

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND JERSEN CONSTRUCTION CORP., LLC
FOR GENERAL CONSTRUCTION WORK
ON THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT

PURSUANT TO RES. NO. 519 FOR 2021

(FIRST AMENDMENT: RES. NO. 395 FOR 2019, ADOPTED SEPT. 9, 2019
ORIG. AGREEMENT: RES. NO. 312 FOR 2018, ADOPTED JULY 9, 2018)

THIS SECOND AMENDMENT TO AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter, the "County") and Jersen Construction Corp., LLC, a New York limited liability company, with its principal place of business located at 6 Industry Drive, Waterford, New York 12188 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty and together as the "[p]arties").

WITNESSETH:

WHEREAS, the County has an agreement with the Contractor for general construction work related to the Albany County Nursing Home Renovation Project (hereinafter called the "NH Renovation Project" or "[P]roject"), said agreement having been approved by the Albany County Legislature via Res. No. 312 for 2018, adopted Sept 9, 2019 (hereinafter called the "Agreement"); and

WHEREAS, the County and the Contractor entered into an amendment to the Agreement providing for a decrease in compensation due to capital equipment and furnishings the Contractor no longer needed to provide, said amendment having been approved by the Albany County Legislature via Res. No. 395 for 2019, adopted September 9, 2019 (hereinafter, the "First Amendment"); and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a Second Amendment to Agreement regarding the term of the Agreement and the remaining Scope of Work the Contractor shall accomplish in order to attain final completion of the Project, said amendment having been approved via Resolution No. 519 for 2021, adopted December 21, 2021; and

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

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

1. That ARTICLE 2. SCOPE OF SERVICES shall be amended to include Paragraph 2.9, as follows:

2.9 The Contractor shall provide the Warranty Items described in the Punch List dated March 16, 2022, attached hereto as Schedule B and made a part hereof, as follows:

2.9.1 The Warranty Items shall be provided by the Contractor as set forth in the Schedule B.

2.9.2 Specifically, regarding the Warranty Item Bathroom Flooring, due to all Resident Bathroom Floors being replaced, said item shall be under warranty for one (1) year from completion, as determined by, and to the satisfaction of, the Owner, and any

defects or repairs required, as determined by the Owner, shall be provided by the Contractor, at no further cost to the Owner.

2. That ARTICLE 5. TERM OF AGREEMENT shall be amended to read as follows:

5.1 The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue in effect through final completion of the work as determined by the County.

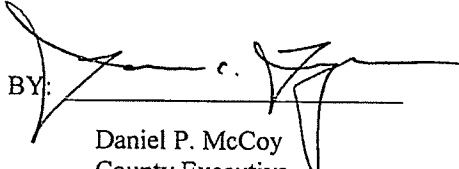
5.2 The parties anticipate the Contractor shall attain final completion on or before December 31, 2022.

3. That all other articles, paragraphs, terms, conditions and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be signed the day and year first indicated below.


COUNTY OF ALBANY

DATED: 5/3/2022

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

JERSEN CONSTRUCTION CORP., LLC

DATED: 4/29/22

BY: 
Name:
Sr Pm
Title:

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

On the ___ day of _____, 2022, 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 3rd day of May, 2022, 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

JOHN W. LIGUORI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 5012488
Qualified in Albany County
Commission Expires June 15 2023

STATE OF New York)
COUNTY OF Albany) SS.:

On the 29th day of April, 2022, before me, the undersigned, personally appeared David Mizeau 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.

LAURA RABIDEAU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RA6049080
Qualified in Schenectady County
My Commission Expires 10-10-2022



NOTARY PUBLIC

SCHEDULE B
WARRANTY ITEMS

SEE ATTACHED PROPOSAL DATED MARCH 16, 2022.

Shaker Place Rehabilitation and Nursing Center
 WARRANTY ITEMS
 16-Mar-22

Items	Due Date Delivery in April	Completed Date	Whats Happening/ Ball In Court
Replace All Resident Room bathroom floors bubbling. Water underneath			
-46 lights flickering			
-33 lights not working. Do not turn on.			Needs to be rechecked come summer*
-pendent lights in country kitchens blink			Needs to be rechecked come summer*
-walk-in cooler light flickering			Needs to be rechecked come summer*
Curtain Wall Leaking in N/S Core			DONE
-weather stripping need to be reattached on windows at the clear stories			DONE
-leaking ice machines and damaged cabinets that they sit on			DONE
-irrigation system need to be fixed. Was not winterized properly			Cabinets are on order awaiting ETA
-lobby walls need to be fixed next to vents. Need to investigate where water is coming from		10/7/2021	DONE
-valves were not insulated. Damaged ceiling tiles that would need to be replaced			BWB
-thermostat in room B-128			done
-fire alarm relays need to be looked at on rooftop units			done
-bathroom fan not working Room F120			Johnson Control/Simplex issue
-few roof leaking a few locations.			Not our issue out of Warranty
-boiler 5 & 6 not on autologic			Done
-replace exit signs that are warped and deglazing			DONE
-parking lot striping			CLOSED
-generator timer is not set to correct time			Done
-plant trees that were removed.			Done
-replace dead plants throughout the facility grounds. Around a dozen			Done
-Synlawn Turf needs to be reworked			Done
-control valves for HVAC need to be replaced.			Done
-sliding doors need to be adjust so rain and snow don't come from bottom			Done
-adjust gaps at bottom of exit doors			Done
-exterior wall lights need to be added on timer on the autologic system			Done

*Factory rep was onsite and no flickering was found on any of the previous rooms that were flickering...rep was onsite all day with SHE and owners personnel