



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: September 6, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Rules
Honorable Philip Fields, Chair
Tuesday, September 10, 2024 at 7:00p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
R	44 A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY	The Committee on Rules	
R	45 A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION	The Committee on Rules	
R	46 A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2024	The Committee on Rules	
R	47 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES	The Committee on Rules	

Item	Title	Sponsor	Co-Sponsor
R	48 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A COLLECTIVE BARGAINING AGREEMENT WITH SHERIFF DAGOSTINO, AND THE CORRECTION OFFICER'S BARGAINING UNIT OF THE SCHENECTADY COUNTY SHERIFF'S BENEVOLENT ASSOCIATION, LOCAL 3874, COUNCIL 82, AFSCME, AFL-CIO	The Committee on Rules	
R	49 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH TRINITY SERVICES GROUP, INC. FOR FOOD SERVICE MANAGEMENT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	The Committee on Rules	
R	50 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY OFFICE OF EMERGENCY MANAGEMENT	The Committee on Rules	
R	51 A RESOLUTION REGARDING AN AGREEMENT WITH RE4ORM ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION OF AN AQUATIC CENTER IN THE CITY OF SCHENECTADY	The Committee on Rules	

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 44

Title of Proposed Resolution:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

Purpose and General Idea:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

Summary of Specific Provisions:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

Effects Upon Present Law:

None.

Justification:

A RESOLUTION HONORING HISPANIC HERITAGE MONTH 2024 IN THE COUNTY OF SCHENECTADY

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 45

Title of Proposed Resolution:

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

Purpose and General Idea:

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

Summary of Specific Provisions:

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

Effects Upon Present Law:

None.

Justification:

A RESOLUTION ESTABLISHING THE SCHENECTADY COUNTY 250TH AMERICAN REVOLUTION COMMISSION

Sponsor: The Committee on Rules

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 46

Title of Proposed Resolution:

A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2024

Purpose and General Idea:

To adopt proposed Local Law B of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

Summary of Specific Provisions:

Adopts proposed Local Law B of 2024 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

Effects Upon Present Law:

None.

Justification:

Adopts Proposed Local Law B of 2024 as Local Law 3 of 2024.

Sponsor: The Committee on Rules

Co-Sponsor:



PROPOSED LOCAL LAW NO. B-24

COUNTY OF SCHENECTADY

Introduced by Legislator Samuel:

A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY

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

Section 1: Intent and Purpose.

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

Section 2: Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the Town of Glenville as hereinafter described is no longer necessary for use by the County and that all the right, title and interest of the County in such real property shall be conveyed to Luco Associates, LLC. without public advertisement or competitive bidding.

Section 3: The parcel of real property situate in the Town of Glenville and County of Schenectady, State of New York, subject to this Local Law is described as follows:

All that piece or parcel of land situate in the Town of Glenville, County of Schenectady and the State of New York, bounded and described as follows:

Commencing at northeasterly corner of the lands of Alfonso Roman Group, LLC (Book 1981, Page 16), said point being the northwesterly corner of the lands of C2 Marketing, LLC (Book 2053, Page 525); thence from said point of commencement and along said lands of Alfonso Roman Group, LLC, North 48°05'03" West, 107.26 feet to the point of beginning; thence from said point of beginning and

through the lands of Schenectady County, the following five courses: 1) North 48°05'03" West, 189.13 feet to a point; 2) North 44°07'55" East, 105.65 feet to a point; 3) North 75°01'27" East, 288.19 feet to a point; 4) South 44°46'53" East, 33.07 feet to a point and 5) South 42°48'39" West, 345.11 feet to the point or place of beginning.

Containing in all 1.06 acres of land being more or less

Section 4: The Legislature shall, by duly adopted resolution or by contract or by instruments authorized by such resolution, convey, for the consideration of ten thousand dollars (\$10,000.00), the real property, or a portion thereof, hereinbefore described for use by Luco Associates, LLC. This conveyance shall be conducted subsequent to receiving all necessary approvals from the Federal Aviation Administration.

Section 5: This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 47

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at Senior and Long-Term Care Services

Summary of Specific Provisions:

Authorizes the elimination of two (2) positions of Caseworkers in the Expanded In-Home Services for the Elderly and NY Connects programs and the creation of two (2) positions of Aging Services Representative (CSEA Grade 12).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Senior and Long Term Care Services personnel changes. This change will replace two Caseworker positions with two Aging Services Representative positions (CSEA Grade 12).

Increase Expense Code By:

A516772._01827	Aging Services Representative (2 Positions) (CS 12)	\$30,711
----------------	---	----------

Decrease Expense Code By:

A516773._01231	Caseworker (2 Positions) (CS 14)	\$37,548
A516773.130000	Longevity	\$2,617

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$9,454
-------	---------------------------	---------

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

Justification:

These changes would help with filling the department vacancies, which would in turn allow the department to better service the needs of the county's senior residents.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

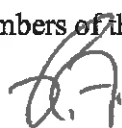


RORY FLUMAN
COUNTY MANAGER

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
Adrienne Silva, Senior and Long Term Case Services Manager
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: September 6, 2024

RE: Authorization to Eliminate and Create Positions at Senior and Long Term Care Services

Attached is a memorandum Adrienne Silva, Senior and Long Term Case Services Manager, requesting authorization to eliminate two (2) positions of Caseworkers in the Expanded In-Home Services for the Elderly and NY Connects programs and create two (2) positions of Aging Services Representative (CSEA Grade 12). As Ms. Silva indicates, these changes will help to replace vacancies in the department and allow it to better service the needs of the county's senior residents.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



**SCHENECTADY COUNTY
DEPARTMENT OF
SENIOR AND LONG TERM CARE SERVICES**



107 Nott Terrace, Suite 305
Schenectady, NY 12308-3170
Tel: (518) 382-8481
Fax: (518) 382-0194

Manager: Adrienne Silva

To: Rory Fluman, County Manager

From: Adrienne Silva, SLTCS Department Manager

CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance
Christopher Gardner, County Attorney
Jennifer Nelson, Director, Management & Budget
Mary Forman, SLTC Planner
Marylou Riddle, Executive Secretary

Re: Budget Amendment – Senior and Long Term Care Services – Creation and Elimination of Vacant Positions

Date: September 4th, 2024

We are requesting to remove two caseworker positions in the EISEP and New York Connects programs; and add two positions for Aging Services Representative (Grade 12). Senior and Long Term Care Services will be better served with these new titles. The department is currently understaffed and approving these changes as soon as possible will help us more appropriately meet the needs of the clients that we serve.

This change is budget neutral, with the salary for Aging Services Representative Grade 12 is \$49,900 per year with 72.59% paid by Title III E funding, 20.12% pay by New York Connects funding, 4.41% paid by Community Services for the Elderly funding, and 2.88% paid by Medicare Improvements for Patients and Providers funding.

We are requesting that this budget amendment be presented to the Schenectady County Legislature Committee Meeting for consideration.

The mission of the Schenectady County Department of Senior and Long Term Care Services is to promote the long term health and well-being of Schenectady County residents and assure that they receive the necessary community-based services that they are entitled to in order to remain safely in the community. These services are provided without regard to race, color, sex, (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

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 *JF*

DATE: September 6, 2024

SUBJECT: Budget Amendment – Senior and Long Term Care Services Personnel Changes

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Senior and Long Term Care Services personnel changes. This change will replace two Caseworker positions with two Aging Services Representative positions (CSEA Grade 12).

Increase Expense Code By:

A516772_01827	Aging Services Representative (2 Positions) (CS 12)	\$30,711
---------------	---	----------

Decrease Expense Code By:

A516773_01231	Caseworker (2 Positions) (CS 14)	\$37,548
A516773.130000	Longevity	\$2,617

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$9,454
-------	---------------------------	---------

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

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: September 6, 2024
Re: Elimination and Creation of Positions in Senior and Long-Term Care Services

The Office of Senior and Long-Term Care has requested the elimination of the positions Caseworker (EISEP) and the creation of the positions of Aging Services Representative.

I recommend the creation of two Aging Services Representative positions at a CSEA Grade 12.

All necessary action need by the Schenectady County Civil Service Commission will be taken at the September 17, 2024 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 48

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A COLLECTIVE BARGAINING AGREEMENT WITH SHERIFF DAGOSTINO, AND THE CORRECTION OFFICER'S BARGAINING UNIT OF THE SCHENECTADY COUNTY SHERIFF'S BENEVOLENT ASSOCIATION, LOCAL 3874, COUNCIL 82, AFSCME, AFL-CIO

Purpose and General Idea:

Provides Authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO

Summary of Specific Provisions:

Authorizes the amendment to a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO.

Effects Upon Present Law:

None.

Justification:

Christopher Gardner, County Attorney stated that this amendment would correct a change that occurred with the most recent revisions to the contract in 2023, which unintentionally resulted in some correction officers with less seniority earning more money than those with more seniority. Specifically, the corrections entail giving certain employees a one-time adjustment to their salaries and Step-placement.

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 County Clerk
Christopher Gardner, County Attorney

Date: September 6, 2024

RE: Authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to Amend a Collective Bargaining Agreement with the Schenectady County Sheriff's Benevolent Association, Local 3874, Council 82, AFSCME, AFL-CIO. As Mr. Gardner indicates, this amendment would correct a change that occurred with the most recent revisions to the contract in 2023, which unintentionally resulted in some correction officers with less seniority earning more money than those with more seniority. Specifically, the corrections entail giving certain employees a one-time adjustment to their salaries and Step-placement.

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, County Attorney *CHG*

Cc: Sheriff Dominic Dagostino
Undersheriff James Barrett
Superintendent Ronald Walsh
Geoffrey T. Hall, Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance
Frank S. Salamone, Executive First Deputy County Attorney
Joseph McQueen, Director of Human Resources
Dennine LaPlante, Sr. Employee Benefits Admin.
M. Joe Landry, Counsel to the Legislature
Jennifer Bargo, Deputy County Manager
Marylou Riddle, Executive Secretary to County Manager
Charles Davidson, Sustainability Coordinator

Dated: September 4, 2024

Re: Amended Tentative Agreement to Adjust Wages and Amend Contract in the Correction Officers Contract.

In November, 2023, the County Legislature approved revisions to the Corrections Bargaining Unit Contract to enhance the recruitment and retention of new correction officers. The focal point of the Contract Amendments was the elimination of Steps 1 and Step 2 of the Contract.

One of the unforeseen consequences of that Contract Amendment was that some correction officers with less seniority began making more money than correction officers with more seniority based upon their date of hire and anniversary date.

In order to clarify and rectify this situation the Union, the County and the Sheriff have negotiated a one-time adjustment to salaries and Step-placement which takes the following actions:

Paragraph 2 provides that nine (9) correction officers shall be moved from Step 3 to Step 4 effective September 15, 2024.

Paragraph 4 provides that six (6) correction officers shall be moved from Step 1 to Step 2 on September 15, 2024.

Paragraph 3 provides that five (5) correction officers shall be moved from Step 2 to Step 3 on their anniversary date which are listed. Only these five (5) employees listed in Paragraph 3 will receive retroactive pay.

In Paragraph 1, the parties specifically provide for the renumbering of the Steps to alleviate any possible confusion. Additionally, the parties clarify that employees listed in Paragraphs 3 and 4 shall continue to move up one Step on their anniversary date.

I recommend that the proposed Amendment to the Corrections Unit Contract be presented to the County Legislature at their meeting on September 10, 2024 for its consideration.

CHG/kah
Attachment

**TENTATIVE AGREEMENT
TO ADJUST WAGES AND AMEND
THE CONTRACT BETWEEN COUNTY OF SCHENECTADY,
SHERIFF DAGOSTINO AND THE SCHENECTADY COUNTY ASSOCIATION,
LOCAL 3874, COUNCIL 82 AFSCME, AFL-CIO
FOR THE CORRECTION OFFICER'S BARGAINING UNIT**

WHEREAS, the parties agreed to amend the Contract between the parties in November 2024 with an effective date of January 1, 2024; and

WHEREAS, the parties have agreed that such amendment created certain inequities which resulted in employees with less service time making more money than those with more service time; the parties hereby agree as follows:

1. The parties hereby agree that the Steps shall be amended and renamed as follows:

<u>OLD CONTRACT</u>	<u>NEW CONTRACT</u>
Step 1	Abolished
Step 2	Abolished
Step 3	1
Step 4	2
Step 5	3
Step 6	4

2. Effective September 15, 2024, the following employees shall be moved to Step 4:

Raymond Jabanoski
Ashleigh Sellick
Mark Waite
Paul Longi
Marcus Kent
Kyle Waite
Matthew Glasser
Fidel Mohobir
Jordan Allen

3. Effective on their 2024 anniversary dates, the following employees shall be moved to Step 3:

	<u>ANNIVERSARY DATE</u>
Kira Lachanski	01/23/2024
Devin McGlynn	01/24/2024
Jason Suriano	02/20/2024
Joseph Balko	04/03/2024
Nevada Brown	07/10/2024

Only employees in Paragraph 3 shall receive retroactive pay.

4. Effective September 15, 2024, the following employees shall be moved to Step 2:

Katarzyna Rice
Rebecca Hafensteiner
Shawn Jones
Janac Timmons
William DeAprix
Kellissa DaSilva

5. All of the employees listed in paragraphs 3 and 4 shall continue to move up one step on their anniversary date.

Greg Snyder
President
SCSBA Local 3874
Council 82 AFSCME
AFL-CIO

Dominic Dagostino
Sheriff

Rory Fluman
County Manager

Approved as to form and content:

Christopher H. Gardner, Esq.
County Attorney

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 49

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH TRINITY SERVICES GROUP, INC. FOR FOOD SERVICE MANAGEMENT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with Trinity Services Group for Food Service Management at the Schenectady County Correctional Facility Contingent Upon the Results of Request for Proposal 2024-03.

Summary of Specific Provisions:

Authorizes the County to enter into a multi-year agreement with Trinity Services Group for food service management at the Correctional Facility and authorization to eliminate the position of Senior Cook (Sheriff) from the Correctional Facility.

The agreement with Trinity Services Group would be contingent upon the results of Request for Proposal 2024-03 which closes on September 6, 2024 and will be officially awarded on September 9, 2024.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate changes to the jail's kitchen operations with the signing of the multi-year kitchen management contract.

Decrease/Remove Expense Code By:

A513150._01695	Sr. Cook (Sheriff)	\$17,848
----------------	--------------------	----------

Increase Expense Code By:

A513150.132300	SBA Holidays	\$2,290
A513150.132500	Sick Retirement Benefit	\$9
A513150.131300	On Call	\$644

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$14,905
-------	---------------------------	----------

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

Justification:

Dominic Dagostino, County Sheriff indicates that in addition to Trinity Service Group providing food service operations for the incarcerated population and departmental staff, they will also provide auxiliary services like menu development, audits, food procurement, and dietician services. This company is a nationwide entity so it has a cost advantage when procuring food in bulk. Trinity Service Group has an established presence within 21 county-operated correctional facilities including NYS. The county sheriff concludes that this agreement would bring a professionalism to the facility's kitchen and is estimated to bring cost-savings for the County.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

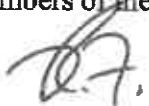


RORY FLUMAN
COUNTY MANAGER

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 County Clerk
Dominic A. Dagostino, County Sheriff
Thomas Bellick, Purchasing Agent

Date: September 6, 2024

RE: Authorization to Enter into a Multi-Year Agreement with Trinity Services Group for Food Service Management at the Schenectady County Correctional Facility Contingent Upon the Results of Request for Proposal 2024-03

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to enter into a multi-year agreement with Trinity Services Group for food service management at the Correctional Facility. This agreement would be contingent upon the results of Request for Proposal 2024-03 which closes on September 6, 2024 and will be officially awarded on September 9, 2024.

In addition to Trinity providing food service operations for the incarcerated population and department staff, they will also provide auxiliary services like menu development, audits, food procurement, and dietician services. This company is a nationwide entity so it has a cost advantage when procuring food in bulk. Within New York State, Trinity already has a presence in 21 county-operated correctional facilities. As Sheriff Dagostino indicates, this agreement would bring a professionalism to the facility's kitchen and is estimated to bring a cost-savings for the County.

In addition to this request, I am requesting authorization to eliminate the position of Senior Cook (Sheriff) from the Correctional Facility due to a retirement. This change will also accommodate changes to the facility's kitchen operations.

This agreement would have a term of three years.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



**SCHENECTADY COUNTY
SHERIFF'S OFFICE**

320 VEEDER AVENUE
SCHENECTADY, NEW YORK 12307
Dominic A. Dagostino - Sheriff
James J. Barrett - Undersheriff
PHONE (518) 388-4300 FAX (518) 388-4593



July 30, 2024

From: Sheriff Dominic A. Dagostino
To: County Manager Rory Fluman
Re: Trinity Services Group- Food Service Management for the Schenectady County Correctional Facility

The Schenectady County Correctional Facility is seeking authorization to contract Trinity Services Group as our primary food service vendor. Trinity has provided over three decades of tested quality procurement services not only nationwide but has established a footprint in 21 county correctional facilities within New York State, including Albany and Saratoga counties. Trinity provides a positive and secure working environment coupled with their robust infrastructure and comprehensive support network that would greatly alleviate many of the issues being experienced by the facility. Trinity will provide food service operations for the incarcerated population and department staff. In addition, Trinity will provide many auxiliary services which would include, but not be limited to, vendor, dietician, menu development, audit, and accreditation services as well as trained staff to oversee the procurement of all food products. Communications with comparable facilities using Trinity has yielded high levels of customer satisfaction with the services and products delivered by Trinity.

Their tailored services prioritize client needs, and ensures cost effective operations, transparent communication, and swift resolutions of any concerns. Not only would the facility benefit from Trinity's professional insight, national procurement advantages, and best practice expertise but the County savings are being estimated to be significantly lower than our current budget.

Respectfully,


Sheriff Dominic A. Dagostino

Cc: Gary Hughes-Chair of the County Legislature
Geoff Hall-Clerk of the Legislature
Jaelyn Falotico-Commissioner of Finance
Christopher Gardner-County Attorney
Thomas Bellick-Purchasing
Marylou Riddle-Secretary to County Manager

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 
DATE: September 6, 2024
SUBJECT: Budget Amendment -- Jail Kitchen Operations

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate changes to the jail's kitchen operations with the signing of the multi-year kitchen management contract.

Decrease/Remove Expense Code By:

A513150.01695	Sr. Cook (Sheriff)	\$17,848
---------------	--------------------	----------

Increase Expense Code By:

A513150.132300	SBA Holidays	\$2,290
----------------	--------------	---------

A513150.132500	Sick Retirement Benefit	\$9
----------------	-------------------------	-----

A513150.131300	On Call	\$644
----------------	---------	-------

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$14,905
-------	---------------------------	----------

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



County of Schenectady

NEW YORK

Thomas Bellick
Purchasing Agent

Thomas.Bellick@Schenectadycounty.ny.gov
(518) 388-4240

Margaret Aragoza
Assistant Purchasing Agent

Maggie.aragoza@Schenectadycounty.ny.gov
518/388-4241

SCHENECTADY COUNTY PURCHASING DEPARTMENT

County Office Building
620 State Street - 2nd Floor
Schenectady, New York 12305
Website: www.schenectadycounty.ny.gov

Memorandum

To: Rory Fluman, County Manager
From: Thomas Bellick, Purchasing Agent
cc. Ron Walsh, Chris Gardner, Geoff Hall

Thomas Bellick

Date: August 23, 2024

Re: Jail Meals service – RFP Due 9/6/2024, for Rules Committee action 9/10/2024

The Purchasing dept. issued RFP – 2024-03, (Schenectady County Correctional Facility Food Service), with proposals due on September 6, 2024. At that time, we will be able to review the proposals received and select a contractor to conduct this service at the County Legislature meeting on the 10th of September.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: September 4, 2024
Re: Elimination of Position in the Office of the Sheriff

The Schenectady County Sheriff has requested the elimination of the position Senior Cook within the jail.

No additional action is necessary by the Civil Service Commission.

Thank you.

TRINITY SERVICES
GROUP



Superintendent Ronald Walsh
Schenectady County Sheriff's Office
320 Veeder Ave
Schenectady, NY 12307

Re: Food Service Management for the Schenectady County Correctional Facility

Dear Superintendent Walsh,

Trinity Services Group is pleased to present our comprehensive proposal for the professional management of food services operations at the Schenectady County Correctional Facility. With over three decades of experience, Trinity has been a trusted provider of quality procurement services nationwide, specializing in correctional institutions of varying sizes and needs. Our extensive portfolio includes servicing 21 county correctional facilities within New York State, two of which are located in your immediate vicinity— Albany County and Saratoga County. Notably, ten of these partnerships have spanned five years or more, attesting to our commitment to long-term, successful collaborations.

This rich history of service, coupled with our localized expertise, equips us with an in-depth understanding of both federal and New York State regulations governing correctional feeding. Our substantial presence in New York further enhances our capabilities, providing robust infrastructure and a comprehensive support network tailored to meet your facility's requirements on a daily basis. We firmly believe that facilitating the exchange of resources and information among our clients fosters a positive and secure working environment, a principle we hope resonates with your team.

Our operational excellence is underpinned by a steadfast commitment to client-centric practices. Throughout the state, we are recognized for delivering tailored services that prioritize client needs over profit margins, ensuring cost-effective operations, transparent communication, and swift resolution of any concerns. This approach has consistently yielded high levels of customer satisfaction, a testament to our unwavering dedication to excellence. We are eager to extend this level of service to the Schenectady County Sheriff's Office and contribute to your success.

Our efficient procurement and operational management services can be seamlessly integrated into Schenectady County's operations within as little as 30-60 days of contract approval. Consequently, your food service program stands to benefit promptly from professional oversight, national procurement advantages, and best-practice expertise.

In conclusion, we pledge to implement our services at Schenectady County with utmost consideration for your best interests, ensuring competitive pricing without compromising on quality. Our objective is to cultivate a positive, lasting partnership with your organization, and we are fully committed to accommodating any adjustments to our proposal to achieve this mutual goal. For any inquiries or clarifications, please do not hesitate to contact our dedicated representative, Gabrielle Liddy, at gabrielle.liddy@trinityservicesgroup.com or 313-530-6898.

Sincerely,

James M. Perry
Senior Vice President of Sales

The Trinity Advantage

Trinity Services Group is the largest independent, comprehensive food provider in the corrections industry, and we are very excited about the opportunity to provide our high-quality food service and procurement management services at the Schenectady County Correctional Facility. As you may know, we have a great deal of experience providing these services in New York; operating in 21 counties. That said, we have a complete understanding of the required nutritional standards and are well-qualified to meet your needs.

We are also committed to providing customized, cost-saving solutions for every type of operation and will work with Schenectady County to ensure that your operational and fiscal needs are always met. This commitment has resulted in *high customer service satisfaction* across New York. We take great pride in this achievement!

Our experience is the basis for our operational plan; a plan that is formulated with a complete understanding of critical role food service plays in your environment. We know that people who are well-fed are generally happier and more content, generating less complaints, grievance, and incidents. That said, we strive to ensure our operations positively contribute to a safe, secure, and orderly environment.

As a long-term provider of correctional food service in New York State, Trinity understands the unique environments and operational practices at the Schenectady County Correctional Facility and will provide all the support you need to bring your food service operations to the next level. This included but is not limited to:

- Trained staff to oversee your procurement needs in a safe, secure, and cost-effective manner.
- Operational support from a management team with more than 70 combined years of corrections experience.
- Vendor liaison services
- Dietitian services
- Menu development services
- Audit and accreditation services
- Technical support for remodeling/construction planning.

Crisis Management Services

To assist with critical incident response, Trinity proudly offers **Crisis Management Services (CMS)**. CMS provides immediate response and advisement for any food-related emergency in the facilities we serve. Our team of Experts on Demand (EOD) are available to assist your staff with incident response, 24/7. We believe that timely, precise direction can positively affect outcomes and we want to do our part to bring swift resolutions to these types of incidents. The CMS program can also provide expert-generated “after action” reports to assist you with potential media inquiries, grievances, and lawsuits.

Food Service Operations

We have many satisfied customers with food service operations that are like Schenectady County in scope and/or population across the nation.

Some of our partners in New York State are shown below:

- Albany County Jail+#
- Broome County Jail+
- Cayuga County Jail+
- Delaware County Jail+
- Erie County Juvenile Facility+
- Herkimer County Jail
- Hillbrook Juvenile Detention Facility+
- Monroe County Jail & Correctional Facility+
- Monroe County Juvenile Detention Center+
- Montgomery County Jail *+
- Niagara County Jail+#

- Oneida County Jail+
- Onondaga County Justice Center & Correctional Facility+
- Otsego County Jail
- Saratoga County Jail*
- Schoharie County Jail
- Seneca County Jail+
- Steuben County Jail
- Tioga County Jail*
- Yates County Jail#

(*) Denotes accounts where we provide procurement/sourcing services only.

(#) Denotes accounts where we provide procurement services with a manager onsite.

(+) Denotes accounts that have been in existence for the past 5 years or longer.

Transition Plan

Moving your food service operations to a vendor can be stressful. But there is no need to fear! Trinity has a proven track record of successful transitions in facilities of all sizes. We achieve this by implementing **4-week transition plans** that start well before the contract begins.

These plans include:

- Open communication throughout the transition process
- Regular planning meetings
- Policy and procedure review
- Detailed timelines and check lists
- Accountability at all levels

Key Personnel

The purpose of our response is to provide a clear understanding of Trinity's expertise, and more specifically, how that applies to Schenectady County. The following is a list of key personnel who will perform vital functions for your facilities.

District Manager ***Charles Csicssek*** is responsible for supervisory oversight of New York food service operations. Charles currently resides in central Pennsylvania and has more than 25 years of experience in food service. He will bring exceptional supervisory capabilities and support to your account.

General Manager ***Christina Link*** resides in Oneida County, NY and has more than 20 years of food service management experience. He will be your first point of contact for day-to-day questions or concerns. He will work with your staff for all procurement needs, operational questions, and requested training.

Traveling Manager ***David Evans*** resides in Albany County, NY and has 17 years of experience working in correctional facilities across New York State. He will train your manager and be your first line of support or operational issues that do not rise to the level of General Manager or District Manager.

Dietitian ***Jennifer Sowers*** has 16 years of experience in the correctional food service industry. Her oversight ensures strict conformity with all dietary requirements and her expertise plays an instrumental role in addressing your specific dietary needs.

Our Regional Vice President of Eastern Region Operations, ***Matt Piro***, has over 25 years of experience in correctional food service management. He works proactively with his team to provide the support and tools necessary to ensure a seamless transition of services and continued exceptional customer service.

The Regional Sales Director, **Gabrielle Liddy**, is responsible for business development in the State of New York. Gabrielle has 34 years of experience in correctional facility operations and correctional food service. She is dedicated to ensuring customer satisfaction is maintained at the highest levels in our service agreements.

Operational Overview

Trinity understands that food service profoundly impacts the institutional environment, and that poor quality can lead to instances of unrest, complaints, and low morale. Our considerable experience in the industry has allowed us to create operating procedures that produce cost-effective food service programs without sacrificing quality. We believe that this is critical to promote a positive experience, and we promise to do our part to ensure that your facilities run smoothly...every day.

Furthermore, we believe that our past performance in facilities of similar size demonstrates our ability to perform the required duties and be a long-term partner. We want what you want—an orderly operation, where people are treated humanely...and we intend to do our part to help you achieve your mission. That said, we encourage you to reach out to our clients, as we are confident that they will affirm our ability to fulfill your needs.

It is one thing to proclaim Trinity's qualifications and desire to be your partner; it is another to put both into motion. That is where our personnel play a critical role. Trinity's management and support teams are well-qualified to provide oversight for your program, and our on-sight staff works diligently to produce quality meals and excellent customer service.

To accomplish this, we will ensure the following:

- Menus are well-balanced, meet ACA and federal/state nutrition guidelines, and are certified by a Dietitian, licensed to practice in New York.
- Inventory is complete and accurate, with reporting capabilities furnished by our proprietary computerized kitchen management program.
- Incarcerated individuals are well-supervised, with staff that are trained in effective communication, tool control, key control, PREA, and contraband detection.
- Complaints/grievances are responded to promptly, using detailed policies and procedures with clear timelines to reduce liability.
- Open communication is established at all levels, with monthly reporting and regular meetings, when needed.
- A cooperative environment is always maintained. Your satisfaction is our primary focus, and cooperation is the key to a productive working relationship!

We are confident that, together, we can establish a valuable partnership that meets all of Schenectady County's needs.

To better understand how Trinity achieves success, we have provided the following breakdown of the critical components of our food service procurement program. Each item confirms Trinity Services Group's preparedness and readiness to perform all required services. We have added specific notes, where needed, to clarify how we will institute these components at Schenectady County.

Local, State and Federal Standards

Facility: our Staff will use the procedures you have established as a benchmark for your operation. We will offer suggestions for improvements in cases where our own procedures may amend the security and quality of your food service operation. Suggestions may include items that improve meal quality, enhance the delivery of our services and/or reduce your overall costs.

ACA: our Standard Operating Procedures are designed, at a minimum, to meet American Correctional Association (ACA) Standards.

NCCHC: our food products are designed to satisfy the dietary guidelines for adults and are nutritionally approved for incarcerated adults and meet the National Conference on Correctional Health Care (NCCHC) standards.

HACCP: our staff is trained to understand the specific hazards of food handling and the prevention necessary to ensure food safety. They will ensure that all products received from our vendors and products stored on site meet comply with Hazard Analysis Critical Control Point (HACCP) guidelines.

NYCOC Part 7009 - Food Service: Trinity will ensure that your program is always compliant with New York State Commission of Corrections Minimum Standards for Adult Local Correctional Facilities as they relate to nutritional adequacy, medical/religious diets, personnel, meals, and storage of products.

Dietitians: our Registered Dietitians are certified to practice in New York State and will regularly review your menus to ensure that they satisfy all federal/state the requirements, upon request. They will also provide expert analysis regarding your special diet needs.

Flexibility and Variety: we will consult with your facility for approval on any menu substitutions, as well as any requests for product changes that could be financially advantageous to the operation.

Product Specifications: we will meet or exceed your required product standards. Our product lines are in use and are well-received by meal recipients, in hundreds of operations across the country.

Purchasing Programs: our established network of suppliers follows HACCP guidelines and are familiar with the quality of products Trinity uses in our daily operations, as well as the frequencies of deliveries and quantities needed. We can source from all broadline suppliers, local suppliers, or a combination of both at your request.

Quality Assurance: we purchase food items that meet or exceed your desired quality, as well as ACA food service industry standards.

Quality Assurance factors include:

Food Safety –time and temperature control

Regulating Agency Compliance – inspection preparation programs and procedures

Inventory – product accountability, storage, and stock rotation.

Menu Program and Support

Cycle Menus: The proposed menu has been designed to meet your applicable nutritional guidelines. Our Corporate Dietitian, Jennifer Sowers, has also established this menu with your desire for meal quality in mind! She will continue to review and adjust menus as you see fit regularly.

She will also create Special Diet menus that correspond with the daily meal and meet all dietary needs to help protect you against liability.

For Schenectady County, we developed a 4-week cycle menu with an average daily calorie count of 3,400 with varying in product type, quality, or quantity. Our meal pattern will ensure that at least two (2) hot meal is served each day, in accordance with ACA standards, and that all food items are visually appealing and well-received by the meal recipients.

Medical Diet Programs: Trinity will serve medical diets based on the special diet menus provided by our dietitian in consort with your on-site medical staff. A complete nutritional analysis supports the diet programs. Our dietitian is on call and available for visits to the facility when needed for more complex cases or special reviews/audits. The dietitian will also approve any menu substitutions. **Medical meals will be billed at the regular meal rate.*

Religious Meals: Trinity will be prepared to provide religious meals as requested and approved and by the facility administrator and/or chaplain. *Religious meals billing is discussed in our Financial Overview section.*

Bag/Sack Meals: Trinity will produce bag meals as requested by the County. Bag/Sack meals will include: Two sandwiches made with four (4) slices of bread and 3 oz. meat and/or cheese, 2 packets of condiments, Fresh fruit, Chips or Dessert item, and 8oz of bulk beverage. **Bag/Sack meals will be billed at the regular meal rate*

Special Meals: Trinity will serve a total of 5 holiday/spirit lifter meals on days predetermined by you. Holiday/spirit lifter meals will be provided and *billed at the regular meal rate.* No up-charge!

Production System: Our NetMenu® computer-based production system will be used to support your program. This program ensures that the proper number of products required for food production are purchased and produced, and inventory is accurately tracked.

Standardized Recipes: will be utilized as a part of the system to yield a consistent product in the proper quantities for the population. We have access to 4,600 recipes that will enhance the meals offered!

Support Staff

We will provide support staff to manage your needs, including but not limited to inventory controls, purchasing, invoicing, and vendor liaison services. Our wage rates and benefit programs are designed to attract and maintain a quality workforce.

Catering and Special Events

Catering for special events could include Breakfast, Lunch, Dinner, cookies, pastries, celebrations cakes, or a customized package. Our staff can ensure that you get fresh, quality food items for your special occasions. We will review the needs of each specific occasion with you and mutually agree on an acceptable plan and cost.

Trinity Take-Out (TTO): A Behavior Modification Program

Trinity Take-Out offers a unique opportunity for inmates to purchase specialty food items, including healthy options, on designated days. This program not only enhances the dining experience for the inmate population but also provides Schenectady County with an additional revenue stream through commissions on each purchase. Or you can forego commission and offer products at lower prices. The choice is yours!

TTO is renowned for its variety, taste, and affordability, and it stands out for having never been subjected to litigation related to quality or pricing. Orders can be placed easily via commissary kiosks and funds are deducted from inmates' accounts in real-time. Friends and family can also purchase TTO for inmates via our user-friendly website. Please see the attached for more details.

Orders will be forwarded to our onsite manager, who will facilitate the production process. Items will be assembled, packaged, and sealed by kitchen staff (either County or Trinity). Packages will then be marked with purchasers' names and housing units for delivery. Orders will be delivered on days/times defined by you.

Schenectady County will receive a negotiated commission on TTO orders, which can be paid directly or applied as a credit towards the food service invoice, depending on your preference.

Billing Procedures

We will prepare and provide weekly invoices to your facility. Invoices are calculated based on the average daily population during the billing cycle. The corresponding increment on the pricing scale is then used to determine the billable rate for regular meals. Specialty meals will be shown in separate line on our invoice, with corresponding pricing. Our transparent philosophy provides any back up material you require to ensure an easy and open audit trail exists.

Communication

You will receive a complete contact list of all applicable support levels in our organization. Our managers will collaborate with you to establish an emergency call procedure in the event of a problem with our suppliers. Our onsite manager will also become a liaison to your facility's management team, and will attend regularly scheduled meetings with your administration, when requested.

Problem Resolution

Should problems or concerns arise, we will work with you to resolve them as quickly as possible to satisfaction. We will follow your established policies on complaint resolution and develop a plan that meets your approval; as well as NYSCOC grievance regulations.

Our District Manager/designee will perform routine audits to ensure your satisfaction and compliance with the contract. Our District Manager/designee will also conduct a yearly audit to ensure that all local, state, and federal regulations standards are met and exceeded.

Transition Planning

Upon contract award, we will immediately request a Project Management meeting to establish our new partnership. We will meet regularly until start-up to ensure we agree on all critical elements of our proposed operational plan. Together, we discuss all facets of the existing program and make suggestions for modifications, if necessary.

Staff Meals

We understand that staff meals profoundly impact morale. That said, we want to ensure that our staff meal program provides exceptional quality, ample variety, and healthier choices. To accomplish this mission, Trinity proposes the establishment of an annual \$150,000 Staff Dining Fund. This fund will act as a declining balance. As such, Trinity will not bill for staff meals on a "price-per-meal" basis. Instead, we will invoice Schenectady County for the food and ancillary items purchased to fulfill staff menu requirements.

Menus will be developed in consort with Superintendent/designee with the declining account's balance in mind. Trinity will closely monitor produce usage and account balance and will send quarterly reports of expenditures to the Superintendent/designee for review. Trinity reserves the right to modify the menu or offering amounts in effort to ensure the budget is adhered to. Trinity also reserves the right to bill Schenectady County separately for expenditures that exceed the \$150,000 annual amount or renegotiate the annual declining balance amount.

Financial Overview

As a base, our pricing includes procurement of all food items (canned, bread, dairy, meats, dry goods, etc.), (1) full-time manager at \$65,000 per year. dietitian services, vendor liaison services, and program oversight.

Medical meals will be billed at the regular meal rate. **Requests for ancillary items such as Gatorade, ensure, or other medical nutritional needs will be billed separately to the County or medical provider.*

Holiday/spirit lifter and bag meals will be provided and billed at the regular meal rate.

Kosher/Halal meals will be provided and billed at the following rates, depending on the type chosen by the facility. All types meet religious dietary requirements.

\$3.50 per meal for Boil-n-bag type

\$6.95 per meal for shelf-stable type

\$6.95 per meal for frozen entrée type

Trinity will not procure paper or cleaning products with this proposal but can provide you with access to our vendors to purchase these items at reduced prices.

Trinity proposes the establishment of an annual \$150,000 Staff Dining Fund, acting as a declining balance account for purchases related to the production of staff meals.

For our Sourcing customers (with and without an onsite manager): *As a matter of practice, Trinity will regularly monitor inventory/product usage to ensure that it reasonable and customary for facilities of similar size/scope. Discrepancies will be brought to the attention of the Superintendent or designee. Schenectady County may be invoiced separately for any persistent discrepancies.*

Financial Considerations:

- In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll-based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage," "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state, or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.
- Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract anniversary date and shall be communicated to the Client not less than ten (10) days prior to the effective date of the new prices.
- Contractor shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Contractor shall exercise this option by giving County written notice of termination. The notice shall specify the date on which termination shall be effective. In the event the Contractor elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the County for up to an additional ninety (90) days.

Pricing Scale

Procurement Services w/ (1) Manager (Managed TSS) with attached 3,400 cal. menu

TRINITY SERVICES GROUP			
Schenectady County Jail			
Population Sliding Scale			
FROM		TO	PRICE
80	-	99	\$2.877
100	-	119	\$2.578
120	-	139	\$2.379
140	-	159	\$2.237
160	-	179	\$2.130
180	-	199	\$2.047
200	-	219	\$1.980
220	-	239	\$1.926
240	-	259	\$1.895
260	-	279	\$1.866
280	-	299	\$1.842
300	-	319	\$1.820
320	-	339	\$1.802
340	-	359	\$1.786
360	-	379	\$1.772
380	-	399	\$1.759
400	-	419	\$1.747
420	-	And over	\$1.737

The billable regular meal rate is determined by averaging the number of people served each day, over a seven (7) day billing cycle and applying to the corresponding increment on the sliding scale.

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Pancake Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Out Buttery 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Cinnamon 1/40 Out Glazed 1 WZ Apple Jelly 1 Tbsp Margarine 1 Each Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Out Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each
Lunch Roast Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Broccoli 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Chili Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Out Buttery 1 Tbsp Margarine 3 WZ Sugar Cookie 1 Cup Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Seasoned Mixed Vegetables 1/2 Cup Tossed Salad 1/2 FZ Italian Dressing 1 WZ Potato Chips 3 WZ Pickle/Onion 1 Cup Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Seasoned Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Chocolate Chip 3 WZ Beverage 1 Cup	Burger Patty 2 Each 3 WZ Sliced Cheese 2 Slices Bread 4 Slice Tater Tots 1 1/4 Cup Ketchup 3 FZ Mustard 1 FZ Broccoli 1/2 Cup Cookie Peanut Butter 3 WZ Beverage 1 Cup	Taco Mix 3/4 Cup Cheese Sauce 1/4 Cup Flour Tortilla 2 Each Medjool Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
Dinner Meatloaf 1 Each Brown Gravy 3 FZ Rice 1 Cup Seasoned Corn 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Brownie 1/40 Out Beverage 1 Cup	Sausage Jambalaya 1 1/4 Cup w/rice Rice 1 Cup Green Beans 1/2 Cup Carrots 1/2 Cup Cornbread Sweet Buttery 1/40 Out Margarine 1 Tbsp Mandarin Oranges 1/2 Cup Beverage 1 Cup	Sloppy Joe 3/4 Cup Hamburger Bun 1 Each French Fries 1 1/4 Cup Ketchup 2 FZ Seasoned Corn 1/2 Cup Carrots & Green Beans 1/2 Cup Iced White Cake 1/40 Out Beverage 1 Cup	Meat Sauce 3/4 Cup Spaghetti 1 1/4 Cops Broccoli 1/2 Cup Peas & Carrots 1/2 Cup Garlic Buttermilk 1/40 Out Biscuit 1 Tbsp Margarine 1/2 Cup Peaches 1 Cup Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Seasoned Mixed Vegetables 1/2 Cup Fried Cabbage 2 Slice Bread 1 Tbsp Margarine 1 Tbsp Iced Yellow Cake 1/40 Out Beverage 1 Cup	Chow Mein Sauce 1 1/4 Cup Rice 1 Cup Peas 1/2 Cup Seasoned Corn 1/2 Cup Cornbread Sweet Buttery 1/40 Out Margarine 1 Tbsp Peaches 1/2 Cup Beverage 1 Cup	Meatballs 3 WZ Brown Gravy 3 FZ Rice 1 Cup Peas 1/2 Cup Carrots & Green Beans 1/2 Cup Fried Cabbage 1/2 Cup Margarine 1 Tbsp Iced Brownie 1/40 Out Beverage 1 Cup

Approval Date

Dietary Consultant

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Cheddar Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Buttermilk 1/40 Cut Butter 3 FZ Apple Jelly 1 Tbsp Margarine 1 Each Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Cheddar Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each
Lunch	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Ranch Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Inland Foodie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Seasoned Mixed Vegetables 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Frankfurter 2 Each Hot Dog Bun 2 Each Ketchup 2 FZ Mustard 1 FZ Beans Pinto Seasoned 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Peanut Butter 3 WZ Beverage 1 Cup	Chicken Tender 4 WZ French Fries 1 Cup Ketchup 1 FZ Broccoli 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Inland Foodie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Peas 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
Dinner	Burger Patty 2 Each Sliced Cheese 2 Slices Bread 4 Slice Tater Tots 1 1/4 Cup Ketchup 3 FZ Mustard 1 FZ Broccoli 1/2 Cup Applesauce 1/2 Cup Beverage 1 Cup	Chicken Casserole 1 1/4 Cup Carrots 1/2 Cup Fried Cabbage 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Spice Cake 1/40 Cut Beverage 1 Cup	Turkey Ala King 1 1/4 Cup Rice 1 Cup Peas 1/2 Cup Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Cut Butter 3 FZ Margarine 1 Tbsp Peaches 1/2 Cup Beverage 1 Cup	BBQ Poultry 1 Cup Rotini 1 Cup Seasoned Corn 1/2 Cup Carrots & Green Beans 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Yellow Cake 1/40 Cut Beverage 1 Cup	Chili 1 1/4 Cup Rotini 1 Cup Carrots 1/2 Cup Fried Cabbage 1/2 Cup Cornbread Sweet 1/40 Cut Butter 3 FZ Margarine 1 Tbsp Mandarin Oranges 1/2 Cup Beverage 1 Cup	Chicken Patty 1 Each French Fries 1 Cup Ketchup 1 FZ Seasoned Mixed Vegetables 1/2 Cup Broccoli 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Iced Spice Cake 1/40 Cut Beverage 1 Cup	Chow Mein Sauce 1 1/4 Cup Rice 1 Cup Seasoned Corn 1/2 Cup Green Beans 1/2 Cup Biscuit Buttermilk 1/40 Cut Butter 3 FZ Margarine 1 Tbsp Peaches 1/2 Cup Beverage 1 Cup

Dietary Consultant

Approval Date

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	
Breakfast	Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Each Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Biscuit Cinnamon Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 3 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuit Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each
Lunch	Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Fried Cabbage 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Inickendoodle Beverage 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Coleslaw 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slices BBQ Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Snickerdoodle Beverage 3 WZ Beverage 1 Cup	Burger Patty 2 Each Sliced Cheese 3 WZ Bread 4 Slices Ketchup 1/4 Cup Mustard 3 FZ Italian Dressing 1 FZ Tortilla Chips 1/2 Cup Sugar Cookie 3 WZ Beverage 1 Cup	Turkey Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Seasoned Mixed Veggies 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Peanut Butter Beverage 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slices Mustard 1 FZ Green Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Chocolate Chip Beverage 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slices Beans Pinto Seasoned 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Snickerdoodle Beverage 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slices Beans Pinto Seasoned 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Snickerdoodle Beverage 3 WZ Beverage 1 Cup
Dinner	Chicken Casserole 1 1/4 Cup Carrots & Green Beans 1/2 Cup Broccoli 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced White Cake Beverage 1/40 Cut Beverage 1 Cup	Sweet & Sour Turkey 1 1/4 Cup Rice 1 Cup Carrots 1/2 Cup Green Beans 1/2 Cup Cornbread Sweet 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Peaches Beverage 1 Cup	Enchilada Casserole 1 1/4 Cup Penne Pasta 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Iced Yellow Cake Beverage 1/40 Cut Beverage 1 Cup	Chicken Patty 1 Each Rice 1 Cup Gravy 3 FZ Green Beans 1/2 Cup Fried Cabbage 1/2 Cup Biscuit Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Mandarin Oranges Beverage 1/2 Cup Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Peas 1/2 Cup Seasoned Corn 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced Brownie Beverage 1/40 Cut Beverage 1 Cup	Salisbury Patty 3 WZ Brown Gravy 3 FZ Rice 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Biscuit Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1 Tbsp Pineapple Tidbits Beverage 1/2 Cup Beverage 1 Cup	Meatloaf 1 Each Brown Gravy 3 FZ Rice 1 Cup Green Beans 1/2 Cup Carrots 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced Yellow Cake Beverage 1/40 Cut Beverage 1 Cup	Meatloaf 1 Each Brown Gravy 3 FZ Rice 1 Cup Green Beans 1/2 Cup Carrots 1/2 Cup Bread 2 Slices Margarine 1 Tbsp Iced Yellow Cake Beverage 1/40 Cut Beverage 1 Cup

Dietary Consultant

Approval Date

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast Beverage 1 Each Cold Cereal 1 Cup French Toast Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Coffee Cake 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuits Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Margarine 1 Each Milk 3 FZ Pancake Bake 1/40 Cut	Beverage 1 Each Cold Cereal 1 Cup Biscuits Cinnamon Glazed 1/40 Cut Apple Jelly 1 WZ Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Scrambled Eggs 3 WZ Biscuits Buttermilk 1/40 Cut Buttery 1 WZ Apple Jelly 1 Tbsp Margarine 1 Tbsp Milk 1 Each	Beverage 1 Each Cold Cereal 1 Cup Pancake Bake 1/40 Cut Syrup 3 FZ Margarine 1 Tbsp Milk 1 Each
Lunch Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Seasoned Corn 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Party 1 Each French Fries 1 Cup Ketchup 1 FZ Seasoned Mixed Vegetables 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Cookie Peanut Butter 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Ranch Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup	Chicken Tender 4 WZ Water Tots 1 Cup Ketchup 1 FZ Colelaw 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Shickerdoodle 3 WZ Beverage 1 Cup	Poultry Bologna 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ BBQ Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Cookie Peanut Butter 3 WZ Beverage 1 Cup	Turkey Ham 2 WZ Sliced Cheese 2 Slices Bread 4 Slice Mustard 1 FZ Fried Cabbage 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Tortilla Chips 1 WZ Cookie Chocolate Chip 3 WZ Beverage 1 Cup	Peanut Butter 3 WZ Apple Jelly 1 WZ Bread 4 Slice Chili Beans 1/2 Cup Tossed Salad 1/2 Cup Italian Dressing 1/2 FZ Potato Chips 1 WZ Sugar Cookie 3 WZ Beverage 1 Cup
Dinner Meatballs 3 WZ Marinara Sauce 1/4 Cup Hot Dog Bun 1 Each French Fries 1 1/4 Cup Ketchup 2 FZ Broccoli 1/2 Cup Carrots & Green Beans 1/2 Cup Mandarin Oranges 1/2 Cup Beverage 1 Cup	Sausage Jambalaya w/Rice 1 1/4 Cup Rice 1 Cup Peas & Carrots 1/2 Cup Green Beans 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Spice Cake 1/40 Cut Beverage 1 Cup	Sweet & Sour Turkey 1 1/4 Cup Rice 1 Cup Carrots 1/2 Cup Fried Cabbage 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Applesauce 1 Cup Beverage 1 Cup	Meat Sauce 3/4 Cup Spaghetti 1 1/4 Cups Broccoli 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Brownie 1/48 Cut Beverage 1 Cup	Country Stew 1 1/4 Cup Rice 1 Cup Seasoned Corn 1/2 Cup Peas & Carrots 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Mandarin Oranges 1 Cup Beverage 1 Cup	Chicken Cacciatore 1 1/4 Cup Seasoned Corn 1/2 Cup Peas 1/2 Cup Bread 2 Slice Margarine 1 Tbsp Food Yellow Cake 1/40 Cut Beverage 1 Cup	Turkey & Gravy 1 Cup Rice 1 Cup Fried Cabbage 1/2 Cup Carrots & Green Beans 1/2 Cup Biscuits Buttermilk 1/40 Cut Buttery 1 Tbsp Margarine 1/2 Cup Applesauce 1 Cup Beverage 1 Cup

Dietary Consultant

Approval Date

FOOD SERVICES AGREEMENT

THIS AGREEMENT is made by and between Schenectady County, with principal offices located at 320 Veeder Ave, Schenectady, NY 12307 ("Client"), and Trinity Services Group, Inc., a Florida corporation with principal offices located at 477 Commerce Boulevard, Oldsmar, FL 34677-3018 ("Trinity").

WITNESSETH:

WHEREAS, Client has requested a proposal for Food Service Management and Procurement Services and Trinity submitted its proposal to provide the necessary food services ("Proposal"); and

WHEREAS, Client desires to accept the Proposal and avail itself of Trinity's services; and

WHEREAS, Trinity desires to perform such services for Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. CLIENT'S GRANT TO TRINITY

Client grants to Trinity, as an independent contractor, the exclusive right to manage food and procurement services at the Schenectady County Sheriff's Office/Correctional Facility at 320 Veeder Ave, Schenectady, NY 12307 (such location hereinafter referred to as the "Premises"), and the exclusive right to serve to incarcerated individuals, staff, and other persons at such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client (such food service hereinafter referred to as "Services").

SECTION 2. TRINITY'S RESPONSIBILITIES

2.1. Pursuant to the terms, conditions, and requirements of the Proposal, which is incorporated herein by this reference, and the provisions of this Agreement, Trinity will manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties as per Exhibit A.

2.2. Trinity agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; and (iv) meet all guidelines as prescribed by the American Correctional Association regarding food service. Trinity agrees to pay all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. All costs in connection with such taxes (excluding Client's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a cost of business and will be charged to the operation of the business and borne solely by Trinity. Except in circumstances in which the Client is exempt from sales tax, Trinity shall bill and Client shall pay for all applicable sales taxes.

2.3. Trinity shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper city,

state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the Client. All persons employed by Trinity will be the employees of Trinity, and not of the Client, and will be covered by employee dishonesty coverage. Trinity shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees. Trinity agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

2.4. Trinity shall oversee all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Trinity agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

2.5. All records shall be kept on file by Trinity for a period of three (3) years from the date the record is made and Trinity shall, upon reasonable notice, give the Client or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Trinity's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the Client and such inspection, examination, and audit shall be conducted at the Trinity locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

2.6. Trinity agrees that Trinity's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that Client imposes upon Client's employees and agents.

2.7. Trinity agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts but not due to the acts or omissions of incarcerated individuals, Client's employees or agents, or anyone who is not an employee of Trinity. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the Client as defined in Section 3.

2.8. In connection with Services provided hereunder, Trinity shall purchase inventory and services from various sellers and vendors selected by Trinity at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Trinity deems in its sole discretion as acceptable ("Vendor Terms") All Vendor Terms are the exclusive obligation and property of Trinity. Client does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of Client's Obligations.

SECTION 3. CLIENT'S RESPONSIBILITIES

3.1. Client shall, without cost to Trinity, provide Trinity with the necessary space for the operation of its Services, and shall furnish, without cost to Trinity, sufficient incarcerated labor [as outlined in Exhibit A] and all utilities and facilities reasonable and necessary for the efficient performance of Trinity's services hereunder, include, but not limited to, the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

3.2. Client shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Trinity's Services hereunder. Client will maintain, repair, and replace said equipment and facilities at its own

expense. Notwithstanding the foregoing, if equipment provided by Client becomes inoperative, hazardous, or inefficient to operate Trinity shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate Client shall, if applicable, (i) pay to Trinity all increased costs due to the equipment issue, including, but not limited to, all paper products used during such time period and (ii) work in good faith with Trinity on menu changes, product substitutions and any other remedial measures until the equipment issue is resolved. Client shall permit Trinity to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by Client to Trinity are the sole property of the Client, and Trinity will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the Client.

3.3. Client will be responsible, at no cost to Trinity, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by Client staff or incarcerated workers and supervised by Client staff and shall be performed on a schedule determined by agreement between the Client and Trinity.

3.4. Client will reimburse Trinity for all paper products used during lock down events or any other period when paper products are required due to circumstances outside the control of Trinity and are purchased by Trinity.

3.5. Client shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Trinity or any of its subsidiaries. In the event that Client breaches the terms of this provision, Client shall pay Trinity an amount equal to the annual salary of such Employee. This provision shall not apply to any person who was employed by the Client prior to being employed by Trinity.

3.6. Client shall pay all real estate taxes with respect to the Premises, and Client shall pay all personal property taxes and similar taxes with respect to Client's equipment located in the Premises.

3.7. Client agrees to complete all background checks pursuant to Section 2.3 within ten (10) days of request by Trinity. Trinity will not be liable for liquidated damages or penalty fees related to Client's failure to timely complete background checks.

SECTION 4. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit B, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1. Each Party to this Agreement shall be responsible for its own acts and omissions, and, to the extent allowed by law, shall indemnify and hold harmless the other and its officers, employees and agents thereof, from and against any and all claims, suits, proceedings, liabilities, losses, damages, costs and expenses whatsoever, including reasonable counsel fees and the reasonable costs associated with the retention of consultants or experts, arising out of

or resulting from any bodily injury, death, sickness, property damage or other injury or loss caused by or arising from the non-compliance with any applicable law, or the alleged or actual breach of this Agreement or any negligent act or omission attributable to the indemnifying party, its managers, members, officers, employees, agents or subcontractors in the performance of their obligations under this Agreement (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Trinity shall not be required to indemnify Client for any claim or action brought by an employee of Trinity against Client. The provisions of this Section shall survive the expiration or termination of this Agreement.

5.2. Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

5.3. Trinity shall obtain and maintain insurance as required by the Client. Certificates of Insurance for such coverages shall be provided by Trinity naming the Client as an additional insured as respects to such coverage prior to the commencement of Services hereunder.

5.4. Client shall obtain and maintain insurance for the operation of the Premises, its equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

SECTION 6. COMMENCEMENT AND TERMINATION

6.1. Unless sooner terminated as provided herein, the term of this Agreement shall be for 3 years beginning on 08/19/2024 through 08/18/2027.

6.2. The Agreement will renew upon mutual consent by the parties for additional one-year terms unless either party provides thirty (30) days' written notice of termination prior to the end of the then current term.

6.3. Trinity shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Trinity may exercise this option by giving Client sixty (60) days written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Trinity elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the Client for up to an additional ninety (90) days.

6.4. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

6.5. Upon the termination or expiration of this Agreement, Trinity shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Trinity, and where applicable, remove its property and equipment and return the Premises to Client, together with all the equipment furnished by the Client pursuant to this Agreement, in the same condition as

when originally made available to Trinity, excepting reasonable wear and tear and fire and other casualty loss.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

Trinity shall be an independent contractor and shall retain control over its employees and agents. The employees of Trinity are not, nor shall they be deemed to be, employees of Client and employees of Client are not, nor shall they be deemed to be, employees of Trinity.

SECTION 8. EXCUSED PERFORMANCE

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

Trinity shall not be subject to fines or other charges if the performance of any terms or provisions of the Agreement shall be delayed or prevented because of Trinity's compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God or Nature, or any other reason whatsoever which is not within Trinity's control and which, by the exercise of reasonable diligence, Trinity is unable to prevent.

SECTION 9. ASSIGNMENT

Neither Trinity nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary. The sale of the equity interests of Trinity, or its parent company, shall not constitute an assignment.

SECTION 10. ENTIRE AGREEMENT AND WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Trinity's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Trinity and Client. This Agreement supersedes all other agreements between the parties for the provision of Trinity's Services on the Premises.

SECTION 11. NOTICES

All notices to be given under this Agreement shall be in writing and shall be served either personally, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following personal service; or (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to Client: Schenectady County
Attn: Sheriff Dominic Dagostino
320 Veeder Ave
Schenectady, NY 12307

If to Trinity: Trinity Services Group, Inc.
Attn: Chief Operating Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With copy to: Trinity Services Group, Inc.
Attn: General Counsel
10880 Lin Page Place
St. Louis, MO 63132

SECTION 12. CONFIDENTIALITY

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, Client security means and methods, recipes, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree, to the extent permitted by law, to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to them at law. This provision shall survive the termination or expiration of this Agreement.

SECTION 13. INFORMATION TECHNOLOGY SECURITY

In connection with the services being provided hereunder, Trinity may need to operate certain information technology systems not owned by the Client ("Non-Client Systems"), which may need to interface with or connect to Client's networks, internet access, or information technology systems ("Client Systems"). Trinity shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Trinity serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Trinity will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from Trinity, at its own expense, the changes to the Client Systems that Trinity reasonably requests and believes are necessary or prudent to ensure Trinity's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

SECTION 14. EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement and any amendment hereto by an exchange of scanned and emailed executed copies. In the event of such an exchange, this Agreement and any applicable amendment shall become binding and any scanned and emailed signed copies shall constitute admissible evidence of the existence of this Agreement and applicable amendment.

SECTION 15. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to a court of competent jurisdiction within the State of New York.

SECTION 16. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Schenectady County Sheriff's Office, NY

Trinity Services Group, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schenectady County, NY

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A SERVICES

FINANCIAL ARRANGEMENTS

I. PRICE PER MEAL

Client shall pay Trinity the price per meal as detailed in the scale that is attached hereto as Schedule 1 and incorporated herein by this reference, which scale is based on the number of incarcerated individuals.

Meal prices shall be adjusted annually, effective on the anniversary date of this Agreement, by an amount equal to (1) the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home or (2) an amount determined by Trinity based upon actual cost increases incurred. Trinity will provide notice of the price increase not less than thirty (30) days prior to the anniversary date. As per Section 6, either party may terminate the agreement pursuant to the notice requirements of that section if the parties cannot agree to pricing for the next year.

In the event of material cost changes in (1) food costs, (2) federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes, (3) labor costs, including an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity, or (4) an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity's control, including, but not limited to a change in the scope of services, menu changes requested by the facility, decreases in incarcerated population or the availability of incarcerated labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity's control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances. If the parties are unable to agree upon revised pricing under these conditions, either party may terminate the agreement by providing ninety (90) days written notice.

II. PAYMENT TERMS

Trinity shall invoice Client each week, in arrears, for the total amount due from Client as the result of the number of meals served, and any other applicable charges under this Agreement, in the preceding week. Client shall pay the invoice amount within fifteen (15) days of date of the invoice from Trinity. All past due amounts due to Trinity will be subject, at the option of Trinity, to a service charge equal to one and one half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Trinity, in its sole discretion, determines that Client's credit has become impaired, Trinity shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Trinity's satisfaction; or (b) terminate this Agreement without liability whatsoever to Trinity, by giving sixty (60) days prior written notice to Client.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.

III. BASIS OF FINANCIAL TERMS

The financial terms of this Agreement have been negotiated between the parties upon the condition that Trinity will operate its Services at the same points of service and remain in operation under the same operating standards as agreed at the time of execution of this Agreement. If Client desires Trinity to change the operation or scope of its Services, Client and Trinity shall mutually agree on the appropriate financial adjustments for the requested changes.

**SCHEDULE 1
SCALE**

TRINITY SERVICES GROUP			
Schenectady County Jail			
Population Sliding Scale			
FROM		TO	PRICE
80	-	99	\$2.877
100	-	119	\$2.578
120	-	139	\$2.379
140	-	159	\$2.237
160	-	179	\$2.130
180	-	199	\$2.047
200	-	219	\$1.980
220	-	239	\$1.926
240	-	259	\$1.895
260	-	279	\$1.866
280	-	299	\$1.842
300	-	319	\$1.820
320	-	339	\$1.802
340	-	359	\$1.786
360	-	379	\$1.772
380	-	399	\$1.759
400	-	419	\$1.747
420	-	And over	\$1.737

Pricing includes 1 Full-time manager @ \$65,000 per year

Kosher/Hallal Meals will be billed at \$6.50 per meal

A Staff Dining Fund in the amount of \$150,000 will be established annually, unless otherwise agreed

The billable meal rate is determined by averaging the number of people served each day, over a seven (7) day billing cycle. The corresponding price for the Average Daily Population is then used to determine the billable rate for regular meals during the billing cycle.

EXHIBIT B

Insert Trinity Proposal

INMATE COMMUNICATIONS
Led by the **State of Nevada**

Master Agreement #: 99SWC-NV22-13386
Contractor: Trinity Services Group
Participating Entity: Schenectady County, NY

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. **Scope:**

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:
 - *[Removable Example: Product modifications.]*
 - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. **Participation:** This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Nevada and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Official.

[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]

3. **Term:**

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on 08/18/25, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. **Primary Contacts:** The following (or their named successors) are the primary contact individuals for this Participating Addendum:



INMATE COMMUNICATIONS
Led by the **State of Nevada**

CONTRACTOR:

Name:	Gabrielle Liddy, Regional Sales Director
Address:	477 Commerce Blvd. Oldsmar, FL 34677
Telephone:	313-530-6898
Fax:	na
Email:	Gabrielle.liddy@trinityservicesgroup.com

PARTICIPATING ENTITY:

Name:	Dominic Dagostino, Sheriff
Address:	320 Veeder Ave. Schenectady, NY 12307
Telephone:	(518) 388-4300
Fax:	
Email:	dominic.dagostino@schenectadycountyny.gov

Participating Entity Modifications and Additions to the Master Agreement

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

SEE ATTACHED AGREEMENT

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. **"Reserved"**.
6. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless



INMATE COMMUNICATIONS
Led by the State of Nevada

the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

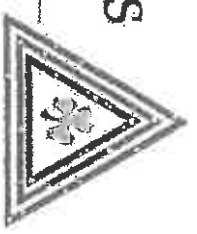
[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

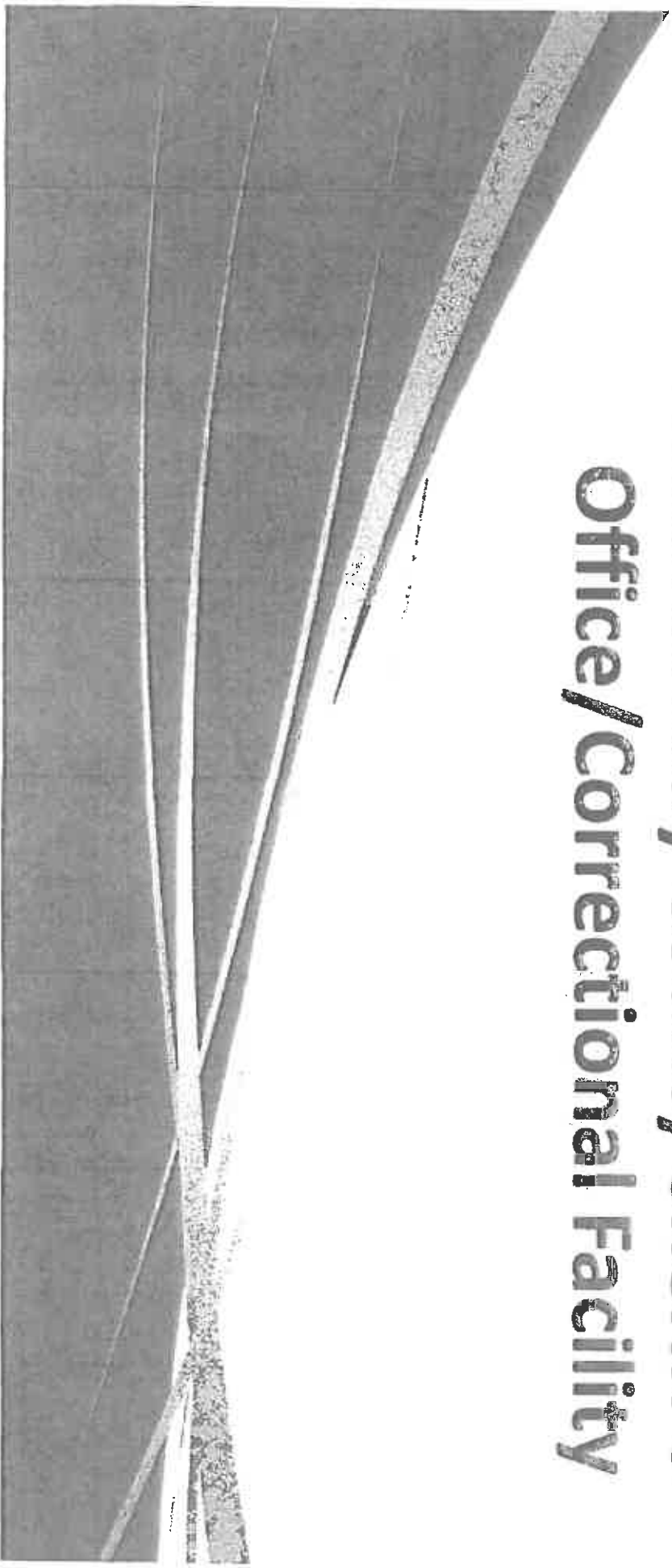
Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.



TRINITY SERVICES
GROUP



Schenectady County Sheriff's Office / Correctional Facility





Who We Are



Corrections Focused!

35 – Years Providing Correctional Food Service

43 – States and U.S. Territories

220,000,000 – Meals Served Annually

2,900 – Employees

360 – Accounts, including

County Jails, State DOCs, Juvenile Facilities, and

Community Corrections Centers





The Trinity Difference



Trinity Food Service Operations Provide Three Types of Food Service Management:

- Full Service — We provide food service staff, menu development, dietitian services, and product procurement (food, paper, chemicals, smallwares, and other supplies as agreed)
- Sourcing Solution — We provide the above, EXCEPT staffing. You retain your current county food service employees; we provide the infrastructure and support for your program.
- Managed Sourcing Solution — We provide the above plus a manager to oversee the operation. You retain your current food service employees; we provide the infrastructure and support for your program.





The Trinity Difference



- **Experienced staff**
All levels of management have corrections and food service experience
- **Cost-effective management**
Dedicated Procurement Team to navigate difficult markets
Purchasing Programs and Nationwide Buying Power
Menu Management experience, including medical, religious, and other special diets
- **For *Full service* or *Managed TSS* customers, we offer**
proprietary software helps track food consumption, product movement, and develop strategies for cost savings



The Trinity Difference



- **Comprehensive Training** for staff and incarcerated labor
 - Orientation
 - Quality Assurance
 - Safety & Security
 - ServSafe Certification & vocational instruction
 - ASCEND Vocational
- **Thorough Transition Plan**
 - Seamless adaption to YOUR operations
 - Open communication
 - Regular meetings
 - Consultation





The Trinity Difference

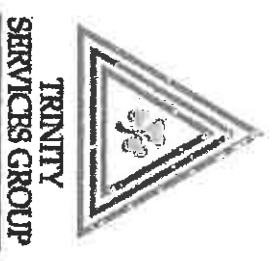


- **ACA, NYSSA, and NCCHC Accreditation**
We routinely achieve 100% compliance during audits
- **Equipment fund**
Equipment can include large items, such as: dishwashers, kettles, ovens, steamers Or small items such as: trays, sporks Smallwares, mixers, etc..
- **Paid with cents per meal , straight-line amortization**
Larger items are amortized over a 2-year period





The Trinity Difference



- **Solid Partnerships**
To best serve your inmate population
To create safe, secure environments
- **Solid Understanding**
Food is so important to the correctional environment and can create morale issues
- **Corner Café & Corner Pantry**
Cost effective
Variety & taste
Customizable





Dietitian Services



- Registered Dietitians (*licensed to practice in New York*) develop our menus to provide tasty, appetizing meals that meet all state/federal requirements
- Regular reviews performed to ensure continued compliance with your goals/objectives and all nutritional regulations
- On-call to assist with your needs





The Trinity Difference



- Menus are developed by our **Menu Development Team**
- Food items can be tailored towards your needs/wants
- **Variety** — in 3, 4 & 5-week cycles **Can be adjusted to meet your needs*
- Daily calorie counts are healthy and sustainable
- **More freshly made products** as opposed to convenience products that are costly and largely unhealthy

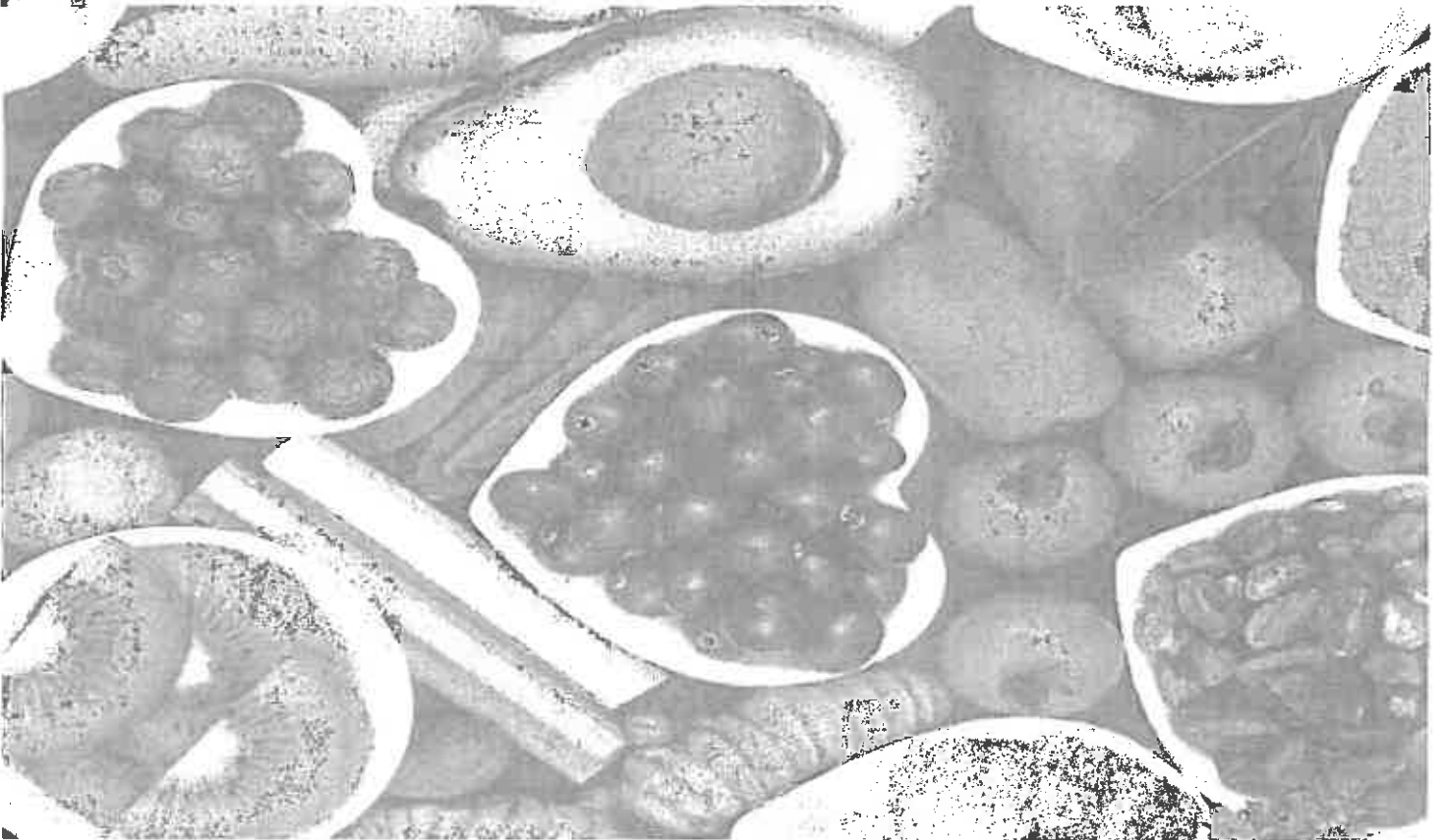


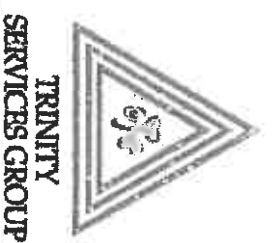
Special Diets & Holiday Meals

Special Diets: Special diet menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction

- *For more complex cases or special reviews/audits, our dietitian is on call or available for direct visits to your facility*

Holiday Meals: at your request, we will provide five Holiday/Spirit Lifter meals on days predefined by **YOU**



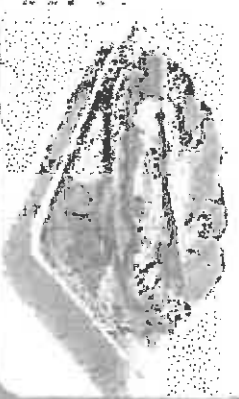


Behavior Modification Program

You select who can participate and how often
Ordered through commissary or web-based program

Earn commission on purchases
Use commission to offset food service invoice

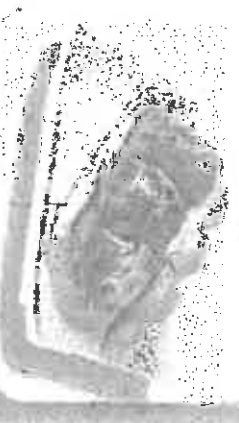
**Classic Philly
Cheese Steak**



**Classic All Beef
Pepperoni Pizza**



**Italian Meatball
Hoagie**





FULL HEAT AND COMFORT

American Breakfast

Scrambled eggs served with bacon or sausage and golden hash browns.

Country Breakfast

Country style scrambled eggs served with bacon or sausage, golden hash browns, home country biscuits, butter, & jelly.

Classic Morning Breakfast

Scrambled eggs, crisp bacon, sausage and hash brown potatoes. Served with fresh baked muffins, butter and margarine, and jellies.

Mom's Meatloaf

Home style meatloaf served with mashed potatoes, gravy, and vegetable. Finished off with fresh biscuits.

Lasagna Dinner

Traditional Italian lasagna served with fresh salad bowl, salad dressing, & garlic bread

Salisbury Steak

Salisbury steak patty served with gravy, mashed potatoes, fresh salad bowl, salad dressing, and dinner roll.

Sample Catering Menu

CREATE YOUR OWN PIZZA 16" PIZZA

Start with sauce and mozzarella and add your favorite toppings.

TOPPINGS

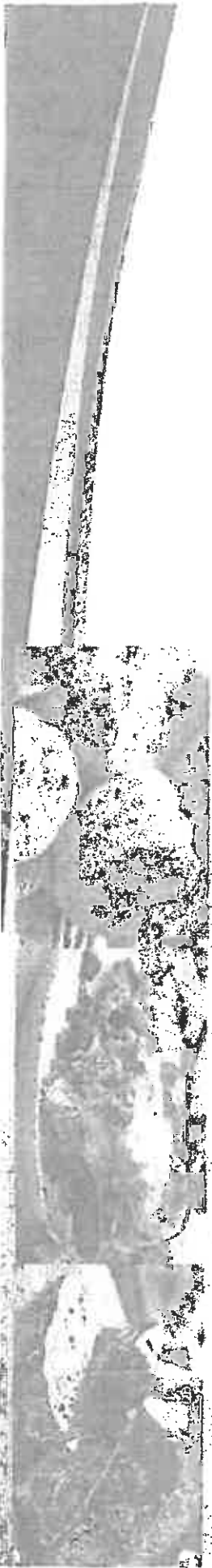
- Sausage Pepperoni Ham Peppers Mushrooms Tomatoes
- Onions Ham Jalapenos Black Olives Mozzarella Cheese

Pepperoni

Pepperoni, tomato sauce, shredded mozzarella, cheddar, parmesan and oregano.

The Works

Spicy Italian sausage, pepperoni, roasted mushrooms, onions, roasted red pepper, olives, mozzarella, tomato sauce & oregano.





Fundamental Excellence: Participants learn and practice core-competency skills that prepare them for entry-level positions.

Operational Excellence: Participants gain more in-depth knowledge and experience in food service procedures, operating principles, and cost-saving strategies

Leadership Excellence: Through Practical Job Applications and Interviewing participants are selected to take on leadership roles in Peer Tutor and Peer Fellow programs which expose them to managerial-type functions.

Applied Excellence: Participants can pursue more advanced educational platforms, through our Trinity Take-Out Program and formal culinary classes.

ASCEND Online Resources: As participants transition back to society and begin pursuing employment, they will have access to ASCEND Online Recourses.





Trinity Services Group

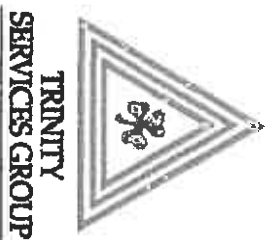
Z BID-STEUBEN COUNTY NY 8/2022 3000 Regular

Week 4

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast 1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Milk 1/2 Cup Oatmeal 1/2 Cup French Toast 1/2 Cup Pancakes 1/2 Cup Waffles 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee
Lunch 1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Chicken Noodle Soup 1/2 Cup Spaghetti 1/2 Cup Salad 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee
Dinner 1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee	1/2 Cup Meatloaf 1/2 Cup Potatoes 1/2 Cup Green Beans 1/2 Cup Corn 1/2 Cup Bread 1/2 Cup Fruit 1/2 Cup Juice 1/2 Cup Coffee



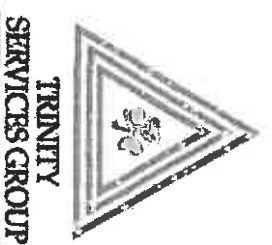
Sample Pricing



TRINITY SERVICES GROUP			
Schenectady County Jail			
Inmate Population Sliding Scale			
FROM	TO	PRICE	
80	99	\$ 2,912	
100	119	\$ 2,600	
120	139	\$ 2,392	
140	159	\$ 2,244	
160	179	\$ 2,132	
180	199	\$ 2,046	
200	219	\$ 1,977	
240	259	\$ 1,888	
260	279	\$ 1,860	
280	299	\$ 1,834	
300	319	\$ 1,813	
320	339	\$ 1,793	
340	359	\$ 1,778	
360	379	\$ 1,763	
380	399	\$ 1,752	
400	419	\$ 1,739	
420	And over	\$ 1,728	



What's Included



Sample Price Includes:

- All food items (meats, dairy, produce, dry goods, canned goods, bakery items)
- 1 Manager @ \$65,000 per year
- Dietitian Services
- Accreditation/Audit Assistance
- Menu Development Services
- Training for County Kitchen Staff and Incarcerated Labor



Budget Comparison



- 2024 Food budget \$700,000
- 2024 Salary for manager \$59,000
- Fringe benefits for manager at 35% = \$20,650
- **Total County Costs: \$779,650**
- Estimated cost for Trinity Sourcing Program with a manager: \$462,528
- **Estimated Savings: \$317,122***

*Actual Savings will depend on menu used, specific county operations, and other unknown factors at the time figures are presented



Full Staff Option

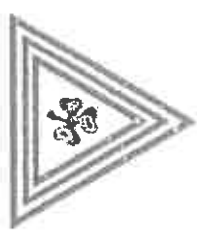


- Trinity will charge an additional \$1.00 per meal to take on all hourly positions.
- Your total program costs with all food, 1 Manager & 3 cooks: \$ 978,650
- Total program costs with Trinity: \$703,428
Estimated savings: \$275,222*

*Actual Savings will depend on menu used, specific county operations, and other unknown factors at the time figures are presented



Financial Considerations



TRINITY
SERVICES GROUP

- All pricing is subject to annual increase based on the prevailing Consumer Price Index, Food Away from Home Data.
- Contracts must include termination options by both parties.
- Holiday, medical, bagged meals, and other special meals will be billed at the regular meal rate.
- Kosher/Hallah meals will be billed at \$6.95 per meal
- As a matter of practice, Trinity will monitor product usage and may invoice separately if discrepancies persist once notified

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 50

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY OFFICE OF EMERGENCY MANAGEMENT

Purpose and General Idea:

Provides authorization to eliminate and create positions at the Office of Emergency Management

Summary of Specific Provisions:

Authorizes the elimination of the position of EMS Deputy Coordinator and the creation of two positions of EMS Coordinator (JC 6).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Emergency Management Office personnel change. This change will replace the EMS Deputy Coordinator title with two (2) EMS Coordinator titles. The annual salary for the EMS Coordinator is \$72,527.

Increase Expense Code By:

A513640._01793	EMS Coordinator (2 Positions)	\$41,844
A589010.80019	State Retirement	\$3,153
A589030.80016	Social Security	\$1,551
A589040.80020	Workers Compensation	\$296
A589050.80017	Unemployment	\$26

Decrease Expense Code By:

A513640._01793	EMO Deputy Coordinator (1 Position)	\$46,870
----------------	-------------------------------------	----------

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

Justification:

This change will help the department in planning and responding to emergency incidents in the County.

Sponsor: The Committee on Rules

Co-Sponsor:

COUNTY OF SCHENECTADY

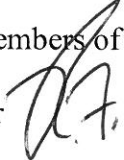


RORY FLUMAN
COUNTY MANAGER

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
Mark LaViolette, Director of Emergency Management
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: September 9, 2024

RE: Authorization to Eliminate and Create Positions at the Office of Emergency Management

Attached is a memorandum Mark LaViolette, Director of Emergency Management, requesting authorization to eliminate the position of EMS Deputy Coordinator and create two (2) positions of EMS Coordinator (JC 6). As Mr. LaViolette indicates, this change will aid the department in its planning and responding to emergency incidents in the County.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



County of Schenectady
NEW YORK

Mark LaViolette
Director

Office of Emergency Management

130 Princetown Plaza
Prinetown, New York 12306

Phone (518) 370-3113
Fax (518) 370-3115

September 9th, 2024

Rory Fluman, County Manager
Schenectady County
620 State Street
Schenectady, NY 12305

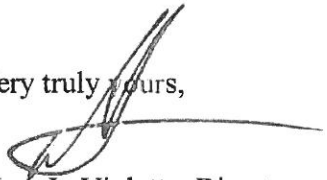
Subject: Office of Emergency Management Reorganization

Dear Mr. Fluman,

The Office of Emergency Management is respectfully requesting to perform a reorganization of office staff.

The office currently has one full-time position for the County EMS Coordinator . We would like to add a second position for County EMS Coordinator. Adding a second EMS (Emergency Medical Services) Coordinator can enhance the efficiency and effectiveness of emergency management operations. This added position will help assist with responding to incidents within the County. This position will also assist with the Counties planning, preparation, and preparedness for incidents

Very truly yours,


Mark LaViolette, Director
Office of Emergency Management

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 *JF*

DATE: September 9, 2024

SUBJECT: Budget Amendment – Emergency Management Office Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed Emergency Management Office personnel change. This change will replace the EMS Deputy Coordinator title with two (2) EMS Coordinator titles. The annual salary for the EMS Coordinator is \$72,527.

Increase Expense Code By:

A513640._01793	EMS Coordinator (2 Positions)	\$41,844
A589010.80019	State Retirement	\$3,153
A589030.80016	Social Security	\$1,551
A589040.80020	Workers Compensation	\$296
A589050.80017	Unemployment	\$26

Decrease Expense Code By:

A513640._01793	EMO Deputy Coordinator (1 Position)	\$46,870
----------------	-------------------------------------	----------

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

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: September 9, 2024
Re: Elimination and Creation of a Positions within the Office of Emergency
Management

The Emergency Management Office has requested the elimination of the position EMS Deputy Coordinator position and the creation of two EMS Coordinator positions. I recommend the creation of the positions of EMS Coordinator at a JC6.

All necessary action will occur at the September 17, 2024 meeting of the Schenectady County Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 9/6/2024
Reference: Rules
Dual Reference:
Initiative: R 51

Title of Proposed Resolution:

A RESOLUTION REGARDING AN AGREEMENT WITH RE4ORM ARCHITECTURE FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DESIGN AND CONSTRUCTION OF AN AQUATIC CENTER IN THE CITY OF SCHENECTADY

Purpose and General Idea:

Provides authorization to enter into an agreement with Re4orm Architecture for Architectural and Engineering Services Regarding the Design and Construction of the Proposed Aquatic Center

Summary of Specific Provisions:

Authorizes the County to enter into an agreement with Re4orm Architecture for Architectural and Engineering Services Regarding the Design and Construction of the Proposed Aquatic Center in Downtown Schenectady. The contractor's cost of services is capped at \$3,750,000 or 7.5% of the cost of the work budget of \$50,000,000.

Effects Upon Present Law:

None.

Justification:

Architectural and Engineering Services for the Design and Construction of the Proposed Aquatic Center in Downtown Schenectady.

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 County Clerk
Christopher H. Gardner, County Attorney

Date: September 9, 2024

RE: Authorization to Enter into an Agreement with Re4orm Architecture for Architectural and Engineering Services Regarding the Design and Construction of the Proposed Aquatic Center

Attached is a memorandum from Christopher H. Gardner, County Attorney, requesting authorization to enter into an agreement with Re4orm Architecture for architectural and engineering services regarding the design and construction of a proposed aquatic center in downtown Schenectady. As Mr. Gardner indicates, the contractor's cost of services is capped at \$3,750,000 or 7.5% of the cost of work budget of \$50,000,000.

I recommend your approval.

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE AND WORK PRODUCT
NOT FOR PUBLIC RELEASE

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

To: Rory Fluman, County Manager

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

CC: Gary Hughes, Chair, Legislature
Geoffrey Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Marylou Riddle, Confidential Secretary to the County Manager
Dr. Steady Moono, President, SUNY Schenectady
Patrick Ryan, Executive Vice President Admin & Finance, SUNY Schenectady
Jaelyn Falotico, Commissioner of Finance
Ray Gillen, Chairman, Metroplex

Date: September 9, 2024

Re: Proposed Contract for Architectural and Engineering Services between the County of Schenectady and Re4orm Architecture for the Design and Construction of an Aquatic Center

I have attached a copy of a proposed agreement between the County of Schenectady and Re4orm Architecture for the provision of Architectural and Engineering Services for the design and construction of an Aquatic Center on behalf of SUNY Schenectady.

BACKGROUND

On May 14, 2024, the County Legislature approved "*A Preliminary Agreement Between the County of Schenectady, SUNY Schenectady and the Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land Owned by the County of Schenectady In Trust for SUNY Schenectady*". In that agreement, which is being amended this evening, the County committed to design and build an aquatic center adjacent to SUNY Schenectady. As a result of this agreement, the next step is to proceed with a contract for architectural and engineering services.

EXPLANATION OF THE AGREEMENT

The proposed agreement provides for the provision of architectural services as well as the usual and customary structural, mechanical and engineering services:

Architect:	Re4orm Architecture
Civil Engineer:	Fast & Epp
Mechanical Engineer:	Engineered Solutions
Electrical Engineer:	Engineered Solutions
Pool Consultant:	To Be Determined

Geotechnical engineering is not covered by this agreement and will be the responsibility of the County.

THE ARCHITECTURAL FIRM

Re4orm Architecture was formed in 1976. Its current President, JT Pollard, joined Re4orm in 1996, and assumed ownership and oversees all design and administration. Re4orm has designed many of the most notable projects in the region, including Mohawk Harbor, Center City, Mill Artisan District and Franklin Plaza.

THE PROPOSED AGREEMENT

The proposed agreement covers:

- §3.2 Schematic Design Phase Services
- §3.3 Design Development Phase Services
- §3.4 Construction Documents Phase Services
- §3.5 Procurement Phase Services
- §3.5.2 Competitive Bidding
- §3.6.6 Project Completion

The Cost of Services is 7.5% of the Owner's budget for cost of work (§11.6) and the fee is capped at 7.5% of \$50,000,000.00 or \$3,750,000.00.

RECOMMENDATION

I recommend that this agreement be forwarded to the County Legislature for its consideration at its meeting on Tuesday, September 10, 2024.

 **AIA® Document B101® – 2017**

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Schenectady attn: Rory Fluman – County Manger
620 State Street
Schenectady NY, 12305

and the Architect:
(Name, legal status, address and other information)

James T. Pollard Architect , PC DBA: Re4orm Architecture
323 Clinton Street
Schenectady NY, 12305

for the following Project:
(Name, location and detailed description)

Aquatic Center
Eire Boulevard
Schenectady NY, 12305

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Aquatic Center to be located at the 100 block (north) of Erie boulevard. See attached proposal and conceptual drawings

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

+/- 125,000 sf and single story parking structure. See attached proposal and conceptual drawings

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:02:50 ET on 09/05/2024 under Order No.2114565114 which expires on 09/05/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(843867258)

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rory Fluman
County of Schenectady
620 State Street
Schenectady NY 12305
518-388-4355

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

BY OWNER

Init.

.2 Civil Engineer:

Labella, PC attn: Mike Carr
4 British American Blvd.
Latham NY 12110
518-439-8235

.3 :

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James T. Pollard - RA
323 Clinton Street
Schenectady, NY 12305
518-312-0139

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.) the Architect reserves the right to substitute consultants.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Labella, PC attn: Mike Carr
4 British American Blvd.
Latham NY 12110
518-439-8235

.2 Structural Engineer:

Fast + Epp Tobias Fast
323 Dean Street, Suite #3
New York, New York 11217
(347) 435-2377

3 Mechanical Engineer:

Engineered Solutions attn: Scott Swenson, PE
646 Plank Road, #104
Clifton Park NY 12065
518-280-2410

init.

.4 Electrical Engineer

Engineered Solutions attn: Scott Swenson, PE
646 Plank Road, #104
Clifton Park NY 12065
518-280-2410

5. Pool Consultant - TBD

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

Init.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000) each accident, one hundred thousand (\$ 100,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Init.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

Init.

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such

Init.

requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
-----------------------	--

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Applicable
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25 Fast-track design services	Not Applicable
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Applicable
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Applicable
§ 4.1.1.30 Other Supplemental Services	Not Applicable

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

Init.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

Init.

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 as necessary (n/a) visits to the site by the Architect during construction
- .3 three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

Init.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

Init.

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the

Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

To the maximum extent permitted by law, the DESIGN PROFESSIONAL's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$2,000,000 or the DESIGN PROFESSIONAL's fee. Such causes include, but are not limited to, the DESIGN PROFESSIONAL's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

Init.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

Int.

.2 Percentage Basis
(Insert percentage value)

seven and one half (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Fee will be capped 7.5% of \$50,000,000. (Fifty Million)

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: \$200/Hour
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Five	percent (	5	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

N/A

Employee or Category	Rate (\$0.00)
Principal	\$300
Licensed Architect	\$250
Draftsman	\$175

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

three % 3

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit #1: Proposal

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Conceptual drawings

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Rory Fluman Schenectady County Manager
(Printed name and title)

ARCHITECT (Signature)

James T. Pollard RA President
(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:02:50 ET on 09/06/2024.

PAGE 1

County of Schenectady attn: Rory Fluman – County Manager
620 State Street
Schenectady NY, 12305

...

James T. Pollard Architect, PC DBA: Re4orm Architecture
323 Clinton Street
Schenectady NY, 12305

...

Aquatic Center
Erie Boulevard
Schenectady NY, 12305

PAGE 2

Aquatic Center to be located at the 100 block (north) of Erie boulevard. See attached proposal and conceptual drawings

...

+/- 125,000 sf and single story parking structure. See attached proposal and conceptual drawings

...

TBD
PAGE 3

TBD

...

TBD

...

TBD

...

TBD

...

Competitive Bid

...

N/A

...

Rory Fluman
County of Schenectady
620 State Street
Schenectady NY 12305
518-388-4355

...

PAGE 4 BY OWNER

Labella, PC attn: Mike Carr
4 British American Blvd.
Latham NY 12110
518-439-8235

...

.3 Other, if any:

...

James T. Pollard - RA
323 Clinton Street
Schenectady, NY 12305
518-312-0139

...

(List name, legal status, address, and other contact information.) ~~information.~~ information. the Architect reserves the right to substitute consultants.

...

.1 Civil Engineer:

Labella, PC attn: Mike Carr
4 British American Blvd.
Latham NY 12110
518-439-8235

.2 Structural Engineer:

Fast + Epp Tobias Fast

323 Dean Street, Suite #3
New York, New York 11217
(347) 435-2377

...

~~2~~ — 3 Mechanical Engineer:

Engineered Solutions attn: Scott Swenson, PE
646 Plank Road #104
Clifton Park NY 12065
518-280-2410

PAGE 5

~~3~~ — Electrical Engineer: 4 Electrical Engineer

Engineered Solutions attn: Scott Swenson, PE
646 Plank Road, #104
Clifton Park NY 12065
518-280-2410

...

5 Pool Consultant - TBD

...

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit to establish the protocols for the development, use, transmission, and exchange of digital data.~~

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model ~~and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form,~~ shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000) each accident, one hundred thousand (\$ 100,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000) per claim and two million (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

PAGE 12

§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	Architect
§ 4.1.1.3	Measured drawings	Architect
§ 4.1.1.4	Existing facilities surveys	Not Applicable
§ 4.1.1.5	Site evaluation and planning	Architect
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Owner
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Owner
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Architect
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Owner
§ 4.1.1.19	Tenant-related services	Owner
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Owner
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Applicable
§ 4.1.1.25	Fast-track design services	Not Applicable
§ 4.1.1.26	Multiple bid packages	Architect
§ 4.1.1.27	Historic preservation	Not Applicable
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29	Other services provided by specialty Consultants	Not Applicable
§ 4.1.1.30	Other Supplemental Services	Not Applicable

...

N/A

PAGE 13

N/A
PAGE 14

- .1 three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 as necessary (n/a) visits to the site by the Architect during construction
- .3 three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 three (3) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

To the maximum extent permitted by law, the DESIGN PROFESSIONAL's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$2,000,000 or the DESIGN PROFESSIONAL's fee. Such causes include, but are not limited to, the DESIGN PROFESSIONAL's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

-

PAGE 18

Arbitration pursuant to Section 8.3 of this Agreement
PAGE 19

N/A

....

N/A
PAGE 20

N/A
PAGE 21

seven and one half (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. Fee will be capped 7.5% of \$50,000,000. (Fifty Million)

...

N/A

...

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: \$200/Hour

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Five</u>	percent (	<u>5</u>	%)

PAGE 22

N/A

...

<u>Principal</u>	<u>\$300</u>
<u>Licensed Architect</u>	<u>\$250</u>
<u>Draftsman</u>	<u>\$175</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1 %) of the expenses incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 23

three % 3

...

~~.2 - Building Information Modeling Exhibit, if completed:~~

...

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

...

[X] Other Exhibits incorporated into this Agreement:

...

Exhibit #1: Proposal

...

Conceptual drawings

...

Rory Fluman Schenectady County Manager

James T. Pollard RA President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:02:50 ET on 09/06/2024 under Order No. 2114565114 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)