



# Schenectady County Legislature

## Committee on Rules

*Hon. Philip Fields, Chair*

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: April 7, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Rules  
Honorable Philip Fields, Chair  
Tuesday, April 11, 2023 at 7:00p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	19 A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP	The Committee on Rules	Legislator McGill
R	20 A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY TELECOMMUNICATORS WEEK 2023	The Committee on Rules	
R	21 A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH	The Committee on Rules	Legislator Pratt
R	22 A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM	The Committee on Rules	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
R	23 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT	The Committee on Rules	
R	24 A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ALBANY VENTURES, INC. FOR SPACE FOR THE OFFICE OF THE SCHENECTADY COUNTY PUBLIC DEFENDER	The Committee on Rules	
R	25 A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS	The Committee on Rules	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 19

**Title of Proposed Resolution:**

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

**Purpose and General Idea:**

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

**Summary of Specific Provisions:**

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION CONGRATULATING THE CATHOLIC CENTRAL SCHOOL BOYS' BASKETBALL TEAM ON WINNING THEIR REGIONAL CHAMPIONSHIP

**Sponsor:** The Committee on Rules

**Co-Sponsor:** Legislator McGill

**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 20

**Title of Proposed Resolution:**

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY  
TELECOMMUNICATORS WEEK 2023

**Purpose and General Idea:**

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY  
TELECOMMUNICATORS WEEK 2023

**Summary of Specific Provisions:**

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY  
TELECOMMUNICATORS WEEK 2023

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION CELEBRATING APRIL 9TH – 15TH AS PUBLIC SAFETY  
TELECOMMUNICATORS WEEK 2023

**Sponsor: The Committee on Rules**

**Co-Sponsor:**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 21

**Title of Proposed Resolution:**

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

**Purpose and General Idea:**

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

**Summary of Specific Provisions:**

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION PROCLAIMING APRIL 2023 AS AUTISM ACTION MONTH

**Sponsor:** The Committee on Rules

**Co-Sponsor:** Legislator Pratt

**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 22

**Title of Proposed Resolution:**

A RESOLUTION AWARDDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM

**Purpose and General Idea:**

Authorizes County Initiative Program (CIP) grants as recommended by a review committee.

**Summary of Specific Provisions:**

Please see the attached list of awardees and their monetary recommendation for CIP funds.

**Effects Upon Present Law:**

None.

**Justification:**

In keeping with the CIP, this resolution effectuated grants to support events which promote Schenectady County and contribute to the quality of life of its residents.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**



**RESOLUTION 55-23**

*Sponsored by the Committee on Rules:*

**A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2023 COUNTY INITIATIVE PROGRAM**

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows:

**WHEREAS**, the Schenectady County Initiative Program Advisory Committee has completed its review of the 2023 applications for funding local arts organizations and programs; and

**WHEREAS**, numerous applications were reviewed and considered for funding under the 2023 County Initiative Program; and

**WHEREAS**, the Advisory Committee recommends that \$60,000.00 in public benefit service agreements be funded based upon artistic merit, feasibility to complete programs, and public benefit; and

**WHEREAS**, the following organizations have been recommended for funding in the amounts indicated, to wit:

<b>Organization</b>	<b>Program</b>	<b>2023 Funding Recommendation</b>
Schenectady County Historical Society	Fall Foliage Festival	\$ 4,000

440 State St. Inc	29th annual Kids Arts Festival	\$ 4,000
Cycle Schenectady	Color the Canal: Flight Paths	\$ 2,500
Hamilton Hill "Drop-In" Arts and Crafts Center, Inc.	Juneteenth: A Celebration of Freedom	\$ 3,000
Freedom Park Foundation	Freedom Park Concert	\$ 3,500
Schenectady Hindu Temple and Community Center	Schenectady Caribbean Day	\$ 3,000
Empire State Youth Orchestra	Chime Performance	\$ 2,000
Town of Glenville	Glenville Oktoberfest	\$ 1,500
New York Folklore Society	Artists in the Gallery Series and the Pan African Orchestra	\$ 2,000
Schenectady Greenmarket	Schenectady Greenmarket Music Stage	\$ 1,250
United Jewish Federation of Northeastern New York	Chanukah on Jay (COJ Street)	\$ 2,000
CREATE Community Studios	CREATE Together	\$ 1,000
Niskayuna Community Action Program - Niska Day	Niska-Day	\$ 1,500
Musicians of Ma'alwyck, Inc.	Zoellner String Quartet Project with Lady Alexandra Foley	\$ 1,250
Town of Niskayuna	Town of Niskayuna Summer Concert Series	\$ 1,500
The Young Musician's Forum Inc.	Young Musician's Forum Concert Series	\$ 1,250
Town of Rotterdam	Town of Rotterdam Summer Concert Series	\$ 1,500
City of Schenectady Development Department - Jazz on Jay	Jazz on Jay Concert series	\$ 2,200



Robert & Dorothy Ludwig JCC of Schenectady on the Golub Family Campus, Inc.	Summer Art Fair and Exhibit	\$ 1,750
Duanesburg Education Foundation	Duanesburg Missoula Summer Theater Program and Performances	\$ 800
Upper Union Street BID	Upper Union Street Festivals	\$ 1,000
City of Schenectady - Music Haven	Shakespeare in the Park	\$ 2,000
Downtown Schenectady Improvement Corporation	Downtown Schenectady Fall Spooktacular	\$ 2,000
Mohawk Hudson Land Conservancy, Inc.	Schenectady Nature Bus	\$ 1,000
A Place For Jazz. Ltd.	A Place For Jazz 2023 Fall Concert Series	\$ 1,000
Empire State Aero-sciences Museum	National Aviation Weekend	\$ 2,000
Boys & Girls Clubs of Schenectady, Inc.	Steinmetz Park Family Fun Day	\$ 1,000
Schenectady Symphony Orchestra	"A Night on Broadway" featuring the Schenectady Symphony Orchestra and special guests	\$ 1,750
Mohawk Valley Society for Live Music	Porch Fest 2023	\$ 2,000
Scotia Business Improvement District	Fireworks Celebration	\$ 1,000
C.O.C.O.A. House	50 yr. Anniversary of Hip Hop: The Evolution of Hip Hop	\$ 1,500
Albany Barn, Inc.	Fiber Arts Market	\$ 500
Tri-City BMX, Inc.	2023 Tri-City BMX State Race Qualifier Weekend	\$ 500

Strong O.W.L.S Inc.	Angela Williams	\$	500
Rotterdam PBA	National Night Out 2023	\$	500
My Daughters and Me MDAM My Sons and Me MSAM INC	Community of Unity Back to School Bash 2023	\$	250
Total		\$	60,000

; now, therefore, be it

**RESOLVED**, that public benefit service agreements with the organizations and in the amounts hereinabove set forth be and they hereby are authorized; and, be it further

**RESOLVED**, that payment under each agreement shall be made in a manner, as determined by the Commissioner of Finance to the duly constituted and properly bonded disbursing officer of each organization upon submission of a verified account of disbursements as required by law; and, be it further

**RESOLVED**, that no County money shall be paid until memorandum receipts and/or public benefit service contracts, as may be required by the County of Schenectady, signed by the principal officer and disbursing officer of each organization agreeing to abide by the terms of this Resolution shall be delivered to the County Commissioner of Finance.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 23

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hanger Project.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$421,000 for the 4-unit Flex-Pod Hanger Project.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4-Unit Flex-Pod Hangar.

CAPITAL BUDGET

Increase Capital Project 5610190047

Increase Appropriation Code By:		
H545610.401000	4 Unit Flex-Pod	\$421,000

Increase Revenue Codes By:		
H93333.5710	Obligation Serial Bonds	\$421.000

I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

This project is already included in the 2023 Capital Budget, but there have been additional costs associated with the hangar's foundation, electrical work, signage, internet wiring, and the design and construction of the classroom space that will be utilized by the Schenectady County Community College's Aviation Program.

**Sponsor:** The Committee on Rules  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY



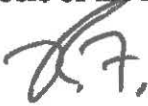
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Paul Sheldon, Director of Public Works  
Jaclyn Falotico, Commissioner of Finance

**Date:** April 7, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hangar Project

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Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to amend the 2023 Capital Budget in the amount of \$421,000 for the 4 Unit Flex-Pod Hangar Project. This project is already included in the 2023 Capital Budget, but there have been additional costs associated with the hangar's foundation, electrical work, signage, internet wiring, and the design and construction of the classroom space that will be utilized by the Schenectady County Community College's Aviation Program.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

## **Schenectady County**

### **Inter-Department Memorandum**

**DATE:** April 7, 2023

**TO:** Rory Fluman, County Manager

**FROM:** Paul Sheldon, Director of Public Works

**COPIES:** File

**SUBJECT:** Change Orders – Flex Pod Hangar Development  
Schenectady County Airport

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The following change orders require legislative approval for the Flex Pod Hangar Development project located at the Schenectady County Airport.

- **CHA Design Contract** – Due to the additional time needed to review the revised building loads and foundation plan for Plank Construction, our design consultant has consumed considerably more than originally budget resulting in an overage on the structural design and project management services. The additional cost to cover the remaining design and project oversight work needed to complete the project is \$14,980.00
- **Flex Electric** – National Grid is requesting that power for the Flex Pod hangar be connected to a utility pole further from the building than originally anticipated. The work requires an additional 460 lineal feet of electrical conduit as well as the labor to install it. The additional project cost is \$26,102.00.
- **Plank Construction** – Plank construction will be supplying the excavation, concrete encasement and backfill for the installation of the 460 feet of electrical conduit needed for Flex Electric. The additional project cost is \$33,348.51.
- **Plank Construction** – Schenectady County Community College will be utilizing one of the hangar spaces for a classroom for the Aviation program. The space was designed by C2 Architects. The work includes all finishes, doors, flooring, base molding, bathroom fixtures, electrical, etc. for a completed classroom space. Total cost of this work is \$140,147.00.
- **Plank Construction** – Water and sewer line connections are required for the proposed classroom space in the hangar. The work will include all excavation, backfill, pipes, taps, equipment and labor to connect water and sewer from the public mains to the proposed building. Total cost of this work is \$52,258.00.
- **C2 Architects (Facilities)** – The Schenectady County Facilities Department, at our request, hired C2 Architects to design classroom space for the SCCC Aviation program at the proposed FlexPod Hangar. They provided full construction documents detailing the design for cost estimating as well as for obtaining required permits for construction. The total cost of this work was \$5,800.00.

- **Building Finishes / Contingency** – The contract contingency will allow for the timely approval and completion of authorized extra work that is required to fulfill the intent of the contract documents. This change will also provide funding for miscellaneous work such as classroom finishes, internet wiring, landscaping and signage. \$148,364.49.

The total cost for the project changes is \$421,000.00. The proposed work listed above is necessary for the completion of the Flex Pod Hangar.

We recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance  
**DATE:** April 6, 2023  
**SUBJECT:** Capital Budget Amendment – 4 Unit Flex-Pod Hangar (Revised)

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The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4 Unit Flex-Pod Hangar.

CAPITAL BUDGET

Increase Capital Project 5610190047

Increase Appropriation Code By:

H545610.401000	4 Unit Flex-Pod	<u>\$421,000</u>
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Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	<u>\$421,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Flex Pod  
Sewer and Water hookups  
4/6/2023**

Operator \$103.00  
Laborer \$79.00

Description	Quantity	Unit	Material Total	Labor Total	Equipment Total	Subcontractor Cost	Total Cost	Notes
Water			\$ -	\$ -	\$ -		\$ -	
Excavate / BF ditch	75	lf	\$ -	\$ 5,250.00	\$ 980.00		\$ 6,210	
Directional Drill	75	lf	\$ -	\$ -	\$ -	\$ 4,450.00	\$ 4,450	Syracuse Utilities
Tri Valley plumbing	1	ls	\$ 5,000.00	\$ 2,500.00	\$ -		\$ 7,500	
Bedding sand (1.5)	6	cy	\$ 102.00	\$ -	\$ -		\$ 102	
Excess (1.3)	4	icy	\$ -	\$ -	\$ -	\$ 60.00	\$ 60	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
Sewer			\$ -	\$ -	\$ -		\$ -	
Exc / BF ditch	80	lf	\$ -	\$ 5,600.00	\$ 1,749.60		\$ 7,350	
Shoring	1	ls	\$ -	\$ 3,000.00	\$ 190.00	\$ 3,000.00	\$ 6,190	
Directional Drill	80	lf	\$ -	\$ -	\$ -	\$ 7,580.00	\$ 7,580	Syracuse Utilities
Tri Valley plumbing	1	ls	\$ 2,800.00	\$ 2,800.00	\$ -		\$ 5,500	
57 s/n (1.95)	18	ln	\$ 320.00	\$ -	\$ -		\$ 320	
Excess (1.3)	12	icy	\$ -	\$ -	\$ -	\$ 180.00	\$ 180	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	
			\$ -	\$ -	\$ -		\$ -	

Subtotal \$ 45,442  
 Plank OH & P (16%) \$ 6,816  
 Final Total \$ 52,258





January 30, 2023

Mr. Peter Knutson  
Director of Engineering  
Engineering & Public Works  
100 Keller Avenue  
Schenectady, NY 12306

**RE: Extra Work Authorization Proposal for Foundation Concerns/Flex-Pod Hangar (NYSDOT Aviation Grant) at the Schenectady County Airport. Project # 064859**

Dear Mr. Knutson,

#### **Project History**

Schenectady County hired CHA and subsequently Watt's Structural Engineer department, to provide design documents for their new hangar building. In a separate agreement, CHA and Watts were later hired to provide Construction Administration (CA) services for the project.

At the time CHA and Watts were engaged for CA, the County had already selected a Contractor, and accepted a pre-engineered metal building (PEMB) submittal, likely to decrease the delay in building fabrication. The building had a larger footprint and a different framing and bracing system than the basis of design building shown on the Bid Documents. As a result, the foundations needed to be redesigned to fit the proposed building.

The Contractor submitted a new foundation design, stamped by a NY licensed Professional Engineer. The submitted design changed not only those items needed to fit the proposed building but also economized on items throughout.

Watts noted that the submitted building did not conform to all the building load requirements of the Bid Documents. The Contractor correctly replied that the load requirement in question was not strictly required by the NYS Building Code but was instead subject to professional judgement. The Contractor is correct regarding minimum standards, the Bid Documents specified a higher standard due to the transient nature of the building occupants and resulting lack of consistent reliable building operation. The County then directed the Contractor to provide a building that met the load requirements as shown on the Bid Documents.

The Contractor halted foundation construction and began modifying the building components to conform to the increased loading. The revised building now requires larger foundations in some locations than originally proposed to support the upgraded building loads. The Contractor submitted proposed modifications to salvage the areas already constructed.

Watts has reviewed three separate Contractor submissions of proposed repair plans and have continually found unacceptable omissions and/or errors in each submission.

The contractor has recently stated that they will now remove all existing foundations and they have sent a fourth submittal for a new foundation design to CHA for Watts to review.

Due to the contractor's building load and foundation issues the CHA Team has consumed considerably more time than budgeted resulting in an overage on the structural design and project management services. We are requesting a total extra work authorization of \$14,980. This includes time for Watts Architects and Engineers and CHA staff time. Please see the hourly fee breakdown attached.

CHA appreciates the opportunity to work with the Schenectady County Department of Public Works and the Schenectady County Airport. If there are any questions, please contact me at 518.453.4592

Sincerely,



**John P. DeBalso C.M., ACE, ASC**  
**Aviation Facilities Design Manager**  
**Senior Project Manager**

**C: Jeremy P. Martelle C.M., ACE, ASC, Associate Vice President**  
**Northeast Aviation Design Team Leader**







## Change Proposal Request

CHA Companies

Date: 8/30/2022  
 Flex Job No. 22-05  
 Flex Proposal No. CPR #1

Attn: Andrew Pappalardo

Owner Request No.

Re: Schenectady County Flex Pod Hangar

Change Proposal Cost: **\$26,102**

Enclosed is our detailed cost breakdown for the work associated with extending the electrical service primary conduits to National Grid pole #3-5 per updated drawings dated 7/22/22. This also includes extending the spare conduit. Please note this does not include the primary cable as National Grid installs their own which will be reflected in the utility charges provided to the customer. Excludes excavation, backfill, concrete encasement, and restoration.

Summary:	A. Labor	\$	9,204.26
	B. Equipment	\$	-
	C. Material	\$	12,576.95
	D. Others	\$	497.31
	E. Subcontractors	\$	-
	<b>Subtotal</b>	<b>\$</b>	<b>22,278.52</b>
	Overhead	10%	\$ 2,227.85
	<b>Subtotal</b>	<b>\$</b>	<b>24,506.37</b>
	Profit	5%	\$ 1,225.32
	Sales Tax on Material ONLY	0%	\$ -
	Sales Tax on Rentals ONLY	8%	\$ -
	<b>Subtotal</b>	<b>\$</b>	<b>25,731.69</b>
	Bond	1.44%	\$ 370.54
	<b>Grand Total</b>	<b>\$</b>	<b>26,102.22</b>
	<b>Quote</b>	<b>\$</b>	<b>26,102</b>

If you would like Flex Electric to complete this additional work, please issue a change order in the amount of Twenty Six Thousand One Hundred Two Dollars and 00/100. (26,102.00)

2431 3rd Avenue, Watervliet, NY 12189 (518) 449-1407 [www.flexelectric.com](http://www.flexelectric.com)



CHA Companies  
8/30/2022  
CPR #1

	Hours		Rate	Totals
<b>A. Labor</b>				
I. ** Project Supervision	4.64	@ \$	49.50	\$ 229.53
II. * Foreman	9.27	@ \$	49.50	\$ 459.06
Journeyman	92.74	@ \$	45.00	\$ 4,173.30
Fringe Benefits	102.01	@ \$	30.76	\$ 3,137.95
Insurance / Taxes	26%	@ \$	-	\$ 1,204.41
Other		@ \$	-	\$ -
		<b>Total</b>		<b>\$ 9,204.26</b>
<b>B. Equipment</b>				
Rental	0	@ \$	-	\$ -
Other	0	@ \$	-	\$ -
		<b>Total</b>		<b>\$ -</b>
<b>C. Material</b>				
Material				\$ 12,576.95
Material Quote				\$ -
Freight				\$ -
Expediting Charges				\$ -
		<b>Total</b>		<b>\$ 12,576.95</b>
<b>D. Others</b>				
	No. of Trips		Per Trip	
Travel	0	@ \$	-	\$ -
Living Expenses	0	@ \$	-	\$ -
Truck Expenses	1	@ \$	75.00	\$ 75.00
Warehouse / Driver Exp	1	@ \$	45.00	\$ 45.00
(3% of Material Cost) Tool / Equipment Exp	3%	@ \$	-	\$ 377.31
Other	0	@ \$	-	\$ -
		<b>Total</b>		<b>\$ 497.31</b>
<b>E. Subcontractors</b>				
1.				\$ -
2.				\$ -
3.				\$ -
		<b>Total</b>		<b>\$ -</b>

\*\* 5% of Journeyman Hours

\* 10% of Journeyman Hours

Job ID: 22-05  
 Project: Flex Pod Hanger



**Summary by Subtotal**

Vendor CHANGE ORDERS		Labor Level CHANGE ORDER		30 Aug 2022 7:57:27	
Subtotal 1 - GRC					
Item # 830	Quantity LHM	Mat Unit	Mat Percent	Lab Unit	Lab Percent
1000 4	480.00 FT	28.8761	13,576.96	0.2016	92.74
			13,576.96		0.00
	Subtotal total:		13,576.96		0.00
	Phase/Group total:		13,576.96		0.00
	Job total:		13,576.96		0.00
Grand Material, Quote, Equipment, and Subcontract Total:					13,576.96

Flex Electric, LLC  
 2431 3rd Avenue  
 Watervliet, NY 12189  
 Phone: 518-449-1407  
 Web:



376 BROADWAY, 3RD FLOOR  
 SCHENECTADY, NY 12305  
 Ph : 518-344-5400

**Change Request**

**To: PETER KNUTSON**  
 COUNTY OF SCHENECTADY ENGINEER  
 100 KELLER AVENUE  
 SCHENECTADY, NY 12305  
 Ph: (518)356-5340 x3232 Fax: (518)357-9547

**Number: 5**  
**Date: 2/15/23**  
**Job: 2022003 FLEX POD HANGAR DEVELOPMENT**  
**Phone:**

**Description: IB-001 Secondary Electrical Service Excavation & Backfill.**

We are pleased to offer the following specifications and pricing to make the following changes:

Provide all labor, materials, equipment and supervision required to furnish and install the following,

- Excavation, Concrete Encasement and backfill with existing soils approximately 315 LF of New Primary Electrical trenches to new utility transformer in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.
- Furnishing and installing new Pre-Cast Concrete Transformer Pad in accordance with the contract documents.
- Excavation and backfill with existing soils approximately 16 LF of New Secondary Electrical trenches from the New Transformer to the Flex Pod Hanger Building in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.
- Excavation and backfill with existing soils approximately 160 LF of New Secondary Electrical trenches from the New Transformer to the existing "T" Hanger in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.

This Change Order Request includes the following Assumption, Clarification and Exclusions:

- Bank Run Gravel & Select Fill material as shown in detail 3 on drawing E501 are excluded. It is assumed that the existing material can be compacted to 95% and the excavated material can be utilized to backfill over the duct bank.
- Concrete Encased Duct bank will not be formed, it will be trench pour with no steel reinforcement.
- Purchase of new Transformer Containment Curb is excluded (Not Shown on Documents)
- Furnishing and installing all electrical conduits, electrical wiring, grounding grid or grounding rod are excluded.
- Removals of existing transformers, poles, conduits, wires etc are excluded.
- It is assumed that a Pre-Cast Concrete Pad for the Transformer will be acceptable in lieu of the Cast In Place Concrete Pad shown in detail 2 on drawing E501.
- We have assumed and included ten (10) Steel Bollard with covers to be installed around the new Transformer.

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL DITCH	\$9,161.00	\$13,875.00	\$4,375.00	\$1,092.00		\$28,503.00
					Subtotal:	\$28,503.00
			INSURANCE	\$28,503.00	2.00%	\$570.06
			OVERHEAD	\$28,503.00	10.00%	\$2,850.30
			PROFIT	\$28,503.00	5.00%	\$1,425.15
					Total:	\$33,348.51



378 BROADWAY, 3RD FLOOR  
SCHENECTADY, NY 12306  
Ph : 518-344-8400

**Change Request**

To: PETER KNUTSON  
COUNTY OF SCHENECTADY ENGINEER  
100 KELLER AVENUE  
SCHENECTADY, NY 12306  
Ph: (518)358-5340 x3232 Fax: (518)357-9547

Number: 6  
Date: 2/15/23  
Job: 2022003 FLEX POD HANGAR DEVELOPMENT  
Phone:

Please note that PLANK LLC will require an extra 5 days.  
If you have any questions, please contact me at .

Submitted by:

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_



**Flex Pod Hangar  
Plank Project No. 2022.003  
Proposal Recap Sheet**

**Proposal No.: IB-001**

**Date: 2/15/2023**

**Plank Work**

Direct field labor	\$0,161
Field office labor	\$0
<b>Total Raw Labor</b>	<u>\$0,161</u>

Material	\$13,876
Equipment	\$4,375
Sales Tax - 0%	\$0
Field office expenses	\$0

**Total Plank Work** **\$27,411**

**Subcontractor Work** **\$1,092**

**Total Subcontractor Work** \$0

**Total Work** **\$28,503**

**Flex Pod Hanger  
 Plank Project No. 2022.003  
 Proposal Recap Sheet**

Proposal No.: IB-001

Date: 2/15/2023

**1. Plank Labor**

Description of Work	Classification	Quantity	Unit	Cost/unit	Total Cost
IB-001 Work	Operators	48.85	hrs	103.00	\$5,113.25
IB-001 Work	Laborers	54.70	hrs	74.00	\$4,047.80
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Plank Labor Total</b>		<b>104.35</b>	<b>hrs</b>		<b>\$9,161.05</b>

**2. Plank Material**

Description	Quantity	Unit	Cost/unit	Total Cost
Concrete & Imported Backfill & Transformer Pad	1.00	lsun	13,875.00	\$13,875.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
<b>Plank Material Total</b>				<b>\$13,875.00</b>

**3. Plank Equipment**

Description	Quantity	Unit	Cost/unit	Total Cost
Excavator, Sldd Steer etc.	1.00	lsun	4,375.00	\$4,375.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
			0.00	\$0.00
<b>Plank Equipment Total</b>				<b>\$4,375.00</b>

**Flax Pod Hangar  
Plank Project No. 2022.003  
Proposal Recap Sheet**

Proposal No.: IB-001

Date: 2/15/2023

**4. Plank Field Office Labor**

Description of Work	Classification	Quantity	Unit	Cost/unit	Total Cost
Project Supervisor	Supervisor	0.00	HRS	0.00	\$0.00
Project Executive	Executive	0.00	HRS	0.00	\$0.00
Project Manager	Project Manager	0.00	HRS	0.00	\$0.00
Administration	Clerk	0.00	HRS	0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
<b>Total Plank Field Office Labor</b>					<b>\$0.00</b>

**5. Plank Field Office Expenses**

Description	Quantity	Unit	Cost/unit	Total Cost
Insurance	0.00	ls	0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
<b>Total Plank Field Office Expenses</b>				<b>\$0.00</b>



**INFORMATION BULLETIN**

**PROJECT:** Schenectady County  
Flex Pod Hangar Development

**INFORMATION BULLETIN NO.:** 001

**DATE:** 7/26/22

**OWNER:** Schenectady County

**PROJECT NO.:** 64859

**CONTRACTOR:** Flex Electric

**CONTRACT NO.:** 1

**DESCRIPTION:** Electric Service Updates

See attached updated plans.

**ATTACHMENT(S):** E-102, E-501

**ACTION**

**SUPPLEMENTAL INSTRUCTIONS:** Implement the above instructions without change to the Contract Sum and/or Time.

**ISSUED:**

**ACCEPTED:**

**AUTHORIZED:**

**BY** Andrew Pappalardo 7/26/22  
CHA Date:

**BY:** \_\_\_\_\_  
Owner Date:

**BY:** \_\_\_\_\_  
Contractor Date:

**COPY:**

- Owner
- Architect
- Structural
- Civil
- Contractor
- Field
- Mechanical / Electrical
- Other



SCHENECTADY COUNTY  
DEPARTMENT OF AVIATION  
100 KELLEN AVENUE  
SCHENECTADY, NY 12309  
COUNTY CONTRACT NO. F02-2021-24

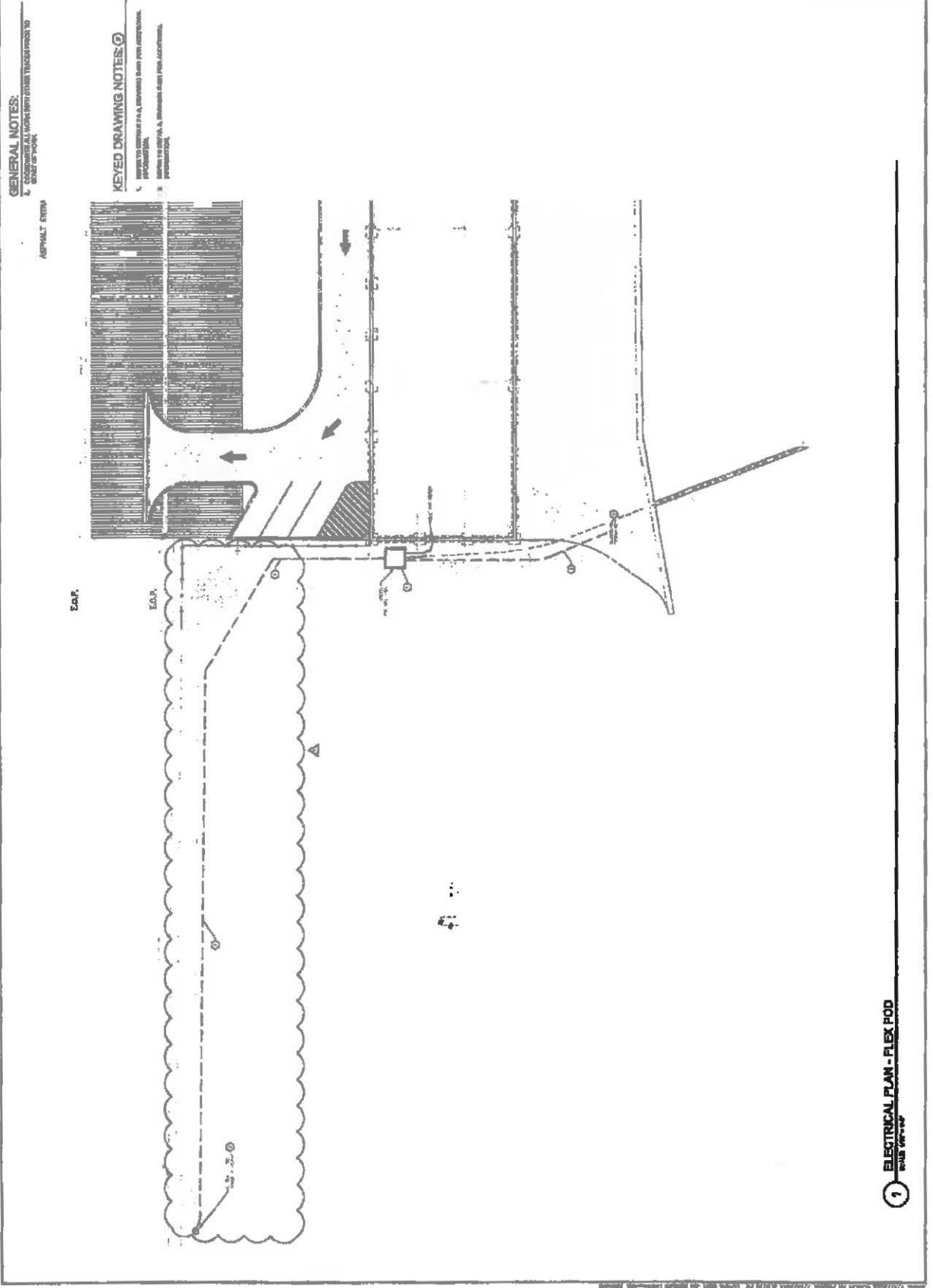


ISSUED FOR BID PLANS  
FOR  
FLEX-POD HANGAR  
DEVELOPMENT  
(PROJECT NUMBER: 20210001)

NO.	DESCRIPTION	DATE

ELECTRICAL  
SITE PLAN

Sheet No.  
**E-102**



**GENERAL NOTES:**  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).

**KEYED DRAWING NOTES:**  
1. REFER TO ELECTRICAL SYMBOLS LIST FOR IDENTIFICATION.  
2. REFER TO NOTES TO THE CONTRACT FOR ADDITIONAL INFORMATION.

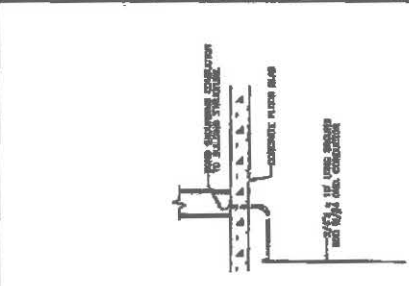
**1 ELECTRICAL PLAN - FLEX POD**

This drawing is the property of the County of Schenectady and shall not be used for any other project without the written consent of the County Engineer.

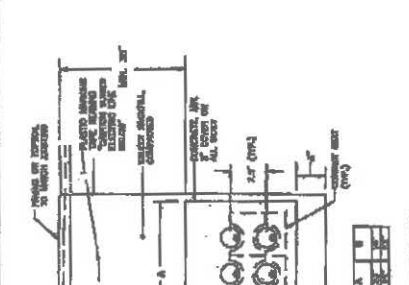
1	2	3	4	5	6	7	8	9	10

**ELECTRICAL DETAILS**

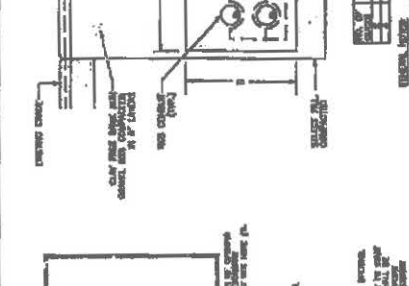
Project No.	2011-28	Sheet No.	E-501
Issue Date		Project Name	



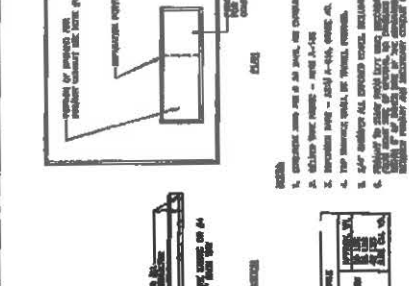
**1 LIGHT FIXTURE MOUNTING DETAIL**  
 SCALE NONE



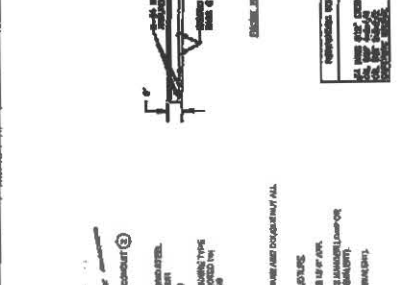
**2 EXTERIOR CONCRETE PAD DETAIL**  
 SCALE NONE



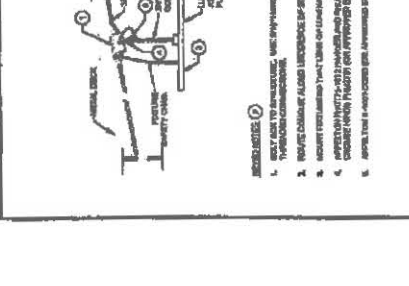
**3 UNDERGROUND DUCTBANK DETAIL**  
 SCALE NONE



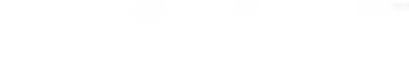
**4 STRUCTURE GROUNDING DETAIL**  
 SCALE NONE



**5 PANEL BOARD MOUNTING DETAIL**  
 SCALE NONE



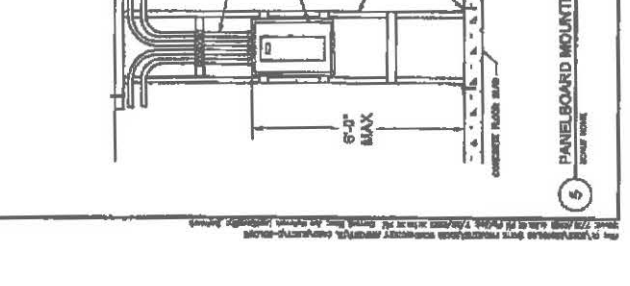
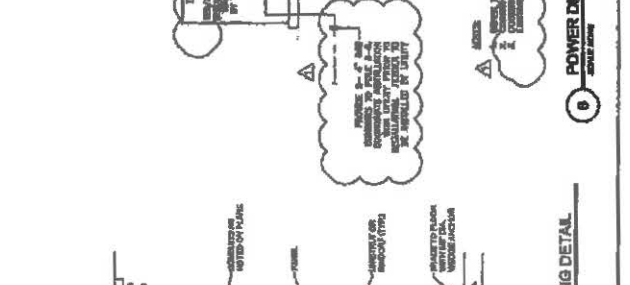
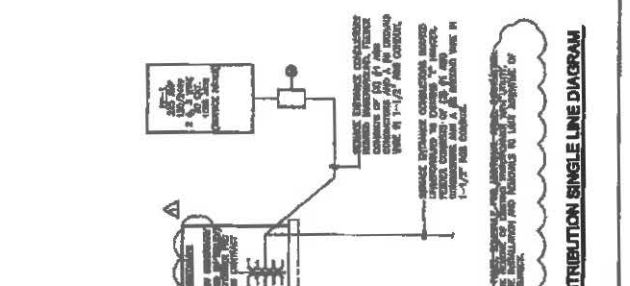
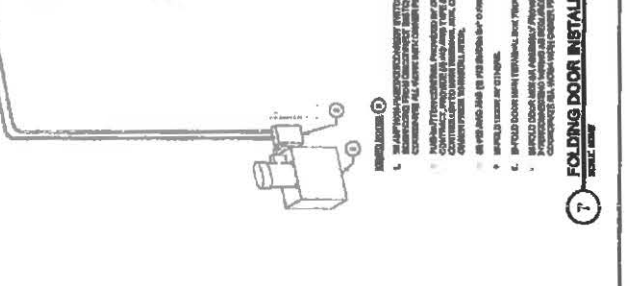
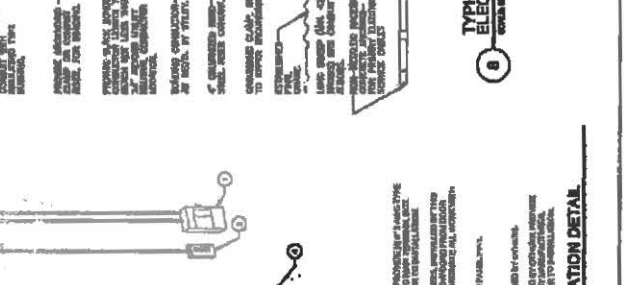
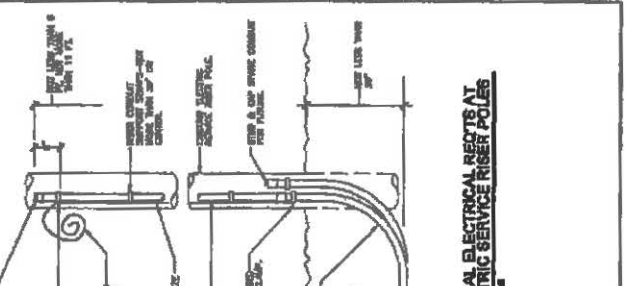
**6 POWER DISTRIBUTION SINGLE LINE DIAGRAM**  
 SCALE NONE



**7 FOLDING DOOR INSTALLATION DETAIL**  
 SCALE NONE



**8 TYPICAL ELECTRICAL NEEDS AT ELECTRIC SERVICE RIGER POLES**  
 SCALE NONE



NOT TO SCALE. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS AND MATERIALS. ALL DIMENSIONS ARE IN FEET AND INCHES. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS SHALL BE AS SHOWN IN THE ARCHITECTURAL DRAWINGS.



## CONSTRUCTION SERVICES

February 22, 2023

Peter Knutson  
Director of Engineering  
Engineer & Public Works.  
100 Kellar Avenue  
Schenectady, NY 12306

Peter,

Thank you for the opportunity to submit a proposal for your SCCC Interior Classroom Space. Our proposal is based on the Contract Documents dated 02-09-23 and the following scope of work.

### **GENERAL CONDITIONS:**

- Project management for all work performed by Plank LLC's employees and subcontractors only.
- Clean up and waste removal.
- Prevailing Wages.
- Bonds
- Union Labor and or Apprenticeship Program.

### **DOORS, WINDOWS AND HARDWARE:**

- Doors and Hardware in accordance with the contract documents

### **INTERIOR FINISHES:**

- Metal Framing, Gypsum Wall Board, ACT Ceilings, Taping & Finishing in accordance with the contract documents. This includes Fire Treated Plywood and in wall blocking.
- Flooring and Rubber Base in accordance with the contract documents.
- Painting in accordance with the contract documents.
- Toilet Accessories/Specialties in accordance with the contract documents.
- Wall Shelves and Brackets in accordance with the contract documents.
- Wall and Ceiling insulation as identified on the contract documents. Various Types based on wall and ceiling types.
- *This excludes all PEMB Wall and Roof Insulation, this was submitted by Plank LLC to Schenectady County on June 6<sup>th</sup>, 2022 under separate cover.*

### **PLUMBING:**

- Plumbing Systems in accordance with the contract documents.

### **HVAC:**

- HVAC System in accordance with the contract documents.

### **ELECTRICAL:**

- Electrical in accordance with the contract documents.
- (1) GFCI outlet in the bathroom has been included in this proposal.
- Ceiling Mounted Occupancy Sensor System included in lieu of Switch and Motion Sensor Combination.

- (2) Data Drops per desk has been included. Cabling will be coiled at a location within 30 ft of the office area.

•  
**EXCLUSIONS AND QUALIFICATIONS:**

- Excavation & Backfill, Concrete Work, Metals, Demolition, Elevator, Fire Sprinkler System, Furniture, Installation of Owner Provided Furniture,
- PEMB Insulation
- Data Rack, Data/IT Equipment, and Fiber/Internet Service.
- Sales Tax
- Permit.
- Temporary facilities:
  - Power, water and heat.
- Site engineering or municipal approvals and fees.
- Site utilities or Power Company charges.
- Special inspections, concrete or soils testing.
- Telephone or computer systems or wiring.
- Fire or security alarms.
- Testing or removal of hazardous materials.

**The total sum is in the amount of \$ 140,147.00**

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Plank LLC.



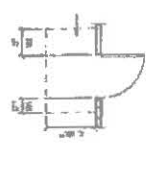




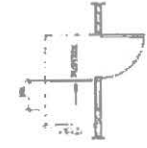


**ACCESSIBILITY DETAILS**

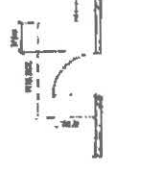
**1111** - 1500mm clear floor space in front of the seat to allow for wheelchair approach



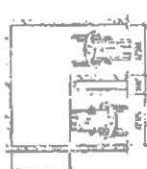
**1121** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach



**1131** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (different angle)



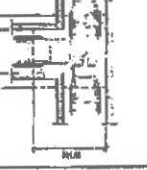
**1141** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table)



**1151** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table, different layout)



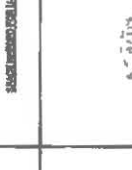
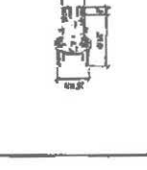
**1161** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table, another layout)



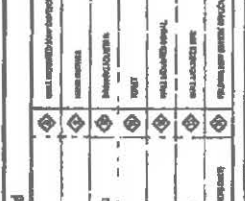
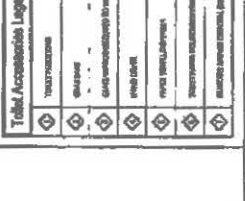
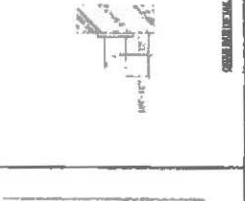
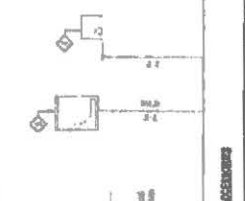
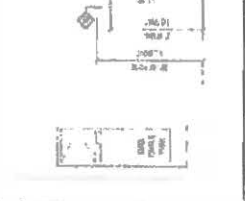
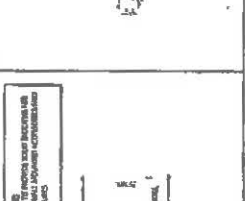
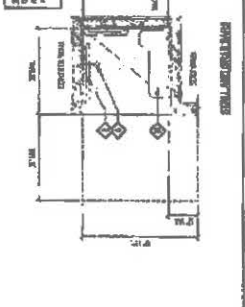
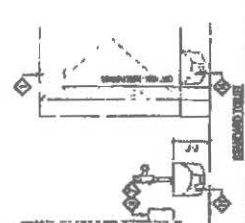
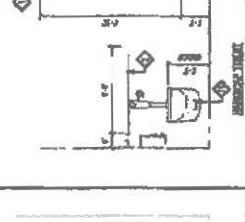
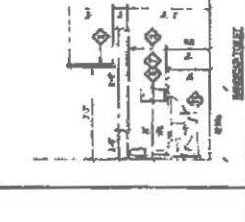
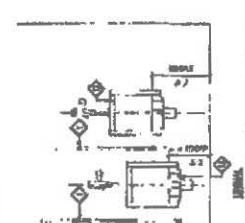
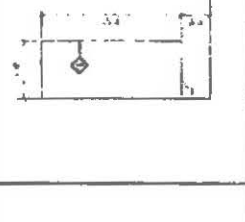
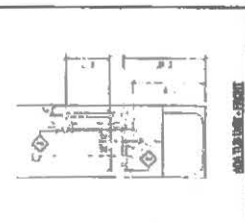
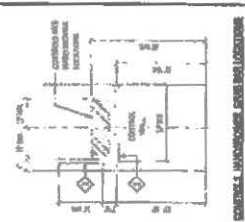
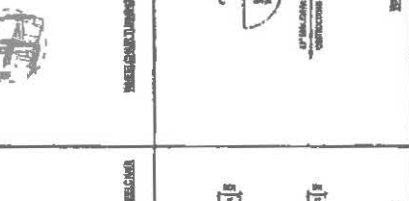
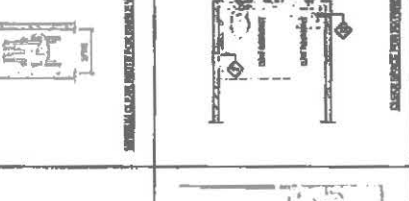
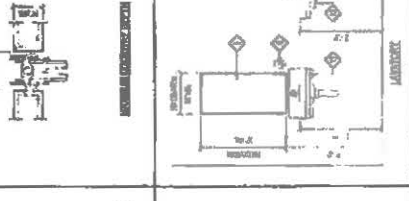
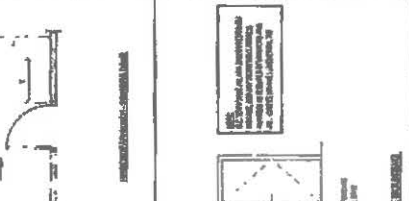
**1171** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table, yet another layout)



**1181** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table, final layout)



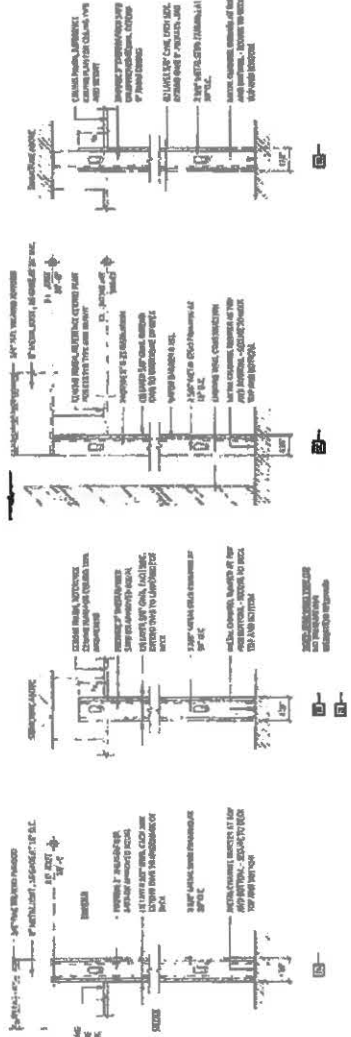
**1191** - 1500mm clear floor space to the side of the seat to allow for wheelchair approach (with table, detailed description)



**Ticket Accessibility Legend**

Ticket Accessibility	<input type="checkbox"/>	Not required for access
Ticket Accessibility	<input type="checkbox"/>	Not required
Ticket Accessibility	<input type="checkbox"/>	Not required
Ticket Accessibility	<input type="checkbox"/>	Not required
Ticket Accessibility	<input type="checkbox"/>	Not required
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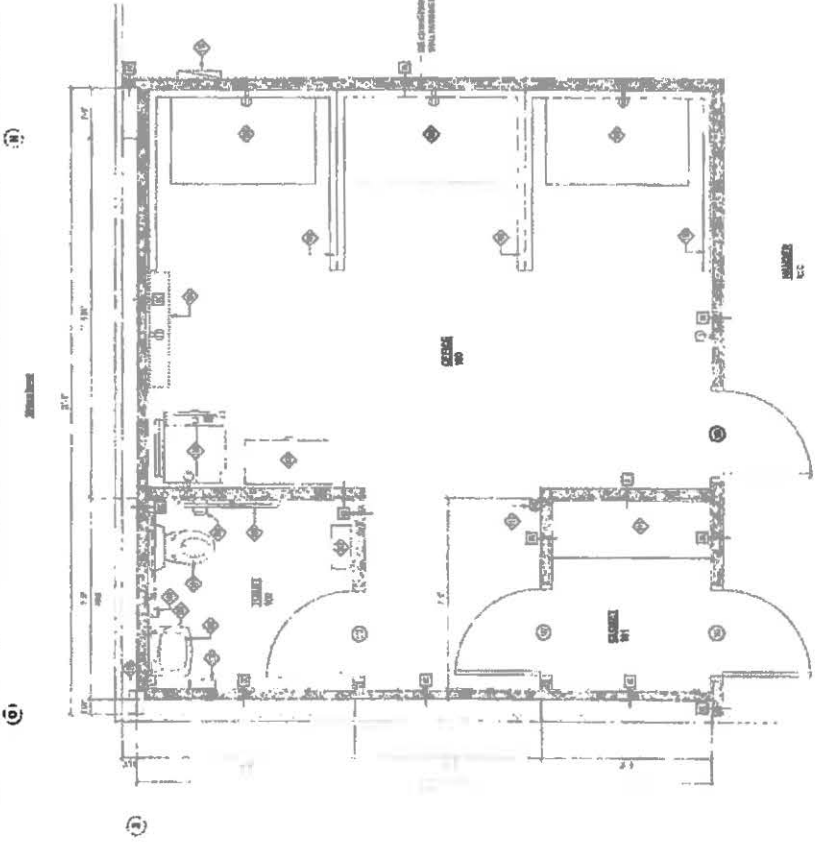
**Wall Types**



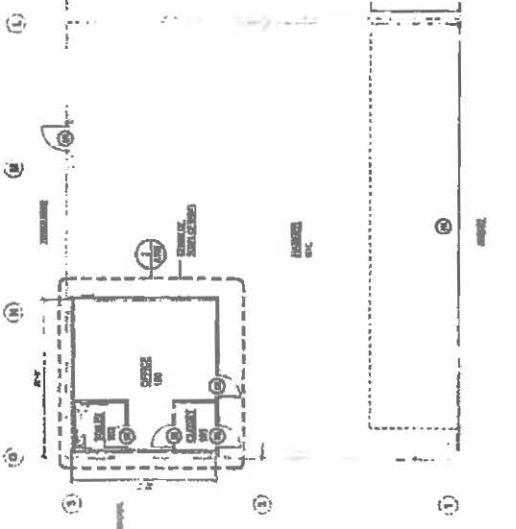
- General Wall Type Notes: (Typical for all Wall Types)**
1. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  2. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  3. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  4. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  5. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  6. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  7. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  8. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  9. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
  10. WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.

**Floor Plan Symbols Legend**

901	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
902	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
903	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
904	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
905	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
906	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
907	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
908	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
909	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
910	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
911	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
912	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
913	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
914	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
915	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.
916	WALL TYPE IS TO BE CONSTRUCTED AS SHOWN UNLESS OTHERWISE NOTED.



**2 Estimated Office Plan**  
 1/11/11  
 1/11/11



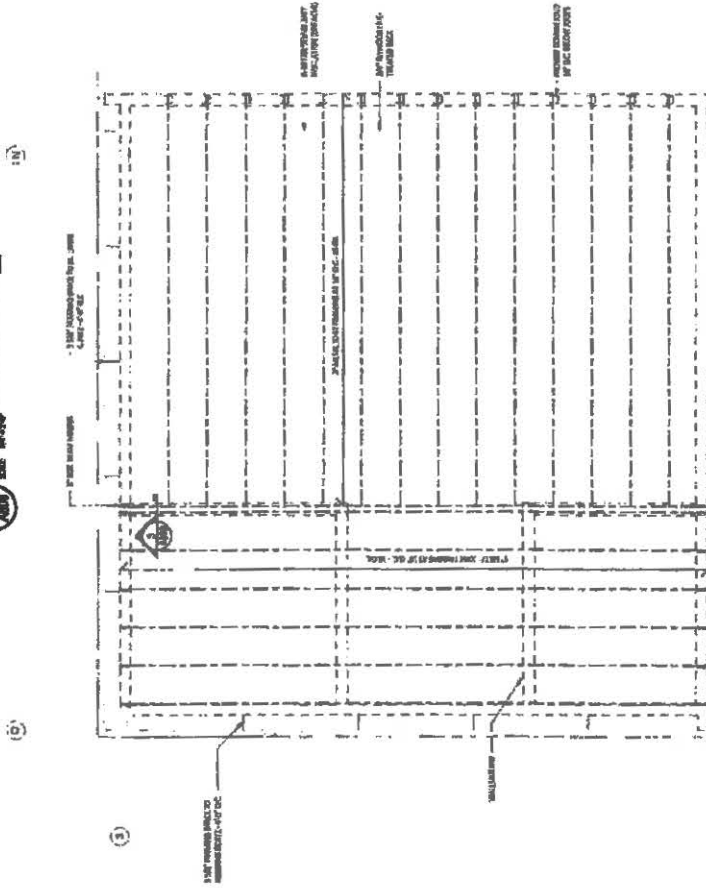
**1 Structural Floor Plan**  
 1/11/11  
 1/11/11

Light Fixture Schedule		
Type	Description	Quantity
1	4' x 4' Fluorescent	10
2	4' x 8' Fluorescent	5
3	6' x 6' Fluorescent	2
4	4' x 4' LED	10
5	4' x 8' LED	5
6	6' x 6' LED	2
7	4' x 4' LED	10
8	4' x 8' LED	5
9	6' x 6' LED	2
10	4' x 4' LED	10
11	4' x 8' LED	5
12	6' x 6' LED	2
13	4' x 4' LED	10
14	4' x 8' LED	5
15	6' x 6' LED	2
16	4' x 4' LED	10
17	4' x 8' LED	5
18	6' x 6' LED	2
19	4' x 4' LED	10
20	4' x 8' LED	5
21	6' x 6' LED	2

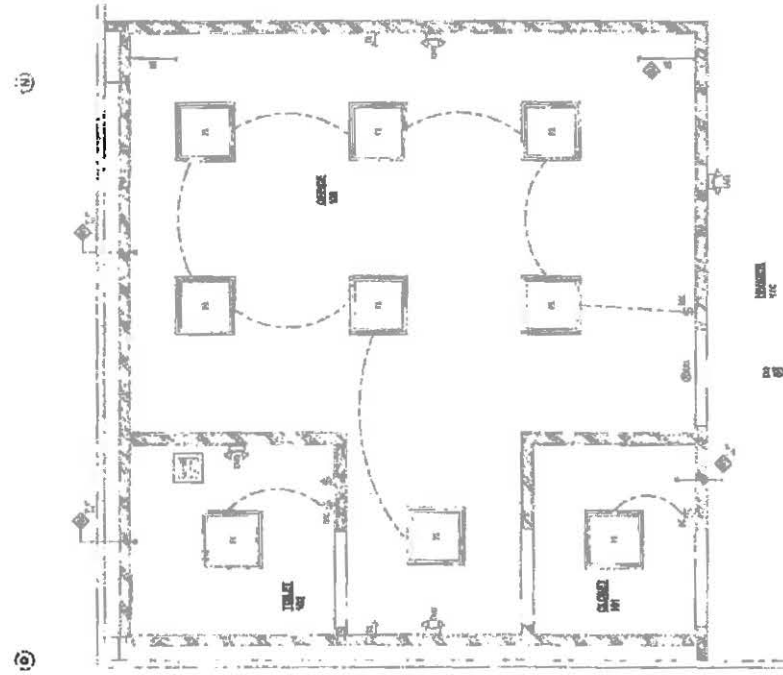
Ceiling Plan Keynote Legend		
KEY	1. 4' x 4' fluorescent, square recessed	4
KEY	2. 4' x 8' fluorescent, square recessed	5
KEY	3. 6' x 6' fluorescent, square recessed	2
KEY	4. 4' x 4' LED, square recessed	10
KEY	5. 4' x 8' LED, square recessed	5
KEY	6. 6' x 6' LED, square recessed	2
KEY	7. 4' x 4' LED, square recessed	10
KEY	8. 4' x 8' LED, square recessed	5
KEY	9. 6' x 6' LED, square recessed	2
KEY	10. 4' x 4' LED, square recessed	10
KEY	11. 4' x 8' LED, square recessed	5
KEY	12. 6' x 6' LED, square recessed	2
KEY	13. 4' x 4' LED, square recessed	10
KEY	14. 4' x 8' LED, square recessed	5
KEY	15. 6' x 6' LED, square recessed	2
KEY	16. 4' x 4' LED, square recessed	10
KEY	17. 4' x 8' LED, square recessed	5
KEY	18. 6' x 6' LED, square recessed	2
KEY	19. 4' x 4' LED, square recessed	10
KEY	20. 4' x 8' LED, square recessed	5
KEY	21. 6' x 6' LED, square recessed	2



3 Box Beam Header Detail  
 1/8\"/>



4 Ceiling Elevation Plan  
 1/8\"/>

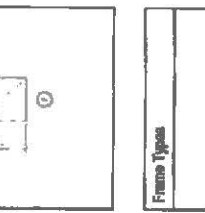


5 Ground Floor Recessed Ceiling Plan  
 1/8\"/>



**Door Types**

Door No.	Location	Material	Finish	Weight	Notes
1	Entrance	Steel	Paint	150 lbs	Standard door with handle
2	Office	Wood	Stain	80 lbs	Standard door with handle
3	Restroom	Steel	Paint	100 lbs	Standard door with handle
4	Storage	Steel	Paint	120 lbs	Standard door with handle



**Window Types**

Window No.	Location	Material	Finish	Weight	Notes
1	Office	Aluminum	Paint	50 lbs	Standard window with sill
2	Restroom	Aluminum	Paint	40 lbs	Standard window with sill
3	Storage	Aluminum	Paint	60 lbs	Standard window with sill



**Door Details**

Detail No.	Description	Material	Finish	Weight	Notes
1	Door Frame	Steel	Paint	10 lbs	Standard door frame
2	Door Handle	Steel	Paint	5 lbs	Standard door handle
3	Door Lock	Steel	Paint	10 lbs	Standard door lock

**Hardware Schedule**

Item No.	Description	Material	Finish	Weight	Notes
1	Door Handle	Steel	Paint	5 lbs	Standard door handle
2	Door Lock	Steel	Paint	10 lbs	Standard door lock
3	Door Frame	Steel	Paint	10 lbs	Standard door frame
4	Door Sill	Steel	Paint	5 lbs	Standard door sill

**Finish Notes**

1. FINISHES SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
2. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
3. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
5. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
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7. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
8. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
9. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
10. FINISHES SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.

**Door Schedule**

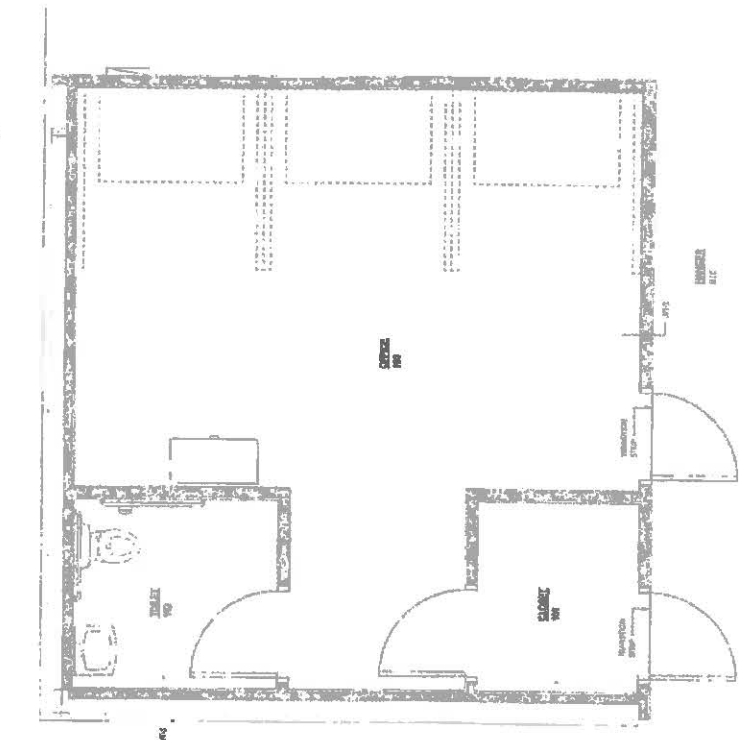
Door No.	Location	Material	Finish	Weight	Notes
1	Entrance	Steel	Paint	150 lbs	Standard door with handle
2	Office	Wood	Stain	80 lbs	Standard door with handle
3	Restroom	Steel	Paint	100 lbs	Standard door with handle
4	Storage	Steel	Paint	120 lbs	Standard door with handle

**Finish Schedule**

Item No.	Description	Material	Finish	Weight	Notes
1	Door Handle	Steel	Paint	5 lbs	Standard door handle
2	Door Lock	Steel	Paint	10 lbs	Standard door lock
3	Door Frame	Steel	Paint	10 lbs	Standard door frame
4	Door Sill	Steel	Paint	5 lbs	Standard door sill

**Door Specifications**

1. DOOR SHALL BE AS SHOWN ON THE DRAWINGS UNLESS OTHERWISE NOTED.
2. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
3. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
4. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
5. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
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7. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
8. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
9. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.
10. DOOR SHALL BE APPLIED TO ALL EXPOSED SURFACES UNLESS OTHERWISE NOTED.



**1 Ground Floor Finish Plan**

A541620429 - \$5,800

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of February, 2023, by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and **C2 ARCHITECTURE, PC.**, with offices at 24 AIRPORT ROAD, SCHENECTADY, NY 12302. hereinafter called the "Contractor".

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

**ARTICLE 1. TERM OF CONTRACT**

The services of the Contractor shall commence immediately and shall terminate at the completion of services.

**ARTICLE 2. CONTRACT SUM**

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of **FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00)**. Payment shall be processed through the Schenectady County Finance Department.

**ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED**

The Contractor shall well and completely perform Professional Engineering and Architectural Services for the **SUNY Schenectady Hanger Pod** as described in Exhibit "A" annexed hereto.

**ARTICLE 4. CONTRACT DOCUMENTS**

The standard provisions marked Exhibit "B" and outline of services marked Exhibit "A" that are annexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

**ARTICLE 5. GENERAL LEGAL RESPONSIBILITY**

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of as Exhibit "B".

**ARTICLE 6. CONFLICT OF INTEREST**

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

**ARTICLE 7. SURETY & INSURANCE**



The Contractor shall, at a minimum, carry the following insurance coverage;  
Liability Insurance \$1 million/occurrence and \$3 million/aggregate;  
Professional Liability Insurance \$1 million; and  
Automotive Coverage \$1 million.

Certificates of said policy or policies should name the County of Schenectady as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

**ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT**

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

**ARTICLE 9. CHANGES IN CONTRACT**

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

**ARTICLE 10. OWNERSHIP OF WORK PRODUCTS**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

**ARTICLE 11. TERMINATION**

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

**ARTICLE 12. ARBITRATION**

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

**ARTICLE 13. EXTRA WORK**

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

**ARTICLE 14. SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, this agreement has been approved and duly executed by the parties on the aforesaid day.

*Handwritten initials and date: RY/MS 3/9/23*

**COUNTY OF SCHENECTADY, NEW YORK**

By *Rory Flinn 3-9-23*  
Rory Flinn  
County Manager

**SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE**

BY *[Signature]*  
Dr. Stacey Moore  
President

**C2 ARCHITECTURE**

BY *Michael A Roman*  
Michael A Roman  
Principal

**APPROVED** as to form and content  
this *16th* day of *February*, 20*23*

*[Signature]*  
County Attorney

STATE OF NEW YORK  
COUNTY OF SCHEMECTADY      re.:

On the 04 day of March, 2023 before me, the undersigned, personally appeared **NORY FLUMAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**CLAUDIA OSTRANDER**  
Notary Public, State of New York  
No. 01009400946  
Qualified in Notary Public County of  
Ontonagon Expires January 31, 2026

*Claudia R. Ostrander*  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHEMECTADY      re.:

On the      day of     , 20  , before me, the undersigned, personally appeared **DR. STRADY MOONO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Strady M. Moono*  
NOTARY PUBLIC STATE OF NEW YORK  
Qualified in Notary Public County of  
L.E. 00120101718  
COMM. Exp. 09/11/2024

*Strady M. Moono*  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHEMECTADY      re.:

On the 17<sup>th</sup> day of February, 2023 before me, the undersigned, personally appeared *MICHAEL A. KAHANA*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**Hughson M. Lussan**  
NOTARY PUBLIC, STATE OF NEW YORK  
Expiration No. 01114000000  
Qualified in Notary Public County of  
Ontonagon Expires May 29, 2023

*Hughson M. Lussan*  
Notary Public-State of New York

STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution

of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at [www.schenectadycounty.edu](http://www.schenectadycounty.edu).

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the

County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 - Certificate of Workers' Compensation Insurance; or
- SI-12 - Certificate of Workers' Compensation Self-Insurance, GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 – Certificate of Disability Benefits; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form – Schenectady County Public Works Contract prior to execution of the contract by the County.

**XVIII. Any contractor or subcontractor who receives "State Funds" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:**

1. Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: <https://www.eo38.ny.gov/xo/determinationForm>
2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf).
3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf). If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.
4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.
5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

**XIV. Title VI Policy Statement:**

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and



activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

*Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.*

**Title VI Authority:**

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53
3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

**Title VI Program and Assurances:**

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, <http://www.schenectadycounty.com/AffirmativeAction>.

**Title VI Exhibit 1:**

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.



## DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomlinson  
Facilities Engineer  
Schenectady County Office of Facilities  
612 State Street  
Schenectady, NY 12305

Dear Scott,

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

### SCOPE OF WORK / PROJECT OBJECTIVES

C2 Architecture, PC will provide architectural design services for an interior fit-up for the SUNY Schenectady Hangar Pod within the Schenectady County Airport Parkway in Glenville, New York. It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and College's needs. It is our understanding that the programming requirements for the classroom area within the pod are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubicles are 3 x 5
- Flight instructors use laptops as opposed to desktops as they take their laptops in flight
- Teacher stations should be enclosed (preferably)
- Occupancy for area is 6 with a maximum of 10.
- The space should also support the following:
  - File cabinet
  - Printer
  - Bookshelf
  - Storage room (above office)
  - Power supply

### Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

**Key Phase Deliverables:**

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
  - Demolition Plan.
  - Floor Plan.
  - Interior elevations.
  - Coordinate Owner provided equipment plan.
  - Reflected ceiling plans indicating light fixtures.
  - Schedules (Door/Finish and partition types).
  - Detail as required.
  - Door and Hardware schedule.
  - NYS State Code review and Com Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

Any of the following would constitute an additional service. If requested, additional services are billed at C2 Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plan/ design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be invoiced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazardous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture, PC is not responsible for pricing. General contractor will handle all pricing estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-builts.

**Fee**

A/E fees for the above are **\$5,800.00 (Five Thousand Eight Hundred Dollars)** through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

**Payments by Phase**

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
<b>Total</b>	<b>\$5,800.00</b>

*Invoices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will accrue interest at a rate of 1.5% per month.*

**Reimbursable Expenses**

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

**2023 Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180.00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$135.00/hour
ARCHITECTURAL DESIGNER	\$110.00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER   RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

**Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$150.00/hour
PROJECT ARCHITECT   CODE ANALYSIS	\$120.00/hour
DESIGNER	\$100.00/hour
PROJECT MANAGER	\$90.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

**GENERAL**

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination date.

It is agreed that compensation for services provided is not contingent upon funding, city or government agency approvals.

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

*Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal.*

  
Michael A. Roman, RA, AIA, NCARB  
C2 Architecture, PC

\_\_\_\_\_  
Scott Tomlinson  
Schenectady County Office of Facilities

February 7, 2023  
Date

\_\_\_\_\_  
Date

**A541620429 - \$5,800  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2023, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and C2 ARCHITECTURE, PC., with offices at 24 AIRPORT ROAD, SCHENECTADY, NY 12302. hereinafter called the "Contractor".**

**WITNESSETH:**

**NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:**

**ARTICLE 1. TERM OF CONTRACT**

**The services of the Contractor shall commence immediately and shall terminate at the completion of services.**

**ARTICLE 2. CONTRACT SUM**

**The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00). Payment shall be processed through the Schenectady County Finance Department.**

**ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED**

**The Contractor shall well and completely perform Professional Engineering and Architectural Services for the SUNY Schenectady Hanger Pod as described in Exhibit "A" annexed hereto.**

**ARTICLE 4. CONTRACT DOCUMENTS**

**The standard provisions marked Exhibit "B" and outline of services marked Exhibit "A" that are annexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.**

**ARTICLE 5. GENERAL LEGAL RESPONSIBILITY**

**The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of as Exhibit "B".**

**ARTICLE 6. CONFLICT OF INTEREST**

**The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.**

**ARTICLE 7. SURETY & INSURANCE**

The Contractor shall, at a minimum, carry the following insurance coverages;  
Liability Insurance \$1 million/occurrence and \$3 million/aggregate;  
Professional Liability Insurance \$1 million; and  
Automotive Coverage \$1 million.

Certificates of said policy or policies should name the County of Seneca as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

**ARTICLE 8. SURRELTING AND ASSIGNING CONTRACT**

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

**ARTICLE 9. CHANGES IN CONTRACT**

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

**ARTICLE 10. OWNERSHIP OF WORK PRODUCTS**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

**ARTICLE 11. TERMINATION**

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

**ARTICLE 12. ARBITRATION**

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

**ARTICLE 13. EXTRA WORK**

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.


**ARTICLE 14. SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.




IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the abovesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By  3/9/23  
Rory Fluman  
County Manager

*Handwritten initials and date: RF 3/9/23*

SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE

BY   
Dr. Steady Moore  
President

C2 ARCHITECTURE

BY   
Michael A. Roman  
Principal

APPROVED as to form and content  
this 10 day of February, 2023

  
County Attorney

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      ss.:

On the 9<sup>th</sup> day of March, 2023 before me, the undersigned, personally appeared **ROBY PLUMAN**, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA L. OSTRANDER  
Notary Public, State of New York  
No. 01098428045  
Qualified in Schenectady County  
Commission Expires January 31, 2026

  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      ss.:

On the 5<sup>th</sup> day of March, 2023 before me, the undersigned, personally appeared **DR. STRADY MOONO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JENNIFER M. TROIANO  
NOTARY PUBLIC STATE OF NEW YORK  
Qualified in Schenectady County  
LIC. #ATT65817178  
CINQUE, Bp. 601/22004  
STATE OF NEW YORK  
COUNTY OF SCHENECTADY      ss.:

  
Notary Public-State of New York

On the 11<sup>th</sup> day of February, 2023 before me, the undersigned, personally appeared MILINDA A. PARNABY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARGARET M. LAMSON  
NOTARY PUBLIC, STATE OF NEW YORK  
Empireblue, No. 612 ADDRESS  
Qualified in Schenectady County  
Commission Expires May 28, 2025

  
Notary Public-State of New York

STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wage and supplement" and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution

of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at [www.schenectadycounty.com](http://www.schenectadycounty.com).

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the

County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 - Certificate of Disability Benefits; or
- DB-155 - Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other criteria, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form - Schenectady County Public Works Contract prior to execution of the contract by the County.

**XVIII. Any contractor or subcontractor who receives "State Funds" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:**

1. **Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: <https://www.eo38.ny.gov/EO38ProviderForm>**
2. **If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_16-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_16-17-15.pdf).**
3. **If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf). If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.**
4. **If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.**
5. **If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.**

**XIV. Title VI Policy Statement:**

**It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and**

activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

*Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.*

**Title VI Authority:**

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53
3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

**Title VI Program and Assurances:**

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, <http://www.schenectadycounty.com/AffirmativeAction>.

**Title VI Exhibit 1:**

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.



2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

C2

## DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomlinson  
Facilities Engineer  
Schenectady County Office of Facilities  
612 State Street  
Schenectady, NY 12305

Dear Scott,

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

### PROJECT WORK ARCHITECTURAL

C2 Architecture, PC will provide architectural design services for an interior fit-up for the SUNY Schenectady Hangar Pod within the Schenectady County Airport Parkway in Glenville, New York. It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and College's needs. It is our understanding that the programming requirements for the classroom area within the pod are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubicles are 3 x 5
- Flight instructors use laptops as opposed to desktops as they take their laptops in flight
- Teacher stations should be enclosed (preferably)
- Occupancy for area is 6 with a maximum of 10.
- The space should also support the following:
  - File cabinet
  - Printer
  - Bookshelf
  - Storage room (above office)
  - Power supply

### Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

**Key Phase Deliverables:**

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
  - Demolition Plan.
  - Floor Plan.
  - Interior elevations.
  - Coordinate Owner provided equipment plan.
  - Reflected ceiling plans indicating light fixtures.
  - Schedules (Door/Finish and partition types).
  - Detail as required.
  - Door and Hardware schedule.
  - NYS State Code review and Com Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

**ADDITIONAL SERVICES**

Any of the following would constitute an additional service. If requested, additional services are billed at C2 Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plan/ design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be invoiced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazardous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture, PC is not responsible for pricing. General contractor will handle all pricing estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-builts.



**Fee**

A/E fees for the above are **\$5,800.00 (Five Thousand Eight Hundred Dollars)** through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

**Payments by Phase**

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
<b>Total</b>	<b>\$5,800.00</b>

*Invoices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will accrue interest at a rate of 1.5% per month.*

**Reimbursable Expenses**

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

**2023 Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180.00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$135.00/hour
ARCHITECTURAL DESIGNER	\$110.00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER   RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

**Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$150.00/hour
PROJECT ARCHITECT   CODE ANALYSIS	\$120.00/hour
DESIGNER	\$100.00/hour
PROJECT MANAGER	\$90.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination date.

It is agreed that compensation for services provided is not contingent upon funding, city or government agency approvals.

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

*Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal.*

Michael A. Roman  
Michael A. Roman, RA, AIA, NCARB  
C2 Architecture, PC

\_\_\_\_\_  
Scott Tomlinson  
Schenectady County Office of Facilities

February 7, 2023  
Date

\_\_\_\_\_  
Date

LEGISLATIVE INITIATIVE FORM

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 24

**Title of Proposed Resolution:**

A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ALBANY VENTURES, INC. FOR SPACE FOR THE OFFICE OF THE SCHENECTADY COUNTY PUBLIC DEFENDER

**Purpose and General Idea:**

Provides authorization to enter into a multi-year lease agreement with Albany Ventures, Inc. for the Public Defender's Office.

**Summary of Specific Provisions:**

Authorizes the ability to enter into a multi-year lease agreement with Albany Ventures, Inc. for the Public Defender's Office at 409 State Street in Schenectady. The base lease would be for a ten year period, with a five year renewal option. The lease is for the first floor of 409 State Street and consists of 8,714 square feet. This agreement will commence on June 1, 2023.

**Effects Upon Present Law:**

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate leasing office space for the Public Defender's Office at 409 State Street.

Establish and Increase Appropriation Code By:

A541173.402001 Building/Space Leases – Rent	\$95,310
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Increase Appropriated Surplus By:

A599	Appropriated Surplus	\$95,310
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The current space for the Public Defender is located at 519 State Street, but is inadequate for current needs and would require a major investment of over \$2 million to transform it into a suitable space. This rental option would provide quality space for a reasonable price and is relatively close to the County Courthouse.

**Sponsor: The Committee on Rules**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



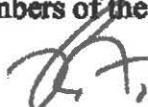
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher H. Gardner, County Attorney  
Jaclyn Falotico, Commissioner of Finance

**Date:** April 7, 2023

**Re:** Authorization to Enter into a Multi-Year Lease Agreement with Albany Ventures, Inc. for the Public Defender's Office

---

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into a multi-year lease agreement with Albany Ventures, Inc. for the first floor of the property located at 409 State Street, Schenectady, NY 12305. This agreement will commence on June 1, 2023, and has a term length of ten years, with a five-year renewal option. As Mr. Gardner indicates, the proposed lease agreement would address the inadequacies with the current location of the Public Defender's Office, which currently requires over \$2 million in renovations.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

**COUNTY OF SCHENECTADY  
OFFICE OF THE COUNTY ATTORNEY  
Inter-Department Correspondence Sheet**

**To:** Rory Fluman  
County Manager

**From:** Christopher H. Gardner *CHG*  
County Attorney

**Dated:** April 5, 2023

**Re:** Proposed Lease between Albany Ventures, Landlord, and County of Schenectady, Tenant, for the First Floor at 409 State Street, Schenectady, New York for a Period of Ten Years with a Five-Year Renewal Option for Space for Public Defender

**Copies to:** Geoffrey Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Shane Bargy, Deputy County Manager  
Jaclyn Falotico, Commissioner of Finance  
Stephen Signore, Public Defender  
Stephen Luciano, Director of Facilities  
Ray Gillen, Chairman, Metroplex  
Marylou Riddle, Executive Secretary to the County Manager

---

Please find attached a copy of the above-referenced lease.

**Term of Lease:**

The base lease is for a ten-year period, with a five-year renewal option.

**Leasehold:**

The leasehold is the first floor of 409 State Street and consists of 8,714 square feet.



**Rental Rates:**

<u>Years</u>	<u>Rate</u>	<u>Yearly Rate</u>
1 & 2	\$18.75 per sq. foot	\$163,387.80
3,4, 5, 6	\$19.50 per sq. foot	\$169,973.00
7, 8, 9, 10	\$20.25 per sq. foot	\$176,485.50
11, 12, 13	\$21.00 per sq. foot	\$182,994.00
14 & 15	\$21.75 per sq. foot	\$189,529.50

The monthly rental rate in years 1 and 2 is \$13,615.65,

**Justification:**

The current space for the Public Defender is located at 519 State Street. It is inadequate for current needs and would require a major investment of over \$2 million to transform it into a suitable space.

The rental option provides quality space for a reasonable price. It is relatively close to the County Courthouse. Ray Gillen has stated that additional parking will be made available at the nearby parking garage. The Landlord has stated that the rental property can be fitted up in a short time period with an expected commencement date of June 1, 2023.

I recommend that this Lease be forwarded to the County Legislature for their consideration at the meeting on April 11<sup>th</sup>.

CHG/pmp  
Enclosure

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** April 6, 2023  
**SUBJECT:** Budget Amendment – Public Defender's Office –  
Lease of Office Space at 409 State Street

---

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate leasing office space for the Public Defender's Office at 409 State Street.

Establish and Increase Appropriation Code By:

A541173.402001	Building/Space Leases – Rent	<u>\$95,310</u>
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Increase Appropriated Surplus By:

A599	Appropriated Surplus	<u>\$95,310</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17, April 5, 2023

Style Definition: Heading 2

## LEASE AGREEMENT

ALBANY VENTURES, INC.

LANDLORD

and

COUNTY OF SCHENECTADY

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TENANT

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For a portion of the premises known as  
409 State Street, Schenectady, New York

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**DRAFT FOR DISCUSSION PURPOSES ONLY  
DATE:**

When the initial letter of a word in the Lease (including any Exhibit or other attachment to the Lease) is capitalized, and the term is defined in the Lease, such word shall be given the meaning assigned to it in the Lease.

**BASIC LEASE INFORMATION**

The following Basic Lease Information is attached to the Lease for reference and convenience only. The Basic Lease Information is qualified in all respects by the applicable provisions of the Lease, and if there is a conflict between the Basic Lease Information and the provisions of the Lease, the Lease shall control.

Date of Lease:

\_\_\_\_\_, 2023

Landlord:

Albany Ventures, Inc., a New York corporation

Tenant:

County of Richmond, a New York municipal corporation

Building Address:

409 State Street, Sedburgh, New York 12205

Total Building Size:

Approximately 17,627 rentable square feet

Leased Premises:

Approximately 8,714 rentable square feet of space (sq) on the 1<sup>st</sup> floor.

Tenant's Square

The sqs equal to the rentable Area of the Leased Premises divided by the Area of the Building, which ratio Landlord and Tenant agree is 49.44%. If the rentable area of the Leased Premises is changed for any reason, the Tenant's Pro Rata Share shall be recalculated by dividing the rentable area of the Leased Premises after such occurrence by the rental area of the entire Building after such occurrence. If the rentable area of the Building is changed, then Tenant's Pro Rata Share shall be recalculated by dividing the rentable area of the Leased Premises after such occurrence by the rentable area of the entire Building after such occurrence.

Security Deposit: **Fourteen Thousand Seven Hundred Four and 82/100 Dollars (\$14,714.82) due at Lease execution.**

Initial Term: **An approximate period of one hundred twenty (120) months.**

Renewal Option: **Five (5) years**

Lease Year: **The term "Lease Year" shall mean the twelve (12) month period commencing on the "Term Commencement Date" and such twelve (12) full calendar month period thereafter.**

Annual Base Rent Initial Term: **\$18.75/sqft; Term Commencement Date - Month 24**

**\$19.50/sqft; Months 25 - 72**

**\$20.25/sqft; Months 73 - 120**

Annual Base Rent Renewal Term: **\$21.00/sqft; Years 1 - 3**

**\$21.75/sqft; Years 4 & 54**

Monthly Base Rent: **One twelfth (1/12) of the Annual Base Rent**

Service of Notices: **By personal delivery, registered or certified mail, or express mail in wit four: to Article 22 of the Lease.**

State: **New York**

DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17, April 5, 2023  
LEASE AGREEMENT

THIS LEASE AGREEMENT, (the "Lease") made as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between ALBANY VENTURES, INC., a New York corporation, having an office at 220 Harboride Drive Suite 300, Schenectady, New York, 12305 (hereinafter called "Landlord"); and The County of Schenectady— a municipal corporation in New York State (separately, having an office at 797 Broadway, Schenectady, New York— (hereinafter called "Tenant" and collectively with the Landlord, also referred to as "parties" within the Lease).

ARTICLE 1  
LEASE OF PREMISES

*Section 1.01, Lease of Premises:*

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the covenants, agreements, provisions and conditions of this Lease, the Leased Premises (as defined in Section 1.02) located in the building (the "Building") with the same and street address of 409 State Street, Schenectady, New York. The Building, the Leased Premises, and the Common Building Facilities (as defined in Section 1.03) are collectively referred to in this Lease as the "Project". The Leased Premises shall be renovated by Landlord as described in Section 4.01 of this Lease in accordance with Exhibit A (the "Landlord's Work").

*Section 1.02, Leased Premises:*

The "Leased Premises" shall mean initially approximately 8,714 rentable square feet of space on a portion of the first floor of the Building, all as more particularly described in Exhibit B attached hereto and made a part hereof.

*Section 1.03, Common Building Facilities:*

This Lease includes the right of Tenant to use the Common Building Facilities in common with other tenants of the Building. The term "Common Building Facilities" means all of the facilities in or around the Building designed and to be used by the Tenants in common with the Landlord and other tenants in the Building, including but not limited to Common Areas such as corridors, elevators, fire stairs, and service areas such as telephones, cable, internet, and electric closets, telephones trunk lines, stairs, walkways, and the roof to the extent not reserved for exclusive use by Landlord or any other, courts, restrooms, service areas, lockers, landscaped areas (if any) and all other common and service areas of the Building intended for such use on the date hereof.

ARTICLE 2  
TERM



**DRAFT FOR DISCUSSION PURPOSES ONLY**

**Date: February 17, April 3, 2023**

**Section 2.01, Term**

Tenant shall lease the Leased Premises for a term of approximately one hundred twenty (120) months as described in the Basic Lease Information as the "Initial Term" to commence on the Term Commencement Date, as defined in Section 4.02, subject to earlier termination as hereinafter provided. The Initial Term shall expire on the last day of the last calendar month of the Initial Term, unless the Term Commencement Date occurs on a day other than the first day of a calendar month, in which event the Initial Term shall expire on the last day of the calendar month which is one hundred twenty (120) months from the Term Commencement Date. Promptly after the Term Commencement Date occurs, the parties shall enter into a Supplemental Agreement, in the form attached as Exhibit C, setting forth the commencement and expiration dates of the Initial Term.

**Section 2.02, Terms of this Lease**

The word "term", "Term", and the words "term of this Lease" shall mean the Initial Term, as defined in the Basic Lease Information, plus any extension hereof.

**Section 2.03, Renewal Option of this Lease**

Unless Tenant provides Landlord with written notice on or before the date which is 180 days prior to the end of the Initial Term, the Lease shall automatically renew for one (1) additional five (5) year period (the "Extended Term") to commence immediately following the Initial Term, on the same terms and conditions as are set forth in this Lease, provided that at the end of the Initial Term, (i) Tenant is not in default hereunder; (ii) Tenant shall have paid the Annual Rent as set forth and generally performed and observed the terms, covenants or provisions to be performed and observed by it in accordance with the terms of this Lease; (iii) Tenant shall have given, and Landlord shall have received, written notice (the "Notice") of lease one hundred eighty (180) day's prior to the expiration of the Initial Term or the first Extended Term as the case may be; and (iv) Subsequently County Public Defenders to have occupying and conducting its business in the whole of the leased Premises in accordance with this Lease, the Lease shall remain enforceably. Tenant shall have the right to extend the term of this Lease for one (1) additional five (5) year period (the "Extended Term") to commence immediately following the Initial Term on the same terms and conditions as are set forth in this Lease, except that there shall be no further right to extend the Lease Term beyond the Extended Term and the Annual Base Rent for the Extended Term shall be as outlined in the Basic Lease Information.

**ARTICLE 3  
RENT**

**Section 3.01, Annual Base Rent**

Tenant shall pay the Annual Base Rent in advance in equal monthly installments of Monthly Base Rent, as set forth in the Basic Lease Information, as the same may be adjusted as

**DRAFT FOR DISCUSSION PURPOSES ONLY**

**Date: ~~February 17, 2023~~ April 5, 2023**

provided in the Basic Lease Information, on the first day of each calendar month during the initial Term. Rent for any period of less than one month shall be apportioned based on the number of days in that month. Tenant will pay the Annual Base Rent to the Landlord, in c/o of the Building's manager, Galest Management Corporation, at 220 Harborside Drive, Suite 300, Schenectady, New York, or to such other person or at such other place as Landlord may designate in writing. In the event that Landlord shall not receive the Annual Base Rent within ten (10) days of the date due, Tenant shall pay to Landlord a late charge at a rate of two (2%) percent per month for all amounts overdue. Such late charge shall be deemed Additional Rent for all purposes under this Lease.

**Section 3.02. Operating Expenses.**

Tenant shall pay as Additional Rent, Tenant's Share (as defined in the Basic Lease Information) of the amount by which the annual Operating Expenses, as defined in Section 3.02(A), for each Operating Expense Escalation Year, as defined in Section 3.02(B), actually incurred, exceeds the Operating Expenses for the Operating Expense Base Year, as defined in Section 3.02(B) ("Excess Operating Expenses").

- (A) The words "Operating Expenses" shall mean normal, reasonable and customary operating expenses, charges, fees and costs consistent with those incurred for similar buildings in Schenectady, New York, which are incurred by Landlord for the Operating Expense Base Year and in an Operating Expense escalation year relative to the operation, repair, cleaning, insuring and maintenance of the Project, including all costs and expenses incurred as a result of Landlord's compliance of any of its obligations hereunder and without limitation, all costs and expenses specified below in subparagraph (i). Any cost allocable to the items specified below in subparagraph (ii) and any costs incurred after the expiration or earlier termination of the term of this Lease shall be excluded from Operating Expenses.

(i) Items Included in Operating Expenses:

- (a) gross salaries, wages and all other expenses and benefits incurred for the employment of the Building operating personnel, including without limitation, payroll taxes, social security taxes, worker's compensation, unemployment insurance and union benefits but excluding Landlord's members' salaries, wages and benefits.
- (b) the cost of materials, supplies, replacement parts (in connection with cleaning or maintenance), tools, materials and equipment;
- (c) all charges for snow, ice, refuse and rubbish and any taxes on any of the same;
- (d) amounts paid by Landlord to Landlord's employees and/or independent contractors for services (including full or part-time labor) and materials for the





**DRAFT FOR DISCUSSION PURPOSES ONLY**

**Date: February 17, April 5, 2023**

- (g) costs associated with the operating of the business entity of Landlord including limited liability company audit, business entity accounting and business entity legal matters or costs associated with maintaining Landlord's existence as a legal entity, including legal, consulting, and accounting fees (other than those incurred in connection with Project operations);
- (g) costs incurred by Landlord in connection with bringing the Building or the Project into compliance with all applicable codes during the construction of the Project and thereafter;
- (h) capital expenditures required by Landlord's failure to comply with Laws (hereinafter described);
- (i) any amounts paid to any person, firm or corporation related to or otherwise affiliated with Landlord or any member, officer, director or shareholder of Landlord or any of the foregoing, to the extent the same exceed any's length competitive prices paid in Solenodoxy, New York, for similar services or goods;
- (j) costs incurred to remove any hazardous materials or other toxic material or substances from the Land, the Building or the Leased Premises;
- (k) attorney's fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants, other occupants of the Building or other third parties including any settlement fees and costs;
- (l) costs incurred for alterations, capital improvements and replacements to reduce Operating Expenses above the amount actually saved as a result of such capital improvements;
- (m) rent and expenses for a marketing office;
- (n) Landlord's (as opposed to any management company's) general overhead expenses; and
- (o) janitorial for the Leased Premises.

Operating Expenses shall be reduced by all cash discounts, trade discounts or quantity discounts received by Landlord or Landlord's managing agent in the purchase of any goods, utilities or services in connection with the prudent operation of the Project. In the calculation of any expenses hereunder, it is understood that no expense shall be charged more than once. Landlord shall use commercially reasonable, good faith efforts to affect an equitable provision of bills for services rendered to the Building and to any other property owned by Landlord or an affiliate of Landlord. In the event there exists a conflict as to an expense which is specified to be

DRAFT FOR DISCUSSION PURPOSES ONLY

Date: February 17, April 5, 2023

Included in Operating Expenses and is also specified to be excluded from Operating Expenses within the above list, the conditions listed above shall prevail and the expenses shall be deemed excluded. Landlord shall not recover more than one hundred per cent (100%) of the Operating Expenses actually incurred by Landlord.

(B) The words "Operating Expenses Base Year" shall mean the calendar year 2023. The term "Operating Expense Recalculation Year" shall mean each subsequent twelve (12) month period following the Operating Expenses Base Year. Any increase of Operating Expenses or Real Estate Taxes for any calendar year during the Term of this Lease shall be apportioned so that Tenant shall pay Tenant's Share of only that portion of the increase for such year as falls within the Term of this Lease.

The words "Tenant's Share" shall have the meaning as set forth in the Basic Lease Information and the term "Additional Rent" shall mean all costs, expenses and obligations of every kind whatsoever relating to the Leased Premises which may arise or become due during the Term of the Lease and shall be paid by the Tenant.

Section 3.04. Real Estate Taxes.

Landlord shall pay within due all Real Estate Taxes, as hereinafter defined, which shall be levied or assessed, or which become liens upon the Project. Tenant shall pay Landlord, as Additional Rent, Tenant's Share of any such increase in such Real Estate Taxes ("Excess Real Estate Taxes"), over the Real Estate Taxes incurred in the Operating Expenses Base Year ("Tenant's Real Estate Tax Payment") as follows:

Prior to the commencement of the second Lease Year, Landlord shall prepare and submit to Tenant an estimate of Tenant's Real Estate Tax Payment due and payable for the next twelve (12) months, together with an estimate of the monthly Additional Rent payment necessary to cause Landlord to receive sufficient sums to pay Tenant's Real Estate Tax Payment for the Project on or before the due date for the payment of the Real Estate Taxes. Thereafter prior to the commencement of each Lease Year, Landlord shall furnish Tenant with an updated estimate of Tenant's Real Estate Tax Payment for the next ensuing Lease Year.

Monthly, at the same time that Tenant pays installments of Annual Base Rent, Tenant shall pay as Additional Rent, one-twelfth (1/12) of Tenant's Real Estate Tax Payment.

(A) "Real Estate Taxes" shall mean the property taxes and assessments imposed upon the Project, payable to Landlord, including, but not limited to, real estate, city, county, village, school and transit taxes, or taxes, payments in lieu of taxes, special assessments, (including, without limitation, BID Tax) and all other assessments or charges levied, imposed or assessed against the Building and land by any other taxing authority, whether general or specific, ordinary or extraordinary, firemen or uniformed. If due to a future change in the method of taxation or any limitation imposed thereon, any franchise, income, profit or other tax shall be levied against Landlord (i) in substitution for or in lieu of any tax which would otherwise constitute a Real Estate Tax, or (ii) in addition to real property taxes, due to a limitation on the amount of real property taxes that may be charged, such franchise, income, profit or other tax shall be deemed to be a

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Real Estate Tax for the purposes hereof. Notwithstanding anything contained herein to the contrary, Tenant shall assume and pay to Landlord in full at the time of paying the Annual Base Rent any excise, sales, use, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or measured by such Annual Base Rent or Additional Rent or may be imposed on Landlord or on account of the letting or which Landlord may be required to pay or collect under any law now in effect or hereafter enacted.

(B) Real Estate Taxes shall not include (i) federal, state or local income tax, excess profits or revenue tax, excise tax or inheritance tax, gift tax, gains tax, business, professional, occupational and license taxes, franchise tax, corporation tax, capital levy transfer, capital stock transfer, estate, succession or other similar tax or charge that may be payable by or chargeable to Landlord under any present or future Laws.

(C) The Real Estate Taxes that Tenant is obligated to pay hereunder shall be Tenant's Share of the increase in the amount of Real Estate Taxes finally determined to be legally payable by legal proceedings or otherwise and paid by Landlord above the amount paid in the Operating Expense Base Year. Any increase or decrease in Real Estate Taxes during the term shall be apportioned so that Tenant shall pay or receive Tenant's Share of only that portion of the increase or decrease in Real Estate Taxes that falls within the term of this Lease.

(D) Landlord shall pay all real property taxes and assessments by the date due and shall, upon Tenant's written request, furnish Tenant with evidence of such payment. Landlord shall not include in taxes any interest or penalties incurred by Landlord by reason of Landlord's failure to pay in a timely manner any real property taxes and assessments.

(E) In the event that Landlord enters into a payment in lieu of taxes arrangement or tax abatement with respect to the Project that provides for no Real Estate Taxes (or a partial abatement thereof) for vacant space, Tenant's Share of Real Estate Taxes shall be equitably adjusted so that Tenant is paying as Additional Rent an amount equal to the Real Estate Taxes attributable to the Leased Premises.

**Section 3.05. Computation and Billing.**

(A) The words "Landlord's Statement" shall mean a statement, certified by a representative of Landlord or Landlord's management company, setting forth in detail the amount of (i) each item included in the Operating Expenses and Real Estate Taxes for the Operating Expense Base Year and each Operating Expense Equalization Year and (ii) any other Additional Rent. All amounts due Landlord shall be paid in a lump sum within thirty (30) days after Tenant receives Landlord's Statement which will be submitted, together with a receipted Real Estate Tax bill or photocopy thereof, within ninety (90) days after each calendar or fiscal year, as the case may be. Any Landlord Statement rendered to Tenant shall consist of data prepared for Landlord by its internal accountant(s).

(B) In addition to the payments made by Tenant pursuant to Section 3.04(A) above,

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Tenant shall pay to Landlord, as **Additional Rent**, one-twelfth (1/12) of Tenant's Share of the estimated bill for Operating Expenses increases for the next subsequent Lease Year together with each monthly installment of Annual Base Rent, subject to adjustment between the parties for the immediately preceding Lease Year (in favor of Landlord or Tenant, as the case may be). Any amount payable by Tenant pursuant to this Article shall be adjusted in proportion to the number of days in any partial subsequent Lease Year in which the Term Commencement Date and/or (if Tenant shall not be in default under the Lease) the expiration date of the term of this Lease shall fall.

(C) Landlord agrees to retain the books and records substantiating the Operating Expenses and Real Estate Taxes incurred in each calendar year for a period of at least three (3) years from the date Landlord submits a Landlord's Statement to Tenant. Tenant or its designee shall have the right, during normal business hours and upon reasonable prior notice, from time to time, to inspect Landlord's books and records relating to Operating Expenses and Real Estate Taxes, and/or to have such books and records audited at Tenant's expense by a certified public accountant designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any audit that discloses a discrepancy of more than five percent (5%) in the annual Operating Expenses shall be at Landlord's expense and Landlord shall reimburse Tenant for such cost (including reasonable attorneys' fees) within thirty (30) days of the result of the audit. Any discrepancy shall be promptly corrected by a payment of any shortfall to Landlord by Tenant within thirty (30) days after the applicable audit, or by a credit against the next payment(s) of rent hereunder or (at Tenant's election) a refund from Landlord of the overpaid amount within thirty (30) days, as may be applicable. In the event Tenant does not contest a statement of Operating Expenses within twelve (12) months after it is rendered, such statement shall become binding and conclusive on both Landlord and Tenant, except that any such statement which may contain material misrepresentations shall not be binding and conclusive on Tenant until two (2) years after it is rendered. In the event Landlord shall fail to invoice Tenant for any Additional Rent pursuant to this section within six (6) months, then Landlord shall be deemed to have waived its right to collect such Additional Rent for the period that should have been covered by such invoice. In addition, in the event that Landlord shall fail to invoice Tenant for any Additional Rent pursuant to this section within six (6) months following the expiration or termination of the term of this Lease, then Landlord shall be deemed to have waived its right to collect such Additional Rent.

(D) Except as described in (C) above, any delay or failure of Landlord in rendering any Landlord's Statement, Landlord's computation or bill as herein above provided shall not prejudice Landlord's right to thereafter render such Landlord Statement, Landlord's computation or bill, or any others, nor constitute a waiver of, or in any way impact, the continuing obligation of Tenant to pay Additional Rent required by this Article.

(E) Notwithstanding the expiration or sooner termination of the term of this Lease (except in the case of a cancellation by mutual written agreement), Tenant's obligation to pay Additional Rent pursuant to this Article shall survive and cover all periods up to the Term Expiration Date. Except as described in (C) above, the obligation of Tenant with respect to any Additional Rent payable pursuant to this Article shall survive the expiration or sooner



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termination of the term of this Lease.

**Section 1.06. Utility Charges.**

Landlord shall supply electricity via the electrical provider on a directly metered basis to Tenant. An electrical duct riser shall be installed, which Tenant shall have the right to access to accommodate Tenant's needs.

The Landlord, at its sole cost and expense, shall arrange to separately meter and thereafter Tenant, at Tenant's sole cost and expense, will pay directly to the applicable utility provider for electricity and natural gas and shall contract separately and pay directly to the service provider for telephone, alarm, and cable/internet service. Tenant will reimburse Landlord an Additional Rent, for Tenant's pro rata share of water and sewer, (based upon actual billings received from the City of Sacramento).

**ARTICLE 4  
PREPARATION FOR OCCUPANCY**

**Section 4.01. Construction.**

(A) Landlord shall deliver, and Tenant shall take the Leased Premises to be improved as described on Exhibit A attached hereto and make a part hereof ("Landlord's Work").

**Section 4.02. Term Commencement Date.**

The words "Term Commencement Date" shall mean the Business Day after the date that is the later of Landlord obtaining temporary certificate of occupancy and the date Landlord delivers possession of the Leased Premises to Tenant.

**ARTICLE 5  
LANDLORD'S REPRESENTATIONS AND ALLOWABLE USE**

**Section 5.01. Landlord's Representations Regarding Authorizations and Use.**

Landlord represents and warrants as a condition of this Lease that it is authorized to make this Lease for the Term aforesaid; that the intended use of the Leased Premises under this Lease is a permitted use under the zoning regulations pertaining to the Leased Premises; that the provisions of this Lease do not or will not conflict with or violate the provisions of existing or future agreements between Landlord and third parties and the Law and that Landlord will deliver the Leased Premises to Tenant free of all tenants and occupants and claims thereto.

Permitted Use: single

Permitted System: LF: 0.05', RT: 0.44', line spacing: single

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***Section 5.02. Landlord's Representations Regarding Litigation,***

Landlord represents and warrants that as of the date hereof there are no pending or, to the best of its knowledge, threatened claims, causes of action, lawsuits, investigations, audits, judgments or the like, against the Project or Landlord which may affect title or Tenant's use of the Project as herein provided.

**ARTICLE 6  
SERVICES**

***Section 6.01. Services Provided by Landlord,***

(A) Landlord shall cause the following services, utilities, supplies and facilities to be made available to the Leased Premises and Tenant, subject to same being billed as part of Operating Expenses, if and to the extent described in Section 3.02 of this Lease:

- i. access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week, 365 days a year;
- ii. heating and air conditioning twenty-four (24) hours a day, seven (7) days a week, sufficient to keep the Leased Premises between 68 degrees and 72 degrees Fahrenheit;
- iii. cleaning and janitorial services for the Common Building Facilities.
- iv. hot and cold running potable water for general office purposes.
- v. electricity for lighting for the Leased Premises.
- vi. provision, installation and replacement (with product comparable to the original) of light bulbs, tubes and ballasts in the Leased Premises.
- vii. removal of ice and snow from the entranceways to the Building during normal business hours, but does not include sidewalks.
- viii. vermin extermination and repair and replacement of any item in the Building damaged by vermin.

As described in, and as limited by, Section 3.03, Landlord may include the cost of providing any or all of the foregoing services as part of the Operating Expenses of the Project, except such services as are directly paid for by Tenant.

***Section 6.02. Landlord's Failure to Provide Services,***

(A) Landlord's failure to provide services;

i. This Lease and the obligation of Tenant to pay Annual Base Rent, Additional Rent and all other sums due hereunder and perform all of the other covenants and agreements hereunder on part of the Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is

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prevented or delayed from doing any of the above by reason of governmental interruption in connection with a national emergency or by reason of the condition of supply and demand which have been or are affected by war or other emergency. No diminution or abatement of Annual Base Rent, Additional Rent, or other sums due hereunder, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Building or to its equipment, fixtures or furnishings, nor for any space used to comply with any law, ordinance, or order of a governmental authority.

ii. Except in the case of an emergency, the Landlord will give Tenant at least five (5) Business Days' prior notice if Landlord intends to interrupt any services required to be furnished by the Landlord and shall minimize inconvenience to the Tenant to the extent practicable.

(B) In respect to the provisions of withies herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "services" when such interruption or curtailment shall be due to accident or due to any inability or difficulty in securing supplies or labor for the maintenance of such services or to some other cause beyond the reasonable control of Landlord such interruption or curtailment of any such "services" shall be deemed a constitutive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any such "services" during any period wherein the Tenant shall be in default in respect to the payment of Annual Base Rent or Additional Rent past the applicable cure period.

Revised: Line 627 to: 636

**ARTICLE 7  
PARKING**

**Section 7.01. Tenant's Parking Spaces.**

Landlord shall provide five (5) complimentary parking spaces to Tenant in the lot behind the Building.

**ARTICLE 8  
USE OF LEASED PREMISES**

**Section 8.01. General Use.**

Tenant shall have the right to use the Leased Premises for general office space and not for any other use without the prior written consent of the Landlord.

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**ARTICLE 9  
REPAIRS AND MAINTENANCE**

***Section 9.01. Landlord's Repairs,***

Landlord shall perform all maintenance and make all repairs, restoration and replacements to the Project not specifically imposed upon Tenant by the provisions hereof, the same to be included as Operating Expenses, except where the repair has been made necessary by misuse by Tenant, in which event Landlord shall nevertheless make the repair but Tenant shall pay to Landlord, as Additional Rent, the reasonable costs thereof, immediately upon demand, the cost therefor. Landlord shall maintain, repair and replace as necessary, and keep in good order, safe and clean condition, the same to be included as Operating Expenses, (1) the plumbing, sprinkler, HVAC, and electrical and mechanical lines and equipment associated therewith, elevators and boilers, broken or damaged glass and damage by vandals; (2) utility and trunk lines, tanks and transformers and the interior and exterior structure of the Building, including the roof, exterior walls, bearing walls, support beams, floor slabs, foundation, support columns and window frames; (3) the interior walls, ceilings and floor coverings (including carpets and tiles); and (4) the Common Building Facilities located within or outside the Building, including the common entrances, corridors, interior and exterior doors and windows, stairways and access ways therefor. Further, Landlord shall perform all repairs and restoration required by Article 10, "Fire and Other Casualty - Insurance" and Article 12, "Condemnation". Notwithstanding anything herein to the contrary, Landlord shall be responsible for any damages to the Project to the extent caused by the acts or omissions of its agents, employees, subcontractors, invitees and other tenants and occupants of the Project.

Except for repairs required because of acts or omissions of Tenant, its agents, employees, subcontractors, licensees and invitees, Landlord shall keep (subject to the inclusion of same as part of the Operating Costs) the Common Areas, foundation, roof, exterior wall and windows, load bearing items of the Building, and Building central HVAC in good repair.

***Section 9.02. Tenant's Repairs,***

Except as hereinafter provided, at its expense, Tenant shall make all necessary repairs and replacements to the Leased Premises which are specifically agreed upon in this Lease to be Tenant's obligations. Without limitation, Tenant shall not be liable for repairs or replacements caused by damage by fire or other casualty and damage caused by Landlord or by anyone other than Tenant or Tenant's agents, servants, employees or contractors acting within the scope of their employment.

Except as otherwise provided herein, Tenant shall have the responsibility and obligation to, at its own expense, keep and maintain the Leased Premises in good condition and repair, and shall make all repairs and replacements, to the reasonable satisfaction of Landlord, to preserve the Leased Premises in good working order and to remedy damage to all or any part of the Project caused by Tenant or Tenant's agents, contractors, employees, invitees, or visitors. If Tenant fails to make required repairs or replacements promptly, then Landlord may, at its option,



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plus interest at a floating rate per annum at all times equal to the prime rate of interest (or any comparable successor rate) in effect from time to time as announced by Bank of America, N.A., (or any successor thereto), plus three percent (3%) interest;

***Section 9.04. Emergency Repairs.***

If by reason of an emergency, repairs, restoration or replacements become necessary and by the provisions hereof are the responsibility of Landlord, Tenant may make such repairs, restoration or replacements which, in the reasonable opinion of Tenant, are necessary for the preservation of the vital building systems of the Leased Premises, or of the safety or health of the occupants in the Project, or of Tenant's Owned Property, as defined in Section 13.03, or are required by the Law, provided, however, that Tenant shall first make a reasonable effort to inform Landlord before making them. If Landlord is in breach of his obligations subsequent to a reasonable period after Landlord receives notice from Tenant of such emergency, Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant to make such emergency repairs, restoration, or replacements.

**ARTICLE 10  
FIRE AND OTHER CASUALTY INSURANCES**

***Section 10.01. Damage or Destruction.***

(A) The Tenant must give the Landlord prompt written notice of fire, accident, damage or known dangerous or defective condition. If any portion of the Project (to include any improvements to the Leased Premises, whether Landlord's Property, as defined in Section 10.02(A), or Tenant's Owned Property as defined in Section 13.03, but excluding "Tenant's Personal Property", is damaged by fire, earthquake, flood or other casualty, or by any other cause of any kind or nature (the "Damaged Property") and the Damaged Property can, in the reasonable opinion of an architect/engineer, be repaired within two hundred seventy (270) days from the date of such casualty, Landlord shall proceed immediately after receipt of such insurance proceeds to make such repairs as required by Section 10.01(C). This Lease shall not terminate, but Tenant shall be entitled to a pro rata abatement of Annual Base Rent payable during the period commencing on the date of the damage and ending on the date the Damaged Property is repaired as aforesaid and the Leased Premises are delivered to Tenant, together with a certificate of occupancy (temporary or permanent).

When required by this Article, the architect/engineer's opinion shall be delivered to Tenant within thirty (30) days from the date of damage. The architect's opinion shall be made in good faith after a thorough investigation of the facts required to make an informed judgment. The architect/engineer shall consider and include as part of his/her evaluation, the time necessary to obtain the required approvals of the mortgagee and insurer, to order and obtain materials, and to engage contractors.

(B) If (i) in the reasonable opinion of the architect/engineer, damage to the Damaged Property cannot be repaired within two hundred seventy (270) days from the date of casualty or

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(ii) the term will expire within one (1) year from the date of the damage and Tenant fails to extend the term in accordance with any right granted in Section 2.02 within ninety (90) days from the date of the damage, Tenant may terminate this Lease as follows: (a) for the reason stated in subparagraph (i), by notice to Landlord within twenty (20) days from the date on which the architect's opinion is delivered to Tenant; or for the reason stated in subparagraph (ii), by notice to Landlord within one hundred (100) days from the date of the damage. Upon termination, Annual Base Rent ~~and~~ shall be apportioned as of the date of the termination and all prepaid Annual Base Rent shall be refunded to Tenant.

(c) Notwithstanding anything contained in this Section 10.01 to the contrary, there shall be no obligation on the part of Landlord to repair the Damaged Property if, in the reasonable opinion of the Architect, the damage to the Damaged Property cannot be repaired within two hundred seventy (270) days of the date of such casualty or the damage occurred during the last twelve (12) months for the term of this Lease and the damage to the Leased Premises is to the extent that the damage is twenty percent (20%) of the full insurable value of the Leased Premises immediately prior to the casualty unless Tenant, within thirty (30) days after the damage, exercises its option to renew pursuant to Section 2.02 hereof thus creating a remainder of the term in excess of twelve (12) months.

(d) If neither party exercises its option to terminate hereunder, Landlord shall, with due diligence, repair the Damaged Property, including Tenant's Owned Property, except for Tenant's Personal Property, and Landlord's Property, as a complete architectural unit of substantially the same usefulness, design and construction existing immediately prior to the damage. Tenant shall be entitled to a pro rata abatement of Annual Base Rent in the manner and to the extent provided in Section 10.01(A).

(E) If by operation of this Article Landlord undertakes but fails to complete repairs of the Damaged Property including Tenant's Owned Property, except for Tenant's Personal Property, as required by the provisions of this Article and deliver the Leased Premises to Tenant within three hundred (300) days from the date of the casualty, for any reason other than Excusable Delay or a material and adverse delay caused by Tenant, Tenant may upon not less than thirty (30) days prior written notice to Landlord and the holder of any mortgage encumbering this Project who shall have given Tenant an address to which notices can be sent, terminate this Lease effective as of the last day of the next succeeding calendar month; provided, however, that if Landlord completes such repairs of the Damaged Property prior to the effective date of cancellation, Tenant's election to cancel shall be deemed waived. If Tenant elects to terminate, this Lease and the Term shall end on the date specified in the notice and Annual Base Rent shall be apportioned as of the date of the termination and all prepaid Annual Base Rent shall be refunded to Tenant.

(F) The word "repair" shall include rebuilding, replacing and restoring the Damaged Property. Nothing in this Section 10.01 shall require Landlord to (i) restore, repair, or replace any leasehold improvements, inventory, furniture, chattels, contents or Tenant's Personal Property located on, in, under, above, or which serve the Premises, or (ii) rebuild the Leased Premises in the condition and state that existed before any such damage or destruction.

(G) If the Leased Premises are destroyed or damaged, a reputable licensed architect/engineer designated by Landlord, subject to Tenant's approval which shall not be

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unreasonably withheld) shall determine the extent of the destruction or damage and will provide Landlord and Tenant with certificates attesting to the condition of the Leased Premises. The certificates of the architect shall bind the parties as to:

- (i) Whether or not the Leased Premises are rendered untenantable and the extent of such untenantability;
- (ii) The date upon which the Landlord's work of reconstruction or repair or Tenant's work of reconstruction or repair is completed, or substantially completed, and the date when the Leased Premises are rendered tenantable; and
- (iii) The status of completion of any work of either the Landlord or the Tenant under Section (A) hereof.

**Section 10.82. Insurance.**

- (A) Throughout the initial Term and any renewal term, Landlord shall for the benefit of itself, its mortgagees and, to the extent applicable, Tenant shall obtain (to the following insurance from responsible, solvent insurance companies authorized to do business in the State of New York:
  - (i) All Risk Property Insurance coverages (including Flood and Earthquake, if necessary) covering the Building in an amount or amounts not less than the full replacement cost of the Building;
  - (ii) All risk insurance covering loss of rentals in an amount not less than Annual Base Rent for a period of one year;
  - (iii) Insurance covering the boiler, if any, and Landlord's machinery, including the air-conditioning system, all on a broad form basis;
  - (iv) Comprehensive general liability insurance with a combined single limit of liability of at least \$2,000,000; and
  - (v) Such other insurance coverages and in such amounts as Landlord's mortgagees may require.
- (v) Employer's liability insurance with a minimum limit of \$500,000 for bodily injury;
- (vi) Worker's Compensation and Disability Insurance in statutory limits, which shall include waiver of rights to recover from others endorsement #WC00313 to the benefit of the Certificate Holder; and





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Prior to the Term Commencement Date, Tenant shall have its insurance company or broker(s) provide a Certificate of Insurance to the Landlord evidencing coverages in compliance with the above requirements. The Certificate of Insurance shall provide thirty (30) days advance written notice to the Landlord in the event of the cancellation, change and/or non-renewal of the coverages certified. The Certificate of Insurance shall be renewed and filed with the Landlord annually for the duration of this Lease. A copy of the Certificate of Insurance shall be provided to Landlord upon twenty (20) days written notice.

(C) Landlord and Tenant each hereby release the other, its officers, directors, members, 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 to the extent covered by valid and collectable insurance with standard extended coverage endorsement even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall apply only to loss or damage;

(D) actually recovered from an insurance company or would have been recovered if the respective party had maintained the insurance required under this Section; and

(E) occurring during the time for which the releasor's fire or extended coverage insurance policies shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that all risk coverage insurance policies carried by each of them respectively and covering the described premises or their contents will include the clause or endorsement referred to above as long as the same be obtainable without extra cost or, if extra cost shall be charged therefore, so long as the other party pays such extra cost. If any extra cost shall be chargeable shareable/unchargeable, each party shall promptly advise the other of the amount of the extra cost. Each party shall look solely to the proceeds of its respective casualty insurance company (and to its own funds to the extent it is self-insured) to compensate it for any such loss, damage or destruction, except for any negligent or willful act or omission not covered by insurance and attributable to Tenant, Landlord, or any of their respective agents, invitees, licensees, contractors or employees.

ARTICLE 11  
INDEMNIFICATION

Section 11.01. *Indemnification.*

Subject to the provisions of Section 10.02(C), Landlord and Tenant each agree, to the fullest extent permitted by applicable law, to indemnify and save the other harmless from any and all claims for bodily injury (including death) or property damage made against one party

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herein if (1) arising from any breach or default by the other party hereto (including its agents, invitees, employees or contractors) in the performance of any covenant or agreement on its part to be performed pursuant to the provisions of this Lease, or (2) occurring within the Project limits and arising from the misconduct or negligence of the other party (including its agents, servants, employees, invitees, or contractors in the scope of their employment or agency). This indemnity shall include all court costs, attorneys' fees, expenses and liabilities incurred by the indemnified party against which the claim is made. If any action or proceeding is brought against either Landlord or Tenant by reason of any such claim, the indemnifying party agrees to defend the action or proceeding at its expense upon notice from the party to be indemnified.

**ARTICLE 12  
CONDEMNATION**

**Section 12.01. Taking Lease Hold.**

If at any time during the Term of this Lease the whole of the Building or substantial part of the Leased Premises (more than twenty percent (20%) of the usable square footage of the Lease Premises) shall be taken for any public or quasi-public use, under any statute or by right of eminent domain, this Lease shall terminate on the date of such vesting of title or transfer of possession, whichever occurs earlier, except as provided in Section 12.03, and the Annual Base Rent shall be apportioned and paid, or refunded, as the case may be, to such date.

**Section 12.02. Taking Lease Consideration.**

If twenty percent (20%) or less than all of the Building shall be taken this Lease shall remain unaffected, except that Tenant shall be entitled to a pro rata abatement of Annual Base Rent based upon the portion of, or nature of, the space taken and upon the proportion which the area of the Leased Premises so taken bears to the area of the Leased Premises immediately prior to such taking and, in addition, the Operating Expenses and Real Estate Taxes for the Operating Expense Base Year shall be reduced by the same proportion from and after the has vested or denial of possession, whichever is later.

**Section 12.03. Temporary Taking.**

If the use and occupancy of the whole or any part of the Building is temporarily taken for a public or quasi-public use for a period less than the balance of the Term and during the duration of such taking, the business operations of the Tenant are interrupted for a period in excess of ten (10) consecutive Business Days, Tenant shall be entitled to a pro rata abatement of Annual Base Rent and Additional Rent, equitably adjusted retroactively to the first (1st) day of such interruption as to the unusable portion of the Leased Premises until such temporary taking has ceased.

**Section 12.04. Landlord's Award.**

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Except as provided in Section 12.05, Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in Tenant and Tenant shall receive no part of such award or awards from Landlord or in the proceedings except as otherwise expressly provided in this Article. Subject to the foregoing, Tenant hereby assigns to Landlord any, and all, of Tenant's right, title, and interest in or to such award or awards or any part thereof.

**Section 12.06. Tenant's Award.**

If there is a taking hereunder, Tenant shall be entitled to receive out of the award or, if allowed by the Law, to apportion, claim, prove and receive in the condemnation proceeding (1) the value of Tenant's Personal Property that was damaged, destroyed or taken hereunder; (2) the cost of relocation; and (3) special awards or allowances paid to tenants when their rental space is taken by eminent domain, provided none of the above shall affect or impair Landlord's award.

**Section 12.06. Reimbursement by Landlord.**

If there is a taking hereunder and this Lease is continued, Landlord shall, at its expense, proceed with reasonable diligence to repair, replace and restore the Project to include the Building, the Leased Premises including all Tenant improvements which revert to Landlord on expiration of the Term and the Landlord's Property as a complete architectural unit of substantially the same proportions, usefulness, design and construction, excluding any of Tenant's Owned Property as possible existing immediately prior to the date of taking.

**Section 12.07. Defalcation.**

Taking by condemnation or eminent domain hereunder shall include the exercise of any similar governmental power and any sale, transfer or other disposition of the Building in lieu or under threat of condemnation. The word "Building", as used in this Article only, shall mean the Leased Premises and Common Building Facilities.

**ARTICLE 13  
ALTERATIONS AND IMPROVEMENTS**

**Section 13.01. Tenant's Changes No Approval.**

Tenant may place and replace its trade fixtures, tools, machinery, furniture, equipment and other tangible personal property ("Tenant's Personal Property") in the Leased Premises as it may desire at its own expense without Landlord's consent. Tenant shall not alter, improve, replace or file Leased Premises, except in accordance with Section 13.02.

**Section 13.02. Tenant's Changes Landlord's Approval.**

(A) Except as to non-structural cosmetic or decorative alterations, costing less than Ten Thousand Dollars (\$10,000) in the aggregate in any calendar year, Tenant shall not make

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any alterations, installations, changes, replacements, additions or improvements (structural or otherwise) in or to the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. It shall be deemed reasonable for the Landlord to withhold its consent if Landlord's lender withholds its consent to any such alteration, installation, change, replacement, addition or improvement. Maintenance and repair of equipment, such as special lighting, fixtures, kitchen fixtures, heating, ventilation or air conditioning equipment, bathroom fixtures and any other type of equipment together with related plumbing or electrical services, or Tenant's rugs, carpetsing and drapes within the Leased Premises, installed by Tenant or such other maintenance or repair caused directly or indirectly by the acts or omissions of Tenant and its agents, employees, licensees or invitees, shall be the sole responsibility of Tenant, and Landlord shall have no obligation or expense in connection herewith.

(B) If Tenant desires to make alterations, improvements, replacements or other changes, Tenant shall make a request for Landlord's approval by submitting to Landlord a list of proposed contractors and plans and specifications for the work to be performed. In making, or causing to be made, any alteration, addition or improvement, Tenant shall comply with all applicable laws, regulations, ordinances and orders and shall, at the sole cost and expense of Tenant, procure all requisite governmental approvals, authorizations and permits. All alterations, additions and improvements made or caused to be made by Tenant shall be in a good and workmanlike manner.

(C) All alterations, additions or improvements (including any improvements, additions, and alterations installed as part of the Landlord's Work in Section 4.01 in or to the Leased Premises shall become the property of Landlord on the expiration or termination of this Lease; provided, however, that Tenant may remove movable trade fixture, furnishings and equipment ("Tenant's Personal Property") and, provided further, that Landlord may direct the removal of fixtures, alterations, additions or improvements made by Tenant by giving written notice to Tenant before, or within thirty (30) days after, the expiration or termination of this Lease, and Tenant shall promptly complete such removal and repair in a good and workmanlike manner any damage caused by the removal. All alterations, additions, improvements, furniture, equipment and other property remaining within the Leased Premises after the expiration or termination of this Lease (and not directed to be removed by Landlord pursuant to the aforementioned written notice) shall be deemed abandoned by Tenant and become the property of Landlord, and may be used or disposed of (including, without limitation, sale or trash disposal) in any manner that Landlord deems appropriate, without any liability to Tenant therefor.

(D) Tenant shall maintain or cause to be maintained adequate worker's compensation insurance covering all persons in connection with the work, and comprehensive general, public liability insurance for the mutual benefit of Landlord and Tenant in an amount not less than one million dollars (\$1,000,000) per occurrence.

Before any work commences, Tenant must obtain all necessary licenses and permits therefor and cause Tenant's contractor(s) to furnish to Landlord certificates of worker compensation, commercial general liability and property damage insurance in amounts, forms, and with insurance companies acceptable to Landlord, naming the Landlord, Schenectady Metropolitan Development Authority and any other municipal funding agency (if applicable), and

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the naming agent as additional insureds. Notwithstanding the foregoing, Landlord deems adequate insurance during the Initial Term to include a commercial general liability policy with 1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Prior to the start of any Extended Term, Landlord and Tenant shall agree to a commercially reasonable adjustment of such insurance coverage amounts.

(B) Except for costs that Landlord agrees in writing to pay, Tenant shall pay for all costs of alterations, additions or improvements in or to the Leased Premises and, on Landlord's request, Tenant shall deliver proof of such payment to Landlord. Tenant shall not permit any mechanic's lien or other similar lien to be filed against the Project or against Landlord's interest in the state by reason of any work, labor, services or materials supplied for any alteration or improvement or other work performed by or on behalf of Tenant. If any such lien shall at any time be filed against the Project, Tenant shall within thirty (30) days after written notice from Landlord, cause such lien to be discharged of record, by payment, deposit, bond or court order. If Tenant fails to discharge such lien within such thirty (30) days period, then, in addition to (and not in lieu of) any other right or remedy of Landlord, upon at least ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge such lien by posting a mechanic's lien bond. In such event, Landlord shall be entitled to be reimbursed by Tenant for any payment of the bond premium and costs and expenses (including, without limitation, legal fees and disbursements) together with interest thereon at a fluctuating rate per annum equal to the prime rate of interest (or any comparable successor rate) in effect from time to time as announced by Bank of America (or any successor thereof) plus six percent (6%), computed as to each item from the date of payment by Landlord. All such sums shall be deemed to be Additional Rent and due contemporaneously with the payment of the next succeeding installment of Annual Base Rent. At the request of Landlord from time to time, Tenant shall deliver to Landlord written waivers of lien by any architect, contractor, material man, laborer and any other person supplying materials or labor in connection with the improvement, addition or alteration whereby such person waives any lien upon or against the Project and the interest of the Landlord therein.

(C) Notwithstanding the provisions hereof, in the event repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to Tenant equipment at Tenant's expense. Within thirty (30) days after Landlord renders a bill for the cost of said repairs, Tenant shall reimburse Landlord for the reasonable cost thereof. Wherever reasonably possible under the circumstances, however, Landlord shall give Tenant notice prior to making such repairs.

**Section 13.03. Tenant's Owned Property.**

Except as elsewhere provided in the Lease, all of Tenant's Personal Property and all non-structural alterations, improvements, replacements and changes made prior to or during the term, paid in full by Tenant, shall be owned by and maintained, and remain the property of Tenant.

**Section 13.04. Removal of Tenant's Owned Property.**

Tenant may remove all or any of Tenant's Owned Property at any time during the Term and perform any such removal in a good and workmanlike manner any damage caused by the removal. At the expiration or termination of this Lease, the Tenant shall remove all the Tenant's



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Tenant shall comply with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder (collectively referred to in this Lease as the "Laws") which are applicable to Tenant's specific manner of use or use of the Leased Premises as distinguished from requirements generally applicable to the Leased Premises. Nothing herein shall be deemed to impose any obligation upon Tenant for any elements of the structure or Building service systems, or for any restoration, alterations, leasehold improvements as part of Landlord's Work, replacements or repairs required to be made by Landlord pursuant to the provisions of this Lease.

**ARTICLE 15  
SURRENDER OF POSSESSION**

***Section 15.01. Surrender of Possession.***

Subject to Article 13 above, at the expiration or earlier termination of the Term, Tenant will peacefully yield up the Leased Premises to Landlord in its original condition, ordinary wear and tear excepted.

**ARTICLE 16 Intentionally Deleted**

**ARTICLE 17  
SUBORDINATION  
AND NON-DISTURBANCE**

***Section 17.01. Subordination and Non-Disturbance.***

This Lease shall be subordinate and subject to all ground and underlying leases, if any, and to any mortgages thereon and to any mortgages covering the fee of the Project, and to all renewals, consolidations, amendments, modifications or replacements thereof, provided, however, that with respect to any mortgage, no later than the Term Commencement Date and, with respect to any future mortgage, on or before the effective date thereof, Landlord shall obtain from its mortgage a written agreement with Tenant substantially in the form attached hereto and marked Exhibit D which provides that if the mortgage or any successor in interest shall succeed to the rights of the Landlord under this Lease, whether through possession, surrender, assignment, subletting, judicial or foreclosure action, or delivery of a deed or otherwise, Tenant shall attorn to and recognize each successor-landlord as Tenant's landlord and the successor-landlord will accept such attornment and recognize Tenant's rights of possession and use of the Leased Premises in accordance with the provisions of this Lease. This clause shall be self-operative, and no further instrument of attornment or recognition shall be required. Provided the



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applicable mortgage delivers to the Tenant a non-disturbance agreement in the form described above, that upon a foreclosure or deed in lieu thereof (or termination of any such ground lease, if any), this Lease shall be subject and subordinate to the provisions, operations and effect of said lien.

**ARTICLE 18  
MECHANIC'S LIENS**

*Section 18.01. Mechanic's Liens.*

During the term of this Lease, Tenant shall discharge by payment, bond or otherwise those mechanic's liens filed against the Project for work, labor services or materials claimed to have been performed at or furnished to the Leased Premises for or on behalf of Tenant except when the mechanic's liens are filed by a contractor, subcontractor, material man or laborer of Landlord, in which event Landlord shall discharge the liens by payment, bond or otherwise.

**ARTICLE 19  
COVENANTS**

*Section 19.01. Affirmative Covenants.*

(A) Tenant covenants and agrees that:

(i) Tenant shall not bring, keep, discharge or release or permit to be brought, kept, discharged or released, in or from the Project any Hazardous Materials except for normal, reasonable quantities of customary restaurant, office, Leased Premises needs, and cleaning supplies and products provided same are used, stored and disposed of in compliance with all applicable federal, state and local laws, regulations or ordinances. As used in this Lease, "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any other contaminant or pollutant which is or becomes regulated by any federal, state or local law, ordinance, rule or regulation and shall include asbestos and petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. '9601 et seq. and the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. '6901 et seq. Any Hazardous Materials shall be used, kept, stored and disposed of in accordance with all applicable federal, state and local reporting and disclosure requirements with respect to Hazardous Materials applicable in its business operations on the Leased Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any, and all Hazardous Materials, waste and contaminants (whether, or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Leased Premises.

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(ii) Should any governmental authority or any third party rightfully demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Leased Premises and which arises from Tenant's use or occupancy of the Leased Premises (other than such occurrences caused by Landlord, its employees, licensees or invitees), then Tenant shall, at Tenant's own expense, prepare and submit any legally required plans and all related bonds and other financial assurances; and Tenant shall carry out all such legally required cleanup plans.

(iii) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Materials that is requested by Landlord, provided that, if such information, use or generation of Hazardous Materials is a trade secret or confidential business information, Landlord shall be willing to enter into a confidentiality agreement in form, substance and detail reasonably acceptable to Landlord. If Tenant fails to fulfill any duty imposed under this Article 19 within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Leased Premises and Tenant's use thereof and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any applicable law shall constitute a waiver of any of Tenant's obligations under this Article 19.

(B) Anything in this Lease to the contrary notwithstanding, Tenant will indemnify, defend and hold Landlord, Landlord's lender, the managing agent of the Project and their respective constituent members, employees and agents harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses, demands, defenses, judgments, suits, actions, proceedings, or charges, including, but not limited to, all reasonable costs of legal and expert fees and disbursements and of investigations, monitoring, legal representations, remedial response, removal, restoration or permit acquisitions, which may be required, undertaken, offered, paid, awarded or otherwise incurred as a result of any contamination by Hazardous Materials existing on, in or under the Project arising from the acts or omissions of the Tenant or any of its employees, agents, licensees or invitees or any independent third party's activities at the Project during the Lease Term.

(C) The obligations and liabilities under this Article 19 shall survive the expiration or termination of this Lease.

**Section 19.02. Negative Covenants.**

(A) The Tenant or its agents, employees, licensee or invitees or other third parties shall neither encumber nor obstruct the sidewalk in front of entrance to, or halls and stairs of the Common Building Facilities or any other part of the Project.

(B) The Tenant will not, nor will the Tenant permit under tenants or other persons, to do anything in said Leased Premises, or bring anything into said Leased Premises, or permit anything to be brought into said Leased Premises or to be kept therein, which will in any way increase the rate of fire, liability, or other applicable insurance on said Project, nor use the Leased Premises or any part thereof nor suffer or permit their use for any business or purpose

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which would cause an increase in the rate of fire insurance on the Project, or conflict with the fire laws or regulations, or with any insurance policy upon the Project, or any part thereof or with any statutes, rules or regulations enacted or established by the appropriate governmental authority. Tenant agrees to pay on demand any increase in fire insurance arising from its failure to observe the terms and provisions of this paragraph.

(C) Tenant will not use or permit the Leased Premises or any part thereof to be used for any disorderly, disruptive, unlawful or extra hazardous purposes and will not manufacture any such commodity therein, under penalty of damages and forfeiture, and in the event of a breach hereof the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the Initial Term. Tenant will not use or permit the Leased Premises to be used for any purposes that, in Landlord's opinion, which materially impairs the reputation or character of the Building. Tenant shall refrain from and discontinue such use immediately upon receipt of written notice from Landlord.

**ARTICLE 20  
DEFAULT**

**Section 20.01. Default by Tenant**

(A) If Tenant shall default in the payment of Annual Base Rent and such default shall continue for five (5) days after written notice (provided, however, if Landlord shall be required to give such notice two (2) times in any one Lease Year or four (4) times during the entire Term, of this Lease, then, thereafter, if Tenant shall so default in the payment of Annual Base Rent (or Additional Rent) for ten (10) days after same shall be due) or if without the consent of the Landlord, the Tenant shall sell, assign or mortgage this Lease, or if Tenant shall abandon the Leased Premises, provided, however, that Tenant may vacate all or any portion of the Leased Premises provided that Tenant continues to pay all Annual Base Rent with Additional Rent due hereunder on the entire Leased Premises or if at any time Tenant shall fail to have in effect any insurance required to be maintained by Tenant with this Lease and does not obtain such coverage within ten (10) days of receiving written notice from Landlord or if default be made in the performance of any of the covenants and agreements in this Lease contained on this part of the Tenant to be kept and performed for thirty (30) days after written notice (with an additional sixty (60) days if Tenant has commenced to cure and is diligently pursuing cure) or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments or of any and all their departments and bureaus, applicable to said Leased Premises, or if the Tenant shall file or cause to be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act and such proceeding is not stayed or dismissed within sixty (60) days thereafter, the Landlord may (a) cure such default, and any reasonable costs and expenses incurred by Landlord therefore shall be deemed Additional Rent, and (b) if the Landlord so elects, at any time thereafter, terminate this Lease and the Term hereof, on giving to Tenant thirty (30) days' notice in writing of the Landlord's intention so to do, and this Lease and the Term hereof shall expire and come to an





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until otherwise directed in writing by Landlord and, if requested in writing by Landlord, simultaneously served on or sent to Landlord's first mortgagee at the address specified in such request. Any notice, request or demand by Landlord to Tenant shall be addressed to Tenant at:

COUNTY OF SCHENECTADY NAME  
Attn: Rory Fluman, \_\_\_\_\_ County Manager Name, Title  
602 State Street Street Address  
Schenectady, New York 12305 City, ST zipcode

With a copy to:

NAME COUNTY OF SCHENECTADY  
Attn: Christopher H. Gardner, County Attorney  
602 State Street  
Schenectady, New York 12305  
Attn Name:  
Address  
City, ST zipcode

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until otherwise directed in writing by Tenant. Rejection or other refusal to accept a notice, request or demand or the inability to deliver the same because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request or demand sent.

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**ARTICLE 23  
ASSIGNMENT AND SUBLETTING**

***Section 23.01. Assignment or Sublease.***

(A) Except as otherwise provided in this Article 23 to the contrary, Tenant, its successors thereof and assigns shall not assign this Lease, or underlet or under-lease the Leased Premises, or any part sublet the Leased Premises or any part thereof or transfer possession or occupancy thereof (by operation of law or in any other manner) to any person, firm or corporation, or transfer or assign this Lease, without the prior written consent of Landlord, which consent Landlord agrees not to unreasonably withhold, or delay.

(B) Written consent shall not be required in the event the assignment or sublease is to any subsidiaries or affiliates of Tenant or assignment of stock or substantially all of their assets. As used herein, the term "affiliate" of a party shall mean any corporation or other business entity controlled by or controlling under common control with such party.

(C) Any subletting or assignment consented to by Landlord shall be evidenced in writing, with exception of (B) above, in a form reasonably acceptable to Landlord. Consent by Landlord to any assignment or subletting by Tenant shall not operate as a waiver of the necessity for obtaining Landlord's consent in writing to any subsequent assignment or subletting; nor shall

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such assignment, or the collection or acceptance of rent from any such assignee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease. In the event that Tenant defaults under this Lease in the Payment of Annual Base Rent or Additional Rent Tenant hereby assigns to Landlord the Annual Base Rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord.

(D) One hundred (100%) percent of the net accounting to Tenant as the result of any sublease or assignment which is in excess (the "Excess Rent") of the pro-rata share of rent then being paid by Tenant for the portion of the Leased Premises being sublet, shall be retained by Tenant. For the purposes of the foregoing, Excess Rent shall be deemed to include, but shall not be limited by, the difference between the amount of all rent and other consideration of whatever nature payable by such sub-lessee in excess of the rent payable by Tenant under this Lease and the sum of all costs reasonably incurred by Tenant to sublet or assign the Leased Premises (i.e.: brokerage fees, attorney's fees, etc.).

**Section 23.02. Liability of Tenant.**

If Tenant assigns or sublets hereunder, Tenant shall notify Landlord thereof and Tenant shall remain responsible for the faithful performance and observance of all of the covenants and obligations on Tenant's part to be performed in this Lease. Landlord agrees that if Tenant assigns this Lease and the assignee defaults and fails to cure such default within the applicable grace period provided in Article 20, Tenant shall have the right to recover possession of the Leased Premises once Landlord shall have terminated the assignee's right to possession or this Lease by curing the assignee's default within a reasonable time. In the event of any subletting or this Leased Premises or assignment of this Lease by Tenant, with or without Landlord's consent, Tenant shall remain liable to Landlord for payment of the Annual Base Rent and Additional Rent stipulated herein and all other covenants and conditions contained herein.

**ARTICLE 24  
LIMIT ON LANDLORD'S LIABILITY**

**Section 24.01. Limitations of Landlord's Liability.**

Notwithstanding anything to the contrary provided in this Lease, it is specifically agreed that Tenant agrees that it shall look solely to the estate and property of the Landlord in the Project, and subject to the prior rights of any mortgagees of the Project (and not to the members of the Landlord or the constituent members of the Landlord, except to the extent that Landlord's liability is payable by insurance) for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.









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Industrial disturbance; civil disturbance; future order of any government, court or regulatory body claiming jurisdiction; act of the public enemy; war, riot, sabotage, blockage or embargo; failure or inability to secure materials or their reasonable substitutes, supplies or their reasonable substitutes, or labor through ordinary sources by reason of shortages or priority or similar regulation or order of any government or regulatory body; lightning, earthquake, fire, storm, hurricane, tornado, flood, washout or explosion, or act or omission of one party hereto which prevents the party claiming delay from complying, or which materially and adversely interferes with the claiming party's ability to comply with an obligation under this Lease on its part to be performed. Any time limits required to be met by either party hereunder whether specifically made subject to Excusable Delay or not, except those related to the payment of Annual Base Rent or Additional Rent and the provision of required insurance, shall, unless specifically stated to the contrary elsewhere in this Lease, be automatically extended by the number of days by which any performance called for is delayed due to Excusable Delay.

**ARTICLE 36  
RECORDATION OF LEASE**

This Lease shall not be recorded by either Landlord or Tenant. However, either party may request that a memorandum of this Lease or a memorandum setting forth the ~~covenants, covenants~~ be recorded in a form reasonably acceptable to both. As a condition to the recording of such memorandum of this Lease, a discharge of memorandum of this Lease shall be concurrently executed by the parties and delivered to Landlord's counsel to be held in escrow pending the expiration or earlier termination of this Lease. The requesting party shall pay all costs of recording.

**ARTICLE 37  
SECURITY AGREEMENT**

*Section 37.01. Security Agreement.*

Tenant is to pay contemporaneously with the signing of this Lease the amount of one month's Monthly Base Rent, as security for the full and faithful performance and observance by Tenant of all the terms, covenants, and conditions of this Lease (the "Security Deposit"). If Tenant defaults in the full and prompt payment or performance of any of Tenant's obligations under this Lease including, without limitation, the payment of Rent and/or Additional Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent and/or Additional Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default. If Landlord shall so use, apply or retain the whole or any part of the Security Deposit, Tenant shall replenish the Security Deposit on demand. If Tenant shall fully and faithfully comply with all of Tenant's obligations under this Lease Agreement, the Security Deposit or any balance thereof shall be returned to Tenant upon the termination of the Lease which shall not be

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used as last month's Rent. If Landlord assigns its interest in the Lease pursuant to Article 25, Landlord shall have the right to transfer the Security Deposit to the vendee and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit.

**ARTICLE 38  
MISCELLANEOUS**

***Section 38.01. Partial Invalidity.***

If any covenant, condition or provision of this Lease, or the application thereof to any Person or circumstance, shall be held to be invalid, or unenforceable, then in each such event the remainder of this Lease or the application of such covenant, condition or provision to any other Person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by the Law.

***Section 38.02. Intentionally Deleted.***

***Section 38.03. Grammatical Usage.***

In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form, and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

***Section 38.04. Terms Inclusive.***

Subject to the provisions of Section 25.01 hereof the terms "Landlord" and "Tenant" shall include the parties named in this Lease, their legal successors in interest, and all permitted subtenants or assigns.

***Section 38.05. Captions.***

Captions are inserted in the Lease only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Lease or in any way affect this Lease.

***Section 38.06. Further Action.***

The parties shall execute and deliver all documents, provide all information and take or further all such action as may be necessary or appropriate to achieve the purpose of this Lease.

***Section 38.07. Exclusive Agreement.***

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This Lease constitutes the entire agreement between the parties pertaining to the subject matter thereof and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation or condition not expressed in this Lease shall affect, or be deemed to interpret, change or restrict the express provisions hereof.

***Section 38.68. Trial by Jury.***

It is mutually agreed between the Landlord and the Tenant that each of them shall, and hereby does, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the Tenant's use or occupancy of the Leased Premises, and any claim of injury or damage related to any of the same.

***Section 38.69. Amendment or Termination.***

Except as otherwise provided herein, this Lease may be modified or amended only with the prior written approval of both parties, and it may not be discharged or terminated except in writing.

***Section 38.10. Authorizations and Representations.***

Each party hereby severally represents that it has been duly authorized to execute, deliver and perform this Lease through its members, officers or agents signing on its behalf.

***Section 38.11. Rules of Interpretation.***

This Lease shall be strictly construed against neither Landlord nor Tenant; each provision hereof shall be deemed both a covenant and a condition running with the Building, except as otherwise expressly provided in this Lease and its Exhibits and other attachments, the singular included the plural and the plural includes the singular; "or" is not exclusive; a reference to an agreement or other contract includes supplements and amendments thereto to the extent permitted by this Lease; a reference to the Laws includes any amendments or supplement to such Law; a reference to a Person includes its permitted successors and assigns; accounting provisions have the meanings assigned to them by generally accepted accounting principles applied on a consistent basis; the words "such as," "include," "exclude" and "including" are not limiting except as specifically agreed upon in this Lease, any right may be exercised at any time and from time to time and all obligations are continuing obligations throughout the term of this Lease and in calculating any time period, the first day shall be excluded and the last day shall be included and all days are calendar days unless otherwise specified.

***Section 38.12. No Exclusionary Remedies***

No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative in addition to all other

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remedies at law or in equity which either party may have arising out of an event of default of the other party.

***Section 38.13. Project Contractors and Suppliers.***

Except as otherwise specifically set forth in this Lease, Landlord hereby covenants and represents that Tenant may deal with any person or entity for services (including food and vending services), supplies, materials, labor, equipment, transportation, tools, machinery and any other similar or dissimilar services or items in connection with the use and occupation of the Leased Premises and any work performed therein.

***Section 38.14. Consent.***

It is specifically understood and agreed that wherever in this Lease Landlord's consent or approval is required, the same will not be arbitrarily withheld, delayed or conditioned.

***Section 38.15. Twenty-four (24) Hour Access.***

Tenant shall be entitled to twenty-four (24) hour, seven (7) day a week access to the Leased Premises. Tenant shall obtain said access to the Building by means of a swipe card entry system or other similar means to be provided by Landlord to afford access to the Building.

***Section 38.16. Advertising and Solicitation.***

Canvassing, soliciting and peddling in the Building are prohibited and the Tenant shall cooperate to prevent the same.

***Section 38.17. Acceptance of Sums due Hereunder.***

Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant on account of this Lease in any amount whatsoever and apply the same at Landlord's option to any obligation of Tenant under this Lease and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same, no endorsement or statement or any or any check or letter of Tenant shall be deemed accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

***Section 38.18. Intentionally Deleted.***

***Section 38.19. Counterparts/Document Imaging.***

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree

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**Date: February 17-April 5, 2023**

that signatures transmitted by facsimile or scanned and e-mailed or other electronic method shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchanges executed original counterparts of this Lease. The parties shall be entitled, in their sole discretion, to image or make copies of any final, fully executed documents, including but not limited to the Lease and any related Exhibits or amendments, and the parties may destroy or archive the paper originals.

**Section 36.26. No Construction Against the Provisor of the Lease.**

This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant, and their separate advisors believe that this Lease is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in preparing it.

**Section 36.27. Lease Year.**

The term "Lease Year" shall mean the twelve (12) month period commencing on the Term Commencement Date and each twelve (12) full calendar month period thereafter except that in and to the extent the Term Commencement Date occurs on a date other than the first day of a calendar month, the first Lease Year shall include that portion of the month from the Term Commencement Date through the end of such calendar month plus the next succeeding twelve (12) full calendar months.

**Section 36.22. Indemnification Provisions.**

**Section 36.23. Landlord's Managing Agent.**

Unless Landlord shall render written notice to Tenant to the contrary in accordance with the provisions of Article 22 hereof, Galvest Management Corporation is authorized to act as Landlord's agent in connection with the performance of this Lease, including, without limitation, the receipt and delivery of any and all notices and consents in accordance with Article 22. Tenant shall direct all correspondence and requests to, and shall be entitled to rely upon, correspondence received from Galvest Management Corporation, as agent for the Landlord in accordance with Article 22. Tenant acknowledges that Galvest Management Corporation is acting solely as agent for Landlord in connection with the foregoing, and neither Galvest Management Corporation nor any of its direct or indirect partners, officers, shareholders, directors or employees shall have any liability to Tenant in connection with the performance of Landlord's obligations under this Lease and Tenant waives any and all claims against any such party arising out of, or in any way connected with this Lease, provided however Landlord hereby indemnifies and defends and holds Tenant harmless from the negligence or misconduct of Galvest Management Corporation.





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**Date: February 17, April 5, 2023**

**IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first above written.**

**ALBANY VENTURES, INC.**

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

**Name: David M. Buicko**

**Title: President and Chief Executive Officer**

**COUNTY OF SCHENECTADY TENANT COMPANY NAME**

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

Name:

Title:

**DRAFT FOR DISCUSSION PURPOSES ONLY**

Date: February 17 to April 5, 2023

**EXHIBIT A  
LANDLORD'S WORK**

**Walls:** Construct new gypsum partition walls for additional offices per Exhibit B; new walls to meet existing ACT system, doors for new offices to match existing.

**HVAC:** Install new equipment and/or modify existing systems including ductwork and controls to accommodate additional offices.

**Electric:** Install new electrical outlets, lighting controls, and fire devices to accommodate new offices.

**Flooring:** Replace existing carpet with carpet tiles throughout; tenant will make color and style selection from samples provided; strip and wax existing VCT flooring in bathrooms and breakroom, replace as needed.

**Paint:** Paint entire space with two coats high-quality eggshell finish paint, color to be selected by tenant.

**Bathroom:** Construct an ADA compliant, single fixture unisex restroom across from the Janitor's closet intended to be used for customers.

**DRAFT FOR DISCUSSION PURPOSES ONLY**

**Date: February 17, April 5, 2023**

**EXHIBIT B  
LEASED PREMISES**

DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17, April 5, 2023

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**EXHIBIT C  
SUPPLEMENTAL AGREEMENT**

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between ALBANY VENTURES, INC. a limited liability company, having an office at 220 Harborside Drive, Suite 300, Schenectady, New York 12305 (hereinafter called "Landlord"), and THE COUNTY OF SCHENECTADY (hereinafter called "Tenant").

**"WITNESSETH"**

WHEREAS, by a certain lease (hereinafter called the "Lease") dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, Landlord leased to Tenant a portion of the real property described in Exhibit "A" annexed hereto and made a part hereof containing approximately 8,714 rentable square feet of space (hereinafter called the "Leased Premises"); and

WHEREAS, Tenant is now in possession of the Leased Premises under the Lease; and

WHEREAS, under the terms of the Lease, Landlord and Tenant agreed to execute, acknowledge and deliver to each other an agreement setting forth the Term Commencement Date (as defined in the Lease), the date of expiration of the initial term of the Lease and the commencement dates of any extension periods.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Term Commencement Date is \_\_\_\_\_, 20\_\_\_\_.
2. The Rent Commencement Date is \_\_\_\_\_, 20\_\_\_\_.
3. The date of the expiration of the initial term of the Lease shall be \_\_\_\_\_, 20\_\_\_\_.
4. The commencement date of the first extension period shall begin automatically after the Initial Term.
5. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.
6. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived, or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

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DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17, April 5, 2023

**EXHIBIT D  
SMDA**

After Recording, Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between CHRMUNG CANAL TRUST COMPANY, having an office at One Chemung Canal Plaza, Elmira, New York 14902 ("Mortgagee") and COUNTY OF SCHENECTADY, having an office at 409 State Street, Schenectady, New York ("Tenant").**

**WITNESSETH:**

**WHEREAS, Mortgagee is the holder of a mortgage ("Mortgage") covering a parcel of land commonly known as 409 State Street and owned by ALBANY VENTURES, INC. ("Landlord"), and the improvements erected thereon (said parcel of land and improvements thereon being hereinafter referred to as the "Property" and being more particularly described on Exhibit A attached hereto and made a part hereof); and**

**WHEREAS, by a certain Lease Agreement heretofore entered into between Landlord and Tenant dated \_\_\_\_\_, Landlord leased a portion of the building on the Property (the "Premises") to Tenant; and**

**WHEREAS, copies of the Lease Agreement and any amendments (collectively, the "Lease") have been delivered to Mortgagee, the receipt of which is hereby acknowledged; and**

**WHEREAS, the Lease provides that the Lease is subject and subordinate to any mortgage encumbering the fee interest of Landlord in and to the Property and that Tenant shall execute a subordination non-disturbance and attornment agreement in form and substance reasonably satisfactory to the mortgagee providing that as long as Tenant is not in default under the Lease, Tenant's possession of the Premises shall not be affected by foreclosure or other default proceedings under such mortgage; and**



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Date: February 17, April 5, 2023

(as defined in the Lease), if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease; and

(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the Extension Terms, if Tenant elects or has elected to exercise its options to extend the term) which such new owner hereby agrees to assume and perform and Tenant shall, from and after the date such new owner succeeds to the interest of "landlord" under the Lease, have the same remedies against such new owner for the breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if such new owner had not succeeded to the interest of "landlord"; provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord) unless such act or omission continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;

(ii) subject to any defenses which Tenant may have against any prior landlord (including Landlord) unless resulting from any default or breach of a continuing nature by such prior landlord which continues from and after the date upon which the new owner succeeds to the interest of such prior landlord;

(iii) subject to any offsets which Tenant may have against any prior landlord, except to the extent such offsets are expressly provided under the Lease and Mortgagee has received notice thereof and the opportunity to cure within the applicable time periods set forth in the Lease;

(iv) bound by any fixed rent which Tenant might have paid for more than one month in advance of its due date under the Lease to any prior landlord (including Landlord); or

(v) bound by any amendment or modification of the Lease made without its consent.

(c) Tenant's obligations hereunder shall be effective only so long as Mortgagee is bound to Mortgagee's obligations hereunder.

5. Tenant will notify Mortgagee of any default by Landlord under the Lease which would entitle Tenant to terminate the Lease or abate the rent payable thereunder and agrees that notwithstanding any provision of the Lease, no notice of termination thereof nor any abatement shall be effective unless Mortgagee has received the aforesaid notice and has failed to cure the subject default within the same time period allowed Landlord under the Lease measured from Mortgagee's receipt of such notice of termination. It is understood that the abatement provisions of this Section relate to abatements by reason of Landlord's default and do not apply to provisions of the Lease whereby Tenant has the automatic right to abate rentals such as, for example, abatement upon casualty or condemnation.





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**DATE:**

IN WITNESS WHEREOF, the parties hereto have duly executed this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

**MORTGAGEE:**

**CHEMUNG CANAL TRUST COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT**

**COUNTY OF SCHENECTADY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK \_\_\_\_\_ )  
\_\_\_\_\_ ) ss  
COUNTY OF ALBANY \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK \_\_\_\_\_ )  
\_\_\_\_\_ ) ss  
COUNTY OF SCHENECTADY \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

\_\_\_\_\_  
Notary Public

DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17, April 5, 2023

EXHIBIT A

DRAFT FOR DISCUSSION PURPOSES ONLY  
Date: February 17-April 5, 2023

**EXHIBIT E**  
**ESTOPPEL AGREEMENT**

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The undersigned hereby certifies to \_\_\_\_\_ ("Lender") as follows:

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1. A true and complete copy of the lease between ALBANY VENTURES, INC. (the "Landlord") and the undersigned with respect to property located at 409 State Street, Schenectady, New York (the "Lease") (including all riders and exhibits thereto) is attached to this Certificate, and there are no amendments, renewals, extensions, modifications, substitutions or supplements of the Lease other than as so attached;
2. The Lease is now in full force and effect, subject only to completion of the improvements contemplated by the Lease as required therein;
3. Under the Lease, upon completion of the improvements contemplated by the Lease, the undersigned will be obligated to pay rent at the following rates:
4. No rent has been paid for more than one month in advance, and the undersigned has no claim against Landlord for any deposits or other sums;
5. There are no arrearages, offsets, defenses or counterclaims with respect to the payment of rent under the Lease or in the performance of the other terms, covenants and conditions of the Lease on the part of the undersigned to be performed;
6. There exists no default, nor state of facts which with notice, the passage of time, or both could ripen into a default, on the part of either the undersigned or Landlord under the Lease;
7. The Lease and any amendments, renewals, extensions, modifications, substitutions or supplements thereof and their terms, provisions and conditions are subordinate to any mortgage encumbering all or any portion of the premises demised by the Lease and any amendments, renewals, extensions, modifications, substitutions or supplements thereof and their terms, provisions and conditions;
8. The undersigned agrees that it will not seek to terminate the Lease by reason of any act or omission of the Landlord until the undersigned shall have given written notice of such act or omission to the Lender and until a reasonable period of time shall have elapsed following the giving of such notice, during which period the Lender shall have the right but shall not be obligated to remedy such act or omission.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of

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

By: \_\_\_\_\_  
Name:  
Title:

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 4/7/2023  
**Reference:** Rules  
**Dual Reference:**  
**Initiative:** R 25

**Title of Proposed Resolution:**

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

**Purpose and General Idea:**

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

**Summary of Specific Provisions:**

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

**Effects Upon Present Law:**

None.

**Justification:**

A RESOLUTION TO ENCOURAGE THE GOVERNOR AND THE STATE LEGISLATURE TO AUTHORIZE A REAL PROPERTY TAX EXEMPTION FOR AUXILIARY POLICE OFFICERS

**Sponsor:** The Committee on Rules

**Co-Sponsor:**