

AMENDEMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE,
LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C..
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR VARIOUS ALBANY COUNTY PROJECTS

PURSUANT TO RES. NO. 128 FOR 2019, ADOPTED APRIL 8, 2019
(ORIGINAL: RES. NO. 143 FOR 2018, ADOPTED APRIL 9, 2018)

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 called the "County" or "Owner") and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., a New York domestic professional corporation, with a principal place of business located at 50 Century Hill Drive, Latham, New York 12801 (hereinafter called the "Consultant" and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, the County has an agreement with the Consultant for professional architectural and engineering services on an as needed basis for work required in its buildings and on its properties, said agreement having been authorized by Resolution No. 143 for 2018, adopted April 9, 2018 (hereinafter called the "Agreement"); and

WHEREAS, the Agreement, at Article 24, contains an extra work/services provision, enabling the parties to contract for additional work/services for reasonable compensation, and the parties seek to amend the Agreement to provide for more compensation to be available to pay the Consultant so that the County can undertake more construction projects than originally anticipated, using the Consultant's architectural and engineering services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Amendment to Agreement with the Consultant by Resolution No. 128 for 2019, adopted April 8, 2019;

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 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 FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$550,000.00) as full compensation for services rendered under this Agreement, billed in accordance with project proposals approved by the County.


3.2 The rates and prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

2. 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 Amendment to Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 5/15/19

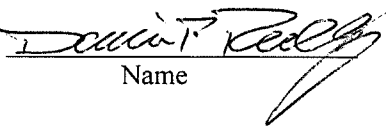
BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C..

DATED: 4/24/19

BY: 
Name
chief operating officer
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 15 day of May, 2019, before me, the undersigned, personally appeared Philip F. Calderone, 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.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023


NOTARY PUBLIC

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

On the 24th day of April, 2019, before me, the undersigned, personally appeared Daniel P. Reilly, 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 whom the individual(s) acted, executed the instrument.

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021


NOTARY PUBLIC