

AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND ADIRONDACK COMBUSTION TECHNOLOGIES FOR
BOILER MAINTENANCE

Contract No. 6467 of 2021

This is an Agreement by and between the County of Albany, a municipal corporation, acting by and through its County Executive, on behalf of the Department of Recreation, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter referred to as the "County") and Adirondack Combustion Technologies, with an address of P. O Box 278, 4488 Duanesburg Road, Duanesburg, New York, 12056 (hereinafter referred to as the "Contractor"). The County and Contractor each may hereinafter be referred to individually as a "[P]arty" and together as the "[p]arties."

WITNESSETH:

WHEREAS, the County has issued a request for bids for boiler maintenance at the Shaker Place Rehabilitation and Nursing Center, said request having been denominated RFB # 2021—066, and having been issued by the Albany County Purchasing Division (hereinafter the "Purchasing Division") on April 26, 2021, and published on May 6, 2021 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid on May 20, 2021 to provide the aforesaid services (hereinafter referred to as the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid services as the lowest responsive bidder; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated Agreement with respect thereto;

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

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated in its entirety by reference and made a part hereof, and the Bid, which is incorporated herein by reference and made a part hereof (collectively referred to as the "Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and

to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB, and 3) the Bid.

ARTICLE II. SCOPE OF SERVICES

The Contractor shall provide annual boiler maintenance a per the Maintenance Schedule for six (6) Patterson Kelly Sonic Boilers, Model SC400 at the Shaker Place Rehabilitation and Nursing Center, located at 100 Heritage Lane, Albany New York 12211. These services are more particularized in the attached Schedule A.

ARTICLE III. AVAILABLE DATA

All technical or other data relative to the work in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE IV. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the representatives, agents and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE V. FEES

- 5.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ~~TWENTY SEVEN THOUSAND, TWO HUNDRED AND THIRTY-FIVE AND 00/100~~ (\$27,235.00) (US currency) as full compensation for all services rendered under this Agreement.
- 5.2 The prices set forth in the Bid shall remain fixed for the entire term of this Agreement.
- 5.3 The parties agree that the dollar amount identified in Paragraph 5.1 of this Agreement includes all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE VI. PAYMENT

Payment shall be made to the Contractor by the County as agreed by the parties upon the submission of a properly executed Albany County Claim Form, plus all supporting documentation to the Shaker Place Rehabilitation and Nursing Center, and acceptance by the County of the claim form.

ARTICLE VII. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE VIII. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the New York General Municipal Law that Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of Contractor's right, title or interest therein without the previous consent in writing of the County.

ARTICLE IX. TERM OF AGREEMENT

The term of this Agreement shall commence on July 7, 2021 and shall continue until July 31, 2026.

ARTICLE X. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement and shall comply with all applicable laws, rules and regulations.

ARTICLE XI. NON-DISCRIMINATION CLAUSE

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XII. RELATIONSHIP

The Contractor is, and will function as, an independent Contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose, and the employees and representatives of the Contractor shall not in any manner be, or held out to be, agents or employees of the County.

ARTICLE XIII. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, losses and expenses (including, without limitation, reasonable

attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

- 14.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule B attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 14.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 14.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule B of this Agreement.

ARTICLE XV. MACBRIDE PRINCIPLES

The Contractor hereby represents that said Contractor is in compliance with the MacBride Principles of Fair Employment as set forth in County Local Law No. 3 for 1993, in that said Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE XVI. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of New York.

ARTICLE XVII. NON-APPROPRIATION

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment, the County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVIII. CHANGE IN LEGAL STATUS OR DISSOLUTION

Contractor shall give the County thirty (30) days prior written notice of any change in legal status or dissolution of Contractor during the term of this Agreement.

ARTICLE XIX. REMEDY FOR BREACH

In the event of a breach by Contract, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the contract work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE XX. MODIFICATION

This Agreement may only be modified by a written amendment executed by the Parties.

ARTICLE XXI. INVALID PROVISIONS

If any terms or provisions of this Agreement shall be held, by a court of competent jurisdiction, to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms and provisions.

ARTICLE XXII. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIII. PROTECTED HEALTH INFORMATION

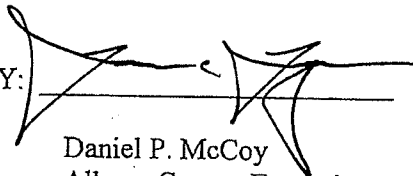
To the extent that the Contractor, by its delivery of services under the terms of this Agreement, comes into possession of Protected Health Information, as defined by the Health Insurance Portability and Accountability Act of 1996, it agrees to comply with the terms of Appendix "A" attached hereto and made a part hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

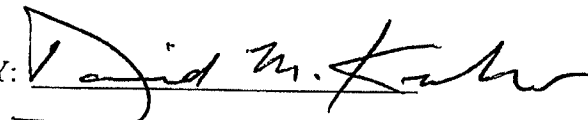
DATED: 8/18/2021

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

ADIRONDACK COMBUSTION
TECHNOLOGIES

DATED: 8/9/21

BY: 
DAVID M. KRECZKO

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, 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 18th day of August, 2021, 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

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 9 day of August, 2021, before me, the undersigned, personally appeared David J Kreczko, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

David J Hallenbeck
Notary Public

DAVID J. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HA6127459
Residing in Rensselaer County
Commission Expires 5/23/25

SCHEDULE A

Scope of Services



6.1.3 Monthly Preventative Maintenance

1. Press the "Info" button on the NURO® touchscreen to load the Information Screen and scroll down to view the flame signal measured in Volts. Typical flame signals should read between 20-50V. If the flame signal is below 10V, the UV scanner may need to be replaced.
2. Test the low water level cut-off. Refer to 3.10.2 (if applicable).
3. Test the manual reset high-temp limit. Refer to 3.10.4.
4. Test the low gas pressure switch. Refer to 3.10.5.
5. Test operating temperature controls by reducing or increasing temperature settings as necessary to check burner operation.
6. Check the combustion chamber drain piping for leaks or obstructions.

NOTICE! Installation and service must be performed by a qualified installer or service agency that has been trained on the appliance.

6.1.4 Semi-Annually

In addition to the recommended monthly service:

1. Clean burner of any accumulated dust or lint. Refer to 6.3.
2. Inspect burner for any signs of deterioration or corrosion. Replace immediately if deterioration or corrosion is evident.
3. Check the pH level of the system fluid. Verify the pH is in accordance with Appendix C – Water Quality Standards Quality Standards for Hydronic Boilers in Multi-Metal Systems
4. Inspect and clean the condensate system and check for leaks. If a condensate neutralization kit is present, open the lid and inspect the limestone rocks. If they are absent or have been significantly worn away, replace them with new limestone rocks. Use high-calcium (or pure) limestone.

6.1.5 Annually

In addition to the recommended monthly and semi-annual service:

1. Inspect and clean the inlet screen of any accumulated dust or lint.
2. Check burner and clean off any soot or foreign material that may have accumulated. Refer to 6.3. Check for corrosion of the burner and its parts. If there is evidence of deterioration or corrosion, replace immediately. Inspect combustion chamber when the burner is removed for inspection. Note any signs of deterioration. Clean as necessary.
3. Inspect and clean heat exchanger. Remove the various covers to inspect the flue gas passageways. Clean the combustion side casting pins by flushing with clean water and blowing dry with compressed air. Do not use any cleaning agents or solvents. Do not use soap. A soft nylon brush may be used in accessible areas. Be sure to inspect condensate collection pan that is the lowest part of the heat exchanger.
4. Replace the ignition electrode and gasket.
5. Drain and flush the water side of the heat exchanger as required (separate from system flush) using clean water only.
6. Take a sample of the system fluid and verify the water quality is in compliance as defined in Appendix C – Water Quality Standards Quality Standards for Hydronic Boilers in Multi-Metal Systems.



7. Inspect and clean the condensate system and check for leaks. If a condensate neutralization kit is present, open the lid and inspect the limestone rocks. If they are absent or have been significantly worn away, replace them with new limestone rocks. Use high-calcium (or pure) limestone.
8. Examine the venting system. Refer to the vent manufacturer's instructions for requirements in addition to those listed below.
 - a. Check all joints and pipe connections for tightness.
 - b. Check pipe for corrosion or deterioration. If any piping needs replacing, do so immediately.
 - c. Inspect and clean any screens in the vent terminal.
9. Qualified service personnel should thoroughly inspect the heating system and correct any problems prior to re-starting the boiler.
10. Qualified service personnel should thoroughly inspect the heating system and correct any problems prior to re-starting the boiler.
11. Perform combustion analysis and readjust as necessary according to the Combustion Setup and Adjustment combustion settings table.
Refer to 3.11.2.
It is recommended that a copy of this report is filed for future reference.
12. Perform a leak test of the gas valves in accordance with the manufacturer's instructions.

6.2 Maintenance and Inspection Schedule

This schedule applies when the boiler is in constant use. The section is divided into critical Semi-Annual and Annual Maintenance followed by scheduled routine maintenance.

6.3 Cleaning the Burner & Combustion Chamber

Patterson-Kelley recommends cleaning the burner and combustion chamber once annually:
Required Replacement Parts

NOTE
Spare parts and replacement parts can be ordered from Patterson Kelley by calling toll free (877) 728-5351. Reach us by fax at (570) 476-7247.

Boiler	Part	Part Number
SONIC SC1500 & SC2000	Burner Gasket	26-6000-0315
SONIC SC3000 & SC4000	Burner Gasket	26-6000-0041

1. Lockout/Tagout gas supply to the boiler.
2. Lockout/Tagout electrical power to the boiler.
3. Disconnect the condensate neutralization tank piping in order to install a temporary drain hose into the condensate trap/drain. Run the open end of this hose to a nearby floor drain.
4. Open the front and side doors of the boiler.
5. Protect the electrical and control components from exposure to water with towels, a nylon tarp, or plastic wrap.
6. Locate the blower and burner assembly bolted to the stainless steel heat engine. Refer to 7.4.1 and 7.4.4 for an illustration of these components.



7. Remove the nuts and bolts connecting the blower transition piece to the burner transition piece. The blower transition piece will remain supported in place.
8. Remove the nuts holding the burner transition piece to the studs on the front of the boiler.
9. Pull out the burner transition piece with the two gaskets and set aside. Discard gaskets.
10. Carefully remove the triangular burner from the boiler and clean with pressurized water (approximately 40 psig).

NOTE

Do not attempt to wash the burner while installed in the boiler. When cleaning the burner, use a mild detergent such as Simple Green to help loosen built-up debris trapped in the burner mesh.

11. Now that the burner is removed, the burner hole is open which provides access to the combustion chamber.
12. Use a pressurized water hose with control nozzle. Begin by spraying just a few seconds of water into the combustion chamber and then close off the nozzle.
13. Walk around to the rear of the boiler and ensure the wash water is draining into the temporary drain hose off the condensate drain. Adjust the temporary drain hose if needed to help drain the wash water from the boiler.
14. After inspecting the temporary drain hose, continue washing the internal combustion chamber with pressurized water for several minutes. Spray as much of the internal surface area as possible.

▲ CAUTION

Be very careful when cleaning to avoid spraying any of the electrical or control components. Water may cause a short circuit and damage circuitry.

15. Some SONIC boiler models feature two small washout ports between the upper combustion chamber and lower economizer. The plugs in these ports can be removed for additional access to the fireside surfaces. If necessary, continue washing the fireside surfaces through these two washout ports.
16. After several minutes of washing, turn off the hose and allow all the wash water to drain from the boiler.
17. Reinstall the plugs into the two washout ports (if applicable).
18. Reconnect the condensate tubing to the condensate neutralization tank.
19. Reinstall a new gasket over the boiler's threaded studs, and **CAREFULLY** insert the burner into the burner hole. Support the burner so it remains horizontal while inserting.
20. Once the burner is installed, reinstall a new gasket over the burner's flange.
21. Reinstall the burner transition piece (and lower gasket) and bolt to the burner flange.
22. Once secured to the burner flange, bolt the burner transition piece to the blower transition piece. Ensure the gasket between the burner transition piece and blower transition piece is in place.
23. Reinstall the ignition electrode assembly (if previously removed).
24. Reinstall the flame/ionization rod assembly (if previously removed).
25. Reinstall the wires/cables to the ignition electrode and flame/ionization rod.
26. Double check the tightness of all bolted joints.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Boiler Maintenance
Bid Number: 2021-066

PK Sonic boilers model# SC4000

Total Cost for Monthly Maintenance including all Parts and Labor \$ 1,380.00

Total Cost for Semi-Annual Maintenance including all Parts and Labor \$ 3,045.00

Total Cost for Annual Maintenance including all Parts and Labor \$ 4,469.00

Standard Hourly Rate for Repairs \$ 135.00

Overtime Hourly Rate for Repairs \$ 202.50

COMPANY: Adirondack Combustion Technologies

ADDRESS: PO Box 278 ,4488 Duanesburg Road

CITY, STATE, ZIP: Duanesburg, NY 12056


TEL. NO.: 518-357-4488

FAX NO.: 518-357-2698

FEDERAL TAX ID NO.: 14-1767465

REPRESENTATIVE: John . E Frank

E-MAIL: jfrank@adirondeakcombustion.com

SIGNATURE AND TITLE 
Vice President

DATE 5/17/21

SCHEDULE B
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00