



Buildings & Grounds Committee

Tuesday, October 4, 2022 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Matt Veitch

Members:

Eric Connolly
Joe Grasso-VC
John Lant
Scott Ostrander
Jean Raymond
Mike Smith

- I. Welcome and Attendance
- II. Approval of the minutes of the September 6, 2022 meeting.
- III. Resolution to authorize a land lease with Prime Group Holdings, LLC (Chad Cooke, Public Works)
- IV. Resolution to accept Aviation Project Funding from NYSDOT in the amount of \$27 million for design and construction of an airport terminal at the Saratoga County Airport (Chad Cooke, Public Works)
- V. Resolution to authorize a contract amendment with CPL in the amount of \$30,000 for professional services associated with Family Court expansion and amending the budget in relation thereto (Chad Cooke, Public Works)
- VI. Airport Working Group Update (Chairman Veitch)
- VII. Facilities Study Update (Chad Cooke, Public Works)
- VIII. North American Flight Services Update
- IX. Other Business
- X. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 5/27/22

COMMITTEE: Buildings & Grounds

RE: Request from Prime Group Holdings to construct a 15,600 SF hangar at the airport along with an associated 20-year land lease from the County.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize construction of a hangar and a land lease with Prime Group Holdings

3. Specific Details on what the resolution will authorize:

Authorize the construction of a hangar and a 20-year land lease with Prime Group Holdings

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

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- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other draft lease

10. Remarks:

LEASE AGREEMENT

Between

COUNTY OF SARATOGA

and

PRIME GROUP HOLDINGS LLC

Lease Term:

_____, 2022 – _____, 2042

THIS LEASE AGREEMENT (Lease), made the _____ day of _____ 2022,
BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York, 12020, (LANDLORD),

-and-

PRIME GROUP HOLDINGS, LLC, a limited liability company organized under the laws of the State of New York, with offices at 85 Railroad Place, Saratoga Springs, New York, 12866, (TENANT).

RECITALS:

WHEREAS, LANDLORD intends to lease to TENANT and TENANT intends to lease from LANDLORD the real property at the Saratoga County Airport located in the Town of Milton (the “Airport”), as described in Article II, referred to as “Leased Premises” for a term as provided in Article I, at the rent and charges provided for in Article VI and on all of the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree that:

ARTICLE I: AGREEMENT TERM

- A. The commencement date of this Lease shall be September 1, 2022.
- B. The term of this Lease shall be for twenty years (20) years from September 1, 2022 to August 31, 2042.
- C. Renewal: The terms of this Lease may be renewed on the mutual consent of the parties for one (1) additional term of twenty (20) years. Renewal shall not occur unless both parties agree, in writing, to renew at least one hundred-eighty (180) days prior to the expiration of the initial term. Tenant’s notice of intent to renew shall be provided in accordance with the notice requirements provided in Article XI herein.

ARTICLE II: LEASED PREMISES

LANDLORD hereby leases to TENANT, subject to all of the terms and conditions set forth herein, approximately 0.83 acres within the Airport designated and depicted by a boundary line on the map attached hereto as Appendix A and as more fully described hereafter (the “Leased Premises”).

A. Exclusive Use Areas:

1. Land: LANDLORD hereby grants unto TENANT the exclusive use of those lands and structures identified as “Leased Premises” on Appendix A, together with the right of ingress and egress to those lands and structures. The approximate size of the area of land of the Leased Premises is 0.83 acres and is located to the south of the current Fixed-Base Operator (“FBO”) apron.

B. Non-Exclusive Use Areas: LANDLORD hereby grants to TENANT a non-exclusive right to use:

1. The vehicular parking area located immediately adjacent to the location of the proposed Prime Hanger for use by TENANT’s employees, agents, contractors, licensees, passengers, guests, patrons, invitees, and suppliers;
2. Approximately 650 linear feet of relocated airport perimeter roadway as shown on Appendix A; and
3. All runways, taxiways, and aprons at the Airport.

TENANT shall not infringe upon or interfere with any public use of these non-exclusive areas.

C. Building:

1. TENANT is permitted to construct a hanger of up to 15,600 square feet (the “Prime Hanger”), relocate the airport access road, installation of a parking field on the Leased Premises, and installation of signage, all at TENANT’s sole cost and expense. In no event shall LANDLORD be obligated or liable for any direct or indirect cost or expense associated with TENANT’s construction of any improvements on the Leased Premises. Once constructed, TENANT may use the Prime Hanger for storage and maintenance of aeronautical equipment including a plane or planes. The costs of the construction of the Prime Hanger shall be borne exclusively by TENANT. TENANT acknowledges and agrees that any structure or building constructed by TENANT on the Land may be subject to applicable property taxes, and to the extent such structure or building is separately assessed, payment of such separately assessed taxes shall be borne exclusively by TENANT.

ARTICLE III: TENANT’S RIGHTS AND RESPONSIBILITIES

A. General:

1. TENANT shall pay all governmental license fees, permit fees and charges of a similar nature required in connection with TENANT’s use and occupancy of the Leased Premises. Copies of all permits shall be given to LANDLORD when issued.

2. TENANT shall not permit the accumulation (unless in appropriate waste receptacles) of any rubbish, trash, debris, or garbage in, on or about any part of the Leased Premises. The piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or above the Leased Premises shall not be permitted. The removal and cost thereof of rubbish and trash from the Leased Premises shall be the responsibility of TENANT. TENANT shall have the right to contract with any third-party rubbish removal company in connection with its obligations pursuant to this Article III.A.2.
3. TENANT shall comply with all restrictive covenants, utility easements, grant assurances, and zoning requirements imposed by federal, state, or local agencies, which affect or are applicable to the Leased Premises. LANDLORD hereby represents and warrants to TENANT that no existing restrictive covenants, utility easements, grant assurances, and zoning requirements prohibit or limit TENANT's ability to use the Leased Premises for their intended use. Subject to compliance with applicable governmental requirements, LANDLORD shall not voluntarily consent to, or enter into, any future restrictive covenants, utility easements, grant assurances, and zoning requirements that would reduce any of TENANT's rights or increase any of TENANT's obligations hereunder without TENANT's prior written consent in its sole discretion.
4. TENANT shall comply with all reasonable and applicable rules and regulations, ordinances, resolutions, and the Minimum Standards and Requirements on the Conduct of Commercial Aeronautical Services and Activities on Saratoga County Airport, New York (hereinafter referred to as the "Minimum Standards") as adopted and, from time to time, amended by LANDLORD, Federal Aviation Administration ("FAA"), New York State Department of Transportation, New York State Department of Environmental Conservation, Board of Fire Underwriters, and any other proper governmental authority having jurisdiction over the conduct or operations at the Airport and/or the Leased Premises, a copy of which is attached hereto and is incorporated herein.
5. TENANT shall not use the Leased Premises for any illegal trade, manufacture, or business, or any other illegal purpose. TENANT shall not use the Leased Premises in such a manner as to give rise to the liability on the part of LANDLORD under Section 231 of the Real Property Law of the State of New York.
6. TENANT may only erect exterior signs for the operation of its business with prior approval by LANDLORD (such approval not to be unreasonably withheld, conditioned or delayed) and to the extent applicable, the FAA.
7. TENANT, for itself, its successors or assigns, as part of the consideration for this Lease, does hereby covenant and agree, that TENANT shall comply with all

applicable Federal, State and local laws, ordinances and regulations including but not limited to nondiscrimination and labor laws.

8. TENANT, for itself, its successors or assigns, as part of the consideration for this Lease, does hereby covenant and agree, that no person on the grounds of race, creed, color, national origin, disability, age, military status, sex, marital status, sexual orientation, gender identity or expression, or source of payment, shall be excluded from participation in or denied the benefits of TENANT's use of the Leased Premises; the conduct of TENANT's business by implementation of the rights granted hereby; or the construction of any improvements on, over, or under land leased to or at any time controlled by TENANT and the furnishing of services on such land.
9. In the event of a breach of any of the above non-discriminatory covenants, LANDLORD shall have the right to terminate this Lease and to reenter and repossess the Leased Premises and the facilities thereon.
10. All facilities installed or constructed by TENANT shall conform to the design and specification requirements established by TENANT and approved by LANDLORD, as well as all other local, State, and Federal Laws, Regulations, and Zoning, as applicable.
11. TENANT shall have the right of ingress and egress over portions of the Saratoga County property to and from the Leased Premises, including the non-exclusive privilege to permit its employees, passengers, guests, patrons, invitees, and suppliers to use the entrance and exit ways designated by LANDLORD from time to time for access to the Leased Premises from a street or highway adjacent to the Leased Premises through the appropriate entrances and exits so designated.
12. TENANT may not permanently or temporarily house, keep, hold, retain or store any livestock or non-domesticated animals or pets, or domesticated livestock, on or within the Leased Premises.

B. Buildings, Equipment, and Paving:

1. TENANT shall pay for the costs of all utilities for the Leased Premises, including, but not limited to, gas, electric, water, water treatment, and sewer.
2. TENANT shall pay the cost for maintaining all buildings, both interior and exterior, within the Leased Premises. This includes, but is not limited to, the building envelope, roof, interior, interior finishes, doors, windows, hangar doors, mechanical, heating and cooling systems, plumbing, and electrical systems.
3. TENANT shall keep the Leased Premises in a neat and clean condition, including both interior and exterior areas.

4. All buildings and facilities constructed by TENANT pursuant to this Lease shall become the property of LANDLORD at the expiration or termination of this Lease or any extension thereof.
5. TENANT shall not make any improvements, alterations, repairs, or changes to the Leased Premises without the prior written consent thereto by LANDLORD as provided by the Commissioner of Public Works and County Administrator. Prior to performing any such improvements, alterations, repairs, or changes TENANT is to submit detailed plans and specifications to LANDLORD. LANDLORD shall review such plans and specification and return reasonable comments thereto, as soon as reasonably practical. TENANT shall incorporate such comments into the plans and specifications and resubmit such revised plans and specifications for LANDLORD'S review and approval pursuant to this Article III.B.5. If LANDLORD grants or is deemed to have granted such consent, TENANT shall have the right to construct the improvements reflected on such plans and specifications, provided such construction is performed in a good workmanlike manner, in accordance with all applicable Federal, State or local building code regulations. The cost of such alterations, repairs, improvements, and changes are the responsibility of TENANT.
6. TENANT shall provide and maintain fire extinguishers for the interior of each building, in accordance with all applicable fire and safety codes.
7. TENANT shall pay the cost for maintaining all paved areas within the Leased Premises. This includes, but is not limited to, paving, crack sealing, seal coating, patching, weed control and snow removal. LANDLORD will pay the cost for the in-kind replacement of paving outside of the Leased Premises if required in LANDLORD's commercially reasonable judgment.
8. TENANT shall deliver to LANDLORD possession of the Leased Premises, including the proposed Prime Hanger and any other buildings, structures or facilities, at the expiration or termination of this Lease in good condition, reasonable wear and tear excepted. If the Prime Hanger shall be substantially damaged at the time of lease expiration, TENANT shall be obligated to raze the Prime Hanger and return possession of the Leased Premises to LANDLORD in a rough graded condition (in which event TENANT shall have the right to retain and all insurance proceeds that TENANT may receive in connection with such damage). If the Prime Hanger shall be partially damaged at the time of lease expiration, LANDLORD shall have the option to require TENANT to either (x) repair the Prime Hanger to substantially the condition existing immediately prior to such damage (in which event TENANT shall have the right to retain and all insurance proceeds that TENANT may receive in connection with such damage), or (y) accept the Prime Hanger in the condition existing following such partial damage, in which event TENANT shall be required assign to LANDLORD any insurance proceeds payable to TENANT on account of such damage to the Prime Hanger. TENANT shall have the right, at any time during the term of this Lease,

to remove its vehicles, aeronautical equipment, tools, and other equipment from the Leased Premises.

C. Default:

1. TENANT's failure to abide by the conditions set forth hereinabove in Article III may be grounds for default in accordance with Article X of this Lease.

ARTICLE IV: LANDLORD'S RIGHTS AND RESPONSIBILITIES

A. General:

1. LANDLORD shall maintain the common areas of the airport premises in a clean, safe and sightly condition, including the routine maintenance of the grounds, public roadways, access roads, public parking areas, and other elements at the airport excepting those obligations specifically imposed upon TENANT pursuant to this Lease.
2. LANDLORD shall, within a reasonable time after the end of a snowfall, remove accumulated snow and ice from the parking area, sidewalks and vehicle access roadways and diligently prosecute the same to completion so that, to the extent practicable, those areas shall be reasonably cleared of snow and ice. Snow and ice shall be removed by LANDLORD with consideration to LANDLORD'S obligation to winter maintenance of highways as a priority. TENANT is responsible for removing sufficient snow and ice from the Leased Premises and the perimeter access road (for TENANT's own use) so that it can safely and efficiently conduct its business. LANDLORD shall exercise its best efforts, consistent with the conditions then prevailing, to perform the aforesaid services as soon as is reasonably possible. TENANT shall assist LANDLORD during snow removal with vehicle relocations, as reasonably required to clear areas where vehicles are parked.
3. LANDLORD shall maintain the existing water supply line that is located along the main entrance road of the Airport. The cost of installing any lateral service line from the existing main water line will be borne solely by TENANT. TENANT is responsible for any costs for the installation, operation or maintenance of septic and sewer systems that service the Leased Premises.

ARTICLE V: RIGHT OF ACCESS

A. Entry:

1. During any reasonable time after the commencement of this Lease, LANDLORD and/or its agents, contractors, subcontractors or designees reserve the right to enter upon the Leased Premises, any portion thereof and any appurtenances or facility thereto, during regular business hours upon at least three (3) business days

prior written notice to TENANT (except no such notice shall be necessary in the case of an emergency), solely for the purposes of inspection to confirm TENANT's compliance with its obligations hereunder. TENANT shall have the right to have a representative present during any such entry by LANDLORD.

ARTICLE VI: RENT AND CHARGES TO TENANT

A. Rental Fee:

1. TENANT shall pay the following fixed rent to LANDLORD for the use of the Leased Premises, such payment to be provided to LANDLORD on or before the first business day of each calendar month in following amounts:

Applicable Dates	PSF	Annual	Monthly
August 1, 2022 – July 31, 2027	\$0.20	\$7,230.00	\$602.50
August 1, 2027 – July 31, 2032	\$0.21	\$7,592.00	\$632.67
August 1, 2032 – July 31, 2037	\$0.22	\$7,954.00	\$662.83
August 1, 2037 – July 31, 2042	\$0.23	\$8,315.00	\$692.92

2. Payment by TENANT of the rent shall be submitted to LANDLORD in United States Currency and shall be paid by certified check or money order and submitted to the Commissioner of Public Works.
3. All late payments are subject to a late fee equal to two percent (2%) of any outstanding amount due, as additional rent, and any outstanding amount due shall accrue interest from the date due at the statutory rate for late payments under New York Law.

ARTICLE VII: DESTRUCTION

- A. If the Prime Hanger shall be wholly or partially damaged by the elements or fire resulting from the elements or natural causes, it shall be the responsibility of TENANT to repair.
- B. If the Prime Hanger shall, in the opinion of TENANT, be substantially damaged by the elements or fire or other casualty so as to render the Prime Hanger not fit for TENANT's business purposes, TENANT shall have the right, to be exercised by notice in writing delivered to LANDLORD within ninety (90) days from and after said occurrence, to terminate this Lease, and in such event, this Lease and the tenancy created shall cease at the date of the occurrence, and the rent shall be adjusted as of the date of the occurrence. If TENANT shall terminate this Lease as aforesaid, then the provisions of Article III, subpart B8 shall control.

ARTICLE VIII: WAIVER AND SUBROGATION

- A. LANDLORD and TENANT each hereby releases the other, its officers, directors, employees, and agents, from liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by valid and collectible fire insurance with standard extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for who such party may be responsible.
- B. The release and waiver provided herein (Article VIII, Section A) shall be applicable and in full force and effect only with respect to loss or damage that is actually recovered from an insurance company; and occurring during such time as the releaser's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder.
- C. LANDLORD and TENANT agree that any fire and extended coverage insurance policies carried by each of them respectively and covering the Leased Premises or their contents will include such a clause or endorsement as provided above, as long as same shall be obtainable without extra cost, or if extra cost shall be charged therefore, so long as the other party pays each extra cost. If extra cost shall be chargeable therefore, each part shall advise the other thereof and of the amount of the extra cost.

ARTICLE IX: INDEMNITY, LIABILITY, AND INSURANCE

A. Indemnity:

1. For purposes of this Lease, "claims" shall mean any claim, suits, proceedings, actions, causes of action, responsibility, liability, demands, judgments, and executions with respect to personal injury and property damages.
2. TENANT hereby indemnifies and agrees to hold harmless LANDLORD from and against any and all claims which arise from or are in connection with the possession, use, occupation, management, or control of the Leased Premises excluding those claims that are from LANDLORD's responsibility for repair or maintenance of the Leased Premises or any portion thereof or the result of the negligence or willful misconduct of LANDLORD or any of LANDLORD's agents, employees and/or contractors.
3. TENANT hereby indemnifies and agrees to hold harmless LANDLORD from and against any and all claims which arise from or are in connection with any act or omission of TENANT, or TENANT's employees, officers, agents, contractors, subcontractors, assignees, invitees or guests.

4. TENANT hereby indemnifies and agrees to save harmless LANDLORD from and against any and all claims which result from any default, breach, violation, or non-performance of this Lease or any provision therein by TENANT.

B. Liability and Insurance:

1. TENANT shall, at TENANT's sole cost and expense, obtain and keep in force during the Term: (a) a commercial general liability policy of insurance with limits of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; and (ii) Causes of Loss-Special Form insurance in respect of the Building and other improvements on the Land normally covered by such insurance. TENANT's commercial general liability policy shall provide for the indemnification set forth Article IX.A above and shall name LANDLORD as an additional insured. TENANT's certificate of insurance for both general liability and property coverage is attached hereto as Appendix C.
2. TENANT shall pay, satisfy, and discharge any judgments, orders, and decrees which may be recovered against LANDLORD, in connection with any claims as set forth in this article.

C. Non-Liability:

1. LANDLORD shall not be responsible or liable to TENANT for any loss or damage that may be occasioned by the acts or omissions of any other person occupying any part of the entire Leased Premises.
2. LANDLORD shall not be responsible or liable to TENANT for any loss or damage resulting to TENANT or its property from water, gas, or steam or the bursting or stoppage or leakage of sewer pipes; provided such loss or damage is not occasioned by the negligence of LANDLORD.

ARTICLE X: FAILURE TO PERFORM – DEFAULTS - REMEDIES

A. Defaults, Conditional Limitation:

1. The following events shall constitute a default by TENANT:
 - a) If TENANT shall fail to pay any rent or fee as identified in Article VI to LANDLORD and such failure continues for ten (10) days after receipt of written notice from LANDLORD to cure.

- b) If TENANT shall fail to perform or observe any other requirement of this Lease on the part of TENANT to be performed, or observed, and such failure continues for thirty (30) days after receipt of a written notice to cure from LANDLORD specifying the nature of the default; or when the default be of such a nature that it cannot be cured within thirty (30) days, if TENANT fails to commence curing such default with thirty (30) day period and thereafter proceed diligently to cure such default.
2. This Lease is subject to the limitation that, if at any time a default shall occur, then upon the happening of any one or more of the aforementioned defaults, and expiration of the period of time prescribed in any aforesaid notice, LANDLORD may give TENANT a notice of intention to end the term of this Lease, at the expiration of fifteen (15) days from the day of service of such notice of termination. At the expiration of such fifteen (15) days, this and the term, as well as all of the right, title and interest of TENANT hereunder, shall wholly cease and expire, and TENANT shall then quit and surrender the Leased Premises to LANDLORD.

B. LANDLORD's Reentry:

1. If this Lease shall be terminated as herein provided, LANDLORD, or its agents or employees, may immediately, or at any time thereafter, reenter the Leased Premises and remove therefrom TENANT, TENANT's agents and any invitees, together with any of its or their property, either by summary, dispossession proceedings or by any suitable action or proceeding at law. In the event of such termination, LANDLORD may repossess and enjoy the Leased Premises as if this Lease has not been made. LANDLORD shall be entitled to the benefits of all provisions of law respecting the speedy recovery of lands and tenements held over by TENANT or proceedings in forcible entry and detained TENANT does not waive any rights to the service of any notice of LANDLORD'S intention to reenter provided for by any present or future law. LANDLORD shall not be liable in any way in connection with any action it takes pursuant to the foregoing. Notwithstanding any such reentry, repossession, dispossession or removal, TENANT liability under the provisions of this Lease shall continue, as set forth herein.

C. Deficiency:

1. In the case of reentry, repossession or termination of this Lease, whether the same is the result of the institution of summary or other proceedings or not, TENANT shall remain liable (in addition to accrued liabilities) to the extent legal permissible for the rent, additional rent, and all other charges provided for herein until the date of this Lease would have expired had such termination, reentry or repossession not occurred and any expenses to which LANDLORD may be put in reentering the Leased Premises and repossessing same; making good any default of TENANT; reletting the same including attorney's fees and disbursements, marshal's or sheriff's fees; minus the net proceeds of any reletting. TENANT agrees to pay LANDLORD the difference

between the rent due under this Lease and the proceeds of any reletting with respect to each month, at the end of each month. TENANT shall pay LANDLORD such sums as the court, which as has jurisdiction thereover, may adjudge reasonable as attorney's fees with respect to any successful lawsuit or action instituted by LANDLORD to enforce provisions of this Lease.

2. In the case of reentry, repossession or termination of this Lease, LANDLORD may relet the whole or any part of the premises for the whole of the unexpired term of this Lease, or from time to time for short periods, for any rental then obtainable. TENANT's liability, as aforesaid, shall survive the institution of summary proceedings and the issuance of any warrant thereunder. LANDLORD shall use reasonable efforts to relet or attempt to relet the Leased Premises.

D. Waiver of Rights of Redemption:

1. TENANT hereby expressly waives (to the extent legally permissible), for itself and all persons claiming by, through, or under it, any right of redemption for the restoration or the operation of this Lease under any present or future law, in case TENANT shall be dispossessed for any cause, or in case LANDLORD shall obtain possession of the Leased Premises as herein provided.

E. Additional Remedies and Waivers:

1. The rights and remedies of LANDLORD and TENANT set forth herein shall be in addition to any other right and remedy now and hereinafter provided by law. All such rights and remedies shall be cumulative and not exclusive of each other. LANDLORD and TENANT may exercise such rights and remedies at such times, in such order, to such extent, and as often as LANDLORD or TENANT deems advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another.
2. Any single or partial exercise of a right or remedy of LANDLORD or TENANT shall not preclude the further exercise thereof or the exercise of another right or remedy from time to time.
3. No delay or omission by LANDLORD or TENANT in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default. No waiver of default shall extent to, affect any other default, impair any right or remedy with respect thereto. No action or inaction by LANDLORD or TENANT shall constitute waiver of a default. No waiver of a default shall be effective unless it is in writing.

ARTICLE XI: INTERPRETATION, NOTICES, AND MISCELLANEOUS

A. Interpretation:

1. Every term, condition, agreement or provision contained in this Lease which imposes an obligation on TENANT, shall be deemed to be also a covenant by TENANT.
2. Any reference herein to any extensions or renewals or term or any period during which TENANT may be in possession after the expiration date shall not be deemed to imply that any extension or renewal of the term is contemplated hereby or that TENANT shall be permitted to remain in possession after expiration of the term.
3. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid, illegal or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those which are determined to be invalid, illegal or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
4. The captions and headings used throughout this Lease are for convenience of reference only and shall not affect the interpretation of this Lease.
5. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement binding upon the parties, notwithstanding that all the parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine, via e-mail in a "PDF" format or via other electronic signature such as DocuSign shall be deemed to be original signatures for all purposes. Each party intends to be bound by such party's facsimile, "PDF" or other electronic signature format on this Lease, is aware that the other parties are relying on such party's facsimile, "PDF" or other electronic signature format, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature.
6. Whenever a requirement is imposed on any party hereto, it shall be deemed that such a party shall be required to perform such requirement at its own expense, unless otherwise provided herein.
7. Any reference herein to the singular includes the plural and the plural includes the singular.
8. The words "reenter" and "reentry," as used herein are not restricted to their technical legal meaning.

9. Whenever it is provided herein that LANDLORD'S consent is required, it shall be construed that such consent shall not be withheld unreasonably.

- B. Changes and Modifications: This Lease may not be changed or terminated orally. Any amendment to this Lease must be in writing and signed by both parties.
- C. Successors and Assigns: Subject to the provisions hereof, this Lease shall bind and inure to the benefit of the parties and their respective successors, representatives, heirs and assigns.
- D. Assignment and Sublet: This Lease may not be assigned or sublet.
- E. Validity: This Lease shall be of no force and effect unless and until it has been reviewed and approved by the Saratoga County Board of Supervisors and is executed by both LANDLORD and TENANT and counterparts of the executed Lease are exchanged by LANDLORD and TENANT. If LANDLORD shall fail to obtain such approval, execute and unconditionally deliver this Lease to TENANT within thirty (30) days following TENANT's execution hereof, TENANT shall thereafter have the right to rescind its execution of this LEASE at any time prior to the date LANDLORD executes and unconditionally delivers this Lease to TENANT.
- F. Notices: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Lease shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To LANDLORD:

Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

With copy to:

Saratoga County Attorney
40 McMaster Street
Ballston Spa, NY 12020

Commissioner of Public Works
Saratoga County Dept. of Public Works
3654 Galway Road
Ballston Spa, NY 12020

To TENANT:

Prime Group Holdings, LLC
85 Railroad Place
Saratoga Springs, NY 12866

With copy to:

Cole Schotz P.C.
25 Main Street
Hackensack, NJ 07601
Attn: Joseph Barbieri, Esq.

- G. Entire Agreement: This Lease constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.
- H. Prevailing Party: If any action at law is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs of the proceeding in addition to any other relief to which it may be entitled. If any action in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. For purposes of this Section, a party will be considered to be the "prevailing party" if (a) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial, or alternative dispute resolution process), (b) such party did not initiate the litigation and either (i) received a judgment in its favor, or (ii) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought, or (c) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.
- I. New York Law and Jurisdiction: Notwithstanding any other provision of this Lease, any dispute concerning any question of fact or law arising under this Lease which is not disposed of by agreement between LANDLORD and TENANT shall be governed, interpreted and decided by a Court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

ARTICLE XIII: APPENDICES

- Appendix A: Site Plan
Appendix B: Saratoga County Airport Minimum Standards
Appendix C: Prime Group Holdings, LLC - Certificate of Insurance
Appendix D: Saratoga County Board of Supervisors Resolution _____

--SIGNATURE PAGE TO FOLLOW--

IN WITNESS WHEREOF, the parties have hereunto signed this Lease on the day and year appearing opposite their respective signatures.

**COUNTY OF SARATOGA
LANDLORD**

By: _____
Theodore T. Kusnierz, Jr., Chairman
Saratoga County Board of Supervisors
Per Resolution _____

Date: _____

Approved as to Form and Content:

Michael J. Hartnett
County Attorney

PRIME GROUP HOLDINGS LLC

By: _____

Date: _____

APPENDIX A
SITE PLAN

APPENDIX B

SARATOGA COUNTY AIRPORT MINIMUM STANDARDS

APPENDIX C

PRIME GROUP HOLDINGS LLC - CERTIFICATE OF INSURANCE

APPENDIX D

SARATOGA COUNTY BOARD OF SUPERVISORS RESOLUTION _____



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: September 27, 2022

COMMITTEE: Buildings & Grounds

RE: Upstate Airport Revitalization Grant Acceptance

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Upstate Airport Revitalization Grant Acceptance

3. Specific Details on what the resolution will authorize:

Authorize acceptance of an Upstate Airport Revitalization grant from NYSDOT in the amount of \$27 million for design and construction of an airport terminal at the Saratoga County Airport.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
- b. Agency granting funds:
NYSDOT
- c. Amount of grant:
\$27,000,000
- d. Purpose grant will be used for:
Design and construction of airport terminal
- e. Equipment and/or services being purchased with the grant:
design and construction services
- f. Time period grant covers:
2 years from date of executed agreement
- g. Amount of county matching funds:
\$3,065,000
- h. Administrative fee to County:
N/A

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other NYSDOT sample resolution, draft agreement and award letter

10. Remarks:

This resolution will authorize acceptance of the grant funds for the airport project. DPW is currently working with the County's consultant, McFarland Johnson, on final design scope and fee which will be presented to the Committee and full Board in November for consideration along with a budget amendment request.



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

September 15, 2022

Mr. Thomas Speziale
Deputy Commissioner of Public Works
3654 Galway Road
Ballston Spa, New York 12020



Dear Mr. Speziale:

I would like to personally congratulate you and your staff at the Saratoga County Airport for your successful application for funding under Governor Hochul's Upstate Airport Economic Development and Revitalization initiative.

As noted by Governor Hochul, the goals of this initiative are to promote, revitalize and rapidly accelerate investments in Upstate airports to create jobs and enhance regional economic competitiveness. To realize the regional benefits of this significant State investment in Upstate airports, the New York State Department of Transportation (NYSDOT) will provide direct staff and consultant support to aggressively streamline the project design, procurement and delivery schedules to meet the mandatory October 2024 project completion deadline.

Failure to meet the mandatory project completion deadline of October 2024 and/or the conditions outlined below may result in the loss of direct State funding for this project. To ensure adherence to project delivery schedules, the Airport will be required to:

- Submit all proposals related to the design and scheduling for each item identified in Schedule B of the project funding agreement, sent under separate cover, to NYSDOT; NYSDOT will review and approve the information submitted prior to authorizing the Airport to procure or provide services, materials or equipment related to that Schedule B item.
- Submit the names of all proposed contractor, consultant, sub-contractor, or sub-consultant to be retained in connection with the New FBO Terminal Building Project to NYSDOT; NYSDOT will review and authorize use of the proposed entity prior to that entity commencing work on the project.
- Comply with all aviation industry standards and regulations such as those of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), U.S. Customs and Border Protection (CBP) and other appropriate entities, as needed to perform the work.
- Comply with State and/or federal environmental and cultural resource processes; NYSDOT will review documents to ensure completeness.
- Submit all contract documents, including stringent incentive/disincentive scheduling provisions, to NYSDOT for prior review and approval.

- Demonstrate the availability of local funds required to undertake and complete the project.

During this review and approval process, the Department reserves the right to recommend changes to any of the plans or specifications developed to implement the project phases authorized under this grant award. It is imperative that you, as the project sponsor, incorporate innovative construction methods to deliver this project expeditiously. In the coming weeks, you and your staff will receive an invitation to an Upstate Airport Summit to further discuss the implementation procedures associated with delivering this project through the Governor's initiative.

Thank you in advance for your collaboration on delivering the New FBO Terminal Building Project on budget and schedule. Should you have any questions regarding this letter, please contact Nicolas Choubah at (518) 457-4430 or nick.choubah@dot.ny.gov.

Sincerely,



Marie Therese Dominguez
Commissioner

AVIATION PROJECT FUNDING AGREEMENT

This Agreement is by and between:

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

and

the County of Saratoga with its office at Ballston Spa, New York

This agreement identifies the allocation of responsibility for administration, establishes the method and provision for funding and implementation of an aviation project pursuant to appropriation as such project is more fully described by Schedule A-1 annexed to this agreement or one or more duly executed and approved Supplemental Schedules to this agreement. The project shall be identified for the purposes of this agreement - New Fixed Base Operator Terminal Building at Saratoga County Airport (as more specifically described in Schedule A-1, or supplemental Schedule A's, the "Project").

WITNESSETH:

WHEREAS Section 14-I of the Transportation Law authorizes the NYSDOT Commissioner to implement the Upstate Airport Economic Development and Revitalization Program; and

WHEREAS the NYSDOT Commissioner has additional broad authority with regard to the administration, maintenance, and development of airport facilities in New York State; and

WHEREAS pursuant to authorizations and appropriations therefore, NYSDOT and the Sponsor are desirous of progressing the Project; and

WHEREAS the Sponsor attests that the Project has a useful service life as stated on the Schedule A-1 included herein; and

WHEREAS the Sponsor will administer the Project and submit to NYSDOT for funding of eligible Project costs pursuant to this Agreement; and

WHEREAS, the Legislative or governing Body of the Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project and the terms and provisions of this Agreement and has further authorized the _____ of the Sponsor to execute this Agreement on behalf of this Sponsor (copy of such Resolution is attached to and made a part of this Agreement); and

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement: This document titled "Aviation Project Funding Agreement"
- Schedule A-1: Description of Project and Funding
- Schedule B: Phases, Sub-phase/Tasks, and Allocation of Responsibility
- Appendix A: Standard Clauses for New York State Contracts
- Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act)
- Appendix B: Minority and Women-Owned Business Enterprises(M/WBE) -Service Disabled Veteran Owned Businesses (SDVOB)-Equal Employment Opportunity (EEO) Policy Statement
- Appendix C: Goals for Equal Employment Opportunity (EEO) Participation
- Appendix D: Additional Insurance Coverages for Contracts*

- Resolution(s) – duly adopted municipal, or as applicable, corporate resolution(s) authorizing the appropriate official of the Sponsor to execute this Agreement on behalf of the Sponsor and appropriating the funding required, therefore.

2. *General Description of Work.* The Sponsor shall procure and provide all services, materials, and equipment necessary to complete the Project as more particularly described in Schedule A-1 and Scope of Work described in Schedule B. The Sponsor will submit to NYSDOT proposals related to design and scheduling for each item identified in Schedule B. NYSDOT must accept the submitted proposal related to each Schedule B item prior to the Sponsor procuring or providing services, materials, or equipment related to that Schedule B item. Additionally, the Sponsor will submit to NYSDOT any proposed contractor, consultant, sub-contractor, or sub-consultant to be retained in connection with the Project, and NYSDOT must accept the proposed entity prior to that entity commencing work on the Project.

3. *Maintenance.* Upon completion and acceptance of the Project Facilities by Sponsor, Sponsor shall certify in writing to the NYSDOT Commissioner that the Project Facilities have been completed. Upon its completion, Sponsor will operate and maintain the Project facilities as well as ancillary facilities useful or necessary to the function of said facilities, at its own expense in accordance with the requirements of the NYSDOT Commissioner for the period of time corresponding to the period of useful life for such project as determined by Section 61 of the State Finance Law. If the Sponsor intends to have the project facilities maintained by another party, any necessary maintenance contract shall be executed and submitted to NYSDOT before construction commences.

4. *Disposition of Project Facilities.* Sponsor agrees, that during the period of time during which Title to the Project Facilities paid for by the State is held by the State or in any event if funding of the State's share is from the proceeds of bonds or other obligations issued by the State or any of its public benefit corporations, such Project Facilities shall not be sold, rendered unusable, relinquished, discontinued or disposed of by Sponsor without the express written consent of the NYSDOT Commissioner having first been obtained. In the event of such approved disposition Sponsor shall either cause the purchaser or transferee to assume Sponsor's continuing obligations under this Agreement or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

5. *Method of Performance of Work.* Sponsor agrees to undertake or cause to be undertaken and to proceed expeditiously with and complete the project as approved by the NYSDOT Commissioner and as described in the Scope of Work, and to complete or cause to be completed said work within the time limits specified in said Scope of Work. The work shall be performed by Sponsor's own forces or by contract or contracts entered into by the Sponsor in accordance with applicable law and the requirements of this Agreement. Sponsor agrees to obtain or cause to be obtained all approvals, permits and licenses necessary to progress the work, and also agrees to comply or cause to be complied with all applicable Federal, State and Local Laws which in any way impact work to be accomplished by the project. In complying with the requirements of Section 5, the Sponsor must also comply with the terms and conditions of Section 2.

6. *Funding of Project Costs.* State financial assistance hereunder shall be in the form of a grant as more specifically described in Schedule A-1. Sponsor shall be responsible for any remaining share of the cost of the Project, if any. If necessary to the Project, Sponsor shall provide proof of availability of additional funds to undertake the Project prior to performance of work. Sponsor shall make reasonable efforts to secure federal assistance, if any, for the project. Compliance with the terms and conditions of this Agreement is a prerequisite to State financial assistance.

In the event that federal assistance which was not included in the calculation of the state financial assistance becomes available to the Sponsor, the amount of the state financial assistance shall be recalculated by reducing the amount of the state financial assistance to the extent necessary to ensure that the state financial assistance, when combined with the federal assistance, does not exceed Project costs.

6.1 *Limits of Funding.* Subject to the terms of the appropriation, NYSDOT agrees to make available funds up to the amount identified as State Aid in Schedule A-1 for eligible Project costs incurred by the Sponsor in the performance of the Project, as the Project and the funding therefore is more fully described in Schedules A-1 and B. Project Costs in excess of State funds available for the work shall be the responsibility of Sponsor. Prior to start of construction, Sponsor shall certify the source and availability of funds for Project Costs which are in excess of State funds being made available under this Agreement. If the Sponsor loses funding eligibility, the State shall not be liable for any Project Costs whatsoever.

6.2 *Eligible Project Costs.* NYSDOT will fund eligible Project costs incurred by the Sponsor in connection with the work covered by this Agreement. Eligible Project Costs shall include, but not be limited to, costs of acquisition, construction, repair, reconstruction, renovation and such other costs associated with the Project as are approved by NYSDOT as reasonable and necessary in the performance of the Project. Eligible Project Costs shall also include salaries and wages to employees of the Sponsor who are engaged in carrying out the Project, fees to consultants and professionals retained by the Sponsor for planning and performing the Project. No Project costs will be deemed Eligible Project Costs absent compliance with the terms and conditions of this Agreement.

In no event shall this Agreement create any obligation to the Sponsor for funding or reimbursement of any amount in excess of the lower of:

- (a) the amount stated in Schedule A-1 for the State share of Project Costs; or
- (b) the amount so stated in Schedule A-1 as it is made available pursuant to certificate of the Division of the Budget; and
- (c) amounts described in the preceding paragraphs (a) or (b), less any duplicative funding of the same Project costs from other State sources.

7. *Payments to Sponsor.* For work performed by or through the Sponsor, NYSDOT will fund or reimburse Eligible Project Costs either during the progress of construction or following completion of construction in accordance with NYSDOT policy and procedures.

7.1 *Progress Payments.* Sponsor may be reimbursed in progress payments, for eligible Project costs incurred by Sponsor in conformity with Schedule A-1, upon submission of a voucher by Sponsor in a form acceptable to NYSDOT.

7.2 *Final Payment.* Final payment to sponsor shall be made upon the application of Sponsor to NYSDOT, on a basis of work accomplished, upon submission of vouchers to the State, the submission of a Project Completion Report (hereinafter defined) together with such data as NYSDOT deems necessary to assure compliance with this Agreement evidencing that the work of the Project is completed.

Upon the completion of all said work by Sponsor pursuant to this Agreement, a final statement of costs shall be submitted to the State within one hundred eighty (180) days. Upon receipt of the final statement of costs by the NYSDOT Commissioner, the NYSDOT Commissioner will conduct an audit of the Sponsor project account records within one hundred eighty (180) days to determine the resources applied or used by Sponsor in fulfilling the terms of this Agreement.

7.3 *Payment Certification.* Each payment request will contain a certification by Sponsor that: (1) payment requests do not duplicate reimbursement of Project costs being funded from other sources; and (2) payment requests are for Eligible Project Costs.

In the event that any payments are made by the State to the Sponsor for costs incurred by Sponsor, which are subsequently determined to be ineligible for reimbursement under this Agreement, State may retain an amount equal to any such excess payments from any monies then or which may become due and owing to Sponsor under the Agreement, or Sponsor shall repay such amounts to State within forty-five (45) days from the date Sponsor receives notice of such determination of ineligibility.

All costs submitted by Sponsor shall be in conformity with accounting procedures acceptable to NYSDOT and shall be subject to approval by NYSDOT Commissioner, and to audit by the NYSDOT Commissioner and the State Comptroller. All requests for reimbursement shall be accompanied by appropriate supporting documentation including, but not limited, to the following: Inspector's Reports with associated invoices and receipts, Engineer's Diary, and the Engineer's recommendation(s) for payment to the Contractor.

All costs charged to the project shall be properly supported by executed payrolls or abstracts thereof, time, material and accounts payable distribution records, invoices, contracts, vouchers and/or canceled checks evidencing in proper detail the nature and propriety of the charges.

8. *Compliance.* The Sponsor agrees that in addition to the requirements of the Agreement, funding is contingent upon the Sponsor's compliance with the applicable requirements of the "Local Projects Manual" (LPM) located on NYSDOT's web site at: <https://www.dot.ny.gov/plafap>, as such may be amended from time to time. The Sponsor shall also comply with all aviation industry standards and regulations such as those of the Federal Aviation Administration (FAA), Transportation Security Authority (TSA), Custom Boarder Protection (CBP) and other appropriate entities, as needed to perform the work.

9. *Supplemental Agreement or Supplemental Schedule A-1.* Supplemental Agreements or Supplemental Schedules A-1 may be entered by the parties and must be approved in the manner required for a State contract. In the event Project cost estimates increase over the amounts provided for in Schedule A-1 or one or more supplemental Schedules A-1 as may hereafter be developed by the parties, no additional reimbursement shall be due to the Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A-1 for reimbursement or additional Eligible Project Costs.

10. *Project Completion Report.* Sponsor shall in 6 months from Project completion or final reimbursement by NYSDOT, whichever is earlier, submit a Project Completion Report to NYSDOT describing the sources and uses of all Project-related funds, including non-State funds, and the programmatic accomplishments of the Project.

11. *Records and Accounts.* Sponsor shall maintain accurate records and accounts of all financial transactions which show in detail all income and all expenditures, including but not limited to, payments for eligible Project costs. Said records shall include the amount of payment by the State, the amount of federal assistance if any received by the municipality for the project and all monies expended by the municipality for the project. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards. All expenditures of the grant reimbursed monies shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The NYSDOT Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to Sponsor's financial transactions, including the expenditure of the grant and all other funds secured and services rendered for the benefit of Sponsor in connection with the Project. Sponsor shall maintain records relating to this Agreement for not less than thirty-six (36) years after the date of completion.

12. *Ethics.* No member of Sponsor's governing body, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the grant unless such action is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefore from NYSDOT.

13. *NYSDOT Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as the Commissioner shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project, its use and operation.

14. *Failure to Diligently Progress Project or Loss of State or Federal Participation.* If NYSDOT determines that the Sponsor has failed to diligently progress the project, or in the event the Sponsor withdraws its approval of the project, or the Sponsor suspends or delays work on the Project such that it cannot be reasonably completed, or takes other action that results in the loss of state participation and/or federal participation, including the loss of State administration of Federal aid to the Sponsor, for the costs incurred pursuant to this agreement, the Sponsor shall refund to the State all reimbursements received from or through the State. The State may offset any other State aid due to the Sponsor by such amount and apply such offset to such repayment obligation of the Sponsor.

15. *Inspection and Audit.* Sponsor shall permit the authorized representative of NYSDOT and/or the State Comptroller to inspect and audit all books, records and accounts of Sponsor pertaining to the Project under this Agreement. Sponsor shall notify NYSDOT of any audit by any governmental agency of any projects, operations, or reports of Sponsor within five (5) days of receiving information relating thereto.

16. *Term of Agreement.* As to the Project and Term are identified in Schedule(s) A-1 executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A-1 as of the date of such supplemental Schedule(s) A-1. This agreement shall only remain in effect for so long as State aid funding authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefore are eventually enacted.

17. *Contract Executory.* It is understood by and between the parties hereto that this Agreement shall be deemed executor only to the extent of the moneys available to the State and no liability on account thereof shall be incurred by the State beyond moneys available for the purpose hereof.

18. *Sponsor Liability*

18.1 The Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

18.2 The Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service within the meaning of this Article shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

19. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

20. *Insurance.* Said insurance policies shall name the People of the State of New York, New York State, its officers, agents and employees as additional insureds thereunder. Upon written request by the State, the Sponsor shall furnish to the State a letter certifying that the State of New York, and other required insureds, have been named as additional insureds to such policy. The kinds and amounts of insurance required are as follows:

20.1 *Worker's Compensation and Disability Benefits.* Policy covering the obligations of Sponsor in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Worker's Compensation Law, and also by the provisions of Article 9 of the Worker's Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless Sponsor procures such policy and maintains it until final acceptance of all work described herein.

20.2 *For construction and operating support projects,* Comprehensive General Liability Insurance, including airside liability coverage, insuring Sponsor and as additional insureds, NYSDOT and its employees with respect to all operations under this Agreement by Sponsor, including such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of \$2 million per occurrence/\$4 million aggregate for all damages arising out of

personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident, damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction during the policy period.

20.3 *Automobile Liability and Property Damage Insurance.* Subject to the same required level of coverage set forth in §20.2 above, a policy covering the use in connection with the work covered by the Agreement of all owned, not owned and hired vehicles bearing or, under the circumstances under which they are being used required by New York State law to bear, license plates.

20.4 *Umbrella or Excess Liability Insurance* When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth, and shall be sufficient to provide, when combined with the Commercial General Liability, no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*. The policy or policies shall provide insurance insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage.

20.5 *Public Liability Insurance.* With respect to the operations performed, regular Contractor's Public Liability Insurance is provided for a limit of not less than \$2,000,000. Single Limit, Bodily Injury and/or Property Damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

21. *Optional Insurances.* If the Sponsors invokes such coverage, the Sponsor shall require insurance in the manner set forth below.

21.1 *Builders Risk Insurance.* The Contractor must supply Builders Risk insurance policy covering at minimum loss due to collapse, fire, flood, wind damage and transit and theft of building materials, with limits of coverage of not less than 80% of the completed structure value, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. If the Project includes renovations of existing facilities, the policy must cover the existing facilities and any new work. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance, or regulation, and for loss or damage to any property of the insured's held in the Contractor's care, custody and/or control.

21.2 *Professional Liability/Errors and Omissions.* The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the Department for any claims or losses that occur because of Contractor's errors, omissions, malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000 subject to approval by the Department, such approval not to be unreasonably withheld, except that it is also agreed that the Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount no less than the minimum coverage set forth in Appendix D Additional Insurance Coverages for Contracts*.

21.3 *Pollution Liability* The Contractor shall maintain at its own expense, or shall require to be maintained, either through an endorsement to a commercial general liability policy or through a separate policy not to be

combined with any other coverage, insurance protecting Contractor and the Department from the liability and financial loss relating to Contractor's contamination of soil and the accidental release of petroleum products, chemicals and/or toxic gases from broken pipelines, utilities and stationary and mobile fuel tanks that can result from Contractor's operations. Such coverage shall be written on policy form providing coverage for contamination both on and off the leased premises and shall provide coverage in an amount no less than the minimum coverage as set forth in Appendix D Additional Insurance Coverages for Contracts*.

22. *Assignment or Other Disposition of Agreement.* The Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

23. *Procurement Standards.* Sponsor will award contracts funded pursuant to this Agreement in accordance with procurement laws applicable to Sponsor and otherwise in accordance with the requirements of this Agreement. All Project contracts awarded by the Sponsor must contain incentive/disincentive scheduling provisions.

24. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are specified set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Sponsor assert, make, or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this contract.

25. *E-Mail Provision Notice.*

- 25.1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested
 - (b) by personal delivery
 - (c) by expedited delivery service
 - (d) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
 50 Wolf Road, P.O.D. 5-4
 Albany, NY 12232
Telephone Number: (518) 485-5008
Cell Phone:
E-Mail Address: keely.bannister@dot.ny.gov

Sponsor:

Name: Mr. Chad Cooke
Title: Saratoga County Commissioner of Public Works
Address: 3654 Galway Rd., Ballston Spa, NY 12020-2517
Telephone: (518) 885-2235
Facsimile Number: (518) 885-8809
E-Mail Address ccooke@saratogacounty.ny.gov

25.2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

25.3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

26. *Electronic Contract Payments.* Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Instructions and authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>, by E-mail at epunit@osc.state.ny.us. The contracting Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

27. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to the following:

27.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements thereunder relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

27.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a **Sponsor** shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

27.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

27.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at: <https://www.dot.ny.gov/main/business-center/civil-rights/>

Assigned M/WBE and SDVOB goals must be included in the **Sponsor's** proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

27.1.4 *Good Faith Efforts.* If a **Sponsor** fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

27.1.5 *M/WBE and SDVOB Compliance Reports.* The **Sponsor** shall require their consultants and contractors to submit electronic, monthly MWBE and SDVOB compliance reports via NYSDOT's Standard Civil Rights Reporting Software (EBO), on or before the 15th day of the immediately preceding month. The **Sponsor** must apply for access to EBO at the following website: <https://www.dot.ny.gov/dotapp/ebo>.

27.1.6 *Failure to Comply*. If the **Sponsor** fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The **Sponsor** must ensure that any contract it awards under this Agreement has a Minority and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the **Sponsor's** contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement, or (2) assess liquidated damages in an amount up to 20% of the portion of the Sponsor's contracts and subcontracts funded by this Agreement.

27.1.7 *Equal Employment Opportunity (EEO) Requirements*. EEO goals (as provided in Appendix C), EEO Policy Statement (as provided in "Appendix B – MWBE-SDVOB and EEO Policy Statements") and specifications (as provided in [NYSDOT's Standard Specifications §102-11 Equal Employment Opportunity Requirements](#)) must be included in the contract documents and project advertisement. <https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>

27.1.8 *EEO Monitoring and Reporting*. EEO participation shall be monitored by the **Sponsor** as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

27.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

28. *Reporting Requirements*. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Aviation Capital Grant Program Guidelines and in accordance with current Federal and State laws, rules, and regulations or as requested by NYSDOT. Reporting forms and schedules will be provided by NYSDOT as reporting requirements are identified.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this instrument to be signed by its duly authorized officer.

SPONSOR:

By: _____

Print Name: Theodore T. Kusnierz, Jr.

Title: Chair, Board of Supervisors

STATE OF NEW YORK)

COUNTY OF)

) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known, who, being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

Notary Public

APPROVED FOR NYSDOT:

BY: _____
For the Commissioner of Transportation

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

DATE: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
NYS Attorney General

COMPTROLLER'S APPROVAL:

BY: _____

For the NYS Comptroller pursuant to Section 112, State Finance Law

Aviation Project Funding Agreement - Schedule A-1

OSC Contract # K007498

Project Commencement Date:

Project Completion Date:

Construction Completion Date:

AGREEMENT PURPOSE **MAIN** Agreement **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (as shown in tables below):

- Grant Agreement

PROJECT TYPE:

Airport Improvement

PROJECT IDENTIFICATION NUMBER:

1902.19

DESCRIPTION OF WORK:

New Fixed Base Operator Terminal Building project consisting of the following:

1. Demolition of existing Hangar 1.
2. Redevelopment of the entrance corridor and existing parking area.
3. Construction of a new fixed base operator terminal building to include new waiting areas; concessionaire tenant spaces; rental car lease space; advertisement display lease opportunities; conference room space; weather information access station; pilot lounge area; and connected 39,000 square-foot hangar space.
4. Installation of solar panel array on hangar portion of new terminal building.
5. Rehabilitation of the apron connecting to new terminal building.

Aviation Project Funding Agreement - Schedule A-1

The sponsor attests that the above Project has a useful service life of 30 years.

Location: 405 Greenfield Avenue, Ballston Spa, NY 12020

Owner/Operating and Maintenance Responsibility: Saratoga County

Type of Airport Organization:

- Municipality
 Public Authority
 Not-for-Profit Corporation
 Public Benefit Corporation
 Business Corporation
 Partnership
 Proprietorship

B. SUMMARY OF ELIGIBLE PROGRAM COSTS-

UPSTATE AIRPORT DEVELOPMENT & REVITALIZATION		OTHER NECESSARY FUNDING (FAA AIP, PFC, Other NYS)	TOTAL
GRANT	LOCAL SHARE ()		
\$27,000,000	\$3,065,000	\$935,000	\$31,000,000

- Project is: (check which applies)
 part of an approved airport layout plan, OR
 consistent with an approved airport layout plan

SCHEDULE B:

Phases and Sub-phase/Tasks Responsibility of Sponsor

A. Preliminary Engineering (“PE”) Phase
1. <u>Scoping</u> . Prepare & distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.
2. Perform data collection and analysis for design, including passenger enplanements, cargo data, traffic counts and forecasts, land use and development analysis and forecasts.
3. <u>Preliminary Design</u> : Prepare & distribute Design Report, including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design Sub-phases or tasks and/or to secure the approval/authorization to proceed.
4. Review & Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.
5. Obtain aerial photography and photogrammetric mapping.
6. Conduct any required soils and other geological investigations.
7. Perform all surveys for mapping and design.
8. Define Consultant Scope of Services for detailed design.
9. <u>Detailed Design</u> : Perform all project design, including building, mechanical, electrical, and plumbing plans that may have to comply with Wicks Law, preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , latest FAA advisory circulars, TSA and CBP requirements, NYSDOT Airport design standards, including pavement evaluations, including taking and analyzing cores; design of pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design; and all design appurtenances & systems (e.g., signage, signals, IT/Communications, security), and maintenance and protection of traffic plans.
10. Submission of progress construction plans that are approximately 40% complete and Construction Safety Phasing Plan (CSPP) document.
11. Perform landscape design (including erosion control).
12. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey, and stormwater management.
13. Submission of Advanced Detail Plans that are approximately 75% complete.

<p>14. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.</p>
<p>15. Submission of PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements (including Buy America/American), and any other contract documents necessary to advance the project to construction.</p>
<p>16. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.</p>
<p>17. Determine the need and apply for any required permits, including FAA, TSA, CBP, Homeland Security, NYSOGS building permit, U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), NPDES, SPDES, NYSDOT Highway Work Permits, NYSOGS building permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessments and special districts.</p>
<p>18. Prepare and execute any required agreements, including:</p> <ul style="list-style-type: none">-- Railroad force account-- Maintenance agreements for sidewalks, lighting, signals, betterments-- Betterment Agreements-- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities.
<p>19. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions</p>
<p>B. Construction (C), Supervision (C/S) and Inspection (C/I) Phase</p>
<p>1. Advertise contract lettings and distribute contract documents to prospective bidders.</p>
<p>2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).</p>
<p>3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.</p>
<p>4. Compile and submit Contract Award Documentation Package.</p>
<p>5. Review and approve any proposed subcontractors, vendors, or suppliers.</p>
<p>6. Conduct & control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records & files, including all diaries & logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies & labor for the performance of the work on the project, and ensure that the proper materials, human resources, methods, and procedures are used.</p>
<p>7. Test and accept materials, including review and approval for any requests for substitutions.</p>

8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.

9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.

10. Review and approve all shop drawings, fabrications details, and other details of structural work.

11. Administer all construction contract claims, disputes or litigation.

C. Reimbursement Requirements

1. The following documentation must accompany all reimbursement requests (as applicable):
 - a. NYSDOT Grant Reimbursement Checklist
 - b. Cover Sheet
 - c. Project Tracking Sheets
 - d. Progress Schedule
 - e. FIN 190-a Payment Request
 - f. Consultant/Contractor/Subcontractor invoices
 - g. AIA Form G702-1992 (or later) and G701 or G703, if necessary (contractors only)
 - h. Registration, training, and use of Equitable Business Opportunities (EBO) reporting system
 - 1.h.1 Registration:
<https://www.dot.ny.gov/portal/page/portal/dotapp/ebo/instructions>.
 - 1.h.2. Training: <http://www.ebotraining.com/trainlogin.aspx>
 - i. Verification of payments
 - j. Monthly Subcontract Report (D/M/WBE/SDVOB participation percentage and project goals)
 - k. AAP 35LL Workforce Participation Plan
 - l. AAP 22LL D/M/WBE/SDVOB Material Supplier Commitment (material suppliers only)
 - m. AAP 23LL D/M/WBE/SDVOB Trucking Commitment Information (trucking operations only)
 - n. AAP 10LL D/M/WBE/SDVOB Solicitation Log (when participation goals are not met only)
 - o. SPT 15 NYSDOT Summary Payment Tracking
 - p. Buy America/American Tracking

D. Closeout Requirements

1. The following documentation must be provided for project closeout (as applicable):
 - a. EEO documentation inclusive of all contractors and subcontractors
 - b. D/M/WBE and SDVOB attainment documentation including approved waiver form and GFE documentation if goals are not met (based on funding source, the appropriate goals will be applied)
 - c. FAA Part 26 DBE Uniform Report of DBE Commitments/Awards and Payments and evidence of approval, as applicable

- d. Sponsor certification attesting that all work has been performed in accordance with the grant provisions
- e. SPT 15 NYSDOT Summary Payment Tracking
- f. As-Built Documentation
- g. Operation & Maintenance Manuals
- h. Warranties

E. Project Specific Requirements (as applicable):

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the followingshall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minoritygroup members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basisof race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women- owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

before the contract assignment will be approved by the State.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for County of Saratoga adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at Saratoga County Airport

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # K007498) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	16.00%	18.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	19.00%	7.00%	6.00%
CN: Construction	8.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	5.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY21-22 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by

APPENDIX B

submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____

Appendix C

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians.....	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers.....	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers.....	24.6 to 25.6	Iron workers (ornamental).....	22.4 to 23.0
Painters.....	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers.....	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix D

Additional Insurance Coverages for Contracts*

Insurance Type	Contract Value			
	\$0-\$10,000,000	\$10,000,000.01 – \$20,000,000	\$20,000,000.01 – \$100,000,000	Over \$100,000,000
Umbrella / Excess Liability	At least \$9 million when combined with CGL	At least \$11 million when combined with CGL	At least \$15 million when combined with CGL	At least \$22 million when combined with CGL
Professional Liability / Errors & Omissions (DESIGN BID BUILD)	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate	Design Bid Build \$1 million per occurrence, \$1 million aggregate
Professional Liability / Errors & Omissions (DESIGN BUILD)	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$2 million per occurrence, \$2 million aggregate	Design Build \$3 million per occurrence, \$3 million aggregate	Design Build \$4 million per occurrence, \$4 million aggregate
Pollution Legal Liability	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate	\$1 Million per occurrence, \$1 million aggregate

*Requirements set forth in this appendix are not comprehensive; the State and Local Agreement sets forth comprehensive contractual requirements.

STATE ENVIRONMENTAL QUALITY REVIEW

In accordance with the rules, regulations and procedures adopted by

County of Saratoga

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration will be prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

New Fixed Base Operator Terminal Building project consisting of the following: 1. Demolition of existing Hangar 1. 2. Redevelopment of the entrance corridor and existing parking area. 3. Construction of a new fixed base operator terminal building to include new waiting areas; concessionaire tenant spaces; rental car lease space; advertisement display lease opportunities; conference room space; weather information access station; pilot lounge area; and connected 39,000 square-foot hangar space. 4. Installation of solar panel array on hangar portion of new terminal building. 5. Rehabilitation of the apron connecting to new terminal building.

Authorized Signature

Title Chair, Board of Supervisors

Date

MUNICIPAL RESOLUTION FOR
AVIATION CAPITAL PROJECT
RESOLUTION NUMBER : _____

Authorizing acceptance of a grant offer from the New York State Department of Transportation (NYSDOT) for work at the _____ Airport described as (project title) _____, PIN _____;

WHEREAS the (Town/County) desires to advance the Project(s) by committing funds for the local match, the funding shares being:

State: \$ _____; Local \$ _____; Other \$ _____; and Total \$ _____;

(Add federal funds/other funds sources as appropriate)

RESOLVE, that the (Town/County) hereby approves the above subject Project; and it is hereby further

RESOLVED, that the (Title) of the (Sponsor) be and is hereby authorized to execute all necessary Agreements on behalf of the (Town/County) with NYSDOT in connection with the Project, and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

STATE OF NEW YORK)

) SS:

COUNTY OF)

I, _____, Clerk of _____, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of _____, New York, this _____ day of _____, 2022.

(Clerk, _____)



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: September 27, 2022

COMMITTEE: Buildings & Grounds

RE: Clark Patterson Lee contract amendment

1. Is a Resolution Required:

Yes, Contract Amendment

2. Proposed Resolution Title:

Clark Patterson Lee contract amendment

3. Specific Details on what the resolution will authorize:

Authorize an amendment to the contract with Clark Patterson Lee in the amount of \$30,000 for professional services associated with the County's Family Court expansion project and amend the budget in relation thereto.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.0599.B	Appropriated Fund Balance	\$30,000

Expense

Account Number	Account Name	Amount
A.50.000-7094	Bldg Components Realty	\$30,000

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
\$30,000			

5. Identify Budget Impact:

Other

- a. G/L line impacted **Noted above**
- b. Budget year impacted **2022**
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other CPL proposal for final design services, copy of Amendment #1

10. Remarks:

The Board authorized a contract with CPL in the amount of \$147,000 as part of Resolution 139 of 2022 for a facilities study. In July, DPW authorized an amendment up to 10% of the original contract amount for preliminary design of the state mandated Family Court expansion to accommodate an additional Family Court Judge. CPL has submitted a proposal in the amount of \$30,000 to complete final design and construction administration tasks for completion of Family Curt expansion. Total contract amount, including the \$30,000 amendment, is \$191,700.

September 27, 2022

Mr. Thomas A. Speziale
Deputy Commissioner
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

**RE: AMENDMENT PROPOSAL
Facility Assessment Study, 22-SCFAS-1**

Dear Tom:

In accordance with our discussions, we are pleased to submit a proposal for additional services related the ongoing Facility Assessment Study.

It is our understanding that the County needs to temporarily relocate up to (20) court-related staff to provide room for a new incoming Family Court Judge. Staff will be relocated to temporary modular units, which are anticipated to be located on-site near Building #2.

The existing space within Building #2 will be reconfigured to accommodate the new Judge, support staff, and court functions. We have previously submitted a proposal for Concept/Schematic level of design. To complete the project will require additional detail to provide design drawings to the county to implement the Site Work, Modular Building Utility connections, Interior renovations of Building 2, and coordination of the Modular Building delivery.

Scope of Work

Based on our understating of the project needs, we anticipate the following scope of work to be added to the existing Agreement.

- Plans and necessary detail for Design/Build of the Building 2 renovations, with County Building and Grounds acting as the Builder.
- Site detail to connect utilities and support the new modular building.
- Finalized plan for interior of module.
- Coordination of Module delivery and setup.

Fee Proposal

CPL will provide the Scope of Work described above for a Lump Sum Fee of **\$30,000**

We appreciate the opportunity to submit our proposal for this additional work, and we and look



Thomas A. Speziale
Saratoga County DPW
September 27, 2022
Page 2 of 2

forward to assisting you as needed. If you have any questions or require additional information, please contact me at (518) 915-7444.

Very truly yours,

CPL

Matthew T. Smullen, P.E.
Principal



SARATOGA COUNTY CONSULTANT AGREEMENT AMENDMENT

Rev. (12/6/21)

PROJECT : Facility Assessment Study, 22-SCFAS-1

CONSULTANT: CPL Architects, Engineers, Landscape Architect and Surveyor, DPC
30 Century Hill Drive, Suite 104
Latham, New York 12210

Amendment Number: 1
Initiation Date: 7/14/2022
Consultants Project Number: 16706.00
Contract For: Facility Assessment Study
Contract Date: 3/27/22

You are directed to make the following amendment to the Consultant Agreement:

Additional services related to the ongoing Facility Assessment Study and the temporary relocation of court related staff to provide room for a new incoming Family Court Judge pursuant to the attached Amendment Proposal dated July 12, 2022 from CPL.

Not Valid until signed by both the Owner and Consultant.
Signature of the Consultant indicates his agreement herewith, including any adjustment in the contract sum or contract time.

The original contract sum was:	\$ 147,000.00
Net change by previously authorized amendments:	\$ -
The contract sum prior to this amendment was:	\$ 147,000.00
The contract sum will be increased by this amendment amount:	\$ 14,700.00
The new contract sum including this amendment:	\$ 161,700.00
The contract time will be unchanged by:	Zero Days

CONSULTANT:
CPL Architects, Engineers, Landscape Architect and Surveyor, DPC
30 Century Hill Drive, Suite 104
Latham, New York 12210

OWNER:
Saratoga County
40 McMaster Street
Ballston Spa, N.Y. 12020

By: Matthew T. Smullen
Name: Matthew T. Smullen
Title: Principal
Date: 7/21/2022

By: Thomas A. Speziale
Thomas A. Speziale
Deputy Commissioner of Public Works
County Bid No: 22-SCFAS-1
Date: 7/21/22

Notice – This document may not be modified without the permission of an authorized representative of Saratoga County

July 12, 2022

Mr. Thomas A. Speziale
Deputy Commissioner
Saratoga County Department of Public Works
3654 Galway Road
Ballston Spa, NY 12020

**RE: AMENDMENT PROPOSAL
Facility Assessment Study, 22-SCFAS-1**

Dear Tom:

In accordance with our discussions, we are pleased to submit a proposal for additional services related the ongoing Facility Assessment Study.

It is our understanding that the County needs to temporarily relocate up to (20) court-related staff to provide room for a new incoming Family Court Judge. Staff will be relocated to temporary modular units, which are anticipated to be located on-site near Building #2.

The existing space within Building #2 will be reconfigured to accommodate the new Judge, support staff, and court functions.

Scope of Work

Based on our understating of the project needs, we anticipate the following scope of work to be added to the existing Agreement.

- Investigate alternatives for up to (3) modular building configurations to be placed on site near Saratoga County Building #2.
- Interview key County and Courts personnel to evaluate the temporary needs of the staff to be relocated.
- Prepare schematic site and utility drawings for the proposed modular building alternative.
- Interview Courts personnel to evaluate the space needs for the new Family Court Judge, support staff, and court functions.
- Prepare schematic floor plans for the proposed reconfiguration of existing spaces, which will be utilized for new family court functions.

Fee Proposal

CPL will provide the Scope of Work described above for a Lump Sum Fee of **\$14,700**

We appreciate the opportunity to submit our proposal for this additional work, and we and look



Thomas A. Speziale
Saratoga County DPW
July 12, 2022
Page 2 of 2

forward to assisting you as needed. If you have any questions or require additional information, please contact me at (518) 915-7444.

Very truly yours,

CPL

Matthew T. Smullen, P.E.
Principal