City of Cortland
City Hall
25 Court Street, Cortland, New York 13045
Mayor Brian Tobin
Telephone – (607) 758-8374 Fax- (607) 756-4644
Mayor@cortland.org / www.cortland.org

Employee Learning Week 2015 Proclamation

WHEREAS, the organizations throughout City of Cortland are committed to creating a highly skilled workforce that is critical to growing and sustaining a competitive advantage; and

WHEREAS, these organizations recognize that having a knowledgeable, skilled workforce improves the performance of organizations and that learning develops individual and organizational knowledge and expertise; and

WHEREAS, the Association for Talent Development (ATD) - the world's largest association dedicated to those who develop talent in organizations - has declared December 7-11, 2015 as "Employee Learning Week" and designated this time for organizations to recognize the value of employee learning; and

WHEREAS, the Central New York Chapter of ATD, and organizations throughout the City of Cortland have demonstrated their commitment to developing the skills of employees and the workforce;

NOW, THEREFORE, I, Brian Tobin, Mayor of the City of Cortland, do hereby proclaim December 7-11, 2015, as

EMPLOYEE LEARNING WEEK

IN WITNESS WHEREOF I have hereunto set my hand this 1st day of December, in the year of our Lord, two thousand fifteen, and of the Cortland, New York.

_____

Brian Tobin, Mayor of Cortland, New York

NOTICE IS HEREBY GIVEN that the City Council of the City of Cortland in the County of Cortland, State of New York has on the ____ day of ____ 2015, duly adopted a resolution as follows:

WHEREAS, the City of Cortland desires to standardize on the brand of belt press feed sludge pumps and appurtenances utilized at the City of Cortland Wastewater Treatment Plant, and

WHEREAS, the following benefits will be realized by standardizing the sludge pumps and appurtenances utilized at the City of Cortland Wastewater Treatment Plant, but not limited to:

1. Pump performance requirements
2. Ease of maintenance
3. Reduction in the amount of replacement parts in storage
4. Reduction in staff training requirements

BE IT RESOLVED, that the City of Cortland hereby designates Penn Valley double disc positive displacement pumps and appurtenances as standard equipment for use of the belt press feed pumps and procurement within said City.

The motion to adopt the resolution was made by _____, was seconded by _____ and duly adopted by the following vote:

AYES:

NAYS:

ABSENT:

DATED:

City of Cortland
Fire Department

Charles S. Glover
Fire Chief

21 Court Street
Cortland, New York 13045

Phone: 607.756.5613
Fax: 607.758.8585
Email: cglover@cortland.org

TO: Mayor Tobin
Common Council Members

FROM: Chief Glover

DATE: November 24, 2015

RE: Bunker MOU with CPFFA

On the December 1, 2015 Common Council Agenda is a resolution authorizing the Mayor to sign (effectively renewing and extending) the Memorandum of Understanding with the firefighters union regarding the Bunker Program for the year 2016.

As you may recall, we have received permission to extend our current SAFER grant into the first trimester of 2016. Since the current MOU expires at the end of 2015, it becomes necessary to extend/renew the MOU for the Bunker Program for 2016

Other than simply extending the MOU for the New Year, there are no changes to the MOU from the previous MOU's on this matter.

There is neither cost for the city nor any impacts on budgets that will result from the renewal of the Bunker MOU. Due to our program management, we had a realization of excess funds in the grant program. We requested an extension we are being permitted, as well as advised and requested by FEMA, to spend down the grant award package.

Please let me know if you have questions regarding this information and request.

Thank you.

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Region 7
615 Erie Boulevard West, Syracuse, NY 13204-2400
P: (315) 426-7519, (315) 426-7551 | F: (315) 426-2653
www.dec.ny.gov

November 5, 2015

Brian Tobin
Mayor
City of Cortland
City Hall
25 Court Street
Cortland NY 13045

Re: Site Name: Noss Industrial Park
Site Number: E712011
SAC Number: C302976

Dear Mayor Tobin:

Enclosed are three copies of the State Assistance Contract (SAC) for the above referenced site. The site is being investigated and/or remediated under the 1996 Clean Water/Clean Air Bond Act's Environmental Restoration Program (ERP). Please sign all three copies of the SAC where indicated, have the signatures notarized, and return them to my attention within 30 calendar days. In addition, for new contacts, submit a resolution that names the contract's authorized representative by title and indicates that the entity will fund its share of the cost of the scope of work in the contract. If an amendment to the contract, return a copy of the original resolution accompanied by an original Certificate of Recording Officer affirming that the resolution remains in true force and effect.

If you have questions, please contact the Project Manager, Stephanie Fitzgerald at 315-426-7525.

Sincerely,

Harry D Warner

Harry D Warner
Regional Hazardous Waste Remedial Engineer
Division of Environmental Remediation

Enclosures

C&S Companies
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
p: (315) 455-2000
p: (315) 455-9667
www.cscos.com

November 19, 2015

Mr. Mack Cook
Director, Administration and Finance
City of Cortland
25 Court Street
Cortland, New York 13045

Re: Noss Park Brownfield Site

Dear Mr. Cook:

As discussed in recent conversations between the City of Cortland and C&S Engineers, Inc., we offer this proposal to address additional investigation work requested by the New York State Health Department (NYSDOH) and the New York State Department of Environmental Conservation (NYSDEC) on the Noss Park project. Our Scope of Services is included in Exhibit "A".

ESTIMATED COSTS

C&S will perform the services described in Exhibit "A" on a time and materials basis for the not-to exceed fee of $ 15,000 as further detailed in Exhibit "B".

The terms and conditions governing the performance and payment of our services proposed herein, including respective responsibilities and other pertinent matters are set forth in Terms and Conditions (Study and Report Phase), attached hereto as Exhibit "C". This proposal, together with attached Exhibits "A", "B" and "C" constitutes the entire agreement between us in respect to the project and may only be modified in writing and if executed by both parties. If this proposal, together with its governing terms and conditions, description of services to be rendered, and fee set forth herein meet with your approval, kindly acknowledge the same on the line indicated below and return one copy to the undersigned. A signature below will serve as notice to proceed and constitutes acceptance of this proposal which, together with Exhibits "A", "B" and "C", constitutes an Agreement between C&S Engineers, Inc. (ENGINEER) and the City of Cortland (CLIENT). This proposal will remain open for acceptance for 15 calendar days from the date of the proposal unless modified by us in writing.

Thank you for the opportunity to provide this proposal for services. Should you have any questions regarding this proposal or require additional information, please feel free to contact the undersigned.

Sincerely yours,

C&S ENGINEERS, INC.

Robert M. Palladine, Jr.
Senior Principal
Environmental Services Group

Attachment

ACCEPTED THIS _____DAY OF_____2012

BY: CITY OF CORTLAND

_____
Authorized Representative's Signature

_____
Title

Exhibit "A"
Scope of Work

Proposed Work Plan Noss Park Brownfield Site
NYSDEC Site No. E712001

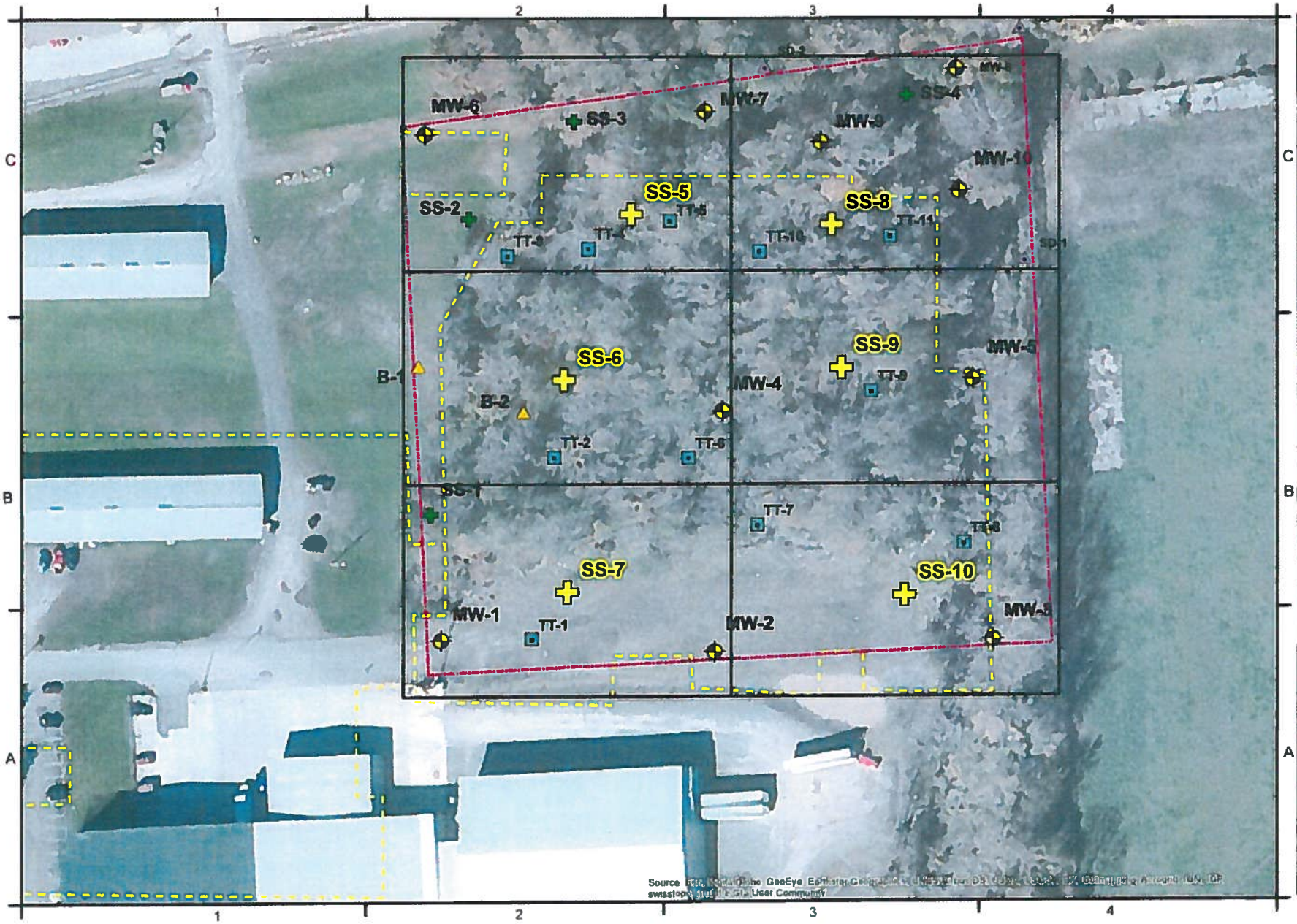
On behalf of the City of Cortland, C&S Engineers, Inc. has prepared this proposed scope of work for final field investigations and the determination of appropriate remediation at the Noss Park brownfield site at the terminus of Noss Park Drive, on the east side of South Main Street in the City of Cortland, NY. The objective of this work is to complete the investigative phase of the Environmental Restoration Program so that the City can complete its obligations under the existing State Assistance Contract (SAC). The scope of work described below was developed after a meeting with NYSDEC on September 2, 2015 and subsequent concersations with the Department.

Surface Soil Investigation

To supplement previous site investigations, this investigation will include characterization of surface soils on the site within the former building footprint. Six surface soil samples will be collected from the 0" to 2" interval below the vegetative cover across the site and the 2" to 12" interval. Proposed locations are shown on Figure 1. Actual locations will be determined in the field based on site access. Analysis of the soil samples by a subcontract laboratory will be for United States Environmental Protection Agency (USEPA) Target Compound List (TCL) SVOCs, Herbicides/Pesticides, PCBs and Target Analyte List (TAL) Metals consistent with ASP protocols. Upon completion of the sampling program, each sample location will be located via hand-held GPS to allow accurate representation on the existing site plan.

Reporting

Subsequent to the completion of field work and the receipt of laboratory data, C&S will prepare a letter report for submittal to the New York State Department of Environmental Conservation (NYSDEC). That report will include an update to the Remedial Investigation (RI) and Remedial Alternatives Analysis (RAA) Report, dated October 2013, for the site based on the data generated including a discussion of appropriate institutional and engineering controls. Note that we have assumed that a letter report will suffice to meet the NYSDEC requirements and that a rewrite of the previously submitted report will not be necessary.



C&S COMPANIES

C&S Engineers, Inc.

Legend

- Proposed Surface Samples
- Previous Sediment Sample
- Previous Monitoring Well
- Previous Surface Sample
- Previous Test Pits
- Previous Boring Location
- Property Boundary
- Approx. Former Building Limits

Noss Park Brownfield Site
City of Cortland
Cortland County, New York

N

0 Feet 100

PROJECT NO:	
DATE:	November 2015
SCALE:	AS SHOWN
DRAWN BY:	WNR
DESIGNED BY:	WNR
CHECKED BY:	RW

Proposed Sampling Location Map

Figure 1

EXHIBIT "B"

Noss Park
Supplemental Site Investigation
Budget Estimate

Labor

Title	Name		1	Task 1		Task 2		Project Totals	
				Surface Sampling		Letter Report			
			2015 Rates	Hrs	Amount	Hrs	Amount	Hrs	Amount
	Senior Principal	$ 175.00	$ 175.00		$ -	12	$ 2,100.00	12	$ 2,100.00
	Geologist	$ 88.00	$ 88.00	18	$ 1,584.00	24	$ 2,112.00	42	$ 3,696.00
	Project Env. Sci. I	$ 92.00	$ 92.00	10	$ 920.00	0	$ -	10	$ 920.00
			$ -		$ -		$ -	0	$ -
			$ -		$ -		$ -	0	$ -
			$ -		$ -		$ -	0	$ -
			$ -		$ -		$ -	0	$ -
Subtotal				28	$ 2,504.00	36	$ 4,212.00	64	$ 6,716.00

Expenses

Desc.		Unit	Rate	Unit	Amount	Unit	Amount	Unit	Amount
Air Fare		$/trip			$ -		$ -	0	$ -
Auto Rental		$/day			$ -		$ -	0	$ -
Mileage		$/mi	0.565	90	$ 50.85		$ -	90	$ 50.85
UPS Shipping		$/ea.	10.00		$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
					$ -		$ -	0	$ -
Subtotal					$ 50.85		$ -	0	$ 50.85

Laboratory Costs

Desc.		Unit	Rate	Unit	Amount	Unit	Amount	Unit	Amount
TCL VOCs		$/smp			$ -		$ -	0	$ -
TCL SVOCs		$/smp	150.00	15	$ 2,250.00		$ -	15	$ 2,250.00
TCL PCBs		$/smp	70.00	15	$ 1,050.00		$ -	15	$ 1,050.00
TCL Pesticides/Herbicides		$/smp	200.00	15	$ 3,000.00		$ -	15	$ 3,000.00
TAL Metals		$/smp	100.00	15	$ 1,500.00		$ -	15	$ 1,500.00
CP-51 VOCs		$/smp			$ -		$ -	0	$ -
CP-51 SVOCs		$/smp			$ -		$ -	0	$ -
Subtotal					$ 7,800		$ -	60	$ 7,800.00

Project Totals

	Level	Task 1		Task 2		Project Totals	
	Description	Surface Sampling		Letter Report			
LABOR			Amount		Amount		Amount
Labor Total			$ 2,504.00		$ 4,212.00		$ 6,716.00
DIRECT COSTS							
Expenses			$ 50.85		$ -		$ 50.85
Equipment			$ 150.00		$ -		$ 150.00
Laboratory Costs			$ 7,800.00		$ -		$ 7,800.00
Data Quality/Usability Review			$ -		$ -		$ -
Geophysical Survey			$ -		$ -		$ -
Test Pit Subcontractor			$ -		$ -		$ -
Desc.			$ -		$ -		$ -
Drilling and Excavation Costs			$ -		$ -		$ -
Direct Costs Total			$ 8,000.85		$ -		$ 8,000.85
COST/TASK (labor and direct)			$ 10,504.85		$ 4,212.00	PROJECT TOTAL	$ 14,716.85

Error Check TRUE
(If false, recheck calculations)

EXHIBIT "C"
TERMS & CONDITIONS
(Study and Report Phase)

These Terms and Conditions govern the performance by or through Engineer of the Scope of Services set forth in the letter part of this Agreement. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the letter and/or scope of services. Owner and Engineer agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in the letter part of this Agreement, and Owner shall pay Engineer for such Services as set forth in the letter part of this Agreement.

2.01 Payment Procedures

A. *Terms of Payment.* Refer to the letter part of this Agreement between Owner and Engineer for the method of payment to Engineer.

B. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

C. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In addition, Owner agrees to pay all expenses incurred by Engineer as a result of Owner's failure to fulfill its obligations under this Agreement, including but not limited to, costs, disbursements, and attorney's fees.

D. *Payment upon Termination.* In the event of termination of Engineer's services by Owner, Engineer will be paid for Basic Services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement except that under the lump sum method, the adjusted fee shall be determined by proportioning the stipulated amount to reflect the percentage of completion of the Project, as mutually agreed to by Owner and Engineer. Engineer will also be paid for additional services rendered to date of termination in accordance with the method of payment defined in the letter part of this Agreement.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the letter part of this Agreement.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Owner's Responsibilities

Owner shall perform the following in a timely manner so as not to delay the services of Engineer under this Agreement. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. Engineer may use such reports, data and information in performing or furnishing services under this Agreement.

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Engineer's services for the Project. Engineer shall not rely on directions from anyone outside the scope of that person's authority as set forth in written delegations. Directions and decisions made by the Owner's representatives shall be binding on the Owner.

B. Provide all criteria and full information as to Owner's requirements, including study objectives and constraints, space, capacity, and performance requirements; flexibility and expendability; and any budgetary limitations.

C. Assist Engineer by placing at Engineer's disposal all available information pertinent to the Project including previous reports and any other existing data relative to the Project.

D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

E. Furnish to Engineer, as Engineer requires for performance of Engineer's Basic Services (except to the extent provided otherwise in Section 1.01), the following:

1. data prepared by or services of others, including without limitation borings, probings, subsurface explorations and hydrographic surveys at or contiguous to the site, laboratory tests and inspections of samples, materials and equipment;

2. appropriate professional interpretations of all of the foregoing;

3. environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4. property, boundary, easement, right-of-way, topographic and utility surveys;

5. property descriptions;

6. zoning, deed and other land use restriction; and

7. other special data or consultations not covered in Section 1.01; all of which Engineer may use and rely upon in performing services under this Agreement.

F. Owner shall arrange for safe access to and make all provisions for Engineer and its consultants to enter upon public and private property as required for Engineer to perform services under this agreement.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

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EXHIBIT "C"
TERMS & CONDITIONS
(Study and Report Phase)

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

This Agreement is to be governed by the law of the state of New York without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Owner and Engineer arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Onondaga County, New York.

7.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 General Considerations

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

B. Owner agrees that if Engineer is not employed to provide professional services during the Design, Bidding (if the work is put out for bids) or the Construction Phases of the Project, Engineer will not be responsible for, and Owner shall indemnify, hold Engineer (and Engineer's professional associates and consultants) harmless, and defend Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by Owner or others. Nothing contained in this paragraph shall be construed to release Engineer (or Engineer's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which Engineer has undertaken or assumed under this Agreement.

C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by Owner or others without specific written verification or adaptation by Engineer for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates or consultants, and Owner shall indemnify and hold harmless Engineer and Engineer's independent professional associates and consultants from all claims, losses, damages of any kind or nature, judgments, and expenses (including, but not limited to, reasonable attorney's fees and any costs), arising out of or resulting therefrom. Any such verification and adaptation will entitle Engineer to further compensation at rate to be agreed upon by Engineer and Owner.

D. The specific schedule of services is more specifically described in the letter part of this Agreement or an Exhibit thereto. The term of this agreement commences upon the acceptance of this Agreement (including all exhibits) by owner and terminates upon completion of the services described in the letter part of this Agreement. Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and

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EXHIBIT "C"
TERMS & CONDITIONS
(Study and Report Phase)

to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; strikes; flood blizzard, labor unrest, riot; or any cause the affected party is unable to prevent or foresee with reasonable diligente. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay and its efforts to minimize the extent of delay and resume performance under this Agreement.

E. **To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's (including Engineer's employees, officers, directors, agents and insurers, partners, and consultants) total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater. The Owner may negotiate with the Engineer in the event the Owner wishes to change the total liability described herein but acknowledges that any change may result in an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase or no limitation of liability.**

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

G. Owner acknowledges that:

(i) Engineer is not recommending any action to Owner or other obligated person hereunder that would cause Consultant to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);

(ii) Engineer does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to Owner or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

(iii) Owner or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that Owner or other obligated person deems appropriate before acting on this information or material.

9.01 Opinions of Probable Cost

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Engineer. If prior to the Bidding or Negotiating Phase Owner wishes greater assurance as to Total Project or Construction Costs, Owner shall employ an independent cost estimator.

10.01 Dispute Resolution

A. Owner and Engineer agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them as to the execution, meaning of, or performance under the terms of this Agreement prior to exercising their right under Section 10.01(B) below. The thirty-day period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to paragraph 10.01(A) and only if mutually agreed by Owner and Engineer, said dispute and all unsettled claims, counterclaims and other matters in question between them arising out of or relating to the execution, meaning of, or performance under the terms of this Agreement or the breach thereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding upon them. The cost of mediation shall be shared equally between the parties.

C. This Section 10.01 shall survive any termination or cancellation of this Agreement.

11.01 Total Agreement/ Severability

This Agreement (consisting of the letter part of this Agreement, this Exhibit "A" and any additional exhibits referenced in the letter part of this Agreement), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Any provision or part of this Agreement held by a court of law to be invalid or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12.01 Notice

Any notice required by the terms of this Agreement to be given by one party to another shall be in writing, and shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom notice is to be given, or (b) on the third day after mailing, if mailed to the party to whom notice is to be given by first-class certified mail, postage prepaid, return receipt requested, at the addresses and to the persons set forth in the letter part of this Agreement. Either party hereto may change its address for notice purposes by giving notice to the other party as prescribed by this paragraph 12.01. For purposes of this notice provision, failure or refusal to accept receipt of notice shall constitute notice nonetheless.

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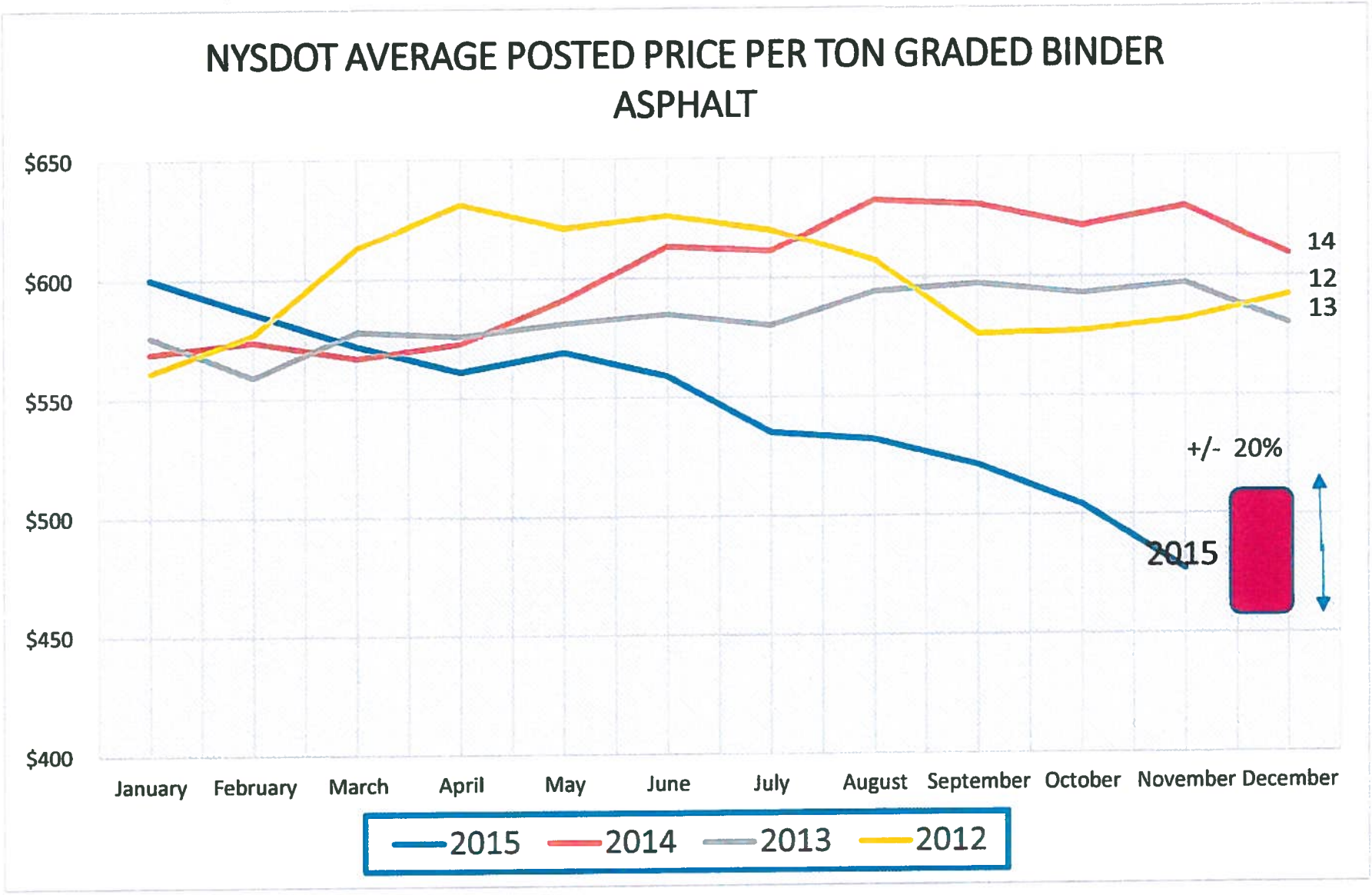
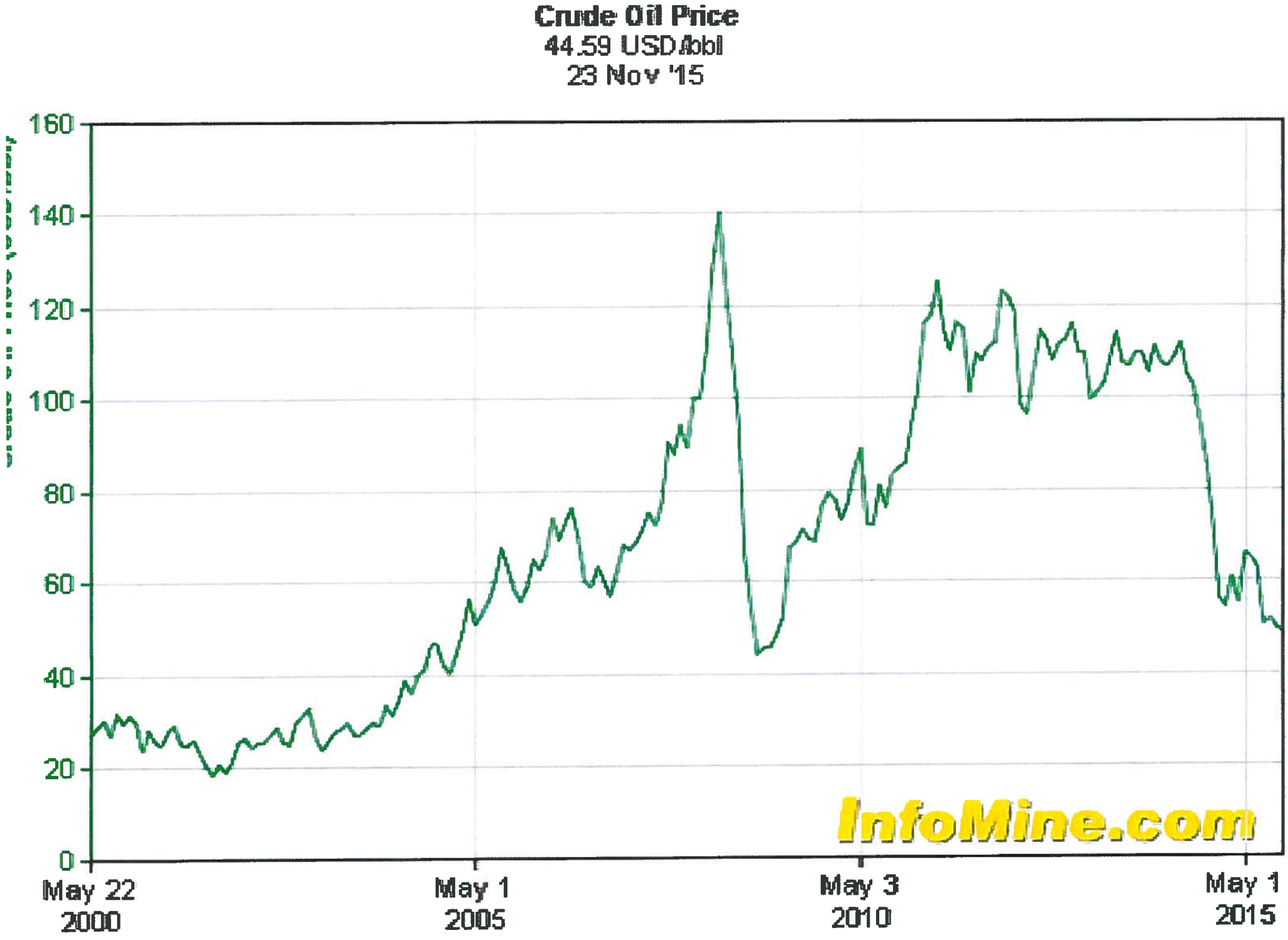

NYSDOT AVERAGE POSTED PRICE PER TON GRADED BINDER ASPHALT
$650
$600
$550
$500
$450
$400
January
February
March
April
May
June
July
August
September
October
November
December
14
12
13
+/- 20%
2015
2015
2014
2013
2012

NYSDOT AVERAGE POSTED PER TON ASPHALT PRICE

	2015	2014	2013	2012
January	$ 600	$ 569	$ 576	$ 561
February	$ 586	$ 574	$ 559	$ 577
March	$ 572	$ 567	$ 578	$ 613
April	$ 561	$ 573	$ 576	$ 631
May	$ 569	$ 591	$ 581	$ 621
June	$ 559	$ 613	$ 585	$ 626
July	$ 535	$ 611	$ 580	$ 620
August	$ 532	$ 632	$ 594	$ 607
September	$ 521	$ 630	$ 597	$ 576
October	$ 504	$ 621	$ 593	$ 577
November	$ 477	$ 629	$ 597	$ 582
December		$ 609	$ 580	$ 592
Average	$ 547	$ 602	$ 583	$ 599
2015 % change		-9.1%		
2015 % change			-6.2%	
2015 % change				-8.6%
Three Year Average			$ 594	
2015 Chanage for 3yr Average			-8.0%	

Crude Oil Price
44.59 USD/bbl
23 Nov '15
150
140
130
120
110
100
90
80
70
60
50
40
30
20
10
0
Jan 1
2010
Feb 25
2011
Apr 20
2012
Jun 14
2013
Aug 8
2014
Oct 2
2015
InfoMine.com


Crude Oil Price
44.59 USD/bbl
23 Nov '15
160
140
120
100
80
60
40
20
0
May 22
2000
May 1
2005
May 3
2010
May 1
2015
InfoMine.com