



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: December 8, 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, December 12, 2023 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	108 A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 10U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON	The Committee on Rules	
R	109 A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 11U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON	The Committee on Rules	
R	110 A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 12U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	111 A RESOLUTION CELEBRATING THE SCHENECTADY HIGH SCHOOL DANCE TEAM AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST MOVEMENT AND DANCE AWARD	The Committee on Rules	
R	112 A RESOLUTION CELEBRATING STANFORD HEIGHTS FIRE DEPARTMENT AS RECIPIENT OF THE 2023 HOLIDAY PARADE RED SUSPENDERS AWARD	The Committee on Rules	
R	113 A RESOLUTION CELEBRATING SCHENECTADY CARIBBEAN DAY AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST LIVE PERFORMANCE AWARD	The Committee on Rules	
R	114 A RESOLUTION CELEBRATING THE NYS THRUWAY AUTHORITY AS RECIPIENT OF THE 2023 HOLIDAY PARADE NYS OF MIND AWARD	The Committee on Rules	
R	115 A RESOLUTION CELEBRATING THE 109th AIRLIFT WING AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST OVERALL ENTRY AWARD	The Committee on Rules	
R	116 A RESOLUTION HONORING THE 109TH AIRLIFT WING'S 75TH ANNIVERSARY	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	117 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023

Reference: Rules

Dual Reference:

Initiative: R 108

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 10U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Purpose and General Idea:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 10U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Summary of Specific Provisions:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 10U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 10U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 109

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 11U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Purpose and General Idea:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 11U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Summary of Specific Provisions:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 11U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 11U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 110

Title of Proposed Resolution:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 12U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Purpose and General Idea:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 12U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Summary of Specific Provisions:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 12U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CONGRATULATING SCHENECTADY BELMONT POP WARNER 12U FOOTBALL TEAM FOR AN EXTREMELY SUCCESSFUL 2023 SEASON

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 111

Title of Proposed Resolution:

A RESOLUTION CELEBRATING THE SCHENECTADY HIGH SCHOOL DANCE TEAM AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST MOVEMENT AND DANCE AWARD

Purpose and General Idea:

A RESOLUTION CELEBRATING THE SCHENECTADY HIGH SCHOOL DANCE TEAM AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST MOVEMENT AND DANCE AWARD

Summary of Specific Provisions:

A RESOLUTION CELEBRATING THE SCHENECTADY HIGH SCHOOL DANCE TEAM AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST MOVEMENT AND DANCE AWARD

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING THE SCHENECTADY HIGH SCHOOL DANCE TEAM AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST MOVEMENT AND DANCE AWARD

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 112

Title of Proposed Resolution:

A RESOLUTION CELEBRATING STANFORD HEIGHTS FIRE DEPARTMENT AS RECIPIENT OF THE 2023 HOLIDAY PARADE RED SUSPENDERS AWARD

Purpose and General Idea:

A RESOLUTION CELEBRATING STANFORD HEIGHTS FIRE DEPARTMENT AS RECIPIENT OF THE 2023 HOLIDAY PARADE RED SUSPENDERS AWARD

Summary of Specific Provisions:

A RESOLUTION CELEBRATING STANFORD HEIGHTS FIRE DEPARTMENT AS RECIPIENT OF THE 2023 HOLIDAY PARADE RED SUSPENDERS AWARD

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING STANFORD HEIGHTS FIRE DEPARTMENT AS RECIPIENT OF THE 2023 HOLIDAY PARADE RED SUSPENDERS AWARD

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 113

Title of Proposed Resolution:

A RESOLUTION CELEBRATING SCHENECTADY CARIBBEAN DAY AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST LIVE PERFORMANCE AWARD

Purpose and General Idea:

A RESOLUTION CELEBRATING SCHENECTADY CARIBBEAN DAY AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST LIVE PERFORMANCE AWARD

Summary of Specific Provisions:

A RESOLUTION CELEBRATING SCHENECTADY CARIBBEAN DAY AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST LIVE PERFORMANCE AWARD

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING SCHENECTADY CARIBBEAN DAY AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST LIVE PERFORMANCE AWARD

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 114

Title of Proposed Resolution:

A RESOLUTION CELEBRATING THE NYS THRUWAY AUTHORITY AS RECIPIENT OF THE 2023 HOLIDAY PARADE NYS OF MIND AWARD

Purpose and General Idea:

A RESOLUTION CELEBRATING THE NYS THRUWAY AUTHORITY AS RECIPIENT OF THE 2023 HOLIDAY PARADE NYS OF MIND AWARD

Summary of Specific Provisions:

A RESOLUTION CELEBRATING THE NYS THRUWAY AUTHORITY AS RECIPIENT OF THE 2023 HOLIDAY PARADE NYS OF MIND AWARD

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING THE NYS THRUWAY AUTHORITY AS RECIPIENT OF THE 2023 HOLIDAY PARADE NYS OF MIND AWARD

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 115

Title of Proposed Resolution:

A RESOLUTION CELEBRATING THE 109th AIRLIFT WING AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST OVERALL ENTRY AWARD

Purpose and General Idea:

A RESOLUTION CELEBRATING THE 109th AIRLIFT WING AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST OVERALL ENTRY AWARD

Summary of Specific Provisions:

A RESOLUTION CELEBRATING THE 109th AIRLIFT WING AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST OVERALL ENTRY AWARD

Effects Upon Present Law:

None.

Justification:

A RESOLUTION CELEBRATING THE 109th AIRLIFT WING AS RECIPIENT OF THE 2023 HOLIDAY PARADE BEST OVERALL ENTRY AWARD

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 116

Title of Proposed Resolution:

A RESOLUTION HONORING THE 109TH AIRLIFT WING'S 75TH ANNIVERSARY

Purpose and General Idea:

A RESOLUTION HONORING THE 109TH AIRLIFT WING'S 75TH ANNIVERSARY

Summary of Specific Provisions:

A RESOLUTION HONORING THE 109TH AIRLIFT WING'S 75TH ANNIVERSARY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING THE 109TH AIRLIFT WING'S 75TH ANNIVERSARY

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 12/8/2023
Reference: Rules
Dual Reference:
Initiative: R 117

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

Purpose and General Idea:

Provides Authorization to Enter into Supplemental Agreement #3 for the Rosendale Road / Old River Road Intersection Improvement Project.

Summary of Specific Provisions:

Authorization to enter into Supplemental Agreement #3 with the New York State Department of Transportation to accommodate an additional \$138,295 for the Rosendale Road / Old River Road Intersection Improvement Project.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget increasing the project to design the Old River Road/Rosendale Road intersection. This project is 80% federally funded and 20% from local County share.

CAPITAL BUDGET

Increase Capital Project 5110200053 - Old River Rd/Rosendale Rd Intersection Design

Increase Revenue String By:

H43333.4591	Federal Aid – Highway Capital Projects	\$ 110,636
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Increase Revenue String By:

H93333.5710	Serial Bonds	\$ 27,659
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Increase Appropriation Code By:

H545110.401000	Capital – Highway Contractual	\$ 138,295
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I recommend that this budget amendment be presented to the County Legislature for consideration.

Justification:

Paul Sheldon, Director of Engineering and Public Works, and Peter Knutson, Director of the Bureau of Engineering, indicates, that this funding is needed to accommodate soil investigations to determine the extent of archeological artifacts that may be in the area. As well as 80% of these costs are reimbursable through the Federal government with a 20% local match.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

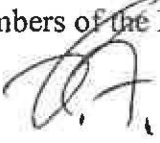


RORY FLUMAN
COUNTY MANAGER

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
Paul Sheldon, Director of Engineering and Public Works
Peter Knutson, Director of the Bureau of Engineering
Jaclyn Falotico, Commissioner of Finance

Date: December 8, 2023

Re: Authorization to Enter into Supplemental Agreement #3 for the Rosendale Road / Old River Road Intersection Improvement Project

Attached are memoranda from Paul Sheldon, Director of Engineering and Public Works, and Peter Knutson, Director of the Bureau of Engineering, requesting authorization to enter into Supplemental Agreement #3 with the New York State Department of Transportation to accommodate an additional \$138,295 for the Rosendale Road / Old River Road Intersection Improvement Project. This funding is needed to accommodate soil investigations to determine the extent of archeological artifacts that may be in the area.

As Mr. Knutson indicates, 80% of these costs are reimbursable through the Federal government with a 20% local match.

I recommend your approval.

Schenectady County
Inter-Department Memorandum

DATE: November 17, 2023

TO: Rory Fluman, County Manager

FROM: Paul Sheldon, P.E., Director of Public Works

COPIES: File

SUBJECT: Rosendale Road / Old River Road Intersection Improvement Project PDS
PIN 1761.86
Town of Niskayuna
Supplemental Agreement #3

I have attached a memorandum from Peter Knutson, Director of Engineering, regarding a New York State Department of Transportation (NYSDOT) supplemental agreement #3 that provides additional funding for preliminary and final design for the aforesaid project. Due to the extended preliminary design work for this project, NYSDOT has appropriated \$138,295.00 for the project.

I recommend acceptance of the additional funding from NYSDOT to enable the project to continue to move forward.

Thank you for your consideration.

County of Schenectady
620 State Street, 3rd 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 *JK*

DATE: December 6, 2023

SUBJECT: 2023 Capital Budget Amendment – Old River Rd/Rosendale Rd Intersection Design

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget increasing the project to design the Old River Road/Rosendale Road intersection. This project is 80% federally funded and 20% from local County share.

CAPITAL BUDGET

Increase Capital Project 5110200053 - Old River Rd/Rosendale Rd Intersection Design

Increase Revenue String By:

H43333.4591	Federal Aid – Highway Capital Projects	<u>\$ 110,636</u>
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Increase Revenue String By:

H93333.5710	Serial Bonds	<u>\$ 27,659</u>
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Increase Appropriation Code By:

H545110.401000	Capital – Highway Contractual	<u>\$ 138,295</u>
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I recommend that this budget amendment be presented to the County Legislature for consideration.

COUNTY OF SCHENECTADY

Memorandum

DATE: November 29th, 2023

TO: Paul Sheldon, Commissioner of Public Works

FROM: Peter Knutson, Senior Civil Engineer

COPY: S. Harris

SUBJECT: Rosendale, Old River Road Intersection Improvement Supplemental #3

From our Phase 1b investigation, numerous archeological artifacts were found. As part of our project development, we are required to complete further soil investigations to determine the extent of the archeological artifacts. An addition \$138,295.00 is needed to cover these additional costs. The funding is 80% reimbursable through the federal government with the County paying for the remaining 20% share.

Rosendale/ Old River Road Intersection Improvements – Design Funds				
Fund	Federal Share	State Share	Local Share	Total
Previous Amount	\$319,022.00	0.00	\$79,755.00	\$398,777.00
Current Amount	\$429,658.00	0.00	\$107,414.00	\$537,072.00

Engineering recommends the approval of this change, for the progression of the project.

Sincerely,



Peter Knutson
Director of the Bureau of Engineering

Sponsor: County of Schenectady
PIN: 1761.86 BIN: _____
Comptroller's Contract No. D036423
Supplemental Agreement No. 3
Date Prepared: 10/30/2023 By: jc
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D036423 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

County of Schenectady (the Sponsor)
Acting by and through the County Manager, Schenectady County DPW
with its office at 80 Kellar Avenue, Schenectady, NY 12306.

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.

Amends a previously adopted Agreement by adding:

- Appendix B M/WBE/SDVOB.
- Retention Exhibit.
- Other: _____

Amends the text of the Agreement as follows (insert text below):

Sponsor: County of Schenectady
PIN: 1761.86 BIN: _____
Comptroller's Contract No. D036423
Supplemental Agreement No. 3
Date Prepared: 10/30/2023 By: jc
Initials

Press F1 for instructions in the blank fields:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF Schenectady

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

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

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:

A Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore

WHEREAS, a CMAQ Project Rosendale Road/Old River Road Intersection Improvements, Traffic Signal, Town of Niskayuna, Schenectady County, PIN 1761.86/D036423, (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % federal funds and 20% non-federal funds.

WHEREAS, the County of Schenectady desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design.

NOW, THEREFORE, the Schenectady County Legislature, duly convened does hereby

RESOLVE, that the Schenectady County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Schenectady County Legislature hereby authorizes the to pay in the first instance 100% of the federal and non-federal share of the cost of Design for the Project or portions thereof; and it is further

RESOLVED, that the additional sum of \$138,295.00 is hereby appropriated from the _____ and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, Schenectady County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

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

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

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK }
 } ss.:
COUNTY OF SCHENECTADY }

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____
This ____ day of _____, 20__.

Clerk

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 1761.86**

OSC Contract #: <u>D036423</u>	Contract Start Date: <u>2/24/2020</u> <small>(mm/dd/yyyy)</small>	Contract End Date: <u>2/24/2025</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 3		
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): County of Schenectady <input type="checkbox"/> State Administered Other Municipality/Sponsor (if applicable):		
<small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>		
<input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share		
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input type="checkbox"/> ROW Incidentals <input type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS		
Work Type: HWY INTERSECTION IMP County (If different from Municipality):		
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
Project Description: CMAQ - Rosendale Rd/Old River Rd Intersection Improvements, Traffic Signal, Town of Niskayuna, Schenectady County.		
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1761.86.121	Current	CMAQ	\$494,650.00	\$395,720.00	\$0.00	\$98,930.00	\$0.00
	Old	CMAQ	\$356,355.00	\$285,084.00	\$0.00	\$71,271.00	\$0.00
1761.86.221	Current	CMAQ	\$42,422.00	\$33,938.00	\$0.00	\$8,484.00	\$0.00
	Old	CMAQ	\$42,422.00	\$33,938.00	\$0.00	\$8,484.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$537,072.00	\$429,658.00	\$ 0.00	\$107,414.00	\$ 0.00

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June 2023

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwb@businessdev.d.eed.ny.gov
https://ny.newnyccontracts.com/ProfileIndex.cerifieddir_color.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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