

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS**

**PURSUANT TO RES. NO. 146 FOR 2020, ADOPTED MAY 11, 2020
(ORIG. AGREEMENT: RES. NO. 231 FOR 2019, ADOPTED JUNE 10, 2019)**

THIS AMENDMENT TO AGREEMENT is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation, duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and Atlantic Pavement Marking, Inc., a Connecticut corporation registered to do business in New York State, with its principal place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WHEREAS, the County has an Agreement with the Contractor for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said Agreement having been authorized by the Albany County Legislature via Resolution No. 231 for 2019 adopted on June 10, 2019 (hereinafter called the "Agreement") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Agreement at "ARTICLE 4. TERM OF CONTRACT: LIQUIDATED DAMAGES" provides for a Term commencing July 1, 2019 and continuing through June 30, 2020, plus, an extension upon mutual agreement by the County and the Contractor, for up to two (2) consecutive one-year terms; and

WHEREAS, the County and the Contractor have agreed to extend the Agreement for a consecutive one-year term; and

WHEREAS, by Resolution No. 146 for 2020, adopted May 11, 2020, the Albany County Legislature has authorized the County Executive to enter into an amendment to agreement for a one-year extension with the Contractor; and

WHEREAS, the Amendment to Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY CONVENANT AND AGREE AS FOLLOWS:

1. That "ARTICLE 5. FEES; PAYMENT SCHEDULE" shall be amended to read as follows:

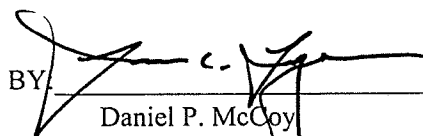
The term of this Agreement shall commence on July 1, 2020 and will continue in effect through June 30, 2021. This Agreement may be extended upon mutual agreement by the County and the Contractor, for up to one (1) consecutive one-year term.

2. That all other Articles, terms, conditions and provisions of the Agreement shall remain in full force and effect, including, but not limited to, compensation to the Contractor in an Amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00) annually, as full compensation for all work performed per year under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement in the day and year opposite of their names.


COUNTY OF ALBANY

DATED: 6/4/2020

BY: 
Daniel P. McCoy
County Executive
or
Daniel C. Lynch
Deputy County Executive

ATLANTIC PAVEMENT MARKING,
INC.

DATED: 5/28/20

BY: 
Name: Richard J. Howard
Title: President

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 4th day of June, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Jeffery V. Jamison, Esq.
NOTARY PUBLIC, STATE OF NEW YORK
Albany County
02JA6140367
Expires 12/2021

STATE OF CT)
COUNTY OF Prospect) SS.: Prospect

On the ____ day of _____, 2020, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Deborah Towers

DEBORAH TOWERS
Notary Public
Connecticut
My Comm. Expires July 31, 2023