

AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF ALBANY  
AND LABELLA ASSOCIATES, D.P.C.  
FOR PROFESSIONAL ENGINEERING DESIGN  
AND CONSTRUCTION INSPECTION SERVICES  
FOR A REMEDIATION SYSTEM FOR CONTAMINATED SOIL  
AT THE ALBANY COUNTY DEPT OF PUBLIC WORKS  
SITE IN VOORHEESVILLE, NEW YORK

CONTRACT NO. 6536 FOR 2021  
(ORIG. CONTRACT NO. 5239 FOR 2019)

This is an Amendment to Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and LaBella Associates, D.P.C., a New York professional corporation, with a principal place of business located at 300 State Street, Suite 201, Rochester, New York 14614 (hereinafter called the "Consultant," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH

WHEREAS, the County has an agreement with the Consultant for professional engineering design and construction inspection services for a remediation system for contaminated soil at the Albany County Dept. of Public Works (hereinafter, "DPW") site located in Voorheesville, New York, said agreement having been designated Contract No. 5239 for 2019 (hereinafter, the "Agreement"); and

WHEREAS, while performing the services under the Agreement, DPW and the Consultant determined that additional testing and monitoring services would be required for one to two years and the parties negotiated additional compensation for said additional services; and

WHEREAS, the Agreement at Article 2. Scope of Services, Paragraph 2.4 and at Article 24. Additional/Extra Work or Services contains a provision which allows for additional services by the Consultant and additional compensation for the Consultant to provide them as determined by the County; and

WHEREAS, the Consultant has submitted a proposal dated August 23, 2021 detailing the additional testing and monitoring services it would provide for a stated compensation amount (hereinafter called the "Additional Services Proposal"); and

WHEREAS, the County has accepted the Additional Services Proposal of the Consultant to provide the aforesaid additional testing and monitoring services; and

WHEREAS, this Amendment to Agreement sets forth the understanding reached by the

parties herein;

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

1. That the Agreement at ARTICLE 2. SCOPE OF SERVICES, Paragraph 2.1.12 shall be amended to read, as follows:

2.1.12 Regarding the construction period and construction contract administration during the remediation work period:

- a. Attend all preconstruction meetings and prepare meeting minutes;
- b. Review all shop drawings associated with proposed construction and inform the County of approvals and any discrepancies;
- c. Create and maintain inspection reports using the NYSDOT CAM/MURK system, which upon completion of the constructions work shall be turned over to the County;
- d. Maintain inspection reports for sediment and erosion control during construction activity;
- e. Prepare a monthly estimate for work completed by the Contractor;
- f. Review and prepare change orders to be submitted to the County for approval;
- g. Assist the County with all construction contract disputes that arise while the construction contract is in effect;
- h. Prepare final as-built drawings and submit one (1) paper copy along with a CD for the County's files.
- i. Perform monthly SVE Monitoring and Quarterly SVE and Groundwater Monitoring, and prepare Quaterly Reporting and provide to NYSDEC.
- j. Prepare project closeout documents to satisfy DEC remediation requirements.

2. That ARTICLE 3. COMPENSATION shall be amended to read, as follows:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED FIFTY EIGHTY FIVE AND 00/100 DOLLARS (\$150,085.00) as full compensation for services rendered under this Agreement, said dollar amount being equal to the sum of the following amounts (as further described in the Proposal at Section V, page CP-3 and the Additional Services Proposal):

Total Engineering Cost:	\$27,970.00
Construction Inspection Cost:	\$25,800.00

(six (6) weeks @ 50 hrs/wk)

Various Testing Cost: \$ 2,155.00.

Additional Monitoring and Reporting: \$94,160.00.

3.2 The hourly rates and cost proposals set forth in the Proposal and Additional Services Proposal shall remain fixed for the entire term of this Agreement and any renewals.

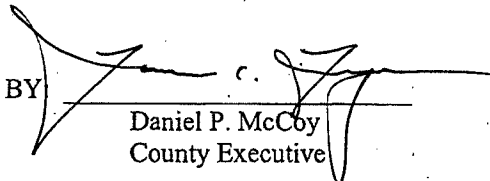
3. That all other Articles, terms, conditions and provisions of the Agreement shall remain in full force and effect, including, but not limited to, all Insurance provisions.

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

COUNTY OF ALBANY

DATED: 2/8/2022

BY:



Daniel P. McCoy  
County Executive

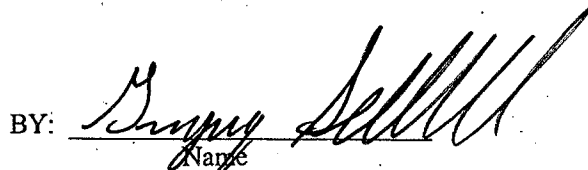
or

Daniel C. Lynch  
Deputy County Executive

LABELLA ASSOCIATES, D.P.C.

DATED: 1/28/2022

BY:



Gregory Senecal, CHMM

Senior Vice President

Title

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 8th day of February, 2022, before me, the undersigned, personally appeared Daniel C. Lynch, Esq. 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 Monroe ) SS.:

On the 28 day of January, 2022, before me, the undersigned, personally appeared Gregory Senecal, 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.

Jean M. Palermo  
Notary Public

JEAN M. PALERMO  
Notary Public, State of New York  
No. 4927151-Qualified in Monroe County  
Commission Expires April 11, 2022