assistance Grant  | 3-7         | Chief Joseph Zikuski                |
| 6:30pm | Finance   | Mihalko  | <b>*RL16-121:</b> Amend 2016 Budget to increase Insurance Revenue line and Vehicle Parts<br><b>*RL16-122:</b> Amend 2016 Budget to increase Public Safety Revenue and put funds back into training line  | 1-2;<br>8-9 | Chief Joseph Zikuski & Chuck Shager |
| 6:45pm | Finance   | Mihalko  | <b>*RL16-120:</b> Amend 2016 Budget for Insurance Revenue Recovery for damage to property at parking ramp<br><b>*RL16-123:</b> Ordinance to use Insurance payment to repair damaged fire truck   | 10-15       | Chuck Shager                        |
| 7:00pm | Employees | Matzo    | <b>RL16-124:</b> Amend 2016 Finance Department Budget to eliminate the Senior Payroll Clerk position and add Finance Payroll Specialist  | 16          | Chuck Shager                        |
| 7:15pm | Finance   | Mihalko  | <b>RL16-117:</b> Supplemental No. 4 with Shumaker Consulting on Chenango River Trail Connection Project<br><b>RL16-118:</b> Supplemental No. 1 with McFarland Johnson on the E. Clinton St. Bridge Rehabilitation<br><b>RL16-119:</b> Renew the 2015 Term Agreement with McFarland Johnson for Electrical and Mechanical Design Services | 17-75       | Ray Standish                        |
| 7:30pm | Finance   | Mihalko  | <b>RL16-113:</b> Transfer of 2016 Budget Appropriations in Chemicals line to Equipment and Pump Repairs line for 2016 Budget to allow removal and replacement of drive unit and control in the Sludge Thickener No. 3  | 76-81       | Charlie Pearsall                    |
| 7:45pm | Finance   | Mihalko  | <b>RL16-115:</b> Agreement with CCE for the use of FY39, FY40, FY41 CDBG funds   | 82          | Jared Kraham                        |
| 8:00pm | Planning  | Scaringi | <b>RL16-125:</b> Accepting Donation of 45 Bevier St  | 93          | Leighton Rogers & Ken Frank         |
| 8:15pm | -----     | -----    | <b>Discussion:</b> Eldridge St   | -----       | Ken Frank                           |
| 8:30pm | -----     | -----    | <b>Discussion:</b> Pending Legislation   | -----       | Leighton Rogers                     |

### COMMITTEE REPORTS

*\*Please Expedite for Next Business Meeting*



# Legislative Branch

RL Number:  
16-121  
Date Submitted:  
5/27/16

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: Chief Zikuski J.C. S. Hagan

Title/Department: Police

Contact Information:

### RL Information

Proposed Title: ordinance to amend 2016 budget to increase Insurance Revenue  
line + vehicle parts

Suggested Content: Insurance Revenue Vehicle Parts  
to account for damage to police cars that the city received insurance proceeds  
for. increase revenue line A.42680 and increase expense line A3120.54450 in the amount of \$10,170.65  
the amount received from insurance company.

### 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"/> |



# CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

## REQUEST FOR TRANSFER OF FUNDS

*Transfer requests of \$2500 or less must be approved by the Comptroller.*

*Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.*

*Transfer requests in excess of \$10,000 must be approved by City Council.*

City Comptroller  
c/o Board of Estimate and Apportionment  
38 Hawley Street  
Binghamton, NY 13901

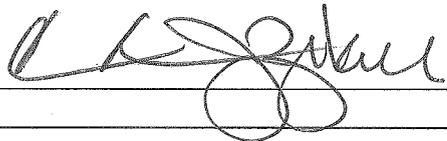
Date: 05/26/2016

I respectfully request the below described transfer of funds due to the following reasons:

transfer funds from Insurance Recoveries to Vehicle Parts

| From Budget Line (No. and Title) | To Budget Line (No. and Title) | Total Transfer Amount |
|----------------------------------|--------------------------------|-----------------------|
| A.42680                          | A3120.54450                    | \$10,170.65           |
| Insurance Recoveries             | Vehicle Parts                  |                       |

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 5/26/16

### OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds **APPROVED**  / **DENIED**  on \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Legislative Branch

RL Number:  
16-114  
Date Submitted:  
5/19/16

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: Chief Joseph T. Zikuski

Title/Department: Police Department

Contact Information: (607) 772-7091

### RL Information

Proposed Title: Edward Byrne Memorial Justice Assistance Grant Program FY 2016

Suggested Content: The FY 2016 JAG grant funds police officers in the City Parks in the Summer.

The award is a disparate award requiring a Memorandum of Understanding with Broome County. The award for 2016 is \$24,972.

### 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

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

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## GRANT APPLICATION WORKSHEET

*The Request for Legislation must include the project title and the purpose of the grant.  
Please provide the following additional information.*

Agency providing the grant: Binghamton Police Department

Total project cost: \$24,972

Total amount of grant: \$24,972

Local match (if any): none

If local match is monetary, provide the budget line and title: n/a

If local match is "in kind", provide the anticipated personnel and hours to be dedicated to the project:

n/a

Disbursement of grant (upfront, reimbursable?): upfront

If reimbursable, source of funds pending reimbursement: \_\_\_\_\_

Grant project manager: Lt. Michael J. Whalen

Anticipated date of project completion: Sept. 30, 2017

Special project completion requirements (if any): MOU with Broome County

**Attach any required form of Resolution from the Agency providing the grant.**

Please provide any additional information in the space provided below, including any other government agency or private partner participating in the grant, along with a description of such participation:

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Listed below are all jurisdictions in the state that are eligible for FY 2016 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report here:

<http://www.bjs.gov/content/pub/pdf/jagp15.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (\*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

| State | Jurisdiction Name  | Government Type | Direct Allocation | Joint Allocation |
|-------|--------------------|-----------------|-------------------|------------------|
| NY    | ALBANY COUNTY      | County          | *                 |                  |
| NY    | ALBANY CITY        | Municipal       | \$65,738          | \$65,738         |
| NY    | BROOME COUNTY      | County          | *                 |                  |
| NY    | BINGHAMTON CITY    | Municipal       | \$24,972          | \$24,972         |
| NY    | CHAUTAUQUA COUNTY  | County          | *                 |                  |
| NY    | JAMESTOWN CITY     | Municipal       | \$15,794          | \$15,794         |
| NY    | DUTCHESS COUNTY    | County          | *                 |                  |
| NY    | POUGHKEEPSIE CITY  | Municipal       | \$24,835          | \$24,835         |
| NY    | ERIE COUNTY        | County          | *                 |                  |
| NY    | BUFFALO CITY       | Municipal       | \$270,230         |                  |
| NY    | CHEEKTOWAGA TOWN   | Township        | \$14,774          | \$285,004        |
| NY    | JEFFERSON COUNTY   | County          | *                 |                  |
| NY    | WATERTOWN CITY     | Municipal       | \$11,466          | \$11,466         |
| NY    | MONROE COUNTY      | County          | \$15,794          |                  |
| NY    | ROCHESTER CITY     | Municipal       | \$164,360         | \$180,154        |
| NY    | NIAGARA COUNTY     | County          | *                 |                  |
| NY    | NIAGARA FALLS CITY | Municipal       | \$49,311          | \$49,311         |
| NY    | ONEIDA COUNTY      | County          | *                 |                  |
| NY    | UTICA CITY         | Municipal       | \$32,387          | \$32,387         |
| NY    | ONONDAGA COUNTY    | County          | \$14,912          |                  |
| NY    | SYRACUSE CITY      | Municipal       | \$102,976         | \$117,888        |
| NY    | ORANGE COUNTY      | County          | *                 |                  |
| NY    | MIDDLETOWN CITY    | Municipal       | \$12,872          |                  |
| NY    | NEWBURGH CITY      | Municipal       | \$38,533          | \$51,405         |

| State | Jurisdiction Name     | Government Type | Direct Allocation | Joint Allocation |
|-------|-----------------------|-----------------|-------------------|------------------|
| NY    | RENSSELAER COUNTY     | County          | *                 |                  |
| NY    | TROY CITY             | Municipal       | \$29,906          | \$29,906         |
| NY    | ROCKLAND COUNTY       | County          | *                 |                  |
| NY    | SPRING VALLEY VILLAGE | Municipal       | \$13,065          | \$13,065         |
| NY    | SCHENECTADY COUNTY    | County          | *                 |                  |
| NY    | SCHENECTADY CITY      | Municipal       | \$49,779          | \$49,779         |
| NY    | WESTCHESTER COUNTY    | County          | *                 |                  |
| NY    | MOUNT VERNON CITY     | Municipal       | \$45,783          |                  |
| NY    | NEW ROCHELLE CITY     | Municipal       | \$14,857          |                  |
| NY    | YONKERS CITY          | Municipal       | \$86,714          | \$147,354        |
| NY    | FREEPORT VILLAGE      | Municipal       | \$14,140          |                  |
| NY    | HEMPSTEAD VILLAGE     | Municipal       | \$37,982          |                  |
| NY    | GREECE TOWN           | Township        | \$12,376          |                  |
| NY    | NASSAU COUNTY         | County          | \$120,644         |                  |
| NY    | NEW YORK CITY         | Municipal       | \$4,298,245       |                  |
| NY    | SUFFOLK COUNTY        | County          | \$144,955         |                  |
|       | Local total           |                 | \$5,727,400       |                  |

Attachment 3  
**Review Narrative**

**May 14, 2015** Lt. Michael Whalen filed a Request for Legislation and Grant Application Worksheet with City Clerk Jeremy Pelletier to be considered in the next regularly scheduled Work Session for the Binghamton City Council. The City Clerk then added "RL 15-95: 2015 Byrne Jag Grant " to the agenda which is published for public notice on the City Website.

**May 18, 2015** Lt. Michael Whalen attended the Binghamton City Council work session to answer questions regarding the 2015 Byrne JAG grant, RL 15-53: 2015 Byrne Jag Grant legislation, authorizing the application and acceptance of the 2015 Edward Byrne Memorial Justice Assistance Grant, at a regularly scheduled City Council Work Session. This meeting was open to the public, and those in attendance were provided the opportunity to comment on the 2015 Byrne Edward Byrne Memorial Justice Assistance Grant application. The agenda and minutes will be kept in the JAG grant file.

**May 20, 2015** The Request for Legislation, Permanent Resolution R 15-53: 2015 Byrne Jag Grant was considered at the Binghamton City Council Business Meeting. The legislation was supported by all Council members present, and sent to Corporation Council to be drafted as legislation. The meeting was open to the public, and those in attendance were provided an opportunity to comment on the 2015 Byrne Edward Byrne Memorial Justice Assistance Grant application. The legislation is attached to this application.

**June 8, 2015** The Broome County Legislature Public Safety Committee meeting was held where a Request for Legislation was discussed and approved. These meetings are open to the public, announced on the County website, and provide opportunity for public comment. It was forwarded to the next Legislative Finance Committee work session on June 11, 2015.

**June 11, 2015** The Broome County Legislature Committee Finance Committee meeting was held where a Request for Legislation will be discussed and supported. The meeting was open to the public, announced on the County website, and provided opportunity for public comment. It was forwarded to the next Legislative Session on June 18, 2015.

**June 18,** The Broome County Legislature approved the 2015 Edward J. Byrne local Grant Legislation and adopted the resolution. Upon adoption, the Inter-local Agreement (or MOU) will be completed and signed as well. The agenda and minutes of the County sessions will be obtained and kept in the JAG grant file.

Any and all pending legislation documents (ie. agenda, minutes) will be forwarded to BJA upon its final completion, to be added to this grant file.



# Legislative Branch

RL Number:  
16-122  
Date Submitted:  
5/27/16

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

## REQUEST FOR LEGISLATION

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### Applicant Information

Request submitted by: Chief Zikuski /C. Shop  
Title/Department: Police  
Contact Information: \_\_\_\_\_

### RL Information

Proposed Title: ordinance to amend 2016 budget to increase Public Safety Revenue  
+ put funds back into training line.

Suggested Content: Johnson City Police department assisted in paying for the diversity training  
the city led. The money was paid out of the police training line and this ordinance is putting the funds  
back in the police training budget. increase revenue line A41589( other PS Dept Rev) and increase  
expense line A3120.54433 (in house training service) \$650.00

### 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"/> |



# CITY OF BINGHAMTON

**City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005**

### REQUEST FOR TRANSFER OF FUNDS

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Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.  
Transfer requests in excess of \$10,000 must be approved by City Council.*

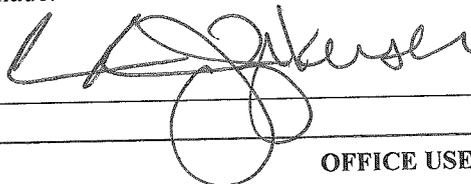
City Comptroller  
c/o Board of Estimate and Apportionment  
38 Hawley Street  
Binghamton, NY 13901

Date: 05/26/2016

I respectfully request the below described transfer of funds due to the following reasons:  
transfer funds from Other Public Safety Dept Revenue to In House Training Svcs for Diversity Training

| From Budget Line (No. and Title) | To Budget Line (No. and Title) | Total Transfer Amount |
|----------------------------------|--------------------------------|-----------------------|
| A.41589                          | A3120.54433                    | \$650.00              |
| Other Public Safety Dept Revenue | In House Training Services     |                       |

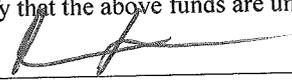
I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 5/26/16

#### OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: 

Date: 5/26/16

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, *Appropriations*. Certified by the Treasurer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds **APPROVED**  / **DENIED**  on \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Legislative Branch

RL Number:  
16-120  
Date Submitted:  
5/27/16

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

## REQUEST FOR LEGISLATION

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### Applicant Information

Request submitted by: Chuck Shager  
Title/Department: Comptroller / Finance  
Contact Information: ce.shager@cityofbinghamton.com 772-7011

### RL Information

Proposed Title: ordinance to amend 2016 budget for Insurance Revenue Recm to  
Law for Damage to property at Ramp.

Suggested Content: The State St. Parking ramp has be vandalized and we have recovered  
\$13,750 through subrogation. Request increasing revenue H.42680 (Insurance Recoveries) and increas  
H.5650.560003  
H.5650.560003 (HW/SW) -

### 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"/> |



# CITY OF BINGHAMTON

**City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005**

### REQUEST FOR TRANSFER OF FUNDS

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Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.  
Transfer requests in excess of \$10,000 must be approved by City Council.*

City Comptroller  
c/o Board of Estimate and Apportionment  
38 Hawley Street  
Binghamton, NY 13901

Date: 05/26/2016

I respectfully request the below described transfer of funds due to the following reasons:

transfer funds from insurance recoveries to hardware/software to replace equipment

| From Budget Line (No. and Title) | To Budget Line (No. and Title) | Total Transfer Amount |
|----------------------------------|--------------------------------|-----------------------|
| H.42680                          | H5650.560003                   | \$13,750              |
| Insurance Recoveries             | HW/SW                          |                       |

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: 

Date: 5-26-16

#### OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: 

Date: 5-26-16

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds APPROVED  / DENIED  on \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

0893  
PO BOX 2204  
CHARLOTTE NC 28241

# MetLife® Auto & Home

MetLife Auto & Home is a brand of  
Metropolitan Property and Casualty Insurance Company  
and its Affiliates, Warwick, RI

0893  
ALI294760  
CITY OF BINGHAMTON  
PO BOX 1569  
BINGHAMTON, NY 13902

INSURED: MELISSA A SAMUELS  
CLAIMANT: City o Binghamton  
CHECK NUMBER : 008984266  
CHECK AMOUNT: \$13,750.00  
Thirteen Thousand Seven Hundred Fifty and 0/100 Dollars  
PAYMENT FOR SATISFACTION OF SUBROGATION CLAIM  
FOR LOSS OF 11-30-15

*MELISSA DEPOSIT  
FOR KISS RAMP'S EQUIPMENT,  
TO PURCHASE REPLACEMENT,  
ADVISE DAY AVAILABLE,  
WHEN AVAILABLE,  
I AM OK  
TOD*

11000000010010066800

QC BR 1099881



## MetLife® Auto & Home

PO BOX 2204  
CHARLOTTE NC 28241  
1-800-854-6011

METROPOLITAN CASUALTY INSURANCE COMPANY

PAYMENT FOR SATISFACTION OF SUBROGATION CLAIM  
FOR LOSS OF 11-30-15

TIN Claim No.  
ALI294760

Check Number  
**008984266**

Not Valid Before  
05-12-2016

Void Nine (9) Months  
After This Date

Amount  
\*\*\*\*\*\$13,750.00

Thirteen Thousand Seven Hundred Fifty and 0/100 Dollars  
Pay to the Order of:

CITY OF BINGHAMTON  
PO BOX 1569  
BINGHAMTON, NY 13902

Citibank, N.A.  
One Penn's Way  
New Castle, DE 19720

*M. Sebel*  
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈008984266⑈ ⑆031100209⑆ 38755839⑈

12



# Legislative Branch

RL Number:  
16-123  
Date Submitted:  
5/27/16

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: Chuck Shager  
Title/Department: Comptroller / Finance  
Contact Information: ceshager@cityofbinghamton.com, phone 772-7011

### RL Information

Proposed Title: An ordinance to use insurance payment to repair damaged fire truck  
Amend for 2016 to increase insurance  
and vehicle parts

Suggested Content: The city has received an insurance payment from Travelers for \$47,745.62.  
Propose to increase A.42680 Insurance Recovery by \$47,745.62 and A3410.54110 Vehicle Parts  
\$47,745.82, funds to be utilized in the repairs to the damaged ladder truck.

### 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: [Signature]

Comptroller: [Signature]

Corporation Counsel: [Signature]

Finance  Planning  MPA  PW/Parks  Employees  Rules/Special Studies

13  
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# CITY OF BINGHAMTON

City Hall, 38 Hawley Street, Binghamton, NY 13901 607-772-7005

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Transfer requests over \$2500 and not in excess of \$10,000 must be approved by Board of E&A and Chair of Finance Committee.  
Transfer requests in excess of \$10,000 must be approved by City Council.

City Comptroller  
c/o Board of Estimate and Apportionment  
38 Hawley Street  
Binghamton, NY 13901

Date: 05/26/2016

I respectfully request the below described transfer of funds due to the following reasons:

transfer funds from insurance recoveries to Fire Vehicle parts repairs to damaged ladder truck

t

| From Budget Line (No. and Title) | To Budget Line (No. and Title) | Total Transfer Amount |
|----------------------------------|--------------------------------|-----------------------|
| A.42680                          | A3410.54110                    | \$47,745.82           |
| Insurance Recoveries             | Vehicle parts                  |                       |

I do hereby certify that the funds will not be needed in the budget line from which I am requesting this transfer to be made.

Signature: [Handwritten Signature]

Date: 5/26/16

### OFFICE USE ONLY

I hereby certify that the above funds are unencumbered and available for Transfer. Certified by the Comptroller.

Signature: [Handwritten Signature]

Date: 5/26/16

I hereby certify that the above described funds have been transferred, in accordance with the Code of the City of Binghamton Chapter 9, Appropriations. Certified by the Treasurer.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds APPROVED  / DENIED  on \_\_\_\_\_. Certified by the Secretary of the Board of Estimate and Apportionment.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Transfer of funds reviewed by the Binghamton City Council Finance Chair. Recommendations to be attached.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

THE TRAVELERS - COUNTRYWIDE INLAND  
MS06A PROPERTY OPERATIONS  
ONE TOWER SQ MS06A  
HARTFORD CT 06183

SA02314

CORPORATION COURSE

896D

87729659

16 2016

**TRAVELERS** 

DATE: 05/10/16  
LOSS DATE: 03/25/16  
FILE NUMBER: 108 FR E0F9591 R

CITY OF BINGHAMTON  
38 HAWLEY ST  
BINGHAMTON NY 13901-3767

AGENT:  
ENV PROPERTY & CASUALTY

ACCOUNT NAME:  
CITY OF BINGHAMTON

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**EXPLANATION OF PAYMENT**

Inland Marine - Scheduled Property \$47745.62  
TOTAL PAID \$47745.62

DAMAGED LADDER TRUCK  
DEDUCTIBLE : \$10,000

FOR ADDITIONAL INFORMATION, CONTACT: ALLISON JENKINS AT (860)954-0177

131002335  
DETACH CHECK

UNSUMM2:11129  
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.  
One Penns Way  
New Castle DE 19720

**TRAVELERS** 

896D 87729659

ONE TOWER SQ MS06A  
HARTFORD CT 06183  
(860)954-0177

62-20  
311

DATE: 05/10/16  
ACCOUNT NUMBER: J99  
FILE NUMBER: 108 FR E0F9591 R

VOID IF NOT PRESENTED WITHIN  
ONE YEAR AFTER DATE OF ISSUE

FORTY SEVEN THOUSAND SEVEN HUNDRED FORTY FIVE AND 62/100

PAY: \$\*\*\*47,745.62

PAY TO THE ORDER OF  
CITY OF BINGHAMTON  
38 HAWLEY ST  
BINGHAMTON NY 13901-3767

004649  
SA02314

*Maria Oliverio*  
AUTHORIZED SIGNATURE

⑈87729659⑈

⑆031100209⑆

38622892⑈

15



# Legislative Branch

RL Number:  
16-124  
Date Submitted:  
5/27/16

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: Chuck Shager  
Title/Department: Comptroller / Finance  
Contact Information: ceshager@cityofbinghamton.com 772-7011

### RL Information

Proposed Title: A resolution to amend the 2016 Finance Department Budget to eliminate the Senior Payroll Clerk position and add Finance Payroll Specialist.

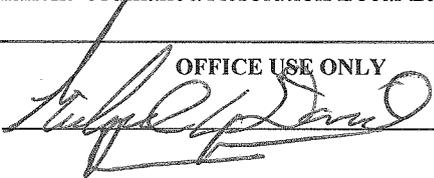
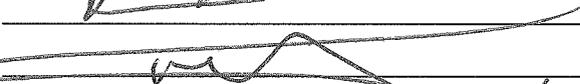
Suggested Content: Eliminate Senior Payroll Clerk at \$35,896 and add Finance Payroll Specialist at \$35,896. Civil Service Commission approved the position on 05/25/2016.

at \_\_\_\_\_

### 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): \_\_\_\_\_

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



# Legislative Branch

RL Number:  
16-117  
Date Submitted:  
5/27/16

**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:** rlstandish@cityofbinghamton.com

### RL Information

**Proposed Title:** Supplemental No. 4 with Shumaker Consulting on the Chenango River Trail Connection Project, PIN No. 9009.24. for a No-Cost Time-Extension

**Suggested Content:** A no-cost time extension on the Chenango River Trail Connection Project (TEP) Project, PIN No. 9009.24, extending the project completion date to 6/30/17 due to delays in Final Design, ROW Clearance, and obtaining Easements. NYSDOT to build to sidewalk at Cheri Lindsey Park entrance. Construction to begin in 2016.

### 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): R11-61

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

May 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. 4 – Extension of Time**

Dear Mr. Standish:

Shumaker Consulting Engineering and Land Surveying, D.P.C. (SCE) is submitting this supplemental agreement for the above referenced project for an extension of time through June of 2017 due to project delays in acquiring right-of-way. There is no additional cost associated with this extension of time request.

Please contact this office if you have any comments or questions. 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. 4**

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

**ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIRMENTS.**

- 2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".
- 2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".
- 2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

**ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT**

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

| Lump Sum Cost Plus Reimbursables |   |   |
|----------------------------------|---|---|
| ITEM                             | DESCRIPTION OF ITEMS WITHIN METHOD  | APPLICABLE RATE/AMOUNT OR PERCENTAGE  |
| 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> <ul style="list-style-type: none"> <li>Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit.</li> </ul> | <p>A Lump Sum of \$0.00</p>   |
| ITEM II                          |   | <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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 \$</li> </ul> |
| ITEM III                         | <ul style="list-style-type: none"> <li>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.</li> </ul>   | <p>Salvage value.</p>   |
|                                  |   | <p><b>INTERIM PAYMENTS</b></p> <ul style="list-style-type: none"> <li>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</li> </ul>  |

#### **ARTICLE 4. INSPECTION**

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

#### **ARTICLE 5. AUDITS**

- 5.1 Payment to the Consultant is subject to the audit of direct non-salary costs. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- 5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.
- I. Records of Direct Non-Salary Costs;
- i. Copies of any subcontracts relating to said contract;
  - ii. Location where records may be examined; and
  - iii. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

#### **ARTICLE 6 FINAL PAYMENT**

- 6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.
- 6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

#### **ARTICLE 7. EXTRA WORK**

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

- 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.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

#### **ARTICLE 10. INTERCHANGE OF DATA**

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

#### **ARTICLE 11. RECORDS RETENTION**

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

#### **ARTICLE 12. DAMAGES AND DELAYS**

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide. It being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

#### **ARTICLE 13. TERMINATION**

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. For convenience of the Municipality – if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. For cause – if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

## **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.

## **ARTICLE 19. PROPRIETARY RIGHTS**

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

## **ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS**

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be found by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

## **ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29**

The signator to this Agreement, being duly sworn, certifies that EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

## **ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard Disclosure Form to Report Lobbying," in accordance with its instructions.

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 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©**

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS) the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. An existing contract for the PROJECTs ROW incidental work or construction engineering; or
- b. Ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work describe in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

## **ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS** *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the initiative to submit a quote/bid.

## **ARTICLE 27. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Consultant supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

## **ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION**

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See NYCRR 105.4).

**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.

**ARTICLE 30. MISCELLANEOUS**

30.1 *Executory Contract.* This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the day and year first above written.

Reference: Municipality Contract # \_\_\_\_\_

**Municipality: City of Binghamton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, personally appeared to be known, who, being by me duly sworn, did depose and say; that he/she resides in the \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, corporation described in which executed the foregoing instrument; that he/she is the authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of Municipality.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, N.Y.

**Consultant: Shumaker Consulting Engineering and Land Surveying, D.P.C.**

By: *[Signature]*

Date: May 24, 2016

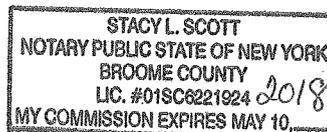
STATE OF NEW YORK

COUNTY OF BROOME

On this 24th day of May, 2016 before me, the subscriber, personally appeared to be known, who, being by me duly sworn, did depose and say; that he resides in Forest Lake Township, Pennsylvania; that he is a Partner of the Shumaker Consulting Engineering & Land Surveying, D.P.C., corporation described in which executed the foregoing instrument; that he is the authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of Consultant.

*[Signature: Stacy L. Scott]*

Notary Public, Broome County, N.Y.



Attachment A  
Supplemental Agreement No. 4

Architectural/Engineering Consultant Agreement  
Project Description and Funding

PIN: 9009.24

Term of Agreement  
Ends: June 30, 2017

BIN:

Main Agreement       Amendment to Agreement [add identifying #]

Supplement to Agreement [Supplemental No. 4]

**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 31, 2016

Finish Date: June 30, 2017

**PROJECT DESCRIPTION:**

Provide additional time for right of way acquisition and construction phase 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.

\$ 0.00

Attachment B  
Supplemental Agreement No. 4

Supplemental Agreement No. 4 is comprised of no-cost extension of time to June 30, 2017 due to the delays in right-of-way acquisition.



14003650

# Legislative Branch

RL Number: 16-118  
Date Submitted: 5/27/16

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: rstandish@cityofbinghamton.com

### RL Information

Proposed Title: Supplemental No. 1 with McFarland Johnson on the E. Clinton St. Bridge Rehabilitation, PIN 9753.85 for Additional Design

Suggested Content: Supplemental No. 1 with McFarland Johnson on the E. Clinton St. Bridge Rehabilitation, PIN 9753.85 for additional design work. During a bridge inspection performed in 2014 it was discovered that the existing bridge requires more widespread improvements than originally anticipated. The cost of Supplemental No. 1 is ~~\$47,928.00~~ <sup>\$161,572</sup> which will be reimbursed 80% Fed. money.

Budget line available for Supplemental No. 1 is H5120.525025.40914 - E. Clinton St. Bridge

*TRR Contract # 237,255*  
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): R11-61

|   |  |
|---|--|
| 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"/> |

Total cost for fee for MJ is \$237,256 33

# **Supplemental Agreement No. 1**

## **Scope of Services**

### **Prepared for:**

**City of Binghamton  
Department of Engineering  
City Hall, Government Plaza  
Binghamton, NY 13901-3776**

### **Describing Services for:**

**PIN 9753.85, BIN 2226120  
E. Clinton Street Bridge Rehabilitation  
City of Binghamton**

**5/17/16**



**McFarland Johnson**

## Table of Contents – Supplemental Agreement No. 1

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## Section 1 - General

### 1.01 Project Description and Location

**Project Name:** Rehabilitation of the E. Clinton Street Bridge - PIN 9753.85

**Project Description:** McFarland-Johnson, Inc. (the "**Consultant**") shall provide Design Services for the City of Binghamton (the "**Sponsor**") related to the project identified above.

*Supplemental Agreement No. 1 provides for additional services required to complete the subject project that were not included in the original Agreement. During a bridge inspection performed by McFarland Johnson in 2014, it was discovered that the existing bridge requires more widespread improvements than originally anticipated in order to extend the service life of the existing structure. These required improvements include extensive replacement & rehabilitation of the concrete parapets, repairs to the spandrel columns and interior walls, repairs to the inspection chambers, concrete arch repairs adjacent to construction joints, widespread concrete repairs to the fascias, and concrete repairs to the abutments and wingwalls. Supplemental Agreement No. 1 consists of additional bridge inspection effort, updating the design approval document and additional design and plan development to detail the required concrete repairs for the bridge components described above.*

**Project Limits:** The limits of the project extend approximately 50 feet beyond the approach slabs at each end of the bridge for a total distance of approximately 550 feet

**Sponsor:** City of Binghamton  
**County:** Broome

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above and as detailed elsewhere in the original scope of work or the scope of work defined in this Supplemental Agreement No. 1.

### 1.02 Project Manager

The **Sponsor's** Project Manager for this project is:

Name: Ray L. Standish, P.E.  
Phone #: 607-772-7007  
Email: [rstandish@cityofbinghamton.com](mailto:rstandish@cityofbinghamton.com)

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

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

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

### 1.03 Project Classification

This project is a Categorical Exclusion action under USDOT Regulations, 23 CFR 771.

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is a Type II.

### 1.04 Categorization of Work

Project work is generally divided into the following sections for Supplemental Agreement No. 1.

|            |                                    |
|------------|------------------------------------|
| Section 1  | General                            |
| Section 2  | Data Collection & Analysis         |
| Section 3  | Preliminary Design                 |
| Section 6  | Detailed Design                    |
| 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 described in Sections 1, 2, 3, 6, and 10.

### 1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information (as available):

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Traffic data.
- Record as-built plans.
- Available project studies and reports.
- Other relevant documents pertaining to the project.
- Existing ROW Data (electronic files of ROW and Easement Maps)
- Existing Utility Data

The **Consultant** will become familiar with the project before starting any work including a thorough review of all supplied project information and a site visit to become familiar with field conditions.

### 1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Sponsor's** Contract Administrator. Meetings may be held to include but not limited to:

- Discuss all project issues, objectives, etc. with **Sponsor** ( a "kick-off" meeting)
- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on project specifics.

- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date for comment and approval.

### 1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Progress Report Summary Sheet" (Appendix 6-11 of the "Locally Administered Federal Aid Procedures Manual"). The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period).

### 1.08 Policy and Procedures

The design of this project will be progressed in accordance with the "Locally Administered Federal Aid Procedures Manual," including the latest updates.

### 1.09 Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

### 1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime **Consultant's** and other subconsultants' work.

### 1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the "Locally Administered Federal Aid Procedures Manual."

## Section 2 - Data Collection & Analysis

### 2.01 Design Survey (Not Used)

### 2.02 Design Mapping (Not Used)

### 2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

### 2.04 Accident Data and Analysis (Not Used).

### 2.05 Traffic Counts

The **Sponsor** will provide traffic count data for use by the **Consultant**.

### 2.06 Capacity Analysis (Not Used)

### 2.07 Future Plans for Roadway and Coordination with Other Projects

The **Sponsor** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **Sponsor** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes). The **Sponsor** will provide all necessary information pertaining to the other projects or developments.

### 2.08 Soil Investigations (Not Used)

### 2.09 Hydraulic Analysis (Not Used)

### 2.10 Bridges to be Rehabilitated

#### 2.101 Inspection

The **Consultant** will perform a field inspection of the bridge to determine its condition and to establish the rehabilitation work necessary. The intent is to supplement the inspection done as part of the NYSDOT's ongoing bridge inspection program, not duplicate it.

**2.102 Bridge Deck Evaluation (Not Used)**

**2.103 Load Rating of Existing Bridge (Not Used)**

**2.104 Fatigue Evaluation (Not Used)**

**2.11 Pavement Evaluation (Not Used)**

**2.12 Environmental Testing (Not Used)**

## Section 3 - Preliminary Design

### 3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project, and will establish project-specific design criteria.

### 3.02 Development of Alternatives (Not Used)

### 3.03 Cost Estimates

The **Consultant** will develop, provide and maintain a cost estimate.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes and construction impacts.

### 3.04 Preparation of Draft Design Approval Document

This project is a minor bridge rehabilitation project as defined in Chapter 19.1 of the Bridge Design Manual. Based on the guidance included in EB 10-052, for minor bridge rehabilitation projects, the Design Approval Document (DAD) should be an Initial Project Proposal/Final Design Report (IPP/FDR).

The **Consultant** will prepare a Draft IPP/FDR, which will include the results of analyses and/or studies performed in other Sections of this document. The IPP/FDR will be formatted as specified in the "Locally Administered Federal Aid Procedures Manual".

The **Consultant** will submit a Draft IPP/FDR in PDF format to the **Sponsor** for review. The **Sponsor** will review the Draft IPP/FDR and provide the **Consultant** with review comments. The **Consultant** will revise the Draft IPP/FDR to incorporate the comments.

### 3.05 Advisory Agency Review

The **Consultant** will provide the **Sponsor** with 3 copies of the signed Draft IPP/FDR for distribution to environmental and other local or state advisory agencies.

The **Sponsor** will distribute the Draft IPP/FDR to the advisory agencies.

The **Consultant** will assist the **Sponsor** in evaluating and preparing individual responses to the review comments received.

### 3.06 Public Informational Meeting (Not Used)

### 3.07 Preparation of Final Design Approval Document (IPP/FDR)

The **Sponsor** will obtain all necessary approvals and concurrences, and will publish all applicable

legal notices.

The **Consultant** will prepare the Design Recommendation, and will modify the IPP/FDR to include the Design Recommendation, re-title the IPP/FDR in accordance with the NYSDOT Design Procedure Manual, and update existing conditions and costs as necessary.

The **Consultant** will submit a PDF file of the Final IPP/FDR to the **Sponsor** for review. The **Sponsor** will review the Final IPP/FDR and provide the **Consultant** with review comments. The **Consultant** will revise the Final IPP/FDR to incorporate the comments, and provide a PDF file to the **Sponsor**.

The **Sponsor** will distribute the Final IPP/FDR to the NYSDOT for a Final Environmental Determination. The NYSDOT will make the determination or obtain FHWA's determination. If necessary, the NYSDOT will transmit the Final IPP/FDR to FHWA for final review and concurrence. The **Consultant** will again revise the Final IPP/FDR to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review, and provide a PDF file to the **Sponsor**.

The **Sponsor** will grant or obtain, from or through the NYSDOT, Design Approval.

**Section 4 - Environmental**

*Not Used*

**Section 5 - Right-of-Way**

*Not Used*

## Section 6 - Detailed Design

### 6.01 Preliminary Bridge Plans

#### 6.011 New and Replacement Bridges (Not Used)

#### 6.012 Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Sponsor** for review a Preliminary Bridge Rehabilitation Plan, which will be sufficiently developed to:

- Show basic concepts and major details (including all existing and proposed utilities).
- Acquaint affected parties with the project and project components.
- Serve as an instrument for initial approval.
- Provide a basis for the development of final plans.

The plan should indicate maintenance and protection of traffic provisions and be accompanied by a cost estimate.

#### 6.013 Selected Structural Treatment

The **Consultant** will modify the Preliminary Bridge Rehabilitation Plan to incorporate **Sponsor** review comments.

The **Sponsor** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

### 6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be 90% complete.

Advance Detail Plans will be in accordance with the "Locally Administered Federal Aid Procedures Manual."

The **Consultant** will prepare and submit 9 copies of the ADPs to the **Sponsor** for distribution and review. The **Consultant** will modify the design to reflect the comments generated from the review of the ADP package.

### 6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents utilizing either the Sponsor's front end or a Sponsor/NYSDOT hybrid front end.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- PS&E Transmittal Memo.
- Construction Management (Monitoring) Plan.
- A list of supplemental information available to bidders (i. e., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit 3 preliminary copies of the contract documents to the **Sponsor** for review and comment. After revising the contract documents to incorporate comments, the **Consultant** will submit 6 copies of the final contract documents to the **Sponsor** for distribution.

The **Consultant** will work with the County to develop contract documents with required sections and language to comply with Federal, NYSDOT and County requirements.

#### 6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

#### 6.05 Utilities

The **Consultant** will coordinate required relocations with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. The **Sponsor** will be responsible for obtaining signed agreements.

#### 6.06 Railroads (Not Used)

#### 6.07 Bridge Inventory and Load Rating Forms (Not Used)

#### 6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. Unless otherwise directed, the electronic information will be in AutoCAD format. An electronic PDF copy of the contract documents will be submitted to the **Sponsor**.

**Section 7 - Advertisement, Bid Opening and Award**

*Not Used*

**Section 8 - Construction Support**

*Not Used*

**Section 9 - Construction Observation**

*Not Used*

*46*

## **Section 10 - Estimating & Technical Assumptions** **Supplemental Agreement No. 1**

### **10.01 Estimating Assumptions**

The following assumptions have been made for estimating purposes:

- Section 1) Estimate 6 meetings during the life of this agreement.  
Estimate 12 cost and progress-reporting periods will occur during the life of this agreement.
- Section 2) Estimate 0 accidents will require analysis.  
Estimate 0 capacity analyses will be required.  
Estimate 0 soil borings will be taken.
- Section 3) Estimate 1 concept will be evaluated.  
Estimate 1 cost estimate will be required during preliminary design.
- Section 4) Not Used.
- Section 5) Not Used
- Section 6) Estimate 1 cost estimate(s) plus 1 updates will be required.  
Estimate 1 bridge will be rehabilitated.  
Estimate 0 utility companies and 0 railroad agencies will be affected.
- Section 7) Not Used.
- Section 8) Not Used.
- Section 9) Not Used.

### **10.02 Technical Assumptions – Supplemental Agreement No. 1**

- It is assumed that the existing concrete parapet will be repaired and/or replaced in-kind as necessary.
- It is assumed that the proposed bridge improvements will require coordination with SHPO and that these efforts will consist of a letter outlining the proposed bridge improvements.
- Design Survey and Mapping are not required for this minor bridge rehabilitation project.
- A load rating is not required for this project.

**E. Clinton Street Bridge Rehabilitation  
PIN 9753.85**

**City of Binghamton  
SUPPLEMENTAL AGREEMENT NO. 1**

**5/19/16**

**FEE SUMMARY**



|  | DESIGN / PLANNING SERVICES | CONSTRUCTION SERVICES |
|--|----------------------------|-----------------------|
| 1. DIRECT TECHNICAL LABOR  | \$47,928.00                |                       |
| 2. ESTIMATED OVERHEAD EXPENSES AND PAYROLL BURDEN<br>Based on Percentage of Direct Salary Cost<br>(exclusive of Premium Pay) with the estimated<br>Percentage being 175.00 % | \$83,874.00                |                       |
| 3. SUBTOTAL OF ITEMS 1 & 2   | \$131,802.00               |                       |
| 4. FIXED FEE / PROFIT  | \$19,770.30                |                       |
| 5. DIRECT EXPENSES   |                            |                       |
| 6. SUBCONSULTANT COSTS   |                            |                       |
| 7. SUBCONTRACT COSTS - (ESTIMATE )   | \$10,000.00                |                       |
| Bridge Inspection Vehicle (2 days)   | \$10,000                   |                       |
| 8. OVERTIME PREMIUM  |                            |                       |
| 9. TOTAL FEE ESTIMATE  | \$161,572.30               |                       |

10. TOTAL FEE FOR ALL SERVICES

**\$161,573**

NOTE: Authorized hours worked in excess of forty per week are subject to a premium time charge

NOTE: MJ's current fee for this project is \$75,683. Total contract amount will be increased to \$237,256 with SA No. 1.

**E. Clinton Street Bridge Rehabilitation  
PIN 9753.85**

**City of Binghamton  
SUPPLEMENTAL AGREEMENT NO. 1**

**5/19/16**



**McFarland Johnson**

**McFARLAND-JOHNSON LABOR RATES**

**DIRECT TECHNICAL LABOR**

| <u>CLASSIFICATION</u>                            | <u>CURRENT<br/>AVG. RATE</u> | <u>PROJECT<br/>AVG. RATE</u> | <u>2016<br/>MAX. RATE</u> |
|--|------------------------------|------------------------------|---------------------------|
| Vice President (VP)                              | \$92.95                      | \$92.95                      | \$105.00                  |
| Regional Office/Division Manager (DM)            | \$65.80                      | \$65.80                      | \$65.80                   |
| Senior Project Manager (SPM)                     | \$62.90                      | \$62.90                      | \$73.60                   |
| Sr. Project Engineer (SPE)                       | \$48.34                      | \$48.34                      | \$55.60                   |
| Project Engineer (PE)                            | \$44.65                      | \$44.65                      | \$48.50                   |
| Senior Engineer (SE)                             | \$37.42                      | \$37.42                      | \$41.22                   |
| Assistant Engineer (AE)                          | \$32.03                      | \$32.03                      | \$34.50                   |
| Junior Engineer (JE)                             | \$25.85                      | \$25.85                      | \$30.34                   |
| Senior Technician (ST)                           | \$29.85                      | \$29.85                      | \$32.50                   |
| Technician (T)                                   | \$26.18                      | \$26.18                      | \$28.00                   |
| Junior Technician (JT)                           | \$14.40                      | \$14.40                      | \$14.40                   |
| Construction Supervisor / Resident Engineer (CS) | \$42.22                      | \$42.22                      | \$47.00                   |
| Senior Inspector (SI)                            | \$37.61                      | \$37.61                      | \$41.22                   |
| Inspector (I)                                    | \$32.86                      | \$32.86                      | \$35.70                   |

Assume Notice to Proceed: 6/1/2016  
 Design Project Duration (months):  
 Assume Salary Escalation: 4.0%

| Year | Compounded Escalation Factor | % Work in year | Effective % |
|------|------------------------------|----------------|-------------|
| 2016 | 1.000                        | 100.0%         | 100.0%      |
| 2017 | 1.040                        |                |             |
| 2018 | 1.082                        |                |             |
|      |                              | 100.0%         | 100.0%      |

**E. Clinton Street Bridge Rehabilitation  
PIN 9753.85**

**City of Binghamton  
SUPPLEMENTAL AGREEMENT NO. 1**

**5/19/16**



**McFarland Johnson**

**DIRECT COSTS**

|   | DESIGN /<br>PLANNING<br>SERVICES | CONSTRUCTION<br>SERVICES |
|---|----------------------------------|--------------------------|
| Travel Related Costs:<br><br>Vehicle Cost Plus Fuel<br>Lodging and Meals<br>Per Diem<br><br>Reproduction<br><br>CADD Plots<br>Prints<br>Photocopies<br><br>Photo Costs<br><br>Telephone/Fax:<br><br>Postage/Delivery<br><br>Miscellaneous |                                  |                          |



E. Clinton Street Bridge Rehabilitation  
 PIN 9753.85

City of Binghamton  
 SUPPLEMENTAL AGREEMENT NO. 1

5/19/16



ESTIMATED HOURS

| PHASE/TASK DESCRIPTION   | HOURS BY CLASSIFICATION |         |         |         |          |         |          |         |         |         |         |         |         | SUM      |
|--|-------------------------|---------|---------|---------|----------|---------|----------|---------|---------|---------|---------|---------|---------|----------|
|  | VP                      | DM      | SPM     | SPE     | PE       | SE      | AE       | JE      | ST      | T       | JT      | CS      | SI      |          |
|  | \$92.95                 | \$65.80 | \$62.90 | \$48.34 | \$44.65  | \$97.42 | \$32.03  | \$25.65 | \$29.65 | \$26.18 | \$14.40 | \$42.22 | \$37.61 | \$32.86  |
| 1.05 Project Familiarization   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 1.06 Meetings  |                         |         | 20      |         |          |         |          |         |         |         |         |         |         | 20       |
| 1.07 Cost and Progress Reporting                                       |                         |         | 8       |         |          |         |          |         |         |         |         |         |         | 8        |
| 1.10 Subconsultants  |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.011-2.015 Design Survey  |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.02 Design Mapping  |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.04-2.06 Accident Data and Analysis / Traffic Counts / Capacity Anal. |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.08 Soil Investigations   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.09 Hydraulic Analysis  |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 2.101-2.104 Bridges to be Rehabilitated                                |                         |         | 16      |         | 60       |         | 80       |         |         |         |         |         |         | 136      |
| 2.11 Pavement Evaluation   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 3.01 Design Criteria   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 3.021 Selection of Design Alternatives                                 |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 3.022-3.03 Detailed Evaluation of Alternatives / Cost Estimates        |                         |         | 8       |         | 20       |         | 20       |         |         |         |         |         |         | 48       |
| 3.04-3.05 Preparation of Draft DAD / Advisory Agency Meeting           |                         |         | 8       |         | 40       |         | 20       |         |         |         |         |         |         | 68       |
| 3.061-3.062 Public Information Meetings / Public Hearing               |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 3.07 Preparation of Final DAD  |                         |         | 8       |         | 24       |         | 12       |         |         |         |         |         |         | 56       |
| 4.01-4.02 NEPA Classification / SEQRA Classification                   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 4.03 Screenings and Preliminary Investigations                         |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 4.04 Detailed Studies and Analyses                                     |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 4.05 Permits and Approvals   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 4.06 Environmental Hearing   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 5.01 Abstract Request Map and/or Title Search                          |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 5.02 Right-of-Way Survey   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 5.03 Right-of-Way Mapping  |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 5.04 Right-of-Way Plan   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 6.01-6.013 Conceptual Bridge Plans                                     |                         |         | 8       |         | 40       |         | 30       |         |         |         |         |         |         | 108      |
| 6.02 Advance Detail Plans  |                         |         | 40      |         | 200      |         | 165      |         |         |         |         |         |         | 605      |
| 6.03 & 6.06 Contract Documents / Information Transmittal               |                         |         | 16      |         | 48       |         | 28       |         |         |         |         |         |         | 112      |
| 6.04 Cost Estimate   |                         |         | 4       |         | 20       |         | 20       |         |         |         |         |         |         | 44       |
| 6.05 Utilities   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 6.06 Railroads   |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 6.07 Bridge Inventory and Load Rating Forms                            |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| 7.01-7.03 Advertisement / Bid Opening / Award                          |                         |         |         |         |          |         |          |         |         |         |         |         |         |          |
| Total Hours - Design / Planning Services                               |                         |         | 136     |         | 452      |         | 355      |         |         |         |         |         |         | 1205     |
| Total Labor Cost - Design / Planning Services                          |                         |         | \$8,554 |         | \$20,182 |         | \$11,371 |         |         |         |         |         |         | \$47,928 |



# Legislative Branch

RL Number:  
16-119  
Date Submitted:  
5/27/16

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: 772-7007

### RL Information

Proposed Title: A Resolution Authorizing the Mayor to Renew the 2015 Term Agreement with McFarland Johnson for Electrical and Mechanical Design Services for Various Projects

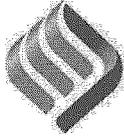
Suggested Content: A Resolution Authorizing the Mayor to renew the 2015 Term Agreement with McFarland Johnson for Electrical and Mechanical Design Services for various 2016 projects on as as needed basis. This Term Agreement is NTE \$50,000.00. No budget line attached to this agreement as it is on an "As Needed" basis and would be funded with the budget line associated with the project.

### 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): R15-32

|   |  |
|---|--|
| 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"/> |



# McFarland Johnson

## CITY OF BINGHAMTON MEP TERM AGREEMENT 2016 RATE SCHEDULE

| LABOR                                 |                          |
|---------------------------------------|--------------------------|
| TITLE                                 | 2016 Hourly Billing Rate |
| Regional/Division Manager (P08 )      | \$183.00                 |
| Sr. Project Manager (P07)             | \$168.00                 |
| Sr. Project Engineer (P06)            | \$147.00                 |
| Project Engineer (P05)                | \$132.00                 |
| Senior Engineer/Planner (P04)         | \$110.00                 |
| Assistant Engineer (P03)              | \$94.00                  |
| Junior Engineer (P02, P01)            | \$77.00                  |
| Senior Technician (T04)               | \$87.00                  |
| Technician (T03)                      | \$76.00                  |
| Assistant Technician (T02, T01)       | \$72.00                  |
| Resident Inspector (I04)              | \$125.00                 |
| Senior Inspector (I03) - Regular Time | \$109.00                 |
| Senior Inspector (I03) - Overtime     | \$128.00                 |
| Inspector (I01, I02) - Regular Time   | \$82.00                  |
| Inspector (I01, I02) - Overtime       | \$100.00                 |
| Support Staff                         | \$65.00                  |

| REIMBURSABLE EXPENSES          |               |
|--------------------------------|---------------|
| ITEM                           | Billing Rate  |
| Mileage                        | at IRS Rate   |
| Meals/Lodging                  | at Cost       |
| Prints(Any Size)               | \$.35/sq. ft. |
| Photocopies (outside services) | at Cost       |
| Overnight Shipping             | at Cost       |
| Subcontract Services           | Cost plus 10% |
| Consumable Inspection Supplies | at Cost       |

## AGREEMENT

THIS AGREEMENT, made this 22 day of April, 2015, by and between the CITY OF BINGHAMTON, a municipal corporation duly organized and existing under the laws of the State of New York and having offices at City Hall, 38 Hawley Street, Binghamton, New York 13901 (hereinafter "City"), and McFARLAND JOHNSON, 49 Court Street, Binghamton, NY 13902 (hereinafter "Consultant").

### WITNESSETH:

WHEREAS, the City of Binghamton, by Permanent Ordinance No. R15-37, duly adopted on April 8, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A", authorized an agreement with Consultant for professional services for the Term Agreement for Mechanical and Electrical Design Services with the City of Binghamton, at a cost not to exceed \$50,000.00, with a scope to be negotiated on a per assignment basis.

NOW, THEREFORE; in consideration of the mutual covenants, promises and agreements contained herein, the City and the Consultant do hereby agree as follows:

### I. GENERAL

#### A. Definitions

- (1) B.C.S. - As used in this Agreement, the term "B.C.S." shall refer to the Board of Contract and Supply as duly authorized and empowered by Article XII of the Administrative Code of Binghamton City.
- (2) City - As used in this Agreement, the term "City" shall refer to the City of Binghamton located at City Hall, 38 Hawley Street, Binghamton, New York.
- (3) Date of Execution - As used in this Agreement, the term "Date of Execution" shall refer to the date of execution of this Agreement and any subsequent modification of the terms, compensation, or scope of services pertinent to unperformed work.
- (4) "Consultant" - As used in this Agreement, the term "Consultant" shall refer to McFARLAND JOHNSON.
- (5) Exhibit "A" - The term "Exhibit 'A'" as used in this Agreement shall refer to the Permanent Resolution No. R15-37 adopted by Binghamton City Council on April 8, 2015. Such Ordinance is attached hereto and made a part hereof.
- (6) Exhibit "B" - The term "Exhibit 'B'" as used in this Agreement shall refer to the Proposal submitted by the Consultant and approved by the City, consisting of Fee Schedule, Detailed

Legal Counsel Approval   
RL15-059

Introductory No. R15-38

Permanent No. R15-37



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: April 8, 2015

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

Introduced by Committee: Finance

RESOLUTION

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN AGREEMENT WITH  
MCFARLAND JOHNSON FOR ELECTRICAL  
DESIGN FOR VARIOUS PROJECTS, NOT TO  
EXCEED \$50,000

WHEREAS, the City of Binghamton wishes to enter into an agreement with McFarland Johnson, Inc. for electrical design on an as-needed basis for various projects at a total cost not to exceed \$50,000.00; and

WHEREAS, the rate for each service to be provided is set forth in the attached fee schedule; and

WHEREAS, funding in the amount of \$26,000.00 is available in budget line H8120.525055.40914 (Repl Sewer Lines) and \$24,000.00 is available in budget line H8340.525058.40914 (Water Lines).

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 McFarland Johnson, Inc. for electrical design on an as-needed basis for various projects at a total cost not to exceed \$50,000.00; and be it further

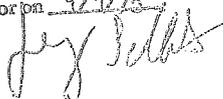
RESOLVED that funds in the amount of \$26,000.00 will be deducted from budget line H8120.525055.40914 (Repl Sewer Lines) and \$24,000.00 from budget line H8340.525058.40914 (Water Lines).

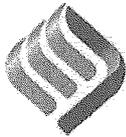
I HEREBY CERTIFY that the above described funds are unencumbered and available.



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 4/8/15 Approved by the Mayor on 4/8/15





# McFarland Johnson

## CITY OF BINGHAMTON MEP TERM AGREEMENT 2016 RATE SCHEDULE

| LABOR                                 |                          |
|---------------------------------------|--------------------------|
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| Inspector (I01, I02) - Overtime       | \$100.00                 |
| Support Staff                         | \$65.00                  |

| REIMBURSABLE EXPENSES          |               |
|--------------------------------|---------------|
| ITEM                           | Billing Rate  |
| Mileage                        | at IRS Rate   |
| Meals/Lodging                  | at Cost       |
| Prints(Any Size)               | \$.35/sq. ft. |
| Photocopies (outside services) | at Cost       |
| Overnight Shipping             | at Cost       |
| Subcontract Services           | Cost plus 10% |
| Consumable Inspection Supplies | at Cost       |

|  |   |   |
|--|---|---|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |   | DATE (MM/DD/YY)<br>06/10/2015   |
| <b>PRODUCER</b><br>Fenner & Esler Agency, Inc.<br>PO Box 60<br>Oradell, NJ 07649   | 1-201-262-1200  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|  |   | <b>INSURERS AFFORDING COVERAGE</b>  |
| <b>INSURED</b><br>McFarland-Johnson, Inc.<br>att: Frank J. Greco<br>49 Court Street, Metrocenter<br>PO Box 1980<br>Binghamton, NY 13902-1980 | INSURER A: Atlantic Specialty Insurance<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E: |   |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                    | TYPE OF INSURANCE  | POLICY NUMBER                  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |                      |        |                    |    |                            |    |                             |    |
|-----------------------------|--|--------------------------------|----------------------------------|-----------------------------------|---|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
|                             | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                |                                  |                                   | EACH OCCURRENCE \$<br>FIRE DAMAGE (Any one fire) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$   |                      |        |                    |    |                            |    |                             |    |
|                             | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |                                |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |                      |        |                    |    |                            |    |                             |    |
|                             | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |                                |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |                      |        |                    |    |                            |    |                             |    |
|                             | <b>EXCESS LIABILITY</b><br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |                                |                                  |                                   | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$<br>\$<br>\$  |                      |        |                    |    |                            |    |                             |    |
|                             | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |                                |                                  |                                   | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width: 50%; text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS        | OTH-ER   |                                |                                  |                                   |   |                      |        |                    |    |                            |    |                             |    |
| E.L. EACH ACCIDENT          | \$   |                                |                                  |                                   |   |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - EA EMPLOYEE  | \$   |                                |                                  |                                   |   |                      |        |                    |    |                            |    |                             |    |
| E.L. DISEASE - POLICY LIMIT | \$   |                                |                                  |                                   |   |                      |        |                    |    |                            |    |                             |    |
| A                           | <b>OTHER Professional Liability</b>  | DPL-4423-15<br>FULL PRIOR ACTS | 06/15/15                         | 06/15/16                          | Per Claim \$ 5,000,000<br>Annual Aggregate \$ 5,000,000<br>Deductible per clm \$ 50,000   |                      |        |                    |    |                            |    |                             |    |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Binghamton Mechanical and Electrical Engineering Design Services Term Agreement,  
 MJ Project No. 18047.OE

|   |                                     |   |
|---|-------------------------------------|---|
| <b>CERTIFICATE HOLDER</b>   | ADDITIONAL INSURED; INSURER LETTER: | <b>CANCELLATION</b>   |
| City of Binghamton<br><br>City Engineer<br>City Hall, 38 Hawley Street<br><br>Binghamton, NY 13901-3776 | USA                                 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE |

57

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



**QUICK REFERENCE  
BUSINESS LIABILITY COVERAGE FORM  
READ YOUR POLICY CAREFULLY**

| <b>BUSINESS LIABILITY COVERAGE FORM</b>                          | <b>Beginning on Page</b> |
|--|--------------------------|
| <b>A. COVERAGES</b>  | <b>1</b>                 |
| Business Liability   | 1                        |
| Medical Expenses   | 2                        |
| Coverage Extension - Supplementary Payments                      | 2                        |
| <b>B. EXCLUSIONS</b>   | <b>3</b>                 |
| <b>C. WHO IS AN INSURED</b>                                      | <b>10</b>                |
| <b>D. LIABILITY AND MEDICAL EXPENSES<br/>LIMITS OF INSURANCE</b> | <b>14</b>                |
| <b>E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS</b>      | <b>15</b>                |
| 1. Bankruptcy  | 15                       |
| 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit     | 15                       |
| 3. Financial Responsibility Laws                                 | 16                       |
| 4. Legal Action Against Us                                       | 16                       |
| 5. Separation Of Insureds  | 16                       |
| 6. Representations   | 16                       |
| 7. Other Insurance   | 16                       |
| 8. Transfer Of Rights Of Recovery Against Others To Us           | 17                       |
| <b>F. OPTIONAL ADDITIONAL INSURED COVERAGES</b>                  | <b>18</b>                |
| Additional Insureds  | 18                       |
| <b>G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS</b>             | <b>20</b>                |

**BUSINESS LIABILITY COVERAGE FORM**

**...2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**  
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**  
Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily Injury" or "personal and advertising injury":**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by,

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**BUSINESS LIABILITY COVERAGE FORM**

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. — Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

**BUSINESS LIABILITY COVERAGE FORM**

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**F. LIABILITY AND MEDICAL EXPENSES  
GENERAL CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

**c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

**d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

**f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. - Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. - Coverages.

## BUSINESS LIABILITY COVERAGE FORM

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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**BUSINESS LIABILITY COVERAGE FORM**

**F: OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor Of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured -- State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily Injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured -- Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily Injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured -- Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

09448

\*21A0201AQ17020109



## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured - Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured - Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. - Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. - Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily Injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

STATE OF NEW YORK  
 WORKER'S COMPENSATION BOARD  
 CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

|   |  |
|---|--|
| <p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>MCFARLAND-JOHNSON, INC.<br/>         P O BOX 1980<br/>         BINGHAMTON, NY 139020</p>  | <p>1b. Business Telephone Number of Insured<br/>         (607) 723-9421</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured<br/>         8850649</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/>         160770183</p> |
| <p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Binghamton<br/>         38 Hawley Street<br/>         Binghamton, NY 13901</p> | <p>3a. Name of Insurance Carrier<br/> <b>The Guardian Life Insurance Company of America</b></p> <p>3b. Policy Number of entity listed in box "1a":<br/>         00018268-0000</p> <p>3c. Policy effective period:<br/>         01/01/2016 to 01/01/2017</p>                                  |

4. Policy Covers:

- a.  All of the employer's employees eligible under the New York Disability Benefits Law
- b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed: 01/11/2016

By: Stuart J. Shaw  
 Stuart J. Shaw, FSA, MAAA

Telephone Number: 1-888-278-4542

Title: Vice President, Group Insurance

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

State Of New York  
 Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed:

By: \_\_\_\_\_  
 (Signature of NYS Workers' Compensation Board Employee)

Telephone Number:

Title:

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220.Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

|   |   |
|---|---|
| <p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>McFarland-Johnson, Inc<br/>49 Court Street<br/>PO Box 1980<br/>Binghamton, NY 13902-1980</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p><b>1b. Business Telephone Number of Insured</b><br/>607-723-9421</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br/>16-0770183</p>   |
| <p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>City of Binghamton<br/>38 Hawley Street<br/>Binghamton, NY 13901</p>  | <p><b>3a. Name of Insurance Carrier</b><br/>Hartford</p> <p><b>3b. Policy Number of entity listed in box "1a"</b><br/>01WBCPT5691</p> <p><b>3c. Policy effective period</b><br/>01/01/2016 to 01/01/2017</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b><br/><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br/><input type="checkbox"/> all excluded or certain partners/officers excluded.</p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Debbie Blanchard/Robert J. Hanafin Inc. A Division of IOA Northeast Inc.  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/17/2016  
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 607-754-3500

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



# Legislative Branch

RL Number:  
10-113  
Date Submitted:  
5/16/16

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:** Binghamton-Johnson City Joint Sewage Board  
**Title/Department:** Charlie Pearsall, Business Manager  
**Contact Information:** cpearsall@stny.rr.com, 607-765-6870

### RL Information

**Proposed Title:** Transfer of 2016 Budget Appropriations in Chemicals line to Equipment and Pump Repairs line for 2016 Budget to allow removal and replacement of drive unit and control in the Sludge Thickener No. 3.  
**Suggested Content:** The Binghamton-Johnson City Joint Sewage Board requests the Owners transfer \$114,000.00 from Chemicals (J8130.54150) and increase Equipment and Pump Repair line (J8130.54621) for the 2016 Budget.

### 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"/> |

**REQUEST FOR LEGISLATION  
TO THE  
BOARD OF TRUSTEES  
OF THE  
VILLAGE OF JOHNSON CITY**

Requested by: Binghamton-Johnson City Joint Sewage Board  
Title & Department, if applicable: POC: Charlie Pearsall, Business Manager  
Address: 4480 Vestal Road  
Vestal, NY 13850  
Telephone: 765-6870 (cell)

**SUGGESTED TITLE:** Transfer of 2016 Budget Appropriations in Chemicals line to Equipment & Pump  
Repairs line for removal and replacement of drive unit and control in Thickener No. 3.

**PURPOSE OF LEGISLATION:** The Binghamton-Johnson City Joint Sewage Board resolved to increase the  
Equipment and Pump Repair expense line with funds from the Chemicals expense line to allow for the  
removal and replacement of the drive unit and control unit for Sludge Thickener No. 3 to replace a failed  
equipment in service.

**SUGGESTED CONTENT:** The Binghamton-Johnson City Joint Sewage Board requests the Owners to  
enact legislation to transfer \$114,000.00 from Chemicals (line J8130.54150) and increase  
Equipment and Pump Repairs (line J8130.54621) for the 2016 Budget.

## INVITATION TO BID

Sealed bids will be received by the Binghamton-Johnson City Joint Sewage Board (Board) in accordance with the Bidding Documents for:

### THICKENER NO. 3 DRIVE REPLACEMENT (Contract for Construction)

at the Binghamton-Johnson City Joint Sewage Treatment Plant (Plant), 4480 Vestal Road (Building 4551), Vestal (Broome County), New York 13850, until 2:00 PM local time on the 12<sup>th</sup> day of May 2016, after which time and at which place they will be publicly opened and read aloud.

As described in the Bidding Documents, the Work under the Contract for Construction to be performed by the successful Bidder consists of, but is not necessarily limited to, access, rigging and removal of a failed circa-1970 Dorr-Oliver 80S1 motorized 90-degree center Drive Unit from its mounting frame within the 56' outside diameter aluminum geodesic-domed gravity Sludge Thickener No. 3, palletizing for movement, unpacking the Board-procured replacement/new Ovivo EWT™ C60LT motorized 90-degree center Drive Unit (weighing approximately 7,000 pounds), rigging, mechanical installation, alignment and shimming as well as reinstallation of any Thickener elements and appurtenances removed for access. Some work related to replacement of the Drive Unit will be performed by

Plant Operators, Plant Electricians and/or Plant Mechanics and, thus, is not part of the Work under the Contract for Construction. The Project is not subject to the Wicks Law.

Bidding Documents may be examined at the following locations:

the Plant's office (at the address listed above)

and

Associated Building Contractors of the Triple Cities, Inc., 15 Belden Street, Binghamton, New York 13905

and a reference digital set without the separately-bound Bid Forms packet can be viewed on the Internet at URL: <http://tinyurl.com/TD3documents>.

In order to be qualified to submit a Bid, a Bidder must become a Planholder by purchasing at least one paper set of the Bidding Documents. Bidding Documents may be purchased at the Plant's office, upon receipt of a refundable deposit, by check made payable to the "Binghamton-Johnson City Joint Sewage Board", in the amount of \$20.00 for each set. A separate, non-refundable check made payable to the "Binghamton-Johnson City Joint Sewage Board" in the amount of \$35.00 per set for shipping and handling, together with written contact information and shipping address, is also required for Bidding Documents not picked-up in person. Bidding Documents will not be issued in partial sets or shipped to P.O. Boxes. Requests for Bidding Documents received after May 5, 2016 will not be honored.

Deposits will be refunded when Bidding Documents are returned complete, undamaged, unmarked and reusable, within 10 days after bid opening. Failure to comply will result in forfeiture of the deposit.

In order to be qualified to submit a Bid, prospective bidders are required to attend and participate in a MANDATORY Pre-Bid Conference and walk-through at one of the following dates/times:

(Session A) 1:30 PM on the 28<sup>th</sup> day of April, 2016,

or

(Session B) 10:30 AM on the 3<sup>rd</sup> day of May, 2016,

at the Plant Office (Building 4551), 4480 Vestal Road, Vestal NY 13850. Representatives of the Plant Superintendent will be present to discuss the Project. A site visit and walk-through of the Project Site and other related areas of the Plant will immediately follow the Pre-Bid Conference, and prospective bidders will be allowed to perform a site inspection. Prospective bidders shall furnish their own hardhat, high-visibility vest, gloves, steel-toed boots, and safety glasses, all of which are required for site visits.

At times other than listed above, appointments are required to make additional inspections of the Project Site and Plant areas associated with the Work. Such additional inspections can generally take place from 9:30 AM through 2:30 PM, Monday through Friday. Bidders shall make appointments by contacting Howard Reeve, Facilities Engineer, at

(607) 729-2975, ext. 12 or  
<HReeve01@stny.rr.com>.

Prospective bidders may submit written questions regarding the Work and/or Bidding Documents to Howard Reeve, Facilities Engineer, at <HReeve01@stny.rr.com>, or by FAX to (607) 729-3041, or by mail addressed to him at the Plant's office address, provided such questions are received by 3:00 PM local time on the eighth day prior to the Bid Submission deadline.

No Bidder may withdraw its Bid within 45 days after the date of the Bid opening. The successful Bidder must furnish a 100% Performance Bond and a 100% Payment Bond with a surety company satisfactory to the Board's Co-Counsel in conformity with the prerequisite requirements of Article 5 of the General Conditions on the forms included in the Bidding Documents.

The Board reserves the right to reject any and all bids.

# # # #



# Legislative Branch

RL Number:  
16-115  
Date Submitted:  
5/25/16

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: Jared M. Kraham  
 Title/Department: Office of the Mayor  
 Contact Information: x7001

### RL Information

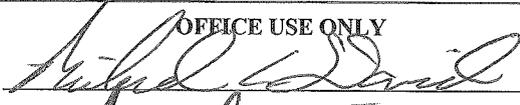
Proposed Title: A Resolution Authorizing the Mayor to Enter into an Agreement with  
Cornell Cooperative Extension for the use of FY39, FY40 and FY41 CDBG funds in an amount not to  
exceed \$10,302.00

Suggested Content: \_\_\_\_\_  
FY39 CD8676.533515 Human Services — \$135.46  
FY40 CD7310.533516 Youth Programming — \$166.54  
FY41 CD7310.533516 Youth Programming — \$10,000.00

### 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): \_\_\_\_\_

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



# Legislative Branch

RL Number:

16-125

Date Submitted:

6/2/16

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: Leighton Rogers / Ken Frank

Title/Department: City Clerk

Contact Information: 772-7005

### RL Information

Proposed Title: A Resolution accepting the donation of 45 Bevier Street.

Suggested Content: To be drafted by Corporation Council.

### 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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