

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND BERGMANN ASSOCIATES, ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECTS &
SURVEYORS, D.P.C.
FOR DEVELOPMENT OF AN ALBANY COUNTY CLIMATE RESILIENCY PLAN

RESOLUTION NO. 27 OF 2022

ORIGINAL AGREEMENT PURSUANT TO
RESOLUTION NO. 69 OF 2021

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, 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 (hereafter referred to as "County"), and Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C., a New York domestic professional corporation, with its principal office located at 280 East Broad Street, Suite 200, Rochester, New York 14604 (hereinafter, the "The Consultant") and together with the County, may be referred to herein individually as a "[P]arty," and collectively as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement with Consultant to provide a Countywide Climate Resiliency Plan, said Agreement having been entered into pursuant to Resolution No. 69 of 2021; and

WHEREAS, the County and the Consultant wish to amend the Agreement in certain respects, hereinafter set forth, to amend contract language, and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant pursuant to Resolution No. 27 of 2022, adopted February 14, 2022 regarding the aforesaid Climate Resiliency Plan and services; and

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

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

A. That the Agreement at 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 AND THRITY-SEVEN THOUSAND, NINE HUNDRED AND TEN AND 00/100 DOLLARS (\$137,910.00) as full compensation for all services rendered under this Agreement.

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

B. That the Agreement at Article 5. TERM OF AGREEMENT shall be amended to read as follows:

The term of this Agreement shall commence on the execution of this Agreement by the Parties and shall continue in effect through October 31, 2022.

C. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement (Resolution No. 69) shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

DATED: 9/8/2022

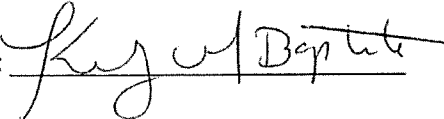
COUNTY OF ALBANY

By: 

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

DATED: May 19, 2022

BERGMANN ASSOCIATES, ARCHITECTS,
ENGINEERS, LANDSCAPE ARCHITECTS &
SURVEYORS, D.P.C.

By: 

Name: Kimberly M. Baptiste

Title: Vice President

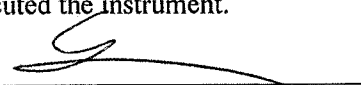
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

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 8th day of September, 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

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2021

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

On the 19 day of May, 2022, before me, the undersigned, personally appeared Kimberly Baptiste, 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.



Notary Public

DAWN J KOWALIK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KO6035252
Qualified in New York County
Commission Expires December 27, 2025