

Cortland County



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Municipality of City of Cortland			
SWIS:	110200	Tax ID:	86.58-02-12.220
Tax Map ID / Property Data			
Status:	Active	Roll Section:	Wholly Exem
Address:	Central Ave		
Property Class:	438 - Parking lot	Site Property Class:	438 - Parking lot
Site:	Com 1	In Ag. District:	No
Zoning Code:	05 -	Bldg. Style:	Not Applicable
Neighborhood:	06013 -	School District:	Cortland City
Legal Property Description:	No Road Frontage		
Total Acreage/Size:	52.75 x 115.3	Equalization Rate:	2015 - 100.00%
Land Assessment:	2015 - \$26,000	Total Assessment:	2015 - \$26,000
Full Market Value:	2015 - \$26,531		
Deed Book:	547	Deed Page:	100
Grid East:	929025	Grid North:	947809
Special Districts for 2015			
<i>No information available for the 2015 roll year.</i>			

Photographs

No Photo Available

Documents

- Survey Map
- Deeds

Maps

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 Map Disclaimer

Land Types	
Type	Size
Rear	8,671 sq ft

This Indenture, Made the
April Nineteen Hundred and Ninety-three
Between

7th day of

NEW LIFE BIBLE CHURCH, INC., formerly, NEW LIFE FELLOWSHIP, INC.

a corporation organized under the laws of the State of New York

party of the first part, and

CITY OF CORTLAND

party of the second part,

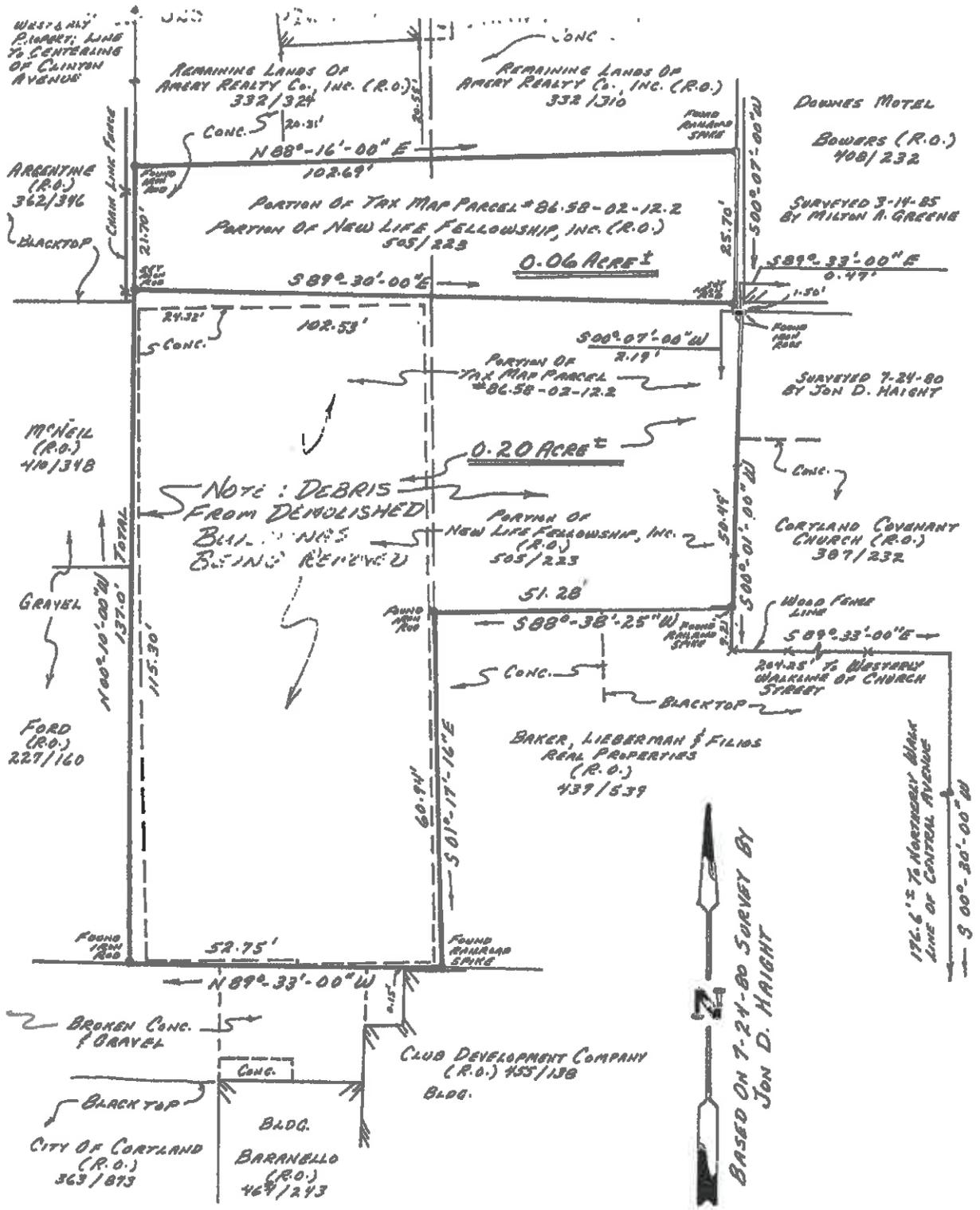
Witnesseth that the party of the first part, in consideration of

One and 00/100----- Dollar (\$1.00)
lawful money of the United States, and all other good and valuable consideration
paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the
second part, its successors and assigns forever, all

THAT TRACT OR PARCEL OF LAND situate in the City of Cortland, County of Cortland and State of New York, being more particularly described as follows: BEGINNING at a point in the west line of Cortland Covenant Church, now known as New Life Fellowship, Inc. (R.O.); said point being located the following three courses and distances from the intersection of the north walk line of Central Avenue with the west walk line of Church Street: 1) N 00° 30' 00" E along said west walk line of Church Street, a distance of 176.6 feet; 2) N 89° 33' 00" W a distance of 204.25 feet; 3) N 00° 01' 00" E a distance of 7.21 feet to a point marked by a set railroad spike; Thence running S 88° 38' 25" W a distance of 51.28 feet to a point marked by a set iron rod; thence running S 01° 17' 16" E a distance of 60.94 feet to a point marked by a set railroad spike; thence running N 89° 33' 00" W a distance of 52.75 feet to a point marked by a set iron rod; thence running N 00° 10' 00" W a distance of 115.30 feet to a point marked by a set iron rod; thence running S 89° 30' 00" E a distance of 102.53 feet to a point marked by a set iron rod; thence running S 00° 07' 00" W a distance of 2.19 feet to a point marked by a found iron rod; thence running S 89° 33' 00" E a distance of .047 feet to a point marked by a found iron rod; thence running S 00° 01' 00" W a distance of 50.49 feet to the point and place of beginning. Containing .20 acre, plus or minus, of land. SUBJECT TO public utility easements of record as may affect the premises.

RECEIVED
\$ 1.00
REAL ESTATE
APR 21 1993
TRANSFER TAX
CORTLAND
COUNTY
Kup

1050

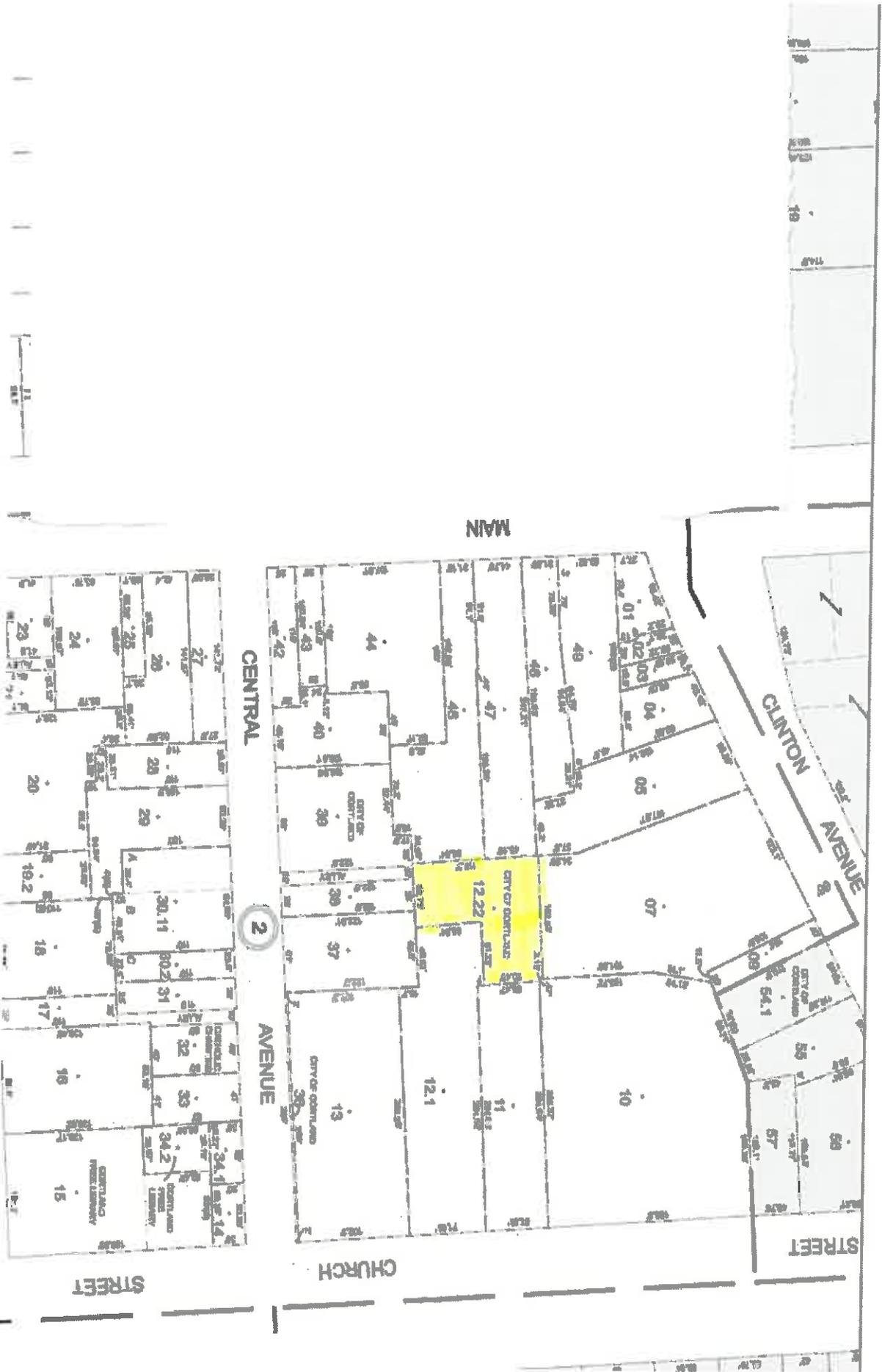


**ACQUISITION MAP
OF LANDS OF
NEW LIFE FELLOWSHIP, INC.**
OFF CHURCH STREET
COUNTY OF CORTLAND
SCALE: 1" = 20'

CITY OF CORTLAND
STATE OF NEW YORK
JULY 5, 1990

MILTON A. GREENE
P.L.S. # 42000
CORTLAND, N.Y.





New York Fire Code References

503.1.1 Buildings and facilities.

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

503.2.1 Dimensions.

Fire apparatus access roads shall have a unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all weather driving capabilities.

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times.

New York Fire Code References

503.4 Obstruction of fire apparatus access roads.

Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

FD103.6.1 Roads 20 to 26 feet in width.

Fire apparatus access roads 20 to 26 feet wide

FD103.6.2 Roads more than 26 feet in width.

Fire apparatus access roads more than 26 feet wide (7925 mm) to 32 feet wide (9754 mm) shall be posted on one side of the road as a fire lane.

503.3 Marking.

Where required by the fire code official, approved signs or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and is replaced or repaired when necessary to provide adequate visibility.

FD103.6 Signs.

Where required by the fire code official, fire apparatus access roads shall be marked with permanent **NO PARKING—FIRE LANE** signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

Fire Lanes



Cortland Fire Department Code Enforcement Office

25 Court Street
Cortland NY 13045
Ph. (607) 753-1741 Fax (607) 753-1741
www.cortland.org

For more information, contact the Cortland Fire Department Code Enforcement Division:
www.cortland.org

Why Are Fire Lanes so Important?

- ◆ During an emergency event, it is essential that emergency vehicles are provided with unobstructed access to the building or facility. Any obstructions can delay or even prevent adequate emergency operations from proceeding. The delay could cost someone's life.
- ◆ Fire apparatus and other emergency vehicles may be required to pass one-another when a fire engine is parked and hooked up to a hydrant. This may be to respond to the scene or exit the incident to respond to another emergency.
- ◆ Adequate working space is required around the fire engines.
- ◆ Our aerial ladder truck with the outriggers extended requires a nearly 20 foot width

Who is Responsible for Marking and Maintaining Fire Lanes on Private Property?

- ◆ The property owner

What's the Required Width of a Fire Lane?

- ◆ Minimum 20 feet clear and unobstructed

What is the Fine for Parking in a Fire Lane?

- ◆ \$75 and subject to towing
- ◆ The ordinance will be enforced by Police Department & Code Enforcement

When is Posting/Marking Required?

- ◆ Fire apparatus access roads 20-26 feet wide shall be posted on both sides of the road as a fire lane
- ◆ Fire apparatus access roads more than 26 feet wide to 32 feet wide shall be posted on one side of the road as a fire lane.

What about Parking in Front of a Fire Hydrant?

- ◆ It is illegal to park within 12 feet of a fire hydrant.



Posting/Marking of Fire Lanes

- ◆ **NO PARKING-FIRE LANE** signs may be spaced at 50-foot intervals along the fire lane and at fire department designated turn-arounds. The signs shall have red letters on a white background stating "NO PARKING FIRE LANE".

For privately owned properties, posting/markings of fire lanes may be accomplished by any of the following alternatives to the above requirement (consult with the Fire Department for the best option):

Alternative #1:

Curbs shall be painted red along the entire distance of the fire department access. Minimum 4" white letters stating "NO PARKING-FIRE LANE" shall be stenciled on the curb at 25-foot intervals.

Alternative #2:

Curbs shall be painted yellow along the entire distance of the fire department access. Minimum 4" black letters stating "NO PARKING-FIRE LANE" shall be stenciled on the curb at 25-foot intervals.

Alternative #3:

Asphalt shall be striped yellow or red along the entire distance of the fire department access. The stripes shall be at least 6" wide, be a minimum 24" apart, be placed at a minimum 30-60° angle to the perimeter stripes, and run parallel to each other. Letters stating "NO PARKING-FIRE LANE" shall be stenciled on the asphalt at 25-foot intervals.



Signs

Size:

- ◆ Minimum 12" wide x 18" high

Design:

- ◆ Provide one face engineering grade
- ◆ Reflectivity.
- ◆ Letters shall be red on white. The message shall be centered on a 12" by 18" sign blank and shall be oriented with the long axis vertical. The signs shall state:



- ◆ Sign blanks shall be constructed utilizing 0.080" thickness aluminum. The mounting holes shall be 3/8" diameter located along the vertical axis, and centered 1 1/2" from the top and bottom edge. The sign face shall have a red rounded border 1/2" wide centered 3/4" from the sign edge.

Height above Grade:

- ◆ 7 feet to bottom of sign

Post:

- ◆ The post shall be a galvanized steel square post, pre-punched, measuring 2" square by 10'0" long. There shall be a 2 1/8" square by 30" long galvanized steel centers, pre-punched with 3/8" holes on 1" long square, pre-punched, galvanized steel sleeve forming a two piece anchor. The sleeve and the breakaway anchor shall be driven into the ground so that only 1" to 2" of the top is sticking out of the ground. The sleeve and break-away anchor are then driven into the ground with a sledgehammer. The post is then inserted into the anchor and sleeve and an angel bolt secured it in place.

Updated 4-13-2016

Schedule of Fire Lanes Sampling of properties

St Mary's School	Charles Street
Cortland Jr./Sr. High School ,	8 Valley View
Smith School	Wheeler Ave
Barry School	Raymond Ave
Randall School	Randall St
Cortland Housing Authority,	42 Church St
Cortland Housing Authority,	51 Pt Watson St
BOCES Plaza,	240 Port Watson Street
Riverside Plaza,	160 Clinton Avenue
Homer Avenue Plaza,	184 Homer Avenue
Cortland Regional Medical Center	134 Homer Avenue
Cortland Park Nursing Home	193 Clinton Avenue
Northwood's Nursing Home	28 Kellogg Road
Holiday Inn Express	4 Locust Street
Ramada Inn	2 River Street

Hampton Inn	26 River Street
Marietta Corp	35 Huntington St
Cortland Park Apts	44 Rickard
Cortland corset	Main st and central ave
Friendship House	13 Leon Ave
Comfort Inn	4 Locust Ave
Cortland Cable	44 River St
KIK (Marietta)	106 Central Ave
Cortland Park Apts	44 Rickard
Cortland corset	Main st and central ave
Armory	Wheeler Ave
Headquarters Fire Sta	21 Court
Waste Water Plant	Port Watson St
PSP/ County Office building?	

CITY OF CORTLAND, NEW YORK
LOCAL LAW NO. ____ OF THE YEAR 2016
Filed with the NYS Department of State on _____, 2016
CITY OF CORTLAND TOBACCO USE

Section 1. Enactment and Title.

This Local Law shall be entitled "Tobacco Use in Public Law"

Section 2. Authorization, Purpose and Intent.

The primary purpose of this law is to reduce the proximate exposure of the public, especially children, to the hazards and annoyance of second-hand tobacco smoke. Furthermore, this legislation is intended to reduce litter and possible contamination from discarded cigarette butts in public places and to reduce the likelihood that young persons will initiate tobacco use (by reducing the incidence of public smoking in places where young persons are likely to be present)

Pursuant to the New York State Constitution, the Common Council of the City of Cortland may adopt and amend laws pertaining to the protection, conduct safety, health and well-being of the persons and property in the City. Similarly, the Charter of the City of Cortland provides that the Common Council may enact and enforce any ordinance (not repugnant to the constitution or laws of the state) for any local purpose (except fluoridation of the water supply) pertaining to the preservation of order, peace and health, and the safety and welfare of the City and the inhabitants thereof.

The Clean Indoor Air Act adopted by the New York State Legislature (Public Health Law Article 13-E, § 1399-n et seq.) addresses indoor smoking only and in any case, specifically provides that "nothing herein shall be construed to restrict the right of any county, city, town, or village to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article."

Definitions:

CHILD-CARE CENTER

A facility where care and supervision are provided for children in exchange for consideration. For the purposes of this chapter, a "child-care center" refers to only to such a facility that is licensed by New York State or Cortland County to operate as such.

CHILDREN

Persons under the age of 18 years.

CITY-OWNED PROPERTY

Any structure including parking lots owned by the City of Cortland, except for any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises, and city owned vehicles.

ENTRANCE

The means by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp. For the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

EXIT

The means by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp. For the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY

The structures and activity areas (which may be partially enclosed or unenclosed) associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER

A structure that is enclosed on at least three sides and has a roof, intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING

An activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING

An activity consisting of the provisions of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA

An area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION

A structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT

Written permission for an activity proposed to be conducted on property of the City of Cortland (including any conditions placed upon such permission), issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND

An outdoor recreation area that is designed and intended for use by children. For the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD

That portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer). For the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SCHOOL

The facility where an educational institution licensed by New York State and serving students in any grade from kindergarten through 12th grade is located.

SMOKE

The emission produced by the burning of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco.

SMOKING

The burning of a lighted cigar, cigarette, pipe or any other matter or substance which contains tobacco.

TOBACCO PRODUCTS

Cigarettes, Cigars, Pipes, Smokeless Tobacco Products, Electric Nicotine, Delivery Products, any other product or material that produces smoke.

Section 3. Rules

Smoking shall not be permitted and no person shall smoke in the following outdoor areas, subject to the limited exception for streets open to regular traffic outdoor areas:

- A. At or near playgrounds, child-care centers and schools, as follows:
 - a. At any playground that is open to use by the public or on any public property that is within 25 feet of such a playground.
 - b. On any public property that is within 25 feet of any entrance, exit, window or ventilation intake of any licensed child-care center or its facility.
 - c. On any public property that is within 25 feet of any entrance, exit, window or ventilation intake for a school, school building or school facility.

- d. The owner of any such playground, child-care center or school shall be required to post and maintain signage acceptable to the City advising the public of the above restrictions.
- B. In other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:
- a. Within any outdoor dining area (whether covered or not) located on City-owned property, as follows:
 - i. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
 - ii. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.
 - b. On any public property that is within 2 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned (or City-leased) property.
 - c. At outdoor events on City-owned property, as follows:
 - i. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
 - ii. Within the outdoor seating and viewing areas associated with unenclosed (or partially enclosed) sports areas or similar open-air recreational facilities.
 - iii. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit.
 - iv. If the sponsor of an outdoor event wishes to allow smoking at the event, the sponsor must propose and request (from the permit issuer) a designated smoking area associated with the event (which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke); if no such exception is requested and granted, the event must be entirely smoke free. For an event occupying a portion of the City of Cortland, the designated smoking area shall be that part of the City of Cortland where outdoor smoking is not otherwise prohibited.
 - d. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event.)
- C. In certain other areas, as follows:
- Outside City-owned property, as follows: at all times, on any city owned

property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Cortland.

D. At facilities leased or licensed to others, as follows:

- a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein).
- b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

§ 280-5 Exception for streets open to regular traffic.

Streets open to regular vehicular traffic are exempt from the prohibitions on outdoor smoking emanating from an adjacent area, except that such prohibition shall extend into the parking lane of such a street and to persons in or on a vehicle in an affected parking area on public property (such as near a school or playground).

Section 4. Effective Date.

This Local Law shall take effect immediately upon filing in the Office of the New York Secretary of State in accordance with the Municipal Home Rule Law.

I hereby certify that the Local Law annexed hereto, designated as Local Law No. ___ of 2016 of the City of Cortland was duly passed by the City Board on _____ 2016, in accordance with the applicable provisions of law.

I further certify that I have compared the preceding Local Law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original Local Law, and was finally adopted in the manner indicated in the above paragraph.

(Seal) Date: _____

STATE OF NEW YORK
COUNTY OF CORTLAND

I, the undersigned, hereby certify that the foregoing Local Law contains the correct text and that all proper proceedings have been had or taken for the enactment of the Local Law annexed hereto.

_____ City Attorney



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

PROCLAMATION

- Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,** The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** Arbor Day is now observed throughout the nation and the world, and
- Whereas,** Trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- Whereas,** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** Trees, wherever they are planted, are a source of joy and spiritual renewal,
- Therefore,** I Brian Tobin, Mayor of the City of Cortland, do hereby proclaim April 29, 2016 as

ARBOR DAY

In the City of Cortland, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and,

I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this _____ day of _____ in the year _____

Brian Tobin
Mayor of Cortland, New York



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

PROCLAMATION

NATIONAL DAY OF PRAYER

- WHEREAS;** Americans have long turned to prayer both in times of joy and times of sorrow. Americans have prayed as a means of uniting, guiding, and healing. In times of hardship and tragedy, and in periods of peace and prosperity, prayer has provided reassurance, sustenance, and affirmation of common purpose.
- Whereas;** Prayer brings communities together and can be a wellspring of strength and support. In the aftermath of senseless acts of violence, the prayers of countless Americans signal to grieving families and a suffering community that they are not alone. Their pain is a shared pain, and their hope a shared hope. Regardless of religion or creed, Americans reflect on the sacredness of life and express their sympathy for the wounded, offering comfort and holding up a light in an hour of darkness.
- Whereas;** All of us have the freedom to pray and exercise our faiths openly. Our laws protect these God-given liberties, and rightly so. Today and every day, prayers will be offered in houses of worship, at community gatherings, in our homes, and in neighborhoods all across our country. Let us give thanks for the freedom to practice our faith as we see fit, whether individually or in fellowship.
- Whereas;** On this day, let us remember in our thoughts and prayers Let us pray for the police officers, firefighters, and other first responders who put themselves in harm's way to protect their fellow Americans. Let us also pray for the safety of our brave men and women in uniform and their families who serve and sacrifice for our country. Let us come together to pray for peace and goodwill today and in the days ahead as we work to meet the great challenges of our time.

NOW, THEREFORE BE IT RESOLVED that I, Brian Tobin, Mayor for the City of Cortland hereby proclaim May 5, 2016, as a National Day of Prayer. I join the citizens of our Nation in giving thanks, in accordance with our own faiths and consciences, for our many freedoms and blessings, and in asking for God's continued guidance, mercy, and protection

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of April, in the year two thousand sixteen, in the Cortland New York.

Brian Tobin
Mayor of Cortland, New York



Proclamation

Building Safety Month — May, 2016

Whereas, the City of Cortland's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local City code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Building Codes: Driving Growth through Innovation, Resilience and Safety" the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Brian Tobin, Mayor of the City of Cortland, do hereby proclaim the month of May 2016 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signature



CITY OF CORTLAND
OFFICE OF COMMUNITY DEVELOPMENT
THOMA DEVELOPMENT CONSULTANTS

25 Court Street, Cortland, New York 13045 Ph. 607.753.1433 Fx. 607.753.6818
www.cortland.org

MEMORANDUM

TO: Mayor Brian Tobin and Common Council Members

FROM: Thoma Development Consultants

Re: Attached Implementation Plan for 2015 Block Grant

DATE: April 8, 2016

One of the requirements of the Community Development Block Grant Program (CDBG) is that each grantee have an Implementation Plan in place that includes specific information stipulated by the State. The Plan has to be officially adopted by the City.

I'm attaching a proposed plan and resolution for your review and adoption for the 2015 CDBG. You adopted similar plans starting with the 2013 fiscal year grants. The attached plan is based on a preliminary plan that was included in the City's approved application. The City's 2015 CDBG provides assistance to Income Property Owners with substandard structures containing one to three units (1-3), which are primarily occupied by low-to-moderate income persons. If you have a constituent that might be interested in the Program, they can contact Annette Huskins in our office, 753-1433.

We are not sure, at this time, if anyone from our office will be attending the Council meeting April 19th for this issue, unless requested, as this is fairly straightforward. If you have any concerns or questions, please contact Linda Armstrong prior to the meeting. She can be reached at 753-1433 or at her email address of Linda@thomadevelopment.com.

Attachment

**RESOLUTION FOR THE ADOPTION OF AN IMPLEMENTATION PLAN
FISCAL YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the City of Cortland submitted a grant application for fiscal year 2015 Community Development Block Grant (CDBG) Funds to the New York State Office of Community Renewal (OCR), under Title I of the federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, said grants provided to the State's OCR by the U.S. Department of Housing and Urban Development (HUD) under its Small Cities Community Development Block Grant Program ("the Program"); and

WHEREAS, the City was awarded funds under the above referenced Program for the purpose of providing financial assistance to Income Property owners in the City for certain housing repairs to substandard structures tenanted primarily by low-to-moderate income persons, and

WHEREAS, one of the requirements of CDBG awardees is the adoption of an Implementation Plan to include specific information about the proposed Program, implementation of the Program, and duties of the City, City staff and the designated Program Manager,

NOW, THEREFORE, BE IT RESOLVED that the City of Cortland's Common Council does hereby adopt the attached Implementation Plan as the Final Implementation Plan for the fiscal year 2015 CDBG in accordance with NYS OCR CDBG requirements.

Adopted: _____

**Final Implementation Plan
Fiscal Year 2015 CDBG Program
City of Cortland**

I. OVERALL ADMINISTRATION PLAN

The City of Cortland will follow the following Implementation Plan to assure integration of grant management with the City's existing organizational structure.

A. Role of Chief Elected Official and Governing Body

The City of Cortland has contracted with Thoma Development Consultants (Thoma) to provide administrative and project management services for its fiscal year 2015 Housing Rehabilitation Program (the "Program"). Thoma has extensive experience managing Community Development Block Grant (CDBG) homeownership and housing rehabilitation programs, and was selected through a competitive Request for Proposals procurement process (RFP). Thoma will work with the Mayor, City Common Council, Director of Administration, Deputy Finance Director, City Clerk, and other City staff, as appropriate, to manage the CDBG program.

The Mayor is responsible for oversight of its consultant. It will be the role of the Mayor to develop a system of contact and coordination with key Thoma staff during the life of the grant. This will include, but not be limited to face-to-face meetings, phone conferences, memorandums involving projects for approval, and email contact with designated Thoma staff members. A member of Thoma's staff will also attend all City department head meetings to keep the City informed of Community Development issues. Thoma staff will also attend Council meetings, when necessary or requested by the City, or when any Community Development related issue is on the Council's agenda. The Mayor and a City Council member sit on a City Loan Committee whose duties include, but are not limited to finalizing program guidelines and approving participation of program participants. The Mayor will also be responsible for the oversight of all City staff that is involved with any aspect of the subject Community Development Program including, but not limited to, financial management and maintenance of files.

The City's Loan Committee, which includes the Mayor and the Director of Administration and Finance, is responsible for approving all applicants for participation after review and preliminary qualification of the applications and supporting documentation by Thoma. After the completion of an applicant's intake the program manager will provide information with respect to the applicant and the pertinent application information to the Committee. The Committee will either approve or deny participation. If the project/applicant is approved for participation in the Program, Thoma's Housing Rehabilitation Specialist (HRS) will conduct a housing assessment and prepare a work scope, then assist with the contractor bidding process before a final budget is determined. Once the final budget is in place, the program manager/assistant

will prepare the necessary documents for signature by the Mayor. The Mayor will execute any agreements required such as the Note and Mortgages and Loan Agreements.

As incurred project costs become due for payment, the program manager will prepare all payment documentation including Request for Funds Forms 1-4 and 1-4a, as well as City vouchers. Payment documentation will be presented to the City Deputy Director of Finance, for audit and approval prior to submission to NYS OCR. Once all expenditures and the requests for funds is approved by the Finance Office, the City will prepare the checks based on the information provided in Forms 1-4 and 1-4a. Checks will be held until funds are available then disbursed to vendors and contractors. The City's Chief Fiscal Officer is the Director of Administration and Finance. This official or his Deputy will review all documentation and approve all Program payments prior to submission to the State.

The Mayor and/or its attorney or the Council is/are also responsible for finalizing program guidelines and agreements to be used in the Program. Although required reports and the Environmental Review for the grant will be completed by Thoma pursuant to the contract for services, the Mayor will be responsible for the approval of the required environmental review record, semi-annual and annual reports, and other reports as required by the CDBG Program.

The Mayor and/or its Common Council will also be charged with designating municipal employees to fill positions required of CDBG awardees, such as a Fair Housing Officer, Section 504 Grievance Coordinator, and Section 3 Coordinator and, further, to insure the duties required of those positions are undertaken.

B. The City Attorney will prepare and/or review all proposed agreements for the CDBG Program and will be involved in determining the need for conflict of interest waivers and issuing legal opinions with respect to conflicts, if necessary.

C. Program Manager – Thoma Development Consultants

Refer to II following.

D. Identification of key CDBG Program Administrators

Chief Elected Official:

Name: Brian Tobin

Title: Mayor

E-mail address: btobin@cortland.org

Telephone: 607-753-8374

Fax: 607-756-4644

Duties: As described in A. above, the CEO will be responsible for all aspects of the CDBG Program with the exception of approving drawdowns and expenditures, including, but not limited to, approval of program guidelines, participants, program agreements, reports; execution of agreements and other

CDBG documents and oversight of the consultants and City employees that provide assistance with the CDBG Program.

Chief Financial Officer:

Name: Mack Cook Telephone: 607-756-7312
Title: Director of Administration and Finance Fax: 607-753-3295
E-mail address: Mcook@cortland.org

Duties: Incorporate CDBG grant budget in City budget, establish accounting system to track and account for all CDBG financial transactions in City's accounting system; review all drawdown requests; approve payments and payment documentation; oversee disbursement of CDBG checks; reconcile CDBG account; oversee financial staff in preparation of all CDBG related financial reports and accounting; maintain financial records required for CDBG monitoring in CDBG files. These duties are generally delegated to the City's Deputy Director of Finance and members of the Finance Office staff.

Authorized Signatures:

Name: Mack Cook Telephone: 607-756-7312
Title: Director, Administration and Finance Fax: 607-753-3295
E-mail address: mcook@cortland.org

Name: Tracey L. Hatfield Telephone: 607-756-7312
Title: Administration and Finance Assistant Fax: 607-753-3295
E-mail address: thatfield@cortland.org

Name: Constance M. Sorrells Telephone: 607-756-7312
Title: Senior Account Clerk Fax: 607-753-3295
E-mail address: csorrells@cortland.org

Name: John Bennett, Jr. Telephone: 607-753-0872
Title: Deputy Mayor and Common Council Member
E-mail address: ward4@cortland.org

Duties: Approve and/or sign request for funds.

Project Manager:

Name: Richard Cunningham Telephone: 607-753-1433
Thoma Development Consultants Fax: 607-753-6818
Title: Senior Consultant
E-mail address: rich@thomadevelopment.com

Duties: The Project Manager is Thoma Development Consultants. Thoma will primarily use the services of Program Manager Annette Huskins and Housing Rehabilitation Specialist Phil Connery in the administration and delivery of grant services and activities. Other Thoma staff will be involved in the overall

management and program delivery of this grant including, but not limited to Daniel Ellis and Linda Armstrong, Program Mangers, Tina Hall, Administrative Assistant, and Pam LeFever, Bookkeeper. The Thoma staff will be responsible for overall project management including but not limited to, preparation of the Environmental Review Record; marketing of Program; intake and qualification of applicants; management of all rehabilitation activities such as assessment of structures, development of work scope and specifications, etc.; preparation of Program documents and report; and financial management,

Annette Huskins, Phil Connery, and Tina Hall will be responsible for the day-to-day overall management of this Program. Duties for the rehabilitation activity for which Ms. Huskins and Ms. Hall will be responsible, will include, but not be limited to intake and applicant assessment/qualification; qualification of contractors and MWBE contractor solicitation; conflict of interest determination and preparation of requests for waivers when necessary; scheduling and coordination of the housing assessment and lead risk assessment by the HRS; SHPO and flood plain reviews; coordination of other required testing such as energy audits and asbestos testing; preparation of drawdowns; preparation of status reports, annual reports and other CDBG required reports; reconciliation of the activity budgets, and oversight of other Thoma staff involved in the rehabilitation activity of the Program.

Mr. Connery will be the Housing Rehabilitation Specialist (HRS) for the Cortland Program. His duties will include, but not be limited to the actual assessment of the homes for determination of substandardness; lead paint assessments and clearances; preparation of work scopes and specifications for rehabilitation work; review of other testing performed on the homes for inclusion in the specifications; provision of technical assistance to Program participants; liaison between the Program participant and contractors; and review of contractors' work.

City Attorney:

Name: Richard Van Donsel

Telephone: 607-756-1761

E-mail address: lawdept@cortland.org

Fax: 607-756-4644

Duties: Preparation and/or review of agreements and program documentation. Advise Mayor and City Board in other legal matters relating to CDBG project. Issue opinions with respect to real or perceived conflicts of interest. See also I.B. above

E. Conflict of Interest Policy

The City of Cortland will follow federal regulations at 24CFR 85.36 and guidance provided by NYS OCR as outlined in the Grants Administrative Manual with respect to conflicts of interest, to determine possible conflicts of interest and submission of waiver requests. All Program applicants must complete a conflict of interest form included in the application package. A potential participant that has or had a contractual relationship

with the City, and/or has or had business or family ties to the City government, and/or is or was an appointed and/or elected official or associate of the City may be deemed to have a potential conflict or perception of a conflict of interest. In some cases, the City Council may decide to seek a waiver of conflict of interest for participants or contractors if such waiver and subsequent participation does not violate State or local law and if the waiver will serve to further the interests of the CDBG Program. This waiver request must be discussed openly at a Common Council meeting and the City's Corporation Counsel must conclude in a written Opinion of Counsel letter that the applicant's participation does not violate State or local law. Requests for waivers will be submitted to the NYS OCR for review and determination when required. Thoma will seek the input of the City Counsel with respect to issues that must be satisfied with a waiver request.

II. PROJECT MANAGEMENT

As noted above, the City of Cortland has retained Thoma Development Consultants to provide comprehensive management for the above noted CDBG Program. Although the City is ultimately responsible for compliance with all applicable State and federal laws, Thoma will facilitate the City's compliance with applicable laws, regulations, and contractual requirements that relate to the CDBG grant and the CDBG Program, in general. Thoma's duties will include, but will not be limited to the preparation of the Environmental Review Record and guiding the City through the environmental review process; acting as liaison with NYS OCR staff; all activities related to housing rehabilitation processes as described above in I. D. under "Project Manager" and as detailed more fully by heading below; insuring timely completion of the grant; trouble shooting issues; coordination of accounting for the Program with the City's financial staff; reporting to the Mayor and City Council on progress under the Program; submitting paperwork for funds requests, preparation of require reports, and closeout of the grant.

Thoma has a number of staff members that will be involved in the grant administrative process based on their expertise and what is required during the life of the grant, such as preparation of the Environmental Review Record, preparation of closing documents, accounting and financial processes, report preparation, housing conditions assessments, etc. Annette Huskins has been designated as the lead program manager for the housing rehabilitation activity. Her duties are described further in I.D. above.

Ms. Huskins major responsibilities are to provide intake and applicant qualification; to coordinate the activities of the HRS as they relate to the assessment of the subject home to insure the participant's house qualifies under the Program; coordinate all testing; and work with the HRS in the bidding and awarding of contracts. She will also oversee all other staff that works with the rehabilitation component of the Program.

As project costs are incurred and become due for payment, Ms. Huskins and Thoma staff will prepare all payment documentation including Request for Funds Forms 1-4 and 1-4a, as well as City vouchers. Payment documentation will be presented to the

City's financial staff, which will approve all expenditures and the request for funds. The City will audit requests for payments and the City will prepare and disburse checks.

A. Housing Rehabilitation Advisory Board

The City of Cortland and its Common Council have not created an advisory board to provide oversight for the CDBG Program. However, the City does have a Housing Committee that provides input into City housing issues and with which Thomas staff meets. Further, the City has an established Loan Committee that reviews all requests for participation.

B. Marketing

Thoma staff will market the program to potential applicants. After completion of the Environmental Review Record, all pre-applicants on the waiting list will be sent a notice of grant award and will be encouraged to complete a final application. Marketing will not, however, be limited to the waiting list since it is the City's intent to make the Program as inclusive as possible. An advertisement will be placed in the local newspaper and notices will be placed in City Hall, on the City's and Thoma's websites. Further notices are sent to interested agencies. Council Members are encouraged to share the program details with constituents and will be provided copies of applications for their constituents' use upon request. After the first marketing notices, future advertisements will be placed in the local media periodically until all funds are committed. The goal of the marketing program will be to assure every potential participant has received notice and that a waiting list of future participants is identified.

C. Applicant Intake

Thoma staff, specifically Annette Huskins, will be responsible for the intake and qualification process. Based upon a verbal or written request from a potential participant, a full application package is sent. The applicant is responsible for completing all required forms and for providing all required information to determine income eligibility. Upon the completion of an eligibility review by the program manger, the City Board will make a determination of eligibility and potential for participation. If information is incomplete, the applicant will receive a notice. Every effort will be made to provide technical assistance in completing the application and supplying the needed information.

Once the applicant has been deemed eligible, a commitment issued, and the house assessed for eligibility, the participants will enter into the work write-up and contractor selection phase of the process. The HRS will work with the participant to determine the work scope to be completed, the selection of contractors to provide bids for the work, and the final selection of the contractors. Once the bidding process is complete, Thoma staff will prepare the necessary contracts and agreements for the City's, participant's, and contractors' signatures. Once all documents are signed, a Notice to Proceed will be sent to the contractors.

The Rehabilitation Specialist will oversee the work in progress, which includes working with the homeowner and overseeing the work of the contractor from project start to completion. As bills for work are submitted for payment, the HRS and participant will review work undertaken thus far. Upon the approval by the participant, an authorization for payment will be made and provided to the City. After all work in a project is complete, the project manager will closeout each participant's file and provide information to the City so they can tag the property and enter the participant in the City's database-monitoring program.

D. Financial Management

Financial management is coordinated between Thoma's bookkeeper and the City's Deputy of Finance. Thoma will prepare the necessary NYS OCR forms for payment and will provide (1) requests for payment for signatures, (2) drawdown forms, and (3) all back up from contractors and vendors (vouchers and invoices). The NYS OCR forms and back up will be provided to the City, which will prepare the checks and authorize the payments. Both the City and Thoma maintain accounting of Program costs.

E. Program Schedule

The program schedule, as included in the application for grant funds, is included herein by reference. The schedule can be reviewed in the application at the City or upon request to the City or Thoma Development Consultants.

F. Program Income

The City has an adopted and NYS approved Program Income Plan under which it allocates Program Income.

This Program is designed to generate repayments of direct loans for the repairs of the Program structures. The direct loans are coupled with deferred loans, which may be recaptured under certain circumstances. If repayments are in excess of \$35,000 per year for all CDBG sources, these funds will be used in accordance with the City's approved Program income Plan. The Plan calls for the deposit of housing repayments to be made to a Program Income Housing Account for use on similar activities.

G. Implementation Plan Adoption

The City of Cortland's Common Council adopted this CDBG Implementation Plan on April 19, 2016.

**Sharon McLaughlin
24 Bush Lane
Ithaca, NY 14850
(607) 257-0466**

March 29, 2016

Richard C. Van Donsel, Esq.
Corporation Counsel
25 Court Street
Cortland, NY 13045

Re: 2 Pearl Street, City of Cortland

Dear Mr. Van Donsel,

Please be advised I have signed a purchase agreement to purchase 2 Pearl Street, Cortland, New York. The seller is Federal Home Loan Mortgage Corporation (Freddie Mac). The Federal Home Loan Mortgage Corporation obtained title to the property by deed in lieu of foreclosure signed by Frank Schnell, Jr. dated April 13, 2015 and recorded in the County Clerk's Office on May 5, 2015 as Instrument No. 2015-02116.

The seller, as a government entity/agency, is unwilling to undertake the standard obligations in a purchase and sale agreement for real estate and is in essence selling the property "as is". In investigating the title and other issues involving the subject residence I found that the subject property is on the vacant registry list and that a permit is required to be obtained and paid for to be removed from the list. I am disabled, a senior citizen and on a fixed income. I am utilizing the proceeds of a settlement agreement reached relative to my husband's death to purchase the subject property.

I would respectfully request the Common Council of the City of Cortland and any other entities and/or individuals necessary waive the registration fee for the subject property so long as I close on the property no later than May 13, 2016.

Thank you for your consideration and please advise me if you require any documents or additional information from me.

Sincerely,



Sharon McLaughlin

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2016 between City of Cortland ("OWNER") and Camp Dresser McKee & Smith ("ENGINEER").

OWNER's Project is generally identified as follows: PIN 3756.13 – Madison Street over Dry Creek Bridge Rehabilitation (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and

decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit C. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, 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 charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

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 ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding

or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

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

5.5.1 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 terms hereof through no fault of the terminating party.
- b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer 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, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; 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.

5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 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 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.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.
- 5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the

Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 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 5.10.2 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.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to

time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void 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 thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then 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: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated

herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq, ("CERCLA") [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §v1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6.3 Construction Cost – ♦

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

- 6.4 **Constructor**
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 **Contractor - ♦**
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 **Documents**
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 **ENGINEER's Subcontractor.**
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 **Reimbursable Expenses.**
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.
- 6.9 **Resident Project Representative - ♦**
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 **Standard General Conditions - ♦**
The Standard General Conditions of the Construction Contract (No.) of the Engineers Joint Contract Documents Committee.
- 6.11 **Total Project Costs - ♦**
The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.
- 6.12 **Work - ♦**
The entire construction or the various separately identifiable parts thereof required to be

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B – Not Used

Exhibit C – Engineer's Scope of Services and Fee.

This Agreement (consisting of Pages 1 to 11 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

By: Brian Tobin
Title: Mayor
Date:

By: Anoosh Jannesari
Title: Associate
Date:

Address for giving notices:

Address for giving notices:

City of Cortland
City Hall, Attn: Mack Cook
25 Court Street
Cortland, NY 13045

Camp Dresser McKee & Smith
6800 Old Collamer Road
Suite 3
East Syracuse, NY 13057

**EXHIBIT A
TO AGREEMENT BETWEEN
OWNER AND ENGINEER
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated _____, 20____ between City of Cortland (OWNER) and Camp Dresser McKee & Smith (CDM Smith) (ENGINEER) for professional services.

1.0 ENGINEER'S SERVICES

1.1 Final Design Phase

Upon this Agreement becoming effective, the ENGINEER shall provide the services described in the attached Exhibit C: "Scope of Services – Madison Street over Dry Creek Bridge Rehabilitation" under section 6 of the Scope of Services. See attached Scope for specific requirements.

1.2 Bidding or Negotiating Phase

During the Bidding Phase, the ENGINEER shall provide the services described in the attached Exhibit C: "Scope of Services – Madison Street over Dry Creek Bridge Rehabilitation" under section 7 of the Scope of Services. See attached Scope for specific requirements.

1.3 Construction Phase

During the Construction Phase, the ENGINEER shall provide the services described in the attached Exhibit C: "Scope of Services – Madison Street over Dry Creek Bridge Rehabilitation" under sections 8 and 9 of the Scope of Services. See attached Scope for specific requirements. This work will be added by supplemental agreement if the OWNER chooses to include this phase in the scope of work.

2.0 OWNER'S RESPONSIBILITIES

- 2.1 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.2 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- 2.3 Provide approvals and permits from the OWNER's governmental authority having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- 2.4 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- 2.5 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

Final design services are expected to commence in May 2016, with completion by April 2017.

4.0 METHOD OF PAYMENT

The method of payment for Services rendered by ENGINEER shall be as set forth below:

Payment terms are Cost plus Fixed Fee in accordance with the Fee Proposal contained in the attached Exhibit C: "Scope of Services – Madison Street over Dry Creek Bridge Rehabilitation". Maximum amount payable is \$120,000 unless otherwise supplemented.

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None.

EXHIBIT C

SCOPE OF SERVICES

**Madison Street over Dry Creek Bridge Rehabilitation
City of Cortland
BIN 2207800**

PIN 3756.13

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Section 1 - General

1.01 Project Description and Location

This project is known as: **Madison Street over Dry Creek Bridge Rehabilitation**

PIN: 3756.13

Project Description: Design services per Sections 1-10 of this scope of services.

Project Limits: Approximately 50 feet max. from each end of bridge.

Municipality: City of Cortland

County: Cortland

Consultant: Camp Dresser McKee & Smith (CDM Smith)

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Contract Administrator

The **Municipality's** Contract Administrator for this project is Mr. Christopher Bistocchi, who can be reached at (607) 756-6221.

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

Mr. Christopher Bistocchi, Superintendent
City of Cortland
Department of Public Works
19 South Franklin Street
Cortland, NY 13045

1.03 Project Classification

This project is expected to be a **Class II** 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 expected to be a **Type II** action.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award

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

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Municipality** with reports, plans, estimates, and other data specifically described in Sections 1, 2, 4, 6, 7, and 10. Services rendered as described in Sections 8 and 9, if included, shall be provided under supplemental contract.

1.05 Project Familiarization

If not provided during preliminary design, the **Municipality** will provide the **Consultant** with the following information:

- approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- transportation needs.
- plans for future related transportation improvements or development in the area of the project.
- traffic data.
- accident records and history.
- most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- record as-built plans.
- anticipated permits and approvals (initial determination).
- terrain data requirements for design.
- available project studies and reports.
- other relevant documents pertaining to the project.

The **Consultant** will review the preliminary design for this project before starting final design work. This includes a thorough review of all supplied project information and a site visit to review current field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **Municipality's** Contract Administrator. Meetings may be held to:

- 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.
- preview visual aids for public meetings.
- manage subconsultants and/or subcontractors.

The **Consultant** will be responsible for the preparation of meeting minutes when requested by the **Municipality**; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this agreement, the **Consultant** will prepare and submit to the **Municipality** **approximately on a monthly basis** a Cost Control Report, a Progress Report and an invoice in a format approved by the **Municipality**. The beginning and ending dates defining the reporting period will 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 **Municipality**, 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 current Locally Administered Federal Aid Procedures (LAFAP) Manual.

A. Compliance with documents

All work must conform to current versions of the following documents, as applicable. Where necessary, the **Consultant** will obtain either the full document or guidance extracted from it.

- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- A Policy on Design Standards – Interstate System, AASHTO
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- NYS Eminent Domain Procedure Law
- ADA Accessibility Guidelines for Buildings and Facilities
- AASHTO LRFD Bridge Design Specifications
- AASHTO Manual on Bridge Evaluation
- AASHTO Guide Specification for Strength Evaluation of Existing Steel and Concrete Bridges
- AASHTO Guide Specification for Fatigue Evaluation of Existing Bridges
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- NYSDOT Bridge Deck Evaluation Procedure Manual
- AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges
- AASHTO Guide for the Development of Bicycle Facilities
- LAFAP Manual, Appendix 8-9 (Design Year Traffic Forecast)
- NYSDOT Highway Design Manual, Chapter 2 (Design Criteria)
- NYSDOT Highway Design Manual, Chapter 4 (Design Criteria & Guidance for Bridge Projects on Low Volume Highways)
- NYSDOT Highway Design Manual, Chapter 7 (Resurfacing, Restoration and Rehabilitation (3R))
- NYSDOT Bridge Manual, Section 2, Geometric Design Policy for Bridges
- National Manual of Uniform Traffic Control Devices and NYS supplement
- NYSDOT Environmental Procedures Manual
- NYSDOT Bridge Inspection Manual
- Uniform Code of Bridge Inspection

B. Compliance with Environmental Laws, Regulations and Permits

All work must comply with the requirements of all applicable state and federal environmental laws, regulations and policy. Applicable laws, regulations and policies are specified in the LAFAP Manual.

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, and in accordance with City requirements. Project is planned to be developed using US traditional units.

1.10 Subconsultants

If applicable, 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 subconsultant's work
- **Consultant** shall review subconsultant's work for quality assurance before transmitting it to the City

1.11 Subcontractors

A. For subcontracts to this consultant contract exceeding \$20,000 (\$10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining sealed bids for the work. The **Consultant** will provide the work description and will submit it to the **Municipality** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.
2. The **Consultant** will solicit sealed bids from a sufficient number of prospective qualified subcontractors to ensure that at least three (3) bids are received. Upon receipt of at least three bids, the **Consultant** will submit all bids to the **Municipality** along with a recommended choice. The **Municipality** will either concur with the recommendation or accept one of the other bids. The **Municipality** will then advise the **Consultant** in writing to proceed.
3. Upon receipt of written authorization from the **Municipality** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

B. For subcontracts to this consultant contract equaling or under \$50,000 (\$10,000 for printing contracts):

1. The **Consultant** will prepare a contract document describing the work, schedule, and method of payment in sufficient detail for obtaining reliable quotations

(non-binding estimates) for the work. The **Consultant** will provide the work description and will submit it to the **Municipality** for review. The **Consultant** will modify the work description as necessary before including it in the contract document.

2. The **Consultant** will solicit quotations from a sufficient number of prospective qualified subcontractors (typically three) to ensure that the work will be performed in the most economical manner. The **Consultant** will maintain and keep for review records of the quote solicitation process to document competition for the service. Upon receipt of the quotations, the **Consultant** will submit them to the **Municipality** along with a recommended choice. The **Municipality** will either concur or choose one of the other candidate subcontractors and advise the **Consultant** to proceed.
3. Upon receipt of written authorization from the **Municipality** to proceed, the **Consultant** will execute the contract with the subcontractor and oversee the subcontractor's operations/services to the extent of assuring that the work is performed as described in the contract and that the work performed conforms to applicable requirements.

Section 2 - Data Collection & Analysis

2.01 Design Survey *[Work by Sub-Consultant]*

A. Ground Survey

All survey contemplated under this project shall be completed by the **Sub-consultant** and shall include terrain data required for design by means of a topographic field survey.

The survey shall locate all prominent features within 50 ft of each side of the current roadway centerline extending a minimum of 50 ft beyond each end of the existing bridge deck. An aerial view of the project site with the approximate project limits is included in Section 10 – Assumptions.

B. Photogrammetric Survey

Photogrammetric Survey is not included

C. Stream Survey

Limited stream survey is required. The **Consultant** will provide stream survey data consisting of the limits of the stream channel within 10 ft of the bridge fascia at both sides of the bridge. Data to be collected includes top and bottom of bank and/or channel walls, if present; normal water level, channel bottom profile at the fascia and at 10 ft from the bridge fascia.

D. Survey of Wetland Boundaries

Assume no wetland boundary survey is required.

E. Supplemental Survey

The **Consultant** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current. Assume 1 day of supplemental survey, if needed.

F. Standards

Project control will conform to the following:

Horizontal project control

- All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83). Whenever practical and economical, the survey should be tied into the NAD 83-96 Base Network.
- Primary project control, established by GPS techniques, should be of at least C2-I order as defined in ***Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques***, Federal Geodetic Control Committee.
- Primary project control, established by conventional techniques, should be

of at least second order, class II, as defined in *Standards and Specifications for Geodetic Control Networks*, Federal Geodetic Control Committee, 1984. After initial angular adjustment, all traverses should reflect a precision of at least 1 part in 20,000 parts to qualify for final adjustment and then as project control.

Vertical project control

- Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).
- To qualify for adjustment, level run error, expressed in meters, must close within a value proportional to 0.03 feet per mile.
- Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys.

2.02 Design Mapping

The **Sub-consultant** will provide the following design mapping conforming to Section 5.4 of the NYSDOT *Highway Design Manual* and the NYSDOT *CADD Standards & Procedure Manual* :

- 1:20 scale mapping covering the full extent of the survey limites defined above. Topographic contours shall be provided with 2 ft major and 1 ft minor contour intervals. Survey mapping shall be provided in Microstation format, unless another format is agreed upon.
- All CADD files shall conform to the naming, format and meet data requirements of the NYSDOT *CADD Standards & Procedure Manual*.
- Digital Terrain Model (DTM) that covers the roadway and stream survey limits. All DTM's, including associated coordinate databases shall be delivered in InRoads "DTM" and "ALG" formats, and shall be feature based.

The **Sub-consultant** will provide supplemental mapping when needed for design purposes and to keep the mapping current. As noted above, any design survey required would be added by supplemental agreement.

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide the following if and when it's applicable to this project:

- the existing highway section(s) and features within the project limits, including:
- number, width, type (through, turning, climbing, etc.), and location of travel lanes.
- shoulder widths and types (asphalt, gravel, grass, etc.).
- number, width, type, and location of utility strips.
- location of curbed sections.
- width and type of medians.
- width of clear zones.
- location and percent of grades.

- horizontal curve radii.
- intersection geometry and conditions.
- parking regulations and conditions within the project limits.
- right-of-way width (may be shown on a plan with references to the plan).
- condition and adequacy of guiderail, median barriers, and impact attenuators.
- location of traffic control features and their conformity with the latest guidelines for such features.
- provisions for pedestrians and bicyclists.
- the existing conditions and roadway sections of all abutting (adjacent) and intersecting highway segments.
- expected future conditions (assuming the null alternative) using an anticipated deterioration rate provided by the Municipality.
- existing hydraulic conditions, including a preliminary qualitative hydraulic assessment.
- existing mainline speed limit (and whether the speed limit is posted or not), and existing operating speeds (85th percentile speeds in most cases).
- land use for the project area as it now exists and future land development (planned and potential), including development years.
- existing vehicular access control (full control, partial control, or uncontrolled) and whether existing driveway entrances comply with local standards or policies.
- existing pavement and shoulder conditions within the project limits.
- a general assessment of drainage conditions within the project limits.
- a list of all utilities, and the respective owners, that are within the project's existing right of way.
- which, if any, school buses, emergency vehicles, or farm machinery regularly use this route.
- which, if any, suitable detour routes are available.

(A table format for the above information is recommended; a plan or typical section may be used where appropriate)

This task was completed during preliminary design and the information is included in the Design Report. It is assumed that only verification of the existing conditions is required.

2.04 Accident Data and Analysis

This task was completed during preliminary design. No additional accident data will be collected or analyzed.

2.05 Traffic Counts

This task was completed during preliminary design. No additional traffic counts will be collected or analyzed.

2.06 Capacity Analysis

Assume a capacity analysis is not required.

2.07 Future Plans for Roadway and Coordination with Other Projects

This task was completed during preliminary design. No additional documentation or evaluation of future plans will be completed.

2.08 Soil Investigations

Assume no soil borings will be needed for this bridge superstructure replacement project.

2.09 Hydraulic Analysis

This task was completed during preliminary design. No additional hydraulic analysis will be completed.

2.10 Bridge Inspection and Evaluation

A. Inspection

The **Consultant** will perform a cursory 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 on-going bridge inspection program, not to duplicate it. The inspection will be limited to visual assessment of the conditions.

B. Bridge Deck Evaluation

Assume the existing bridge deck will be replaced. No deck evaluation is included.

C. Load Rating of Existing Bridge

A load rating of the existing bridge is not included.

D. Fatigue Evaluation

A fatigue evaluation is not applicable to the existing bridge type and is not included.

2.11 Pavement Evaluation

Assume no pavement evaluation will be needed for this bridge rehabilitation project.

Section 3 – Preliminary Design

All Preliminary Design tasks were previously completed. If any additional preliminary design tasks are required they will be completed under a supplemental agreement.

Section 4 - Environmental

4.01 Screenings and Preliminary Investigations

Asbestos

The **Consultant** will perform a preliminary screening for the presence of asbestos-containing materials (ACM's) within the project limits, using the following screening techniques:

- a review of available as-built drawings, record plans, and other construction drawings of the existing bridge, including but not limited to pavement, shoulders, and subgrade, which could potentially require alterations or demolition as part of the project.
- an on-site visual inspection of the bridge, pavement and sidewalks

It is assumed that no material sampling will be required for this project. If sampling becomes necessary, the **Consultant** will subcontract with a subcontractor licensed for asbestos handling in accordance with the provisions of Section 56-2.2 of Industrial Code Rule 56 (12 NYCRR Part 56).

4.02 Permits and Approvals

The **Consultant** will obtain applicable permit(s) and certification, these are expected to include the following:

- U.S. Army Corps of Engineers Section 404 Permit and Nationwide Permit #3
- NYSDEC Section 401 Water Quality Certification
- NYSDEC Protection of Waters Review for Disturbance of Streambeds and Banks State Pollution Discharge Elimination System (SPDES) Permit

The use of "non-standard" construction materials may require permits beyond those listed above.

Section 5 - Right-of-Way

Right of Way Incidentals or Acquisition are anticipated for one (1) temporary easement on this project. Refer to the attached sub-consultant scope of services for additional information.

5.01 General

The **Consultant** will complete all right-of-way work not listed in this Section under a sub-consultant agreement. Refer to the attached Scope of Services.

5.02 Right-of-Way Survey and Mapping

Existing Right-of-Way Boundaries shall be shown on the plans.

The existing Right-of-Way/Highway Boundaries will be determined by right-of-way survey, record plans (if available) provided by the **Municipality**, and tax map information.

Right-of-Way mapping and acquisitions are anticipated. One (1) property is anticipated to be affected by the work. One (1) parcel map is estimated to be necessary.

The **Consultant** shall perform survey needed to accurately determine existing right-of-way limits and establish side property lines including title research necessary to determine property and highway boundaries. The **Consultant** shall incorporate survey and current owner information on project base mapping and provide electronic mapping files for use by the **Municipality**.

The **Consultant** shall prepare acquisition maps in accordance with the format provided by the **Municipality**.

All right-of-way mapping will show US traditional dimensions.

The **Consultant** will prepare all map revisions or additions, which are determined necessary during the construction of the project.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. New and Replacement Bridges – Not Applicable

The **Consultant** will prepare and submit to the **Municipality** a Preliminary Bridge Plan in accordance with the “Locally Administered Federal Aid Procedures Manual.” The **Consultant** will prepare and submit to the **Municipality** a Structure Justification Report. The format and content of the Structure Justification Report will be as outlined in the “Locally Administered Federal Aid Procedures Manual.”

Bridge Rehabilitations

For each bridge to be rehabilitated, the **Consultant** will prepare and submit to the **Municipality** 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.

Selected Structural Treatment – Not Included

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **Municipality** review comments.

The **Municipality** 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 in the Design Approval Document to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be approximately 90% complete.

If necessary, as part of this task the **Consultant** will prepare templated cross sections at 25 foot intervals, at driveways, at drainage structures and at features deemed necessary.

Advance Detail Plans may include, but are not limited to, the following contract sheet drawings:

- Title Sheet
- Index and Legend

- General and Special Notes
- Table of Quantities & Earthwork
- Work Zone Traffic Control
- Typical Sections
- Miscellaneous Details
- Miscellaneous Tables
- Alignment Plans
- Profiles
- Erosion Control Details
- Drainage/Erosion Control/Utility Plans
- Striping Details
- Signing and Striping Plans
- Bridge Plans

The **Consultant** will prepare and submit 2 copies of the ADP's to the **Municipality** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Final Plans

The **Consultant** will modify the design to reflect Municipality review of the ADP package, and then the Municipality or Consultant shall submit two (2) copies to NYSDOT for their review and approval.

The **Consultant** will incorporate last minute review comments on the plans.

6.04 Contract Documents

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

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (e.g., subsurface exploration logs, record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Municipality** for approval. Upon approval, the **Municipality** will submit 2 copies of the contract documents to the NYSDOT for information purposes.

6.05 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.

6.06 Utilities

- A. **Utilities Inventory Report** – Immediately after receipt of Design Approval, the Consultant shall prepare and submit to the City and NYSDOT, a preliminary Utilities Inventory Report, indicating ownership and impacts to existing utilities by the proposed work. This report shall be prepared in accordance with Chapter 10 of the LAFAP Manual (see Appendix 10-5 for the form and instructions). – **Assume not required.**
- B. **Initial Contact Letter** – The City (or Consultant) shall subsequently prepare and send a letter to each utility impacted by the project, and include copies of the preliminary Utilities Inventory Report, plans, profiles, typical sections, and cross-sections for the project. The letter should clearly request that the utility provide a color-coded set of plans showing the existing facilities, as well as the proposed relocation, schedules, and estimate of costs for the reimbursable work.
- C. **Coordination with Utility Schedule** – After receipt of the information requested in Task 6.06.B, the City (or Consultant) shall prepare and submit a Coordination with Utility Schedule in accordance with Chapter 10 of the LAFAP Manual (see Appendix 10-6 for a sample and instructions). This schedule shall be included in the Utility Work Agreements, as well as the contract documents.
- D. **Utility Work Agreements** – The City (or Consultant) shall prepare a Utility Work Agreement for each utility impacted by the project. The agreement shall be prepared in accordance with Chapter 10 of the LAFAP Manual (see Appendix 10-7 thru 9 for samples and instructions), and submitted to NYSDOT for approval and signature, if required. The agreements must be signed by all parties prior to advertising of the contract.
- E. **Notice to Utilities** – The City (or Consultant) shall give notice to each utility as to the schedule of letting and award of the project, including the tasks and schedules contained in the "Coordination with Utility Schedule".
- F. **During the ADP stage, the Consultant shall:**
- Identify all potential utility conflicts based on proposed design versus record plans provided by the utility companies and utility locations collected. The Consultant shall provide the list of potential conflicts to the Municipality;
 - Coordinate test hole excavations to determine if underground utility conflicts exist with utility company, when applicable. The test holes will be dug by the respective utility company and the test hole location will be surveyed by the Municipality. The Municipality will provide the Consultant with a list of test hole results.
 - Plot the test hole results on plan and cross sections to determine if utility conflicts exist.
 - Provide the Municipality with updated list of utility conflicts based on test hole data.
 - Based on results, discuss design alternatives with Municipality to avoid utility conflicts.

6.07 Railroads

Assume no railroad involvement for this project.

6.08 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **Municipality** and the **NYSDOT** with:

- Inventory Update forms, per the current **NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System**, reflecting all proposed physical changes resulting from construction.
- Level 2 Load Rating Data Input forms, per the **NYSDOT User Manual for Structural Rating Program for Bridges** and current **NYSDOT** guidance on the "Procedure for Inventorying, Inspecting, and Level 2 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.09 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Municipality** all project information, including electronic files. The electronic information will be in the format requested by the **Municipality**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Municipality**. The **Consultant** will submit the ad(s) to the **Municipality** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval the **Municipality** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Municipality** by the NYSDOT.

7.02 Pre-Construction Meeting & Other Services Prior to Construction

The **Consultant** will answer calls and respond to questions (concerning the contract plans and bid documents) from prospective bidders, and will attend a pre-construction meeting.

7.03 Bid Opening (Letting)

The **Municipality** will hold the public bid opening. The **Consultant** will attend the bid opening, if requested by the City. The **Consultant** will analyze bid results and prepare the Award Package for submittal to NYSDOT.

7.04 Award

The **Consultant** will analyze the bid results. The analysis will include:

- verifying the low bidder.
- ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- breaking the low bid into fiscal shares, if necessary.
- determining whether the low bid is unbalanced.
- for pay items bid more than 25% over the Engineer's Estimate:
 - checking accuracy of quantity calculations.
 - determining appropriateness of price bid for work in the item.
 - determining whether the low bidder is qualified to perform the work.
- certification (signed and sealed by a licensed Professional Engineer, Registered Architect or Registered Landscape Architect) stating that permits, resolutions, railroad and utility agreements, and title for right-of-way necessary to complete the project have been obtained.

The **Consultant** will assist the **Municipality** in preparing and compiling the Award package as described in the manual of Locally Administered Federal Aid Projects.

- The **Municipality** will award the contract and will transmit the Award Certification document to the NYSDOT.

Section 8 - Construction Support

If the City decides to include this work it will be added by Supplemental Agreement

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Municipality** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Municipality** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve structural shop drawings and material specifications for construction.

8.02 As-Built Drawings

When the project is completed, the **City** shall deliver a marked-up set of plans to the **Consultant**. The **Consultant** shall transfer the as-built information on these plans to the digital drawings.

Section 9 - Construction Inspection

If The City Decides to Include This Work It Will Be Added By Supplemental Agreement

Construction Inspection (CI) is not included in this Contract.
CI services may be provided under a Supplemental Agreement

Section 10 - Estimating & Technical Assumptions & Base Task List

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|------------------|---|
| Section 1 | Estimate <u>4</u> meetings during the life of this agreement.
Estimate <u>12</u> cost and progress reporting periods will occur during the life of this agreement. |
| Section 4 | Estimate <u>3</u> permits will be required. |
| Section 5 | Estimate <u>1</u> properties will require title searches.
Estimate <u>1</u> ROW maps will be required.
Estimate <u>1</u> property acquisitions will be required.
Estimate <u>1</u> property appraisals and review appraisals will be required. |
| Section 6 | Estimate <u>1</u> cost estimate(s) plus <u>3</u> updates will be required.
Estimate <u>no</u> bridge(s) will be replaced and <u>1</u> bridge will be rehabilitated.
Estimate <u>1</u> utility company and <u>no</u> railroad agencies will be affected.
Estimate <u>8</u> copies of the final contract bid documents will be needed for prospective bidders. |
| Section 7 | There are no estimating assumptions for this section. |
| Section 8 | This section is not included. |
| Section 9 | This section is not included. |

10.02 Technical Assumptions

- 1. Assume the project will have the following limits:**
 - **Approximately 50 feet max. from each end of each bridge. Refer to aerial image of limits.**
- 2. Section 6.04 - Consultant shall use their own construction estimating system and will prepare bid sheets in Microsoft Word format to insert in bid documents. Consultant will prepare a bid tabulation.**
- 3. Section 4.01 – Regarding asbestos, assume that the screening will not find any suspect materials to be sampled and tested.**
- 4. Assume no design for relocation of municipally owned utilities to be included in this project.**
- 5. Assume a Utility Inventory Report will be not be required (See Section 6.06). If required, it will be added by supplemental agreement. The consultant will provide color-coded utility drawings. The Consultant shall determine locations of test excavations (to be performed by utility companies), the Municipality will obtain location and elevations of utilities determined to be potential conflicts with proposed improvements, and the Consultant will plot information on plans and design sections and help resolve utility conflicts.**
- 6. Assume Consultant will contact all utility companies and also prepare all utility agreements.**
- 7. It is assumed that during design phase V & VI, weekly meetings will not be necessary, and meetings will take place at necessary periods to advance the project, as agreed between the City and the Consultant.**
- 8. Assume Work Zone Traffic Control plans will consist of 2 drawings or less showing an off-site detour for Madison Street and associated notes.**
- 9. Assume it is not necessary to prepare any templated cross sections.**
- 10. Closed drainage system improvements are not included. Determination of structural deficient pipes, including pipe televising, and design of improvements will be added by supplemental agreement, if required.**
- 11. No new retaining walls (other than bridge wingwalls) or overhead sign structures are anticipated.**
- 12. Assume no landscaping included in this project except for turf re-establishment.**
- 13. No Railroad involvement is required.**
- 14. Assume advisory agency review will be limited to the New York State Department of Environmental Conservation and US Army Corps of Engineers.**
- 15. Assume that a State Pollution Discharge Elimination System (SPDES) Permit is not required.**
- 16. Stormwater Pollution Prevention Plan (SWPPP):**

- A. Assume a SWPPP will not be required since the area disturbed by construction activities at each site will be less than 1 acre.**
- B. Assume no meetings with the NYSDEC**

March 11, 2016

Erik S. LeClair, P.E.
CDM Smlth
6800 Old Collamer Road
Suite 3
East Syracuse, NY 13057

**Re: Madison Street Bridge
Topographic Survey & Right-of-Way Mapping
Cost Proposal**

Dear Mr. LeClair;

Popli Design Group (PDG) is pleased to provide the lump sum estimate of **\$11,100** for Topographic Survey & Right of Way Mapping Services. The above cost is based on the following technical assumptions:

Technical Assumptions:

1. Right of Way & Topographic Survey will be completed within the limits as identified as "Limits of Survey" on the attached ".pdf" file.
2. Survey control will be established utilizing the NYSNET spatial reference network, via RTK GPS methods.
3. Horizontal datum will be referenced to NAD83(2011)-NYSPCS, West Zone.
4. Vertical datum will be referenced to NAVD88.
5. One (1) Acquisition Map will be created utilizing NYSDOT Standards and procedures.
6. Work performed and deliverables will be in accordance with the attached "Madison Street Survey Request Memo."
7. NYSDOL prevailing wage rates will apply to field survey operations.

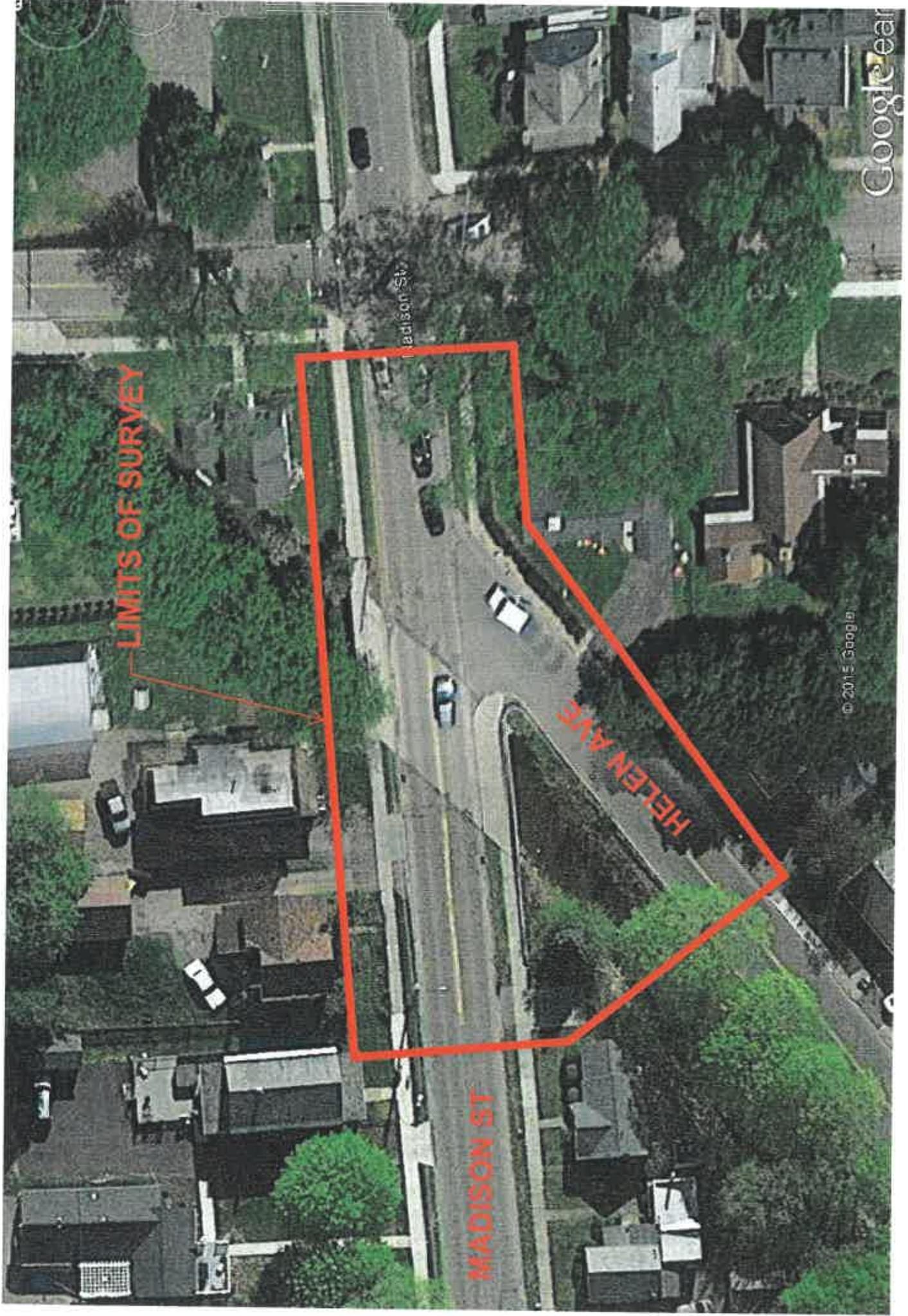
If you have any questions or comments, please contact me at (585) 364-1623 or rwilbert@popligroup.com

Sincerely,



Roman Wilbert II, PLS
Senior Surveyor
cc. File

Attachments



LIMITS OF SURVEY

MADISON ST

MADISON ST

HELEN AVE

© 2015 Google

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Memorandum

To: *Jeff Phillips, PLS, Survey Group Manager, Popli Design Group*

From: *Sean Murphy, PE, CDM Smith*

Date: *November 24, 2015*

Subject: *Request for Fee Proposal – Survey for Madison Street Bridge (BIN 2207800) over Dry Creek in the City of Cortland, NY*

CDM Smith requests a fee proposal for the proposed topographic and right of way boundary survey of the Madison Street Bridge over Dry Creek (BIN 2207800) in the City of Cortland, New York. This project is being advanced as a LAFA project. The requested surveying services shall conform to the requirements listed below and NYSDOT standards, and shall cover the limits as shown in the attached aerial map. Please let me know if you have any questions or comments.

Survey Basemapping

1. Provide a detailed topographic survey of the project limits as described in the attached aerial mapping figure.
2. Surface terrain models shall be included in the topographic survey base map. At a minimum, all surfaces shall include: points, breaklines, and boundaries.
3. All drawing files shall be accompanied with a TIN (triangulated irregular network) surface model. This information is to be provided in addition to contour and spot grade data.
4. Horizontal Project Control:
 - a. All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83).
 - b. Primary project control, established by GPS techniques.
5. Vertical Project Control:
 - a. Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88)
 - b. Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys.

6. Survey Coverage (General Requirements):

- a. This survey shall be in accordance with the latest version, including all addenda, of the NYSDOT. Should there be a conflict with this request and the NYSDOT's Standards/Manuals, the NYSDOT standards shall govern.
- b. The survey limits shall cover the project limits as described in the attached aerial map. Unless otherwise noted in the request for survey letter, all buildings and structures within 60 feet of the roadway layout lines shall be included.

7. Detail information. - Survey shall include all physical features that accurately depict the existing condition of the project area. The information shall include but is not limited to the following:

- a. Roadway Pavement - note limits and type. Also note limits of new and old pavements and location of pavement type changes.
- b. Driveways and Parking Areas - note all limits within survey coverage and type of pavement or surface. Survey coverage for driveways and parking lots should be taken a minimum of 20-feet from the ROW and include centerline/edge shots a maximum of 25-feet apart. This survey shall be performed through topographic spot elevations.
- c. Walks and building entrances – where private property abuts the traveled way by means of a traversable surface intended for pedestrians, survey points with elevation taken at corners and centerlines at the point of intersection with the travelled way, at all changes in line or grade, and at intervals not to exceed 10-feet.
- d. Curbing, edging, medians, and barriers - note limits and type.
- e. Sidewalks, cross walks, roadway striping and handicap ramps - note limits and type.
- f. All abutment and channel walls; including top and bottom elevations, bridge seat elevations at left, center and right; and wall joint locations.
- g. Guide rail, bridge rail, end posts, transitions and rail termination systems - note limits, type, anchor points and overall dimensions of each component. Survey shall also note the height of existing rail system relative to the ground below it.
- h. Surface utility features such as catch basins, manholes and vaults. The type of utility information shall include:
 - i. Sanitary sewer: Manholes - rims, inverts, diameter and condition (collapsed, plugged, etc.). Pipes - size, type, condition, and direction of flow.

- ii. **Drain System: Catch Basins - grate elev., inv., sump elevation and condition (collapsed, plugged, etc.). Manholes - rims, inverts, diameter and condition (collapsed, plugged, etc.). Pipes - size, type, condition, and direction of flow indicated with arrow. All existing drainage outlets, with invert and headwall information located within 500 feet of the project limits in any direction.**
- iii. **Utility lines - size, type, for water, gas, telephone, sewer, electric and CATV.**
- iv. **Hydrants, water gates, service location, curb stops, corporation (if available), air release valve, meter pits, pressure pits and blow offs.**
- v. **Hand holes and pull boxes.**
- vi. **Gas gates and meters.**
- vii. **Telephone and electric manhole covers and approximate location of structures.**
- viii. **Utility and light poles and guy wires, including overhead wires. Any other public or private utility structure or casting located within the defined limits of survey.**
- i. **Unless otherwise noted, buildings or structures with descriptions. Corners of building and structures within 60' of the ROW shall be surveyed.**
- j. **Spot Elevations at regular intervals of 25 feet maximum (consistent with baseline stations, if possible) and at critical locations including top and bottom of curb, PCs, PTs, apex of curves, centerline grades, back of sidewalks and at all changes in slope. Topographic spot elevations to be given along center and edges of all driveways and walkways for a minimum of 60' from the ROW. Aerials and/or extrapolation from DTM lines will not be accepted for providing point information.**
- k. **Existing contours shown at 1-foot intervals and labeled at 5-foot intervals.**
- l. **Pavement markings, including lane lines, edge lines, shoulder width, crosswalks, stop bars, and gore areas (including width and color).**
- m. **Traffic/road signs - note direction in which signs face, legend and wording (or applicable MUTCD designation), including those mounted on utility poles, signal posts, and bridges.**
- n. **Trees drawn to size, (including type of tree and diameter if six-inches or greater) shrubs, grass and planted areas. Landscaping timber, wall, fence or edging.**
- o. **Any other planimetric detail within the limits of survey coverage (see attached letter of request for professional survey services).**

Right of Way & Control

1. Reproduce all recorded right-of-way and baseline information utilizing town, county, or state layout record information. Right of way shall include all intersecting streets and ways within the project limits. All right-of-way information shall be labeled, including owner, date, bearings and distances. In addition the following information shall be noted:
 - a. Horizontal datum & benchmark(s) locations shall be per local DOT requirements. At least one horizontal and vertical control point must be provided every 600’.
 - b. Physical ties to each benchmark
 - c. Locate all visible boundary monuments
 - d. Existing layout shall be tied to all located boundary monuments
 - e. Locate all existing visible property markers (e.g. - iron pipe, stone bound)
 - f. Tie all survey control points to permanent objects
 - g. Coordinate “tick” marks with northing and easting shall be shown per NYSDOT standards.
2. Property line information and easements taken from the Assessor shall be shown on the base plan including current owner, address, parcel size, deed references, map, plot, book and page number. Property lines do not need to be field surveyed, but shall be verified utilizing any visible property markers, wherever possible. Note: all property information from the Assessor (or Registry of Deeds office) shall be cross- checked by the Surveyor with municipality’s Engineering Department records to confirm the latest available information. If any property owner or easement information is not available, the Surveyor shall notify CDM Smith immediately to avoid any delays. The surveyor shall note that information from the Assessor’s office should be taken from the latest plans and registry information. Information should not be obtained from the billing department of the Assessor’s office.

File Type

1. Electronic files shall be exchanged between the surveyor and CDM Smith thru CD- ROM, a USB flash drive or via the surveyor’s secured FTP site.
2. CDM Smith currently utilizes Microstation V8i and InRoads Group V8i.

File Format

1. All objects shall be drawn using a bylayer color and bylayer line type per local DOT standards. No object, with the exception of contours, faults, or surface and DTM information, shall have a “Z” value.

- 2. All drawing items shall be drawn true to size, not to scale.**
- 3. All drawing shall take place in model space. Only title blocks, legends, scale bars, and north arrows shall reside in paper space.**
- 4. All blocks, layers, linetypes, text, etc. shall be set up to the NYSDOT Standards. Utilizing other layer naming convention and linetypes/layers is not acceptable.**
- 5. The base plan shall be set up at a scale of 1"=20' unless otherwise stipulated and approved of by CDM Smith. All relevant text and symbol sizes for existing information shall conform to NYSDOT Standards. The drawing shall be created and presented to CDM Smith in the World Coordinate System.**

Section 5 – Right of Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of right of way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

- 5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.
- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

- 5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.
- 5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners

and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

No services required.

5.03 Right of Way Mapping

The Consultant will review acquisition maps prepared by others.

5.04 INTENTIONALLY LEFT BLANK

5.05 Right of Way Cost Estimates

The Consultant will provide cost estimates for the right of way to be acquired by the Municipality on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

No services required.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans

- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$125,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the

Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0723 For partial acquisition of real property rights valued at \$25,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$25,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- o Identify and make corrections to mathematical calculations and typographical errors, if necessary
- o Assure real property appraisal development and reporting are in accordance with the appraisal subcontract

- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer

- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements

- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

- 5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.
- 5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.
- 5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.
- 5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 10 – Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Section 1

1.07 Estimate 9 cost and progress reporting periods will occur during the life of this agreement

Section 5

- 5.011 Estimate 1 meeting(s) with the Municipality.
- 5.0121 Estimate 0 temporary easement title search
- 5.0122 Estimate 1 last owner title searches
- 5.0123 Estimate 0 20 year title searches
- 5.0124 Estimate 0 full abstracts.
- 5.0131 Estimate 1 last owner title certifications.
- 5.0132 Estimate 0 20 year title certifications.
- 5.0133 Estimate 0 full abstract certifications.
- 5.03 Estimate 1 acquisition map reviews.
- 5.05 Estimate 1 right of way cost estimate(s).
- 5.061 Estimate 0 Informational Meetings
- 5.062 Estimate 0 EDPL Public Hearings
- 5.071 Estimate 1 Preliminary Property Owner Interviews.
- 5.0721 Estimate 1 Limited Appraisal Reports.
- 5.0722 Estimate 0 Full Take Appraisal Reports.
- 5.0723 Estimate 0 Before & After (land only) Appraisal Reports.
- 5.0724 Estimate 0 Before & After Appraisal Reports.

- 5.0725 Estimate 0 properties requiring two independent appraisal reports.
- 5.08 Estimate 1 appraisal reviews.
- 5.09 Estimate 1 meetings with the Municipality.
- 5.092 Estimate 1 offer packages.
- 5.093 Estimate 3 negotiation contacts per property owner.
- 5.095 Estimate 1 revisions to Just Compensation
- 5.096 Estimate 0 Administrative Settlements.
- 5.0971 Estimate 0 partial release(s) of mortgage.
Estimate 0 Lien subordination agreements.
Estimate 0 Lien satisfactions.
Estimate 0 miscellaneous title curative issues.
- 5.0972 Estimate 0 property tax proration calculations.
- 5.0973 Estimate 1 closing packages.
- 5.098 Estimate 1 right of way certificates.

Technical Assumptions

- Assume 1 property will be impacted by the project.
- Assume the acquisition will be temporary in nature.
- Assume the acquisition will be valued less than or equal to \$10,000.
- Assume acquisition map will be provided by others.

Exhibit A, Page 1
Salary Schedule

Camp Dresser McKee & Smith
Madison Street over Dry Creek Bridge Rehabilitation
PIN 3756.13

JOB TITLE	ASCE (A) OR NICET (N) GRADE	AVERAGE HOURLY RATES			MAX. HOURLY RATES			OVERTIME CATEGORY
		PRESENT Dec-15	PROJECTED Jun-16	PROJECTED Jun-17	PRESENT 2015	PROJECTED 2016	PROJECTED 2017	
ENGINEER 9	IX(A)	\$75.71	\$77.98	\$80.32	\$76.71	\$79.50	\$83.48	A
ENGINEER 8	VIII(A)	\$75.71	77.98	80.00	75.71	79.50	83.48	A
ENGINEER 7	VII(A)	\$58.89	60.45	62.26	66.84	70.18	73.69	A
ENGINEER 6	VI(A)	\$52.89	54.27	56.90	53.89	56.37	59.19	B
ENGINEER 5	V(A)	\$47.58	48.99	50.46	52.77	55.41	58.18	B
ENGINEER 4	IV(A)	\$40.61	41.83	43.08	42.10	44.21	46.42	B
ENGINEER 3	III(A)	\$37.58	38.71	39.87	38.45	40.37	42.39	B
ENGINEER 2	II(A)	\$35.90	36.98	38.09	36.54	38.83	39.99	C
ENGINEER 1	I(A)	\$27.27	28.09	28.93	28.42	29.49	30.38	C
LANDSCAPE ARCHITECT 4	IV(A)	\$37.72	38.85	40.02	39.57	40.79	42.02	C
DESIGNER/DRAFTER 8	III(N)	\$52.91	54.50	56.14	52.91	57.23	58.95	C
DESIGNER/DRAFTER 5	III(N)	\$33.00	33.99	35.01	33.00	35.89	36.76	C
DESIGNER/DRAFTER 4	III(N)	\$31.00	31.93	32.89	31.00	32.55	34.18	C
DESIGNER/DRAFTER 3	II(N)	\$28.06	28.84	27.85	30.46	28.18	29.03	C
SR. DOCUMENT TECHNICIAN	NA	\$22.76	\$23.44	\$24.14	\$22.76	\$23.90	\$25.10	C

NOTES:

Hourly rates shall not exceed those shown above.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

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

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

Hourly rates shall not exceed those shown above.

Exhibit A, Page 2
Staffing Table

Camp Dresser McKee & Smith

Madison Street over Dry Creek Bridge Rehabilitation
PIN 3750.13

JOB TITLE	ASCE (A) OR NICET(N) GRADE	T A S K S									Total Hours	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR	
		1	2	3	4	5	6	7	8	9				
ENGINEER 9	IX(A)	1					2	1				4	\$77.98	\$311.92
ENGINEER 8	VIII(A)												\$77.98	
ENGINEER 7	VII(A)	15	1		2		17	6				41	\$80.45	2478.45
ENGINEER 6	VI(A)												\$54.27	
ENGINEER 5	V(A)	2					42					44	\$48.99	2155.58
ENGINEER 4	IV(A)	44	10		4	4	108	18				188	\$41.83	7884.04
ENGINEER 3	III(A)	10	14		20		138	10				190	\$38.71	7354.90
ENGINEER 2	II(A)						12					12	\$36.98	443.76
ENGINEER 1	I(A)	8	12		28	4	172	18				240	\$28.09	6741.60
LANDSCAPE ARCHITECT 4	IV(A)												\$38.65	
DESIGNER/DRAFTER 8	III(N)												\$54.50	
DESIGNER/DRAFTER 5	III(N)		4			6	146					156	\$33.99	5302.44
DESIGNER/DRAFTER 4	III(N)												\$31.93	
DESIGNER/DRAFTER 3	II(N)												\$26.84	
SR. DOCUMENT TECHNICIAN	NA	10			3		8	4				26	\$23.44	608.44
TOTAL		90	41		57	14	644	55				901		\$33,282.11

SCOPE TASKS

1. General
2. Data Collection & Analysis
3. Preliminary Design - Not Included
4. Environmental
5. Right-of-Way
6. Detailed Design
7. Advertisement, Bid Opening & Award
8. Construction Support - Not Included
9. Construction Inspection - Not Included

Exhibit B, Page 1
 Estimate of Direct Non-Salary Cost

Camp Dresser McKee & Smith

Madison Street over Dry Creek Bridge Rehabilitation
 PIN 3756.13

1. Travel, Lodging and Subsistence

Trips to	trips	miles		
Client Office	5	80 miles/trip =	400	
Project Site	2	80 miles/trip =	160	
		Total Mileage	560 @	\$0.575 \$322.00

TOTAL TRAVEL

\$322.00

2. Reproduction, Drawings & Report
 Design Phase I - IV

	each	sheets/set	sets	
Mylars 22x34	\$8.50	22	1	\$187.00
Drawings 22x34	\$0.70			
Drawings 11x17	\$0.20	30	12	\$72.00
Copies/Reports	\$0.10	500	12	\$600.00
Brochures	\$0.10			

TOTAL DRAWING, REPORT, REPRODUCTION

\$859.00

3. Equipment/Supplies for Field Work

\$50.00

4. Soil Borings, Lab Testing & Engineering Recommendation (Estimated)

5. Advertisement for Bid

2 each @ \$25.00 /each **\$50.00**

6. Postage/Deliveries

4 deliveries \$20.00 each **\$80.00**

TOTAL DIRECT NON - SALARY COST

=====
\$1,381.00

**Exhibit C
Summary**

**Camp Dresser McKee & Smith
Madison Street over Dry Creek Bridge Rehabilitation
PIN 3756.13**

Item IA, Direct Technical Salaries (estimated) subject to audit		\$33,262
Item IB, Direct Technical Salaries Premium Portion of overtime subject to audit (estimate)		
Item II, Direct Non-Salary Cost (estimated) subject to audit		1,361
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Contractor Cost)		
Item III, Overhead (estimated) subject to audit	172.3%	57,310
Item IV, Fixed Fee (negotiated)	10.0%	9,057
Item II Direct Non-Salary Cost (estimated) subject to audit (Sub-Consultant Cost - Popli)		11,100
(Sub-Consultant Cost - RK Hite)		7,559
Total Estimated Cost		\$119,649
MAXIMUM AMOUNT PAYABLE		\$120,000

March 11, 2016

Erik S. LeClair, P.E.
CDM Smith
6800 Old Collamer Road
Suite 3
East Syracuse, NY 13057

**Re: Madison Street Bridge
Topographic Survey & Right-of-Way Mapping
Cost Proposal**

Dear Mr. LeClair;

Popli Design Group (PDG) is pleased to provide the lump sum estimate of **\$11,100** for Topographic Survey & Right of Way Mapping Services. The above cost is based on the following technical assumptions:

Technical Assumptions:

1. Right of Way & Topographic Survey will be completed within the limits as identified as "Limits of Survey" on the attached ".pdf" file.
2. Survey control will be established utilizing the NYSNET spatial reference network, via RTK GPS methods.
3. Horizontal datum will be referenced to NAD83(2011)-NYSPCS, West Zone.
4. Vertical datum will be referenced to NAVD88.
5. One (1) Acquisition Map will be created utilizing NYSDOT Standards and procedures.
6. Work performed and deliverables will be in accordance with the attached "Madison Street Survey Request Memo."
7. NYSDOL prevailing wage rates will apply to field survey operations.

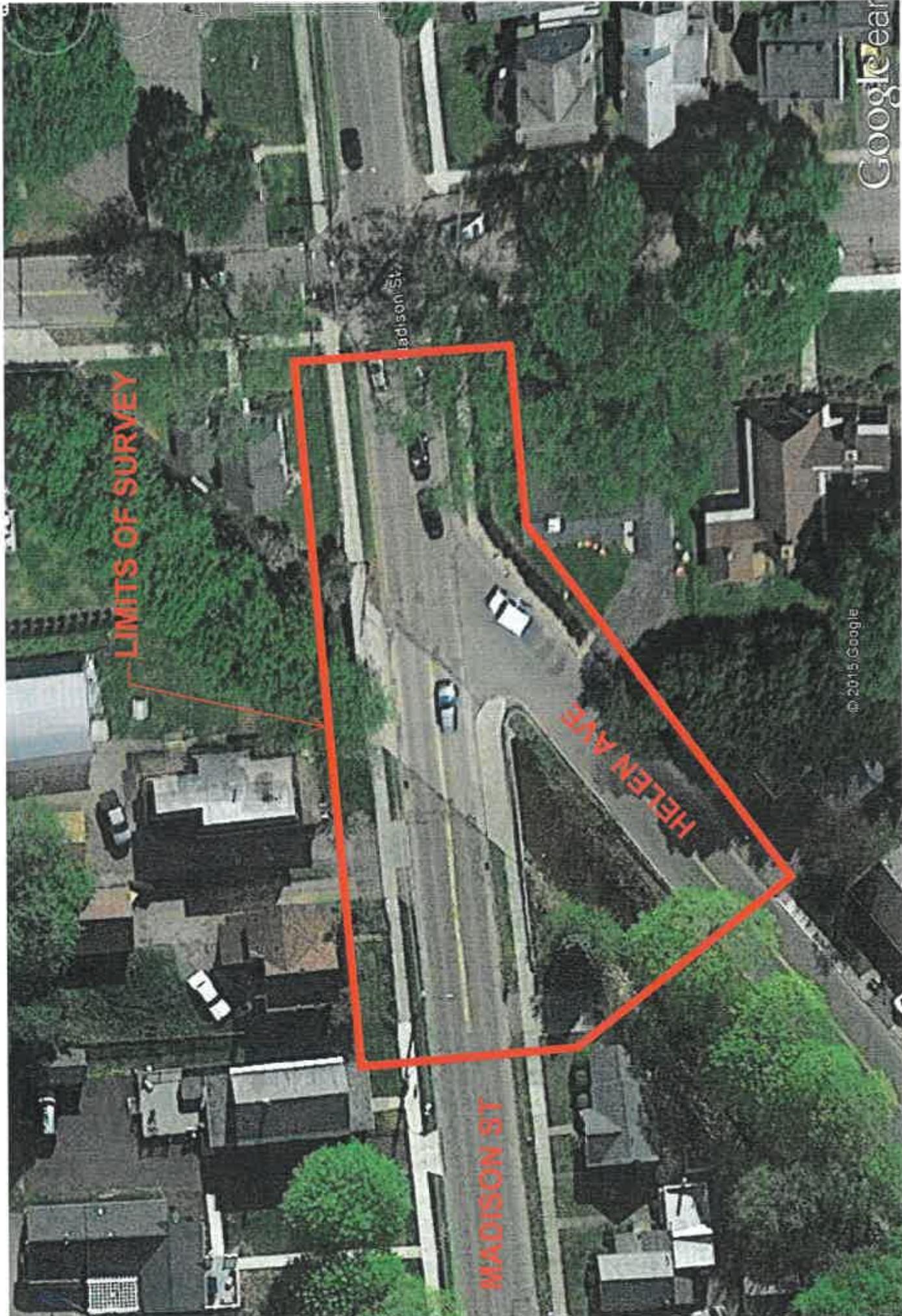
If you have any questions or comments, please contact me at (585) 364-1623 or rwilbert@popligroup.com

Sincerely,



Roman Wilbert II, PLS
Senior Surveyor
cc. File

Attachments



LIMITS OF SURVEY

MADISON ST

MADISON ST

HELEN AVE

© 2015 Google

Google Earth



Memorandum

To: *Jeff Phillips, PLS, Survey Group Manager, Popli Design Group*

From: *Sean Murphy, PE, CDM Smith*

Date: *November 24, 2015*

Subject: *Request for Fee Proposal – Survey for Madison Street Bridge (BIN 2207800) over Dry Creek in the City of Cortland, NY*

CDM Smith requests a fee proposal for the proposed topographic and right of way boundary survey of the Madison Street Bridge over Dry Creek (BIN 2207800) in the City of Cortland, New York. This project is being advanced as a LAFA project. The requested surveying services shall conform to the requirements listed below and NYSDOT standards, and shall cover the limits as shown in the attached aerial map. Please let me know if you have any questions or comments.

Survey Basemapping

1. Provide a detailed topographic survey of the project limits as described in the attached aerial mapping figure.
2. Surface terrain models shall be included in the topographic survey base map. At a minimum, all surfaces shall include: points, breaklines, and boundaries.
3. All drawing files shall be accompanied with a TIN (triangulated irregular network) surface model. This information is to be provided in addition to contour and spot grade data.
4. Horizontal Project Control:
 - a. All horizontal coordinates will be State Plane Coordinate System based on North American Datum of 1983 (NAD 83).
 - b. Primary project control, established by GPS techniques.
5. Vertical Project Control:
 - a. Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88)
 - b. Level runs should begin and end on bench marks classified as at least second order, class II. Whenever practical and economical, use two different bench marks to begin and end vertical surveys.

6. **Survey Coverage (General Requirements):**
 - a. This survey shall be in accordance with the latest version, including all addenda, of the NYSDOT. Should there be a conflict with this request and the NYSDOT's Standards/Manuals, the NYSDOT standards shall govern.
 - b. The survey limits shall cover the project limits as described in the attached aerial map. Unless otherwise noted in the request for survey letter, all buildings and structures within 60 feet of the roadway layout lines shall be included.
7. **Detail information.** - Survey shall include all physical features that accurately depict the existing condition of the project area. The information shall include but is not limited to the following:
 - a. Roadway Pavement - note limits and type. Also note limits of new and old pavements and location of pavement type changes.
 - b. Driveways and Parking Areas - note all limits within survey coverage and type of pavement or surface. Survey coverage for driveways and parking lots should be taken a minimum of 20-feet from the ROW and include centerline/edge shots a maximum of 25-feet apart. This survey shall be performed through topographic spot elevations.
 - c. Walks and building entrances – where private property abuts the traveled way by means of a traversable surface intended for pedestrians, survey points with elevation taken at corners and centerlines at the point of intersection with the travelled way, at all changes in line or grade, and at intervals not to exceed 10-feet.
 - d. Curbing, edging, medians, and barriers - note limits and type.
 - e. Sidewalks, cross walks, roadway striping and handicap ramps - note limits and type.
 - f. All abutment and channel walls; including top and bottom elevations, bridge seat elevations at left, center and right; and wall joint locations.
 - g. Guide rail, bridge rail, end posts, transitions and rail termination systems - note limits, type, anchor points and overall dimensions of each component. Survey shall also note the height of existing rail system relative to the ground below it.
 - h. Surface utility features such as catch basins, manholes and vaults. The type of utility information shall include:
 - i. Sanitary sewer: Manholes - rims, inverts, diameter and condition (collapsed, plugged, etc.). Pipes - size, type, condition, and direction of flow.

- ii. Drain System: Catch Basins - grate elev., inv., sump elevation and condition (collapsed, plugged, etc.). Manholes - rims, inverts, diameter and condition (collapsed, plugged, etc.). Pipes - size, type, condition, and direction of flow indicated with arrow. All existing drainage outlets, with invert and headwall information located within 500 feet of the project limits in any direction.
- iii. Utility lines - size, type, for water, gas, telephone, sewer, electric and CATV.
- iv. Hydrants, water gates, service location, curb stops, corporation (if available), air release valve, meter pits, pressure pits and blow offs.
- v. Hand holes and pull boxes.
- vi. Gas gates and meters.
- vii. Telephone and electric manhole covers and approximate location of structures.
- viii. Utility and light poles and guy wires, including overhead wires. Any other public or private utility structure or casting located within the defined limits of survey.
- i. Unless otherwise noted, buildings or structures with descriptions. Corners of building and structures within 60' of the ROW shall be surveyed.
- j. Spot Elevations at regular intervals of 25 feet maximum (consistent with baseline stations, if possible) and at critical locations including top and bottom of curb, PCs, PTs, apex of curves, centerline grades, back of sidewalks and at all changes in slope. Topographic spot elevations to be given along center and edges of all driveways and walkways for a minimum of 60' from the ROW. Aerials and/or extrapolation from DTM lines will not be accepted for providing point information.
- k. Existing contours shown at 1-foot intervals and labeled at 5-foot intervals.
- l. Pavement markings, including lane lines, edge lines, shoulder width, crosswalks, stop bars, and gore areas (including width and color).
- m. Traffic/road signs - note direction in which signs face, legend and wording (or applicable MUTCD designation), including those mounted on utility poles, signal posts, and bridges.
- n. Trees drawn to size, (including type of tree and diameter if six-inches or greater) shrubs, grass and planted areas. Landscaping timber, wall, fence or edging.
- o. Any other planimetric detail within the limits of survey coverage (see attached letter of request for professional survey services).

Right of Way & Control

1. Reproduce all recorded right-of-way and baseline information utilizing town, county, or state layout record information. Right of way shall include all intersecting streets and ways within the project limits. All right-of-way information shall be labeled, including owner, date, bearings and distances. In addition the following information shall be noted:
 - a. Horizontal datum & benchmark(s) locations shall be per local DOT requirements. At least one horizontal and vertical control point must be provided every 600’.
 - b. Physical ties to each benchmark
 - c. Locate all visible boundary monuments
 - d. Existing layout shall be tied to all located boundary monuments
 - e. Locate all existing visible property markers (e.g. - iron pipe, stone bound)
 - f. Tie all survey control points to permanent objects
 - g. Coordinate “tick” marks with northing and easting shall be shown per NYSDOT standards.
2. Property line information and easements taken from the Assessor shall be shown on the base plan including current owner, address, parcel size, deed references, map, plot, book and page number. Property lines do not need to be field surveyed, but shall be verified utilizing any visible property markers, wherever possible. Note: all property information from the Assessor (or Registry of Deeds office) shall be cross- checked by the Surveyor with municipality’s Engineering Department records to confirm the latest available information. If any property owner or easement information is not available, the Surveyor shall notify CDM Smith immediately to avoid any delays. The surveyor shall note that information from the Assessor’s office should be taken from the latest plans and registry information. Information should not be obtained from the billing department of the Assessor’s office.

File Type

1. Electronic files shall be exchanged between the surveyor and CDM Smith thru CD- ROM, a USB flash drive or via the surveyor’s secured FTP site.
2. CDM Smith currently utilizes Microstation V8i and InRoads Group V8i.

File Format

1. All objects shall be drawn using a bylayer color and bylayer line type per local DOT standards. No object, with the exception of contours, faults, or surface and DTM information, shall have a “Z” value.

- 2. All drawing items shall be drawn true to size, not to scale.**
- 3. All drawing shall take place in model space. Only title blocks, legends, scale bars, and north arrows shall reside in paper space.**
- 4. All blocks, layers, linetypes, text, etc. shall be set up to the NYSDOT Standards. Utilizing other layer naming convention and linetypes/layers is not acceptable.**
- 5. The base plan shall be set up at a scale of 1"=20' unless otherwise stipulated and approved of by CDM Smith. All relevant text and symbol sizes for existing information shall conform to NYSDOT Standards. The drawing shall be created and presented to CDM Smith in the World Coordinate System.**

Exhibit B, Page 1
 Specific Hourly Rate Schedule
 February 23, 2016 (rev1)
 R.K. Hite & Co., Inc.

Project Title: Madison St over Dry Creek
PIN: 3755.33
City: Cortland
County: Cortland

Job Title	Hourly Rates			Overtime Category
	Projected (2016)	Projected (2017)	Maximum	
Principal	\$120.00	\$125.00	\$125.00	A
Project Manager	\$95.00	\$97.00	\$97.00	A
Appraisal Reviewer	\$90.00	\$90.00	\$90.00	B
Relocation Specialist	\$90.00	\$90.00	\$90.00	B
Field Coordinator	\$65.00	\$70.00	\$70.00	B
Property Rights Specialist	\$64.00	\$65.00	\$65.00	B
Title Specialist	\$62.00	\$63.00	\$63.00	B
Title Examiner	\$64.00	\$65.00	\$65.00	B
Data Manager	\$75.00	\$75.00	\$75.00	B
Data Technician	\$60.00	\$61.00	\$61.00	B
Secretary	\$40.00	\$40.00	\$40.00	B
Title Attorney	\$100.00	\$100.00	\$100.00	A
Appraiser	\$90.00	\$90.00	\$90.00	A
EDPL Attorney	\$225.00	\$225.00	\$225.00	A

NOTE:
 Hourly rates shall not exceed those shown above.

OVERTIME POLICY

- Category A: No overtime compensation.
- Category B: Overtime compensated at straight time rate.

Project Title: Madison St over Dry
Creek

PIN: 3755.33
City: Cortland
County: Cortland

EXHIBIT B, PAGE 2
February 23, 2016 (rev1)

STAFFING TABLE

R.K. HITE & CO., INC.

TASK	DESCRIPTION	JOB TITLE								TOTALS			
		PROJECT MANAGER	APPRAISAL REVIEWER	PROPERTY RIGHTS SPECIALIST	TITLE SPECIALIST	TITLE SPECIALIST	TITLE REVIEWER	DATA BASE MANAGER	DATA TECHNICIAN		SECRETARY		
GENERAL													
1.05	Project Familiarization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.50	0.00
	SUBTOTAL	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.50	4.50
INCIDENTAL PHASE													
5.01	Abstract Request Map and Title Search	2.25	0.00	2.00	10.00	1.00	0.00	0.00	0.00	0.00	3.00	2.75	21.00
5.02	Right of Way Survey	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping	0.25	0.00	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.50	0.50	2.25
5.04	Right of Way Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5.07	Property Appraisals	0.50	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.75	7.75
5.08	Appraisal Reviews	0.25	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	6.25
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL	4.25	5.00	7.50	10.50	1.00	0.00	0.00	0.00	0.00	5.50	4.50	38.25
ACQUISITION PHASE													
5.09	Negotiations & Property Acquisition	3.25	0.00	16.00	2.00	0.00	0.00	0.00	0.00	0.00	6.25	6.25	33.75
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	SUBTOTAL	3.25	0.00	16.00	2.00	0.00	0.00	0.00	0.00	0.00	6.25	6.25	33.75
TOTAL HOURS		9.00	5.00	23.50	12.50	1.00	0.00	0.00	0.00	0.00	13.25	12.25	76.50
PROJECTED HOURLY RATE		\$97.00	\$90.00	\$65.00	\$63.00	\$65.00	\$75.00	\$61.00	\$40.00				
LABOR COST		\$873.00	\$450.00	\$1,527.50	\$787.50	\$65.00	\$0.00	\$808.25	\$490.00				\$5,001.25

Project Title: Madison St over Dry
Creek
PIN: 3755.33
City: Cortland
County: Cortland

Direct Non-Salary

R.K. HITE & CO., INC.

TASK	DESCRIPTION	TITLE ATTORNEY	APPRAISER	EDPL ATTORNEY	TOTALS
GENERAL					
1.05	Project Familiarization	0.00	0.00	0.00	0.00
1.07	Cost and Progress Reporting	0.00	0.00	0.00	0.00
	SUBTOTAL	0.00	0.00	0.00	0.00
INCIDENTAL PHASE					
5.01	Abstract Request Map and Title Search	2.00	0.00	0.00	2.00
5.02	Right of Way Survey	0.00	0.00	0.00	0.00
5.03	Right of Way Mapping	0.00	0.00	0.00	0.00
5.04	Right of Way Plan	0.00	0.00	0.00	0.00
5.05	Right of Way Cost Estimate	0.00	0.00	0.00	0.00
5.06	Public Hearings/Meetings	0.00	0.00	0.00	0.00
5.07	Property Appraisals	0.00	15.00	0.00	15.00
5.08	Appraisal Reviews	0.00	0.00	0.00	0.00
5.10	Relocation Assistance (Incidental Phase)	0.00	0.00	0.00	0.00
	SUBTOTAL	2.00	15.00	0.00	17.00
ACQUISITION PHASE					
5.09	Negotiations & Property Acquisition	1.00	0.00	0.00	1.00
5.10	Relocation Assistance (Acquisition Phase)	0.00	0.00	0.00	0.00
	SUBTOTAL	1.00	0.00	0.00	1.00
TOTAL HOURS		3.00	15.00	0.00	18.00
PROJECTED HOURLY RATE		\$100.00	\$80.00	\$225.00	
LABOR COST		\$300.00	\$1,350.00	\$0.00	\$1,650.00

EXHIBIT B, PAGE 3
 Estimate of Direct Non-Salary Cost
 R.K. Hite & Co., Inc.
 February 23, 2016 (rev1)

Project Title: Madlson St over Dry Creek
 PIN: 3755.33
 City: Cortland
 County: Cortland

Travel, Lodging, Subsistence, Fees and Supplies

Per Diem 0 Nights @ \$140.00 /night \$0.00

Trips	Vehicle Type	No. Trips	Mile per Trip	Total Miles		
Incidental Phase						
To Site	Auto	3	200	600		
Local	Auto	1	10	10		
Acquisition Phase						
To Site	Auto	2	260	520		
Local	Auto	0	10	0		
				1130	@	\$0.575 <u>\$649.75</u>

\$649.75

Reproduction, Drawings & Reports	\$54.75
Telephone	\$29.00
Postage & Deliveries	\$22.00
Supplies and Miscellaneous	\$72.00
Recording Fees	\$80.00
TOTAL DIRECT NON-SALARY COSTS	<u><u>\$907.50</u></u>

**Project Title: Madison St over
Dry Creek**

**EXHIBIT B, PAGE 4
Summary
February 23, 2016 (rev1)
R.K. HITE & CO., INC.**

**PIN: 3755.33
City: Cortland
County: Cortland**

	<u>221 Incidental</u>	<u>222 Acquisition</u>	<u>TOTAL</u>
ITEM 1A, (estimated - subject to audit)	\$2,740.25	\$2,261.00	\$5,001.25
ITEM 1B (estimated - subject to audit)			
Item II, Direct Non-Salary Cost (estimated - subject to audit)	\$509.50	\$398.00	\$907.50
Item II, Direct Non-Salary Cost (Sub-Contractor Cost) (estimated - subject to audit)			
Item III, Overhead (estimated - subject to audit)			
Item IV, Fixed Fee (negotiated)			
Item II, Direct Non-Salary Cost (Title/Closing Attorney) (estimated -subject to audit)	\$200.00	\$100.00	\$300.00
Item II, Direct Non-Salary Cost (S EDPL Attorney) (estimated -subject to audit)	\$0.00	\$0.00	\$0.00
Item II, Direct Non-Salary Cost (Appraiser) (estimated -subject to audit)	\$1,350.00	\$0.00	\$1,350.00
	\$4,799.75	\$2,759.00	<u>\$7,558.75</u>



CORTLAND YOUTH BUREAU

38 Port Watson Street • Cortland, NY 13045 • (607) 753-3021 • Fax: (607) 753-3023 • www.cortland.org

TO: Mayor Brian Tobin
Members of the City Council
Mack Cook, Director of Administration and Finance
Lori Crompton, Finance Department

FROM: John McNerney, Youth Bureau Director

RE: CYB Donations

DATE: April 12th, 2016

I would like to ask the common council to accept and recognize the following donations. The donations should be appropriated to the Youth Bureau operating budget.

<i>Donation</i>	<i>Amount</i>	<i>Event/Project</i>	<i>Budget Line</i>
<i>Mike Dexter</i>	<i>\$ 250.00</i>	<i>Dexter Park</i>	<i>A-7110.5206</i>
<i>Various Donors in honor of James Yaman</i>	<i>\$2,280.00</i>	<i>James Yaman</i>	<i>A-7110.5206</i>
<i>Matthew Seyfried - SUNY Sports Management Class</i>	<i>\$ 228.00</i>	<i>Basketball Event Baseball/Basketball</i>	<i>A-7550.5405</i>
<i>Total Donations =</i>	<i>\$ 2,758.00</i>		

Attached is a copy of the checks and supporting details on the donations for your records. Feel free to contact me with any questions at 753-3021 ext. 423



Table 1 Yaman Donations

Phone Number	Address	Amount	Check #	Date	Bank
745-3013	Major Brian Tobin	\$100.00	1229	8/21/54	Co-Board
423-7910	Therapist's College	\$50.00	3232	8/15/54	Co-Board
753-1828	Camela Perry Dore & Mary 4th	\$50.00	8302	8/15/54	Co-Board
844-9451	Morgan Hodge Carol & Carl Rungius Walter LaGrum	\$100.00	2378	8/16/54	Co-Board
	Dorothy Surrey Marcell & Mark Messour.	\$100.00	2669	8/13/54	Co-Board
585-350-7293	Ed O'Rourke Paul Dennis	\$25.00	5958	8/13/54	Co-Board
	Donald and Carol Reid.	\$100.00	606	8/13/54	Co-Board
	Carhand Standard	\$75.00	6850	8/13/54	Co-Board
	Monica Gann	\$75.00	4576	8/13/54	Co-Board
	Gregory Maly Catherine Benki	\$25.00	5836	8/13/54	Co-Board
	Walt & Gail Schreiner	\$50.00	438	8/13/54	Co-Board
	Kerry Cottrell	\$250.00	3434	8/12/54	Co-Board
	Companati Real Estate Marian Eddy	\$50.00	129	8/11/54	Co-Board
	GMA of NY Inc Fran Gaudio	\$100.00	3207	8/11/54	Co-Board
	TOTAL:	\$2130.00			
753-7079	Bob & Betty Thomas	\$9.00	116	8/10/54	Co-Board
	Ruth & Ray Mack	\$100.00	17325	8/10/54	Co-Board
423-2252	John McNamee	\$30.00	2911	8/10/54	Co-Board
		\$100.00	1787	8/10/54	Co-Board
		\$30.00	1598	8/10/54	Co-Board
		\$100.00	3362	8/10/54	Co-Board
		\$30.00	8173	8/10/54	Co-Board
		\$30.00	1552	8/10/54	Co-Board

\$2,280.00

123 Kenney Parkway, Co-Board, NY
 10068 Queens, NY
 10/15/54

Agenda Title: Consideration of a Resolution authorizing the implementation, and funding in the first instance 100% of the federal and non-federal aid eligible costs, of the Northeast Gateway and Clinton Avenue Corridor Enhancement Initiative Phase 1 Project, and appropriating funds therefore,

**Resolution: New York State Department of Transportation
City of Cortland
Locally Administered Project**

Resolution Number _____ of 2016

WHEREAS: A Project for the City of Cortland Northeast Gateway and Clinton Avenue Corridor Enhancement Initiative Phase 1 Project, (the Project) P.I.N. 395052 is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at a ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS: The City of Cortland desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of \$136,000,

NOW THEREFORE, the City of Cortland Common Council (Council), duly convened does hereby

RESOLVE, that Council approves the above-subject project: and it is hereby further

RESOLVED, that the Council authorizes the Director of Administration and Finance of the City of Cortland to pay in the first instance 100% of the federal and non-federal share of the cost of the design, engineering and construction work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$136,000 is appropriated from the Capital Project Fund and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Director of Administration and Finance thereof, and it is further

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

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

RESOLVED, THIS Resolution shall take effect immediately

Adopted this 19th day of April, 2016.

DEPARTMENT OF



PUBLIC WORKS

Christopher Bistocchi
Superintendent
Nic Dovi

Deputy Superintendent

19 South Franklin St.
Cortland, New York 13045

Office: 607-756-6221
Fax: 607-758-8392

<http://www.cortland.org>

Re; North Main Street Rehabilitation Project.

The City of Cortland, in conjunction with Suit-Kote Corporation, will begin the rehabilitation of North Main Street beginning Monday April 18th, weather permitting. We will commence at the Groton Ave/Clinton St. intersection and move north to Willow Ave. Process should take three to four days.

The work to be done shall include milling out existing asphalt to a depth of four inches. Because of the nature of the work, one lane traffic shall be maintained during the milling process causing delays and limiting parking.

Once the milling process is complete, North Main Street shall be opened utilizing all traffic lanes and parking areas, with manholes and catch basins delineated with traffic cones and barrels.

Once milled, North Main St. shall have utility repairs done to sewer, water and gas lines prior to any asphalt being placed in May.

Sorry for any inconveniences, please be patient and understand all effort has been to coordinate and complete work as quickly and safely as possible.

Chris Bistocchi

City of Cortland DPW

Resolution ____ of 2016

Award of Contract for Grant Administration and Program Services for the 2015 New York Main street Grant to Thoma Development Services

WHEREAS, the City applied for and was awarded a \$425,000 grant (CFA # 54947) in the 2015 NYS Consolidated Funding Application Process to be used toward the renovation of mixed use buildings located in the Downtown Historical Core,

WHEREAS, the terms of the grant permits the City to retain the services of a consultant for grant administration and delivery of services,

WHEREAS, The City solicited proposals (RFP) from qualified consultants and consulting firms to provide program delivery services and grant administrative services in conjunction with the NY Main Street Grant,

WHEREAS, the City's RFP enumerated the services to be provided under the following categories:

- Building Renovation Program
- Streetscape Project
- General Administration
- Miscellaneous

WHEREAS, the RFP enumerated the submission requirements and evaluation factors,

WHEREAS, the City published notice of intent to request proposals in the duly designated official newspapers

THEREFORE BE IT RESOLVE, that the Thoma Development Consultants' proposal adhered to the submission requirements of the City's RFP and be it further

RESOLVE, that Thoma Development Consultants' proposal is hereby deem to be responsive to the services enumerated in the City's RFP and be it further,

RESOLVE, that Thoma Development Consultants' proposal is hereby deem to be qualified in accordance with the evaluation factors set forth in the City's RFP and be it further,

REOLVE, that Thoma Development Consultants is hereby awarded a contract for the administration of the 2015 New York Main Street Grant and delivery of program services providing \$425,000 in funding for renovation of mixed used buildings in the Downtown Historic Core for a fee not to exceed \$35,500.

Adopted the 19th day of April, 2016.

Public Notice

CITY OF CORTLAND

Request for Proposals

The City of Cortland is seeking proposals from qualified firms or individuals to provide Program Delivery and Administrative Services in conjunction with their recently awarded FY 2015 NY Main Street Grant. M/WBE firms are strongly encouraged to respond. Proposals are due to be submitted no later than April 8, 2016.

For more information and a copy of the complete "Request for Proposals" packet, please contact the Deputy City Clerk, City of Cortland, City Hall, Cortland, New York 13045, (607) 756-6521.

- 1. Run one time as legal notice as soon as possible.**
- 2. One copy of proof of publication to the address below please**
- 3. Bill: City of Cortland
Office of Community Development
25 Court Street
Cortland, NY 13045
ACCOUNT #2068**

**City of Cortland
Request for Proposals**

NY MAIN STREET PROGRAM

1. **REQUEST:** The City of Cortland, located in Cortland County, is seeking proposals from qualified consultants or consulting firms to provide program delivery and administrative services in conjunction with the City's NY Main Street Grant. M/WBE firms are strongly encouraged to respond. The relevant information is set forth below.

2. **DESCRIPTION OF GRANT:** The \$425,000 grant will be used to renovate seven buildings in downtown Cortland that contain an estimated ten (10) residential units and 14 commercial units. Also streetscape improvements will be funded with grant funds.

3. **SERVICES TO BE PROVIDED:**

A. Building Renovation Program:

Program Set Up:

1. Provide final program design, program guidelines and application forms for adoption by the City;

Application and Project Selection:

2. Identify all eligible properties and contact property owners with program guidelines and application deadline. If requested by the City conduct a meeting of property owners to discuss the program
3. Provide guidance to property owners in preparation of application;
4. Review of all applications submitted by stated deadline.
5. Based upon the established priority system for the selection of properties, work with the City committee charged with project selection and program commitments;
6. Prepare commitment letter to identify conditions and to establish a timeframe for meeting conditions placed upon the project;
7. Work with property owner to assist in meeting conditions as identified in the commitment letter. When the commitment letter conditions are met, develop a grant agreement to be signed by the City and the property owner that includes the necessary declaration form to be filed with the County Clerk at the conclusion of the project;

Scope of Work:

8. Perform preliminary property inspections with the Code Enforcement Office. Assist the City to determine whether an architect will be needed for the project or if Consultant's rehabilitation personnel can produce work scope for bidding the project.
9. Prepare work scope and cost estimates if an architect is not required;
10. After work scope is finalized, consultant will submit required information to New York State Historic Preservation Office (SHPO);

Bidding, Contracting and Construction Oversight:

11. Establish eligible contractors list and contractor requirements;
 12. Provide bid documents to the Property Owner and assist in contractor selection. The Property Owner will be responsible for procuring the bids for the project;
 13. Collect required documentation from property owners and project contractors including payment of any fee due to City for work scope from property owners. Upon receipt of all information prepare contract documents and issue notice to proceed. Prepare OCR Set Up form for each project;
 14. Conduct final inspections. Upon final inspection, collect and review all required information from the property owner for reimbursement of funds. Once all information is collected prepare draw forms for City to request funds from OCR;
 15. Act as liaison between City, property owner, and contractor;
 16. Monitor total expenditures on all properties and provide data on program for all reports. Prepare final project files for monitoring by OCR;
 17. Provide an EPA Lead Based Paint Risk Assessor to assure program complies with Lead Based Paint Hazard requirements, if residential units are funded with NY Main Street funds.
- B. Streetscape Project**
1. Assist the City in finalizing the scope of the streetscape project including review of project components with OCR;
 2. Assist the City to procure professional services, if necessary;

3. After work scope is finalized consultant will submit required information to New York State Historic Preservation Office (SHPO);
4. Using the City's procurement process assist the City to contract for and/or purchase project components.

C. General Administration:

1. Prepare all necessary OCR payment documentation including the Project Detail Form, Disbursement Form and Completion Form;
2. Maintain separate grant accounting system;
3. Prepare and submit status of fund reports and other reports to City as directed;
4. Work with City to assure all accounting is included in City accounting system;
5. Prepare files for monitoring by OCR. If residential units are renovated develop monitoring process to be conducted by the City for the five-year regulatory period.

D. Miscellaneous:

1. Prepare Environmental Review pursuant to NYS guidelines;
2. Prepare all documentation as required by NYS;
3. Attend meetings, as necessary;
4. Advise City Board and Mayor in all matters relating to grant;
5. Prepare any amendments as necessary;
6. Prepare all close-out documentation required by NYS.

4. SUBMISSION REQUIREMENTS:

- a. Statement of qualifications, including identification of similar programs that have been administered;
- b. Relevant references (minimum of five) including at least one from the Office of Community Renewal (OCR), that are aware of work experience in NY Main Street program;

- c. **Management plan including identification and description of the location in the City of Cortland where client services will be provided;**
- d. **Timetable for completion of projects;**
- e. **Cost Proposal using attached form.**

5. EVALUATION FACTORS: To be reviewed by the Mayor and City Board.

- a. **Qualifications and references; including experience in similar community development projects administration (Minimum Qualifications are providing Program Delivery and Administrative services for at least one NY Main Street program funded by OCR);**
- b. **Management and availability; including project schedules, management plan, level of services provided, physical proximity to organization's personnel;**
- c. **Cost and reasonableness of fee; consider fees as related to service, charges for reimbursables;**
- d. **Other factors deemed important by the community; including previous experience with the consultant.**

6. SUBMISSION OF PROPOSALS: The City of Cortland will accept proposals from qualified consultants and consulting firms until Noon on April 8, 2016. Proposals should be clearly marked "RFP-NY MAIN STREET GRANT" on the outside. Proposals will be received in the City Clerk's Office, which is located on the main floor of City Hall, 25 Court Street, Cortland, New York 13045.

7. SELECTION AND AWARD OF CONTRACT: Proposals will be reviewed immediately upon receipt. Selection will be made on or about April 22, 2016 with contracts awarded thereafter.

Questions about this RFP : Please direct all questions about this RFP to Mack Cook, Director of Administration and Finance at (607) 756-7312.

CITY OF CORTLAND
NY MAIN STREET Administration and Program Delivery Services
Cost Proposal

Costs should be based on administration of a program with a maximum of six (6) projects. Provide a separate "per-project" cost for projects beyond six projects.

Cost Per Hour				
<u>Job Categories</u>	<u>Pay Rate</u>	<u>Fringe*</u>	<u>Overhead**</u>	<u>Total</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

* % Fringe Benefits - ___%

** % Overhead - ___%

Estimated Hours			
<u>Job Categories</u>	<u>Total Hours</u>	<u>Hourly Fee</u>	<u>Total Cost</u>
_____	_____	x _____ =	_____
_____	_____	x _____ =	_____
_____	_____	x _____ =	_____
_____	_____	x _____ =	_____
		TOTAL =	_____

Proposed Profit Added		
<u>Total Cost</u>	<u>Profit</u>	<u>Total Proposed Cost</u>

_____ + _____ = _____

Additional per-project cost for projects above six (6): \$ _____ per project

1. Attach list of reimbursable costs and method of charging.
2. Attach schedule for disbursement of fee.
3. Attach explanation of percent of profit.
4. Attach fee for Lead Based Paint Risk Assessor

NAME: _____ SIGNATURE: _____

Central New York

CFA #	County	Applicant	Project Title	Description	Agency/Program	Award
56337	Cortland	City of Cortland	Cortland Avenue Green Street Retrofit	The City of Cortland will integrate green storm water practices along with pedestrian features, traffic calming measures and bike lanes along Union Avenue. GIGP funds will support the implementation of bioretention, permeable pavements and storm water street trees which will make the streetscape more attractive, reduce run-off and improve water quality in the West Branch of the Toughsloga River.	ESD GIGP	\$537,374
53073	Cortland	City of Cortland	Main Street Feasibility Study	The City of Cortland will contract for a feasibility study of the conversion of the current downtown Cortland Main Street to a two-way street.	ZSD SPPB	\$35,000
54947	Cortland	City of Cortland	Cortland New York Main Street Program	Grant funds will be used to renovate mid-rise buildings in the City of Cortland's historic downtown.	HCR NYMS	\$425,000
54782	Cortland	City of Cortland	Cortland Fire Station Roof and Masonry Restoration Project	The City of Cortland is requesting funds to restore the leaking roof and repair damaged masonry on its historic Central Fire Station. The 1915 Fire Station is one of the finest remaining examples of the pseudo-Gothic style, and one of the oldest fire stations still being used for its original purpose.	OPRHP HP D	\$235,400
55539	Cortland	Cortland County Soil and Water Conservation District	Town of Lapeer Flint Road Culvert Replacement	This project will replace a culvert that is in danger of failure and install structures in the stream that will allow aquatic organism passage in an area of the stream that has not been connected in decades. Replacing the culvert will give the downstream trout access to an additional 5.25 miles of excellent brook trout habitat and refuge.	DEC WQIP AHR	\$131,067
50256	Cortland	Village of Homer	Village of Homer Microenterprise Program	The Village of Homer will establish Microenterprise Assistance Program (MAP) that will provide grant funds to new and existing microenterprises.	HCR COBOME	\$200,000
52824	Cortland	Village of Homer	Route 11 Corridor Acquisition Project	Homer will acquire four blighted properties as the first phase of developing a linear park between Route 11 and the Toughsloga River.	OPRHP JKS AD	\$311,403
53350	Madison	Madison County	Old Erie Canal Waterfront Revitalization Plan	The Madison County Planning Department will prepare a Joint Waterfront Revitalization Plan for the waterfront communities located along the Old Erie Canal, within Onondaga, Madison, and Oneida Counties. This project will catalyze and inform new development opportunities along a 36-mile corridor that stretches from the Town of DeWitt to the City of Rome following the Old Erie Canal State Park.	DOS LWRP	\$83,000
55722	Madison	National Abolition Hall of Fame and Museum	Smithfield Community Center Accessibility	The project will create better access to the second floor assembly room.	OPRHP HP D	\$78,039
53194	Madison	Stone Quarry Hill Art Park	Expanded Operational Capacity	Stone Quarry Hill Art Park will hire a full-time Visitor Services and Site Promotion Coordinator to improve the Art Park's visitor interface, coordinate site rentals and the use of the artist lofts, and manage its facilities.	Arts WP	\$48,500

Response to:

Request for Proposals

City of Cortland

Administrative and Program
Delivery Services

2015 New York Main Street Grant

April 8, 2016

Our Company

Thoma Development Consultants is a community development consulting firm established as a sole proprietorship by Bernard Thoma in 1980. For 35 years, we have been partnering with communities for a better tomorrow. While the number of employees grew, Mr. Thoma served as the firm's President and Senior Consultant. In 2012, Mr. Thoma began the transition into retirement, passing off the day-to-day operations of the company to Richard Cunningham, a twenty-year Thoma employee. Now as Vice-President and Senior Consultant, Mr. Cunningham takes personal responsibility for each customer, and provides a professional hands-on approach to each project.

We have expertise in grant writing, grant management, and planning. Our public sector customers are primarily towns, villages, cities, and counties in non-metropolitan areas of upstate New York. We have assisted customers from Lake Ontario to the Pennsylvania border, from the foothills of the Catskills, to the Finger Lakes, and are familiar with the unique issues and concerns of upstate communities. Thoma is a small firm of 14 persons, and we enjoy building close, trusted relationships with our customers. Our staff lives and works in the same types of New York communities that we work for, allowing us to know them in a manner that other firms may not. We customize planning efforts to our customers' needs, rather than providing boilerplate products. Our Team members are readily accessible and strive to provide individualized, personal attention to each of our customers.

Thoma Development Consultants is located at 34 Tompkins Street in the City of Cortland's downtown historic district. Cortland is an ideal location for Thoma Development Consultants' main office as it is the geographic heart of New York State. This allows us to remain in close physical proximity to our customers, which is key to maintaining the level of service our customers have come to expect.

In 2002, New York State Secretary of State Randy Daniels recognized Thoma as a "Quality Community Award Winner" based on our commitment to the customers we serve. We were nominated for the award by the Cortland County Business Development Corporation and several of our municipal customers. In 2006, Thoma was recognized as the "Medium Sized Business of the Year" in Cortland County by the Cortland County Chamber of Commerce.

More information regarding our company, our staff, and our customers can be found on the web at www.thomadevelopment.com.

Our Grant Management Philosophy and Experience

Thoma Development Consultants' roots lie in grant writing and management and are integral components of the many services we provide. Our expertise in grantsmanship is evidenced by over \$100 million in project funding that Thoma has secured for our customers since 1992. We have experience working with more than 30 different State, federal, and private funding sources.

For many communities, implementing a grant can often be as challenging as securing funding. Thoma is a leader in grant project implementation and management, with particular expertise in the administration of Community Development Block Grants, including housing rehabilitation, homeownership, infrastructure, public facilities, and economic development projects, in addition to loan portfolio management. Thoma has worked extensively with a software developer to create a customized software package specifically designed to manage grant administration, with particular emphasis in administering housing rehabilitation programs.

Thoma Development Consultants approaches grant administration work with two main focuses: (1) partnering with our communities for the successful implementation and completion of their grant program by lending our expertise in meeting the regulations of the funding source, while recognizing that it is the customer's program; and (2) recognizing that program applicants will most likely need our assistance in navigating the program guidelines and process. Thoma is sensitive to these needs and strives to provide the utmost in technical assistance.

Thoma Development Consultants' staff includes both a Grant Writing/Planning Team and a Grant Management Team. It is our Grant Management Team that will undertake the project described herein. Their resumes and job expertise are included following in this proposal. Over the course of 35 years, this Team has honed its skills in helping communities implement and complete their grant programs, which results in positive change for the community.

Our Grant Management Team will perform, but not be limited to, such grant implementation tasks as completing the necessary environmental reviews; establishing filing systems; assisting with the financial management of grant funds; acting as a liaison between our customer and the funding source; assisting with grant program monitoring; working with local contractors; processing all required paperwork in a timely manner; discussing all grant issues with our customers; working with other involved entities such as engineering firms; and answering the day-to-day questions that arise. Thoma team members will also work closely with program applicants, making them feel comfortable with the process. Thoma provides professional, personal, and friendly attention to each of our customers. Our expertise and our commitment to customer service have resulted in a number of municipalities being repeat customers.

In order to do their jobs, our staff remains current and knowledgeable in the building trades; maintains the proper certification to address such issues as code, lead paint, and mold; has persons on staff who are knowledgeable in grant program requirements such as Fair Housing; and have the proper financial management background, to name a few of the team's skills.

Our References

Thoma Development Consultants has a significant number of current customers that we think will provide excellent references. The references that follow are a partial listing of our customers for whom we have done similar work, any of whom will give an honest assessment of our organization. We encourage you to contact them.

<u>Name</u>	<u>Contact Person and Title</u>	<u>Main Phone</u>
Village of Homer	Genevieve Suits Mayor	607-749-3322
Village of Groton	Christopher Neville Mayor	607-898-3968
Village of Marathon	Bill McGovern Mayor	607-849-3812
Village of Whitney Point	Ryan Reynolds Mayor	607-892-4907
Village of Waterloo	Donald Northrup Administrator	315-539-9131
Village of Fair Haven	Jamee Basile Mayor	315-947-5112
Town of Cortlandville	Richard Tupper Supervisor	607-758-5725
Office of Community Renewal	Chris Leo Vice President	518-474-2057
Office of Community Renewal	Patricia O'Reilly Community Developer	315-478-7179

Our Project Team

Thoma Development Consultants' Grant Management Team has the skills and experience to implement a grant program that meets or exceeds your expectations. A listing of the team members is included below. Some or all of the individuals may be assigned to your projects:

Rich Cunningham, Senior Consultant & Certified Main Street Manager – Project Oversight

Bernie Thoma, Senior Consultant – Special Project Assistance

Linda Armstrong, Program Manager – Client intake, financial management, monitoring issues, program regulations, homeownership management and home counseling, management of infrastructure projects including bidding and Davis Bacon requirements.

Daniel Ellis, Program Manager - Environmental Reviews, planning and grant writing projects.

Annette Huskins, Program Manager – Customer service, client intake, general grant coordination, financial management.

Phil Connery, Program Manager – Oversight of assigned rehabilitation projects, work scope development in consultation with program applicant, lead paint and other environmental issues.

Bethann Schumacher, Program Assistant – Survey coordinator, grant writing and planning support, file maintenance, disbursement processing.

Tina Hall, Program Assistant – Insurance regulations, grant agreements, file management, customer service.

Steve Triolo, Program Assistant – Oversight of rehabilitation projects, lead clearance tests.

Resumes for each Project Team Member follow.



RICH CUNNINGHAM
SENIOR CONSULTANT

Education:
BFA, Syracuse
University 1988

**Main Street
Manager
Certification
Training -
National Trust
for Historic
Preservation**

**Leadership
Cortland
Graduate**

**With Thoma
Since: 1995**

Affiliations:
Member,
Cortland
Downtown
Partnership
Design
Committee

**Board of
Directors,
Cortland County
American Red
Cross**

Relevant Project Experience:

Rich serves in a number of capacities for Thoma's grant writing and planning projects. These include assisting with defining the project scope and implementation, research, on-site inspections and data gathering, community outreach, document writing, editing, and layout. Rich is a Certified Main Street Manager through the National Trust for Historic Preservation.

- 1995 to Present – Development of numerous successful Community Development Block Grants, including housing rehabilitation, public facilities, economic development, and downtown revitalization
- 1995 to Present – Development of several successful NYS Affordable Housing Corporation affordable homeownership grants
- 1995 to Present – Development of numerous successful HOME grants through the NYS Division of Housing and Community Renewal for homeownership and rehabilitation
- 1995 to Present – Development of several successful NYS Environmental Protection Fund grants for such projects as parks, historic preservation, and trails
- 1995 to Present – Development of successful grants for New York Main Street, DOS State Archives, LWRP, Historic Preservation, Restore NY and many others
- 2012 Project Lead for Town of LaFayette Comprehensive Plan
- 2012 Program Manager for City of Cortland Comprehensive Plan
- 2010 Management of Village of Homer and Village of Whitney Point New York Main Street Program
- 2007 Village of Whitney Point Downtown Strategic Plan
- 2008 Fostered development of the Cortland Downtown Partnership, a downtown revitalization organization



BERNIE THOMA
SENIOR CONSULTANT

Military:
US Army
1972-1974

Education:
AAS, Tompkins
Cortland Community
College, 1975

BA, SUNY Cortland
1978

MS, SUNY
Cortland 1980

Affiliations:
NYS Economic
Development
Council

National Trust Main
Street Center

SUNY Cortland
Foundation

Relevant Project Experience:

Bernie is responsible for the overall management of all planning, grant writing, and administration projects. This includes directing of all staff assignments, assuring compliance with the scope of services, data analysis, and project scheduling. Bernie is also involved in research, community outreach, and writing for many assignments. Listed below are his relevant project experiences:

- 1980 to Present – Project oversight for all HUD Community Development Block Grants for numerous housing rehabilitation programs administered by Thoma. Includes both direct administration by HUD and administration through the Office of Community Renewal (OCR).
- 1980 to Present – Project oversight for numerous HUD and OCR administered public facilities grants including water, sewer, new senior citizen center, road reconstruction, sidewalks, parking improvements, etc.
- 1980 to Present – Project oversight, applicant review and recommendation for numerous HUD and OCR economic development projects including equipment purchase, acquisition, working capital, etc.
- 1980 to Present – Project oversight for numerous federal HOME Program grant awards made by the NYS Division of Housing and Community Renewal for homeownership and rehabilitation
- 2005 to Present – NY Main Street program oversight in City of Cortland and Villages of Homer, Whitney Point and Hancock under both NYS DHCR and OCR
- Project oversight for Comprehensive Plans: City of Cortland, Town of LaFayette, and Villages of Dryden, Milford, and Homer



LINDA ARMSTRONG
PROGRAM MANAGER

Education:
BSE, SUNY
Cortland 1976

**With Thoma
since: 1980**

Affiliations:
Neighborhood
Reinvestment
Corporation
Certified
Housing
Counselor

**SUNY Cortland
College Council**

**Treasurer,
Great Cortland
Pumpkinfest**

Relevant Project Experience:

Linda started with the company and worked for many years in a grant writing capacity. Her years of grant writing experience, coupled with her current position on the Grant Management Team, provides a unique and varied experience. Her current responsibilities include administration of low-income homeownership programs, including working with lenders, realtors, and attorneys on behalf of the applicant; management of economic development opportunities in the City of Cortland; administration of public facilities projects, especially federal labor compliance; and federal reporting requirements. Listed below are examples of relevant project experiences:

- 1982 to Present – Design and Implementation of City of Cortland's Community Development Business Loan Program and Microenterprise Grant Programs
- 2012 to 2013 – Village of Port Dickinson Municipal Building Handicapped Accessibility Project
- 2011 to 2013 – City of Cortland Multi-Family Acquisition and Rehabilitation Program
- 2011 City of Cortland ALPLA Inc. Economic Development Expansion Project
- 2008 to 2013 – Villages of Parish, Oriskany Falls and Nunda; Towns of Springwater & Catlin sewer, water and drainage improvements
- 2007 to 2009 – City of Cortland CDBG South End Comprehensive Revitalization Program including microenterprise development and housing rehabilitation
- 2004 to 2007 – City of Cortland Comprehensive Downtown Revitalization Project – Microenterprise Development; Façade, Building, and Parking Improvements



DANIEL ELLIS II, J.D.
PROGRAM MANAGER

Education:
J.D., Albany
Law School,
2012

BA, Urban
and Regional
Planning,
University of
Buffalo, 2008

Affiliations:
Member, New
York State Bar
Association

Relevant Project Experience:

Dan was an employee of Thoma Development through 2013. In 2014, he joined the law firm of Pomeroy, Armstrong, Casulo, and Monty of Cortland, NY. After practicing law for two years, Dan returned to Thoma in 2016. He earned his B.A. degree in Urban and Regional Planning in 2008, graduating cum laude, from the University at Buffalo School of Architecture and Planning. Following that, Dan earned his Juris Doctorate degree in 2012 from Albany Law School where he also graduated cum laude with a focus on environmental and land use law. While attending Albany Law, he was a Senior Editor for the Albany Law Review and an Executive Editor on the Student Editorial Board of the New York State Bar Association's Environmental Lawyer publication. Dan gained valuable experience clerking for the New York State Department of Environmental Conservation's Office of Hearings and Mediation Services where he was involved in legal research and writing projects under the supervision of the Chief Administrative Law Judge. He also clerked for the law firm of Young Sommer, LLC, an Albany based law firm focused primarily on issues involving environmental and land use law.

- 2013 – Town of LaFayette Agriculture Plan
- 2011 to 2012 – Conducted research on various issues of land use law, municipal law, and reviewed and edited environmental analysis reports prepared for Fortune 500 Companies
- 2009 to 2012 – Authored and co-authored land use articles for the New York Environmental Lawyer and the Albany Law Review on issues including but not limited to hydraulic fracturing, natural gas extraction in state parks, and snowmobiling and the local economy
- 2010 – Conducted legal research and drafted legal memoranda on issues relevant to land use and environmental conservation law for the Chief Administrative Law Judge
- 2007 – Analyzed and organized survey data to be presented at public meetings and researched and compiled information on potential urban development grant opportunities



ANNETTE HUSKINS
PROGRAM MANAGER

Education:
Manatee Junior
College, FL
1981-1984

**With Thoma
since: 1995**

Relevant Project Experience:

Annette is responsible for the administration, procurement, and financial management for numerous grant programs administered by Thoma. She prepares Requests for Payments as well as processing drawdowns from funding sources. The majority of Annette's experience has been working with the CDBG and HOME programs, though she has a familiarity with administrative requirements of other programs, such as EPF.

- 2000 to Present - marketing and management of various OCR CDBG Programs
- 1995 to Present - marketing and management of various HOME Programs
- 1995 to 2000 - marketing and management of various HUD CDBG Programs
- Coordinator of SHPO review for rehabilitation projects
- Authorized user of HUD Integrated Disbursement and Information System (IDIS)
- Fair Housing Coordinator for municipal customers
- Reviews and qualifies program applicants
- Prepares and executes housing rehabilitation construction contracts



PHIL CONNERY
PROGRAM MANAGER

Education:
BA, SUNY
Geneseo 1983

**With Thoma
since:** 2013
(previously
1987-2006)

Affiliations:

NYS DOS Code
Enforcement
Officer

American
Association
Home
Inspectors

EPA Certified
Lead Paint Risk
Assessor

HUD/FHA
Inspector

Relevant Project Experience:

After a five-year absence, Phil Connery returned to Thoma as a Rehabilitation Manager in 2013. Prior to his departure, Phil was with Thoma for over 20 years.

Phil oversees the work of our two Rehabilitation Assistants and is responsible for housing rehabilitation projects completed under the HOME and Community Development Block Grant Programs. Additionally, he develops needed work scopes and provides project oversight for the New York Main Street Programs.

Phil is certified by the NYS Building and Code Department for basic code enforcement, the National Radon Proficiency Program, and as a Lead Based Paint Risk Assessor. Listed below are some of his most relevant project experiences:

- 2014 City of Cortland CDBG City-wide Owner-Occupied Housing Rehabilitation Program
- 2014 Town of Groton CDBG-CRF Town-Wide Owner-Occupied Housing Rehabilitation Program
- 2014 Village of Unadilla CDBG-CRF Village-Wide Owner-Occupied Housing Rehabilitation Program
- 2014 Village of Oriskany Falls NYMS Program
- 2013 City of Cortland CDBG 2-Unit Housing Rehabilitation Program
- 2013 Village of Groton CDBG Village-wide Owner-Occupied Housing Rehabilitation Program
- 2013 Town of Waterloo CDBG Town-wide Owner-Occupied Housing Rehabilitation Program
- 2013 Village of Oriskany Falls CDBG Village-wide Owner-Occupied Housing Rehabilitation Program
- 2013 Town of Cortlandville CDBG Town-wide Owner-Occupied Housing Rehabilitation Program



BETHANN SCHUMACHER
PROGRAM ASSISTANT

Education:
AAS, SUNY
Alfred 2000

**With Thoma
since: 2000**

Affiliations:
Neighborhood
Reinvestment
Corporation
Certified
Housing
Counselor

Relevant Project Experience:

Bethann assists in the preparation of grant writing, market analysis studies, and planning projects. She is responsible for coordination of surveys and data research. She also incorporates her knowledge of graphic design into projects. Listed below are her relevant project experiences:

- 2000 to present – Survey coordination and data compilation for various Community Development Block Grant (CDBG) applications, HOME grant applications, and New York Main Street (NYMS) grant applications
- 2000 to present - Research for market analysis studies
- 2011 to 2012 – Survey coordination and data compilation for City of Cortland Comprehensive Plan
- 2011 – Survey coordination and data compilation for City of Cortland East End Neighborhood Strategic Plan
- 2010 – Survey coordination and data compilation for Village of Homer Comprehensive Plan



TINA HALL
PROGRAM ASSISTANT

Education:
AAS, Tompkins
Cortland
Community
College 1997

**With Thoma
since: 2001**

Affiliations:
Neighborhood
Reinvestment
Corporation
Certified
Housing
Counselor

Notary Public

Relevant Project Experience:

Tina assists in the implementation of housing rehabilitation programs, providing services to homeowners and contractors, monitoring loan portfolios, insurance compliance, and providing bookkeeping support. She also prepares and executes housing rehabilitation contracts. She is an authorized user of the HUD Integrated Disbursement and Information System (IDIS). Listed below are her relevant project experiences:

- 2001 to Present – Services as described above for all OCR/CDBG Programs administered by Thoma Development Consultants
- 2001 to Present – Services as described above for various HOME Programs administered by Thoma



STEVE TRIOLO
PROGRAM ASSISTANT

Education:
SUNY Cortland

**With Thoma
since: 2009**

Affiliations:

NYS Licensed
Home Inspector

Certified 203K
Renovations
Consultant

Relevant Project Experience:

Steve assists with the management of Thoma's housing rehabilitation programs. His background includes many years of experience in all aspects of the construction field, including management and customer service. He performs lead sample clearances and reports and oversees bidding for various rehabilitation jobs. He also monitors the progress of construction work and inspects the work once it is finished. Listed below are some of his relevant project experiences:

- 2014 Town of Coleville CDBG-CRF Town-wide Owner-Occupied Housing Rehabilitation Program
- 2014 Village of Waverly CDBG Village-wide Owner-Occupied Housing Rehabilitation Program
- 2013 Town of Lisle CDBG Town-wide Owner-Occupied Housing Rehabilitation Program
- 2012 Town of Triangle HOME Housing Rehabilitation Program
- 2012 Village of Bainbridge CDBG Village-wide Owner-Occupied and Income Property Program
- 2012 Village of Marathon CDBG Village-Wide Owner-Occupied and Income Property Housing Rehabilitation Program
- 2011 Town of Coleville CDBG Town-wide Owner-Occupied Housing Rehabilitation Program
- 2011 Town of Marathon CDBG Town-wide Owner-Occupied Housing Rehabilitation Program
- 2011 Village of Homer CDBG Village-wide Senior Housing Rehabilitation Program
- 2010 Village of Owego CDBG Income Property Rehabilitation Program

Past Projects

Thoma Development Consultants has significant experience in managing projects similar to the New York Main Street project proposed for your community. Our experience includes the following programs that we administered on behalf of our customers:

1. **Downtown Cortland DHCR/OCR/NY Main Street 2005-2014** Working with the Cortland Housing Assistance Council (CHAC), Thoma provided management assistance for two NY Main Street grants of \$200,000 each. Twenty Façade and Building Improvement projects were completed. Thoma's responsibilities included working with the property owners to determine the project scope and negotiations with SHPO. Thoma has also provided full administration for the City's 2012 NYMS program.
2. **Downtown Hancock DHCR/OCR/NY Main Street 2008:** Working with the Hancock Partners Inc (HPI), Thoma provided management assistance for a NY Main Street grant of \$200,000. Eight Façade and Building Improvement projects were completed. Thoma's responsibilities included working with the property owners to determine the project scope and negotiations with SHPO. Thoma also assisted HPI to request funds, maintain all files and all other program requirements. Contact Person: Gerald DaBrescia, HPI, (607) 723-6081.
3. **Downtowns in Livingston County OCR/NY Main Street 2008-2013:** Thoma assisted seven communities in Livingston County (Mount Morris, Lima, Avon, Nunda, Geneseo, Avon, and Danaville) in capturing NY Main Street grants totaling \$2,274,000. Thoma worked with each community and their building owners to design their program, determine potential projects, and meet program requirements. Contact Person: Julie Marshall, (585) 243-7124.
4. **Downtown Whitney Point OCR/NY Main Street 2010:** Working with the Village Advisory committee, Thoma provided management assistance for a NY Main Street grant of \$351,000. Eight Building Improvement projects were completed. Thoma's responsibilities have included working with the property owners to determine the project scope and negotiations with SHPO. Thoma also assisted the Village in requesting funds, maintaining all files, and all other program requirements. Contact Person: Ryan Reynolds, Mayor (607) 692-4907.
5. **Village of Fair Haven OCR/NY Main Street 2012:** Thoma assisted the Village in securing a \$250,000 NYMS grant and subsequently provided administrative services including project review and selection, development of work scopes, environmental and SHPO reviews, project set-up, disbursements, grant reporting, and file maintenance. Seven buildings are being renovated via the program. Contact Person: James Basile, Mayor (315) 947-5112.

**City of Cortland
New York Main Street
Administration and Program Delivery Services**

Introduction

Thoma Development Consultants has a depth of familiarity in the management of NY Main Street Programs and can provide exceptional services to the City for its program. We have provided community development services for municipal customers for over thirty-five years and have worked with the City of Cortland on previous community development projects.

We have reviewed a copy of the City's Request for Proposal and believe our firm is most qualified to carry out the proper administrative tasks with respect to the City's newly awarded NY Main Street Program. We have provided these services for numerous other municipalities as well as the City of Cortland itself.

Thoma will undertake the following tasks in administering the City of Cortland's NY Main Street Program to comply with the scope of services stated in the City's RFP:

Building Renovation Program

Thoma will complete the following tasks:

Program Set Up:

- Finalize program design, program guidelines and application forms for adoption by the City;

Application and Project Selection:

- Identify all eligible properties and provide property owners with program guidelines and application deadline. Conduct a meeting of property owners to discuss the program;
- Provide guidance to property owners in preparation of application;
- Based upon the established priority system for the selection of properties, work with the City committee charged with project selection and program commitments and score each application submitted;
- Prepare commitment letter to identify conditions and to establish a timeframe for project milestones;
- Work with property owner to assist in meeting conditions as identified in the commitment letter. When the commitment letter conditions are met, develop a

grant agreement to be signed by the City and the property owner that includes the necessary declarations to be filed with the County Clerk;

Scope of Work:

- Perform preliminary property inspections (with the Code Enforcement Office as necessary). Assist the City in determining whether an architect will be needed for the project or whether the Consultant's rehabilitation personnel can produce a work scope for bidding the project.
- Prepare Project Specifications if an architect is not hired and the owner requests;
- After work scope is finalized, Consultant will submit required information to New York State Historic Preservation Office (SHPO) and provide follow up if necessary;
- If residential units are funded with NY Main Street funds, provide an EPA Lead Based Paint Risk Assessment to assure the program complies with Lead Based Paint Hazard requirements;
- Complete the required Environmental Checklist for each property. Coordinate the completion of an Environmental Evaluation by a licensed professional if one is necessary.

Bidding, Contracting and Construction Oversight:

- Establish a list of eligible contractors and contractor requirements. This will include outreach to M/WBE contractors;
- Following property owner's approval of the work scope, bid the project to a minimum of four contractors of the property owner's choice. Collect all bids and assist in contractor selection;
- Collect required documentation from Property Owners and project contractors. Upon receipt of all information, including documentation of insurance, prepare contract documents and issue Notice to Proceed. Prepare OCR Set Up form for each project;
- Conduct final inspections. After final inspection, collect and review all required information from the property owner for reimbursement of funds. Once all information is collected, prepare OCR disbursement request for City;
- Act as liaison between City, property owner, and contractor;
- Monitor total expenditures on all properties and provide data on program for all reports. Prepare final project files for monitoring by OCR;

Streetscape Project

Thoma will complete the following:

- **Assist the City in finalizing the scope of the streetscape project including review of project components with OCR;**
- **Assist the City in procuring professional services, if necessary;**
- **After work scope is finalized, consultant will submit required information to New York State Historic Preservation Office (SHPO);**
- **Using the City's procurement process, assist the City in contracting and/or purchasing project components;**
- **Collect and review all required information from the City for reimbursement of funds. Once all information is collected, prepare OCR disbursement request for City;**

Grant Administrative Work

Thoma will complete the following:

- **Prepare all necessary OCR payment documentation including the Project Detail Form, Disbursement Form, and Completion Form;**
- **Maintain separate grant accounting system;**
- **Prepare and submit status of fund reports and other reports to the City as directed;**
- **Work with the City to assure all accounting is included in the City system;**
- **Prepare files for monitoring by OCR. If residential units are renovated, develop post construction monitoring process to be conducted by the City for the five-year regulatory period.**

Miscellaneous

Thoma will complete the following:

- **Prepare Environmental Review pursuant to NYS guidelines;**
- **Establish a program filing system;**
- **Prepare all documentation as required by NYS;**
- **Attend meetings, as necessary;**
- **Advise City Council and Mayor in all matters relating to the grant;**
- **Prepare any grant amendments as necessary;**
- **Prepare all close-out documentation required by NYS.**

**City of Cortland
New York Main Street
Administration and Program Delivery Services**

Your Cost

The costs below are based on the administration of up to six (6) projects in addition to the streetscape project. If additional projects are included in the program, an additional \$2,000 per project fee will be charged.

Cost Per Hour

Job Categories	Pay Rate	Fringe*	Overhead**	Total
Senior Consultant	\$50	\$14	\$31	\$95
Program Manager	35	11	19	65
Clerical	18	6	11	35

* % Fringe Benefits = 25%

** % Overhead = 50%

Estimated Hours

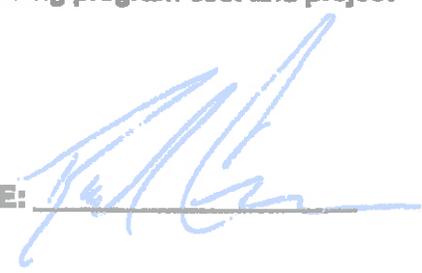
Job Categories	Total Hours		Hourly Fee		Total Cost
Senior Consultant	145	X	\$95	=	\$ 13,775
Program Manager	220	X	65	=	14,300
Clerical	210	X	35	=	7,350
				TOTAL	\$35,425

Proposed Profit Added

Total Cost		Profit	Total Proposed Cost
\$35,425	+	\$75	\$35,500

Please see Attachment Page for further information regarding program cost and project fees.

NAME: **RICHARD CUNNINGHAM**

SIGNATURE: 

**City of Cortland
New York Main Street
Administration and Program Delivery Services**

Schedule for Disbursement of Fees

Total Fee for the Duration of the Program: \$35,500

Fees will be due as follows:

Administration

Complete Environmental Review: (Admin) \$3,000

Funds Committed: (Admin)

50%	\$5,000
100%	\$5,000

Funds Expended: (Admin)

10%	\$2,250
20%	\$2,250
30%	\$2,250
40%	\$2,250
50%	\$2,250
60%	\$2,250
70%	\$2,250
80%	\$2,250
90%	\$2,250
100%	\$2,250

**City of Cortland
New York Main Street
Administration and Program Delivery Services**

Attachments

Reimbursable Costs

Reimbursable costs will include all out-of-pocket expenses that Thoma incurs during the life of this project which are eligible expenditures of grant funds. These reimbursable costs include, but are not limited to, copying, postage, photographs, fax transmissions, and filing fees. Mileage is not included.

Profit

For this proposal, Thoma is estimating a profit of less than 1%. It is very difficult to develop an accurate number since profit is really a function of hours spent during the term of the project. The hours estimated are realistic based upon similar projects that have been completed; however, each project is unique.

Project Fees

Project Fees include project-specific soft costs that will be paid to the City by program participants. Project fees are eligible project costs and can be included in the property owner's reimbursement under the NY Main Street program. Thoma will provide Project Work Scopes and bidding documents to the participant if an architect is not used. Thoma will conduct initial, interim, and final inspections. Thoma will also provide the services of an EPA Certified Lead Based Paint Risk Assessor for projects that require such services. The City will pay these costs from the project fees paid by each committed project. Thoma's fees will be charged as follows:

Project Specifications/Bld Documents	\$850
Inspections	\$250
Lead Paint Risk assessment	\$500
Lead Paint Clearance Testing	\$250

Thoma will also assist the City in securing the services of an environmental professional to conduct necessary environmental evaluations. These evaluations will be paid in a manner similar to above.

Program Schedule

Thoma is familiar with the program schedule proposed in the City of Cortland's NY Main Street Grant application and is also familiar with the 24-month completion requirements placed on the City by OCR. We feel confident that we can complete this project within that timeframe.



Facility # 7092781
 Tax # 100008304
 www.cnyfarmersupply.com

3885 US Route 11
 Cortland, NY 13048
 Phone: (607) 219-0200

VEHICLE CASH PURCHASE AGREEMENT

THIS AGREEMENT IS NOT BINDING UNLESS
 SIGNED BY THE SELLER AND THE BUYER

04311

BUYER Cortland DPW SOC. SEC. # _____ PHONE # 716-6221
 STREET 25 Court St CITY Cortland STATE NY ZIP 13048 SALESMAN Dave

I order and agree to purchase from you, on the terms contained on both sides of this agreement, the following vehicle: (READ OTHER SIDE)

THE VEHICLE

YEAR <u>2015</u>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR	MAKE <u>New Holland</u>	MODEL <u>B95C</u>	SERIES <u>TLB</u>
TYPE _____	COLOR <u>yellow</u>	TRIM _____	VIN <u>NFNH02111</u>	STOCK NO. (IF RESERVED) <u>25770</u>

All used equipment is sold in "as is" condition with no warranty unless otherwise stated on this bill of sale.

WARRANTY	THE PRICE
	VEHICLE PRICE \$ <u>137,419</u> -
	allowable discount <u>(38,716)</u>
NOTES	
	<u>Glide Ride</u>
	<u>Delux Seat</u>
	<u>tilt wheel</u>
	<u>21-24 oz Ridea glove tires</u>
	<u>ext. dipperstick</u>
	<u>24" Backhoe bucket</u>
	<u>Cab heat + air</u>
	<u>front counter weight</u>
	<u>Mechanical Thrust</u>
	TOTAL \$ <u>98,703.00</u>

137,419
 (38,716)

98,703

THE TRADE IN					
DESCRIPTION OF VEHICLE	YEAR <u>2005</u>	MAKE <u>NH</u>	MODEL <u>B75B</u>	LESS TRADE-IN CREDIT (-) (BUYER SEE 1 AND 8B) ON BACK	\$ <u>25,534</u> -
COLOR <u>#205</u>	MILEAGE	VIN <u>31055223</u>			
LIEN HOLDER	AMOUNT OWED	\$ <u>0</u>			
DESCRIPTION OF VEHICLE	YEAR	MAKE	MODEL	CASH PRICE	\$ <u>73,169</u> -
COLOR	MILEAGE	VIN			
LIEN HOLDER	AMOUNT OWED	\$			

(25,534)

73,169

TAXES AND OTHER FEES	
If you agree to assist me in financing for any part of the purchase price, this order shall not be binding upon you or me until all of the credit terms are presented to me in accordance with regulation "Z" (Truth-in-Lending) and are accepted by me. If I do not accept the credit terms when presented, I may cancel this order and my deposit will be refunded.	SALES TAX % (+)
* Notice to Used Vehicle Buyer If you should be entitled to a refund pursuant to law for the value of the trade-in, the amount will be determined by reference to the National Automobile Dealers Association Used Car Guide wholesale value, or such other guide as may be approved by the Commissioner of Motor Vehicles, as adjusted for mileage, improvements, and any major physical or mechanical defects, rather than the value listed on the agreement.	DEALERS OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE (SEE ON BACK)
	REGISTRATION FEE (ESTIMATE) (+)
	INSPECTION FEE (+)
	TOTAL CASH PRICE DELIVERED \$ <u>73,169</u> -
	LESS CASH DEPOSIT SUBMITTED WITH ORDER
	CONTRACTS (-)
	PLUS BALANCE OWING ON TRADE-IN
	CASH DUE ON DELIVERY \$ <u>73,169</u> -

MHC
 4/18/16
 2016

I have read the terms on the back of this agreement and have received a completed copy of this agreement.

BUYER'S SIGNATURE _____ DATE 4/5/16

CO-BUYER'S SIGNATURE _____ DATE _____

SELLER APPROVED BY [Signature] DATE 4/5/16

SEE OTHER SIDE FOR ADDITIONAL TERMS

