

FACE PAGE

STATE AGENCY (Name and Address):
NYS Department of State 99 Washington Avenue Albany, NY 12231-0001

NYS COMPTROLLER'S #:	C006667
ORIG. AGENCY CODE:	19000

CONTRACTOR (Name and Address):
City of Troy 1 Monument Square Troy, NY 12180

TYPE OF PROGRAM: Environmental Protection Fund Act

STATE SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$2,200,000.00

LOCAL SHARE FUNDING AMOUNT FOR INITIAL PERIOD \$2,000,000.00

RAL TAX IDENTIFICATION NUMBER: 14-6002472
MUNICIPALITY #

INITIAL CONTRACT PERIOD: FROM: _____ TO: _____

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT	
APPENDIX A:	Standard clauses as required by the Attorney General for all state contracts
APPENDIX A1:	Agency-specific clauses
APPENDIX B:	Budget
APPENDIX C:	Payment and Reporting Schedule
APPENDIX D:	Program Workplan
APPENDIX X:	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
Attachment 1:	Final Project Summary Report
Attachment 2:	Quarterly Contractor Report
Attachment 3:	Project Status Form

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Contract No. C006667

CONTRACTOR

City of Troy

By: _____

(Print Name)

Title: _____

Date: _____

STATE AGENCY:

New York State Department of State

By: _____

(Print Name)

Title: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ACKNOWLEDGMENT

State of New York)
County of _____)ss:

On this _____ day of _____, 2009, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

STATE OF NEW YORK AGREEMENT

The AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the Initial Contract Period of this AGREEMENT may be extended by up to two Contract Periods not to exceed twelve months each.

To modify the AGREEMENT within an existing PERIOD the parties shall revise or complete the appropriate appendix forms(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

Unless modified as provided herein, this contract shall begin on the date cited on the Initial Contract Period and end on the Expiration Date on the Face Page.

The State shall have the right to terminate this AGREEMENT early for (1) unavailability of funds; (ii) cause; or (iii) convenience. The State may invoke its right to terminate for convenience on the expiration date of the Initial Period and on each subsequent anniversary date of the AGREEMENT (except for the AGREEMENT Expiration Date), provided that the State has given written notice to the CONTRACTOR no later than 30 days or more prior to the date of termination, except with respect to a contract that gives the STATE general right to terminate at any time.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A. (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR shall cancel, prior to the effective date of any prospective termination, all outstanding obligations, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accident and/or injuries to person (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen 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 contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 New York State citizen 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 contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a

non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the

purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR**

MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does

not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will

be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the 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 Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and

workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A1
Agency-Specific Clauses

- I. This Agreement has been entered into pursuant to the following understandings:
- A. Title 11 of the Environmental Protection Fund Act provides for State assistance to municipalities for the State share of the cost of approved local waterfront revitalization projects as defined in the Act.
 - B. The Department is authorized by SFY Budget 2005 Bill S. 4270-A and A.7296-A, SFY Budget 2006 Bill S. 8470 and A. 12044 and SFY Budget 2007 Bill S2105-D and A. 4305-D to make funding available for this project.
 - C. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
 - D. State funds (Funding Amount set forth on the Face Page) for this Project (Appendix D Program Workplan) are provided pursuant to a reappropriation of funds originally made by Title 11 of the Environmental Protection Fund Act.
- II. General
- A. For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise.
 - B. The contract period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. The Initial Contract Period of this Agreement may be extended by up to two Contract Periods not to exceed twelve months each.
 - C. No liabilities are to be incurred beyond the termination date and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
 - D. The Department shall not be liable for expenses of any kind incurred in excess of the State Funds as set forth on the Face Page, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
 - E. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives described in Appendix D in accordance with: provisions of this Agreement; relevant State, federal and local laws, rules and regulations, administrative and fiscal guidelines; where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders.
 - F. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format described in Attachment 1, such forms to be provided Contractor by the Department.
 - G. The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with the timetable set forth in the Workplan (Appendix D) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.
 - H. The Department will provide Contractor with a Quarterly Contractor Report (Attachment 2) pursuant to the Department's Minority and Women-owned Business Enterprises Program. In the event Contractor

utilizes Minority and Women-owned Business Enterprises as discussed in Section XIV in Appendix A1, such report shall be provided to the Department at the address on the Quarterly Contractor Report.

- I. The Contractor shall submit two copies of a "Project Status Report" (Attachment 3) on a six month basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

III. Additional Requirements for Construction Projects

- A. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
- B. The State shall make periodic inspections of the project both during its implementation and after its completion to assure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
- C. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.
- D. It is the Contractor's responsibility, pursuant to Section 57 of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation coverage for any employees, or a waiver statement from the New York State Department of Labor. The Contractor must also obtain from any contractor or sub-contractor hired to provide a service pursuant to this Agreement, similar proof or waiver from the contractor or subcontractor, and must maintain such documentation on file for audit.

IV. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund Act."

V. License to use and reproduce documents and other works

By acceptance of this Agreement, Contractor transfers to the Department a nonexclusive license to use, reproduce in any medium, and distribute any work prepared for or in connection with the Project, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which

they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement. Such warranty shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

VI. Contractors Insurance Requirements

- A. Prior to the commencement of the Work, the Contractor shall file with the Department of State, Office of Coastal, Local Government and Community Sustainability, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such Certificate shall be of form and substance acceptable to the Department.
- B. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
- C. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
- D. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
- E. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
- F. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
- G. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
- H. Unless the Contractor self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 1. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises

operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

- a. If such insurance contains an aggregate limit, it shall apply separately to this location.
 - b. Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of Contractors Work.
2. Where the Project described in Appendix D includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 3. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 4. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 5. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of DOS held in their care, custody and/or control.
 6. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
- I. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1 million.

VII. Property

- A. Pursuant to the provisions set forth in Section V, page 3 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at any time during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.
- B. Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights -of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such Project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

VIII. Date/Time Warranty

- A. Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
- B. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
- C. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

IX. Fees [intentionally left blank]

X. Alienation [intentionally left blank]

XI. Subcontracting Requirements

- A. The Contractor may subcontract for all or any portion of the activities covered by this Agreement as provided for in Appendix D. Subcontractors shall comply with all applicable requirements of the Agreement between the Contractor and the State.

XII. Compliance with Procurement Requirements

- A. All contracts by municipalities for professional services, all contracts for construction involving not more than \$20,000, and all purchase contracts involving not more than \$10,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to any additional requirements imposed by the STATE as set forth in Appendix D hereof.
- B. The municipal attorney, chief legal officer or financial administrator of the Contractor must certify that procurement for goods and services has made according to the policies and procedures of the municipality adopted pursuant to General Municipal Law §104-b as follows:

XIII. Requirements for Contract GIS Products (2/04) [intentionally left blank]

XIV. Payment and Records Retention

- A. Payments shall be made as set forth in Appendix C.

- B. The Contractor shall maintain, at its principal place of business, detailed books and accounting records supported by original documentation relating to the incurring of all expenditures, as well as payments made pursuant to this Agreement. The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for a reasonable time following, issuance of the FINAL payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and accounting records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate fiscal books and records for all funds received through the Department pursuant to this Agreement.
- C. During the term of this Agreement and for a period of six years after its termination, the Contractor shall make all such books and records available to the Department and the Office of the State Comptroller, or their designated representatives, for inspection and audit.

XV. Equal Employment Opportunity

The Contractor hereby assures that it is, and shall be for the duration of this Agreement, in compliance with the Federal Equal Employment Opportunity Act of 1972 (Public Law 92-261), as amended.

XVI. Article 15-A of The New York State Executive Law

The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.
- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 474-5741. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us>, double click (left column) on: NY ♥ BIZ (Doing Business in New York); put the cursor over: Small and Growing Business and, from that menu, click on: Minority and Women-Owned Business. From the center column, highlighted in blue, click on the bullet: "[Search the Directory of Certified Minority- and Women-Owned Business Enterprises.](#)"

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

XVII. Notice of Public Proceedings

_____ The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

XVIII. Submission of all correspondence and documentation

- A. The Contractor agrees to provide the Department with original and two copies of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Appendix D, and payment request documentation as described in Appendix C.
- B. All information as described in A. above shall include the NYS Comptroller's # as indicated on the Face Page of this Agreement.

XIX. Environmental Review

- A. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- B. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

XX. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.
- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement

shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

XXI. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement or amendments thereto, allocates funds totaling \$50,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$50,000, it shall be deemed to be full executed when approved by the Office of the State Comptroller.

APPENDIX B**Budget Summary**

A. Salaries & Wages (including Fringe Benefits)	\$	\$0.00
B. Travel	\$	\$0.00
C. Supplies/Materials	\$	\$0.00
D. Equipment	\$	\$0.00
E. Contractual Services	\$	\$4,200,000.00
F. Other	\$	\$0.00
TOTAL PROJECT COST	\$	\$4,200,000.00
Total State Funds (52.4% of Total)	\$	\$2,200,000.00
Total Local Share (47.6% of Total)	\$	\$2,000,000.00

Appendix B (Budget Detail Sheet)

A. SALARIES & WAGES		
<u>TITLE</u>	<u>ANNUAL SALARY</u>	<u>AMOUNT CHARGED TO THIS PROJECT</u>

SUBTOTAL \$0.00

B. TRAVEL

SUBTOTAL \$0.00

C. SUPPLIES/MATERIALS

SUBTOTAL \$0.00

D. EQUIPMENT

SUBTOTAL \$0.00

E. CONTRACTUAL SERVICES
<p>Consultant services for analysis of alternative sites for the new city hall location</p> <p>Consultant services for determining site development information needed to develop Request for Qualifications for redevelopment of the City Hall site</p> <p>Consultant services for development and management of Request for Qualifications process</p> <p>Consultant services for the design and construction of expansion of Riverfront Park and parking at the City Hall site</p>

SUBTOTAL \$4,200,000.00

F. OTHER

SUBTOTAL \$0.00

APPENDIX C

Payment and Reporting Schedule

I. Payment Schedule

- A. The Department shall make interim payments for eligible costs incurred up to an amount not to exceed 90% of the State Funds Requested. The final payment will be made upon satisfactory completion of the Project.
- B. Not more frequently than once every 30 days, a properly executed payment request, on forms as prescribed by the Department documenting total project costs incurred to date, may be submitted.
 - 1. Payment provided above shall be made to the Contractor upon the submission by the Contractor of properly executed payment request. Such request shall contain the following: (1) "Summary Sheet Documentation Forms" as provided by the Department, for reimbursement of actual and eligible expenditures, (2) the required work products, and (3) a properly executed State Voucher.
 - 2. Payment requests will be reviewed in accordance with the terms and conditions of this Agreement to determine total allowable project costs incurred and the number and percentage of allowable project tasks completed to date. For the purpose of determining the level of reimbursement, otherwise allowable project costs may be reduced if the percentage of task completion is deemed insufficient.
 - 3. Total allowable project costs, adjusted pursuant to 2. above, will be prorated between State Share and Local Share costs in the same proportions as Total State Share is to Total Local Share as set forth on the Face Page.
 - 4. Interim payments will be issued in amounts equal to the State Funds calculated in 3. above.
 - 5. The final payment will be issued upon receipt and approval of a payment request marked "FINAL" documenting all project costs incurred and tasks completed and submission of the Final Project Summary Report. Such final payment request shall be submitted within 60 days following the ending date of this Agreement.

II. Reporting

- A. Payment requests as described in I.B. above shall be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor's accounting records, including, where goods or services are provided by third parties not party to this Agreement, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.
- B. Notwithstanding the above requirements, upon written notification by the Department, the Contractor may be required to submit source documentation and additional verification of allowable expenditures.

C. Payment requests shall be submitted to:

New York State Department of State
Contract Administration Unit - LWRP
99 Washington Avenue - 11th Floor
Albany, New York, 12231-0001

- D. Claimed expenditures per cost category may not exceed the amounts indicated in the Budget, Appendix B, by ten percent (10%) without approval of the Department, provided that the Total Project Cost as set forth in Appendix B, Budget Summary is not exceeded. Any expenditure in excess of such 10% or that changes the State Share or Local Share funding amount shall require an amendment to the Project Budget submitted in writing by the Contractor and approved by the Department. No expenditures shall be allowed for items not set forth in the Project Budget without written approval of the Department.

III. Other

- A. Notwithstanding the submission of timely and properly executed payment requests, the Department shall be under no obligation to make payment for expenditures incurred without the prior Department approvals and/or amendments required under this Agreement and, further, shall have the right to withhold any such payment pending the execution of such approval and/or amendment.
- B. Interest income earned on funds received pursuant to this Agreement shall be used to further the purpose of this Project or shall be deducted from total eligible cost to determine the net eligible costs to be reimbursed by the Department.
- C. The Department shall have the right to conduct on-site progress assessments and reviews of the Project and Contractor's books and records during the life of this Agreement and for a reasonable time following issuance of the FINAL payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection.
- D. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this Agreement, if found that the Contractor has misrepresented any expenditures or project activities in this Agreement, or in any progress reports or payment requests made pursuant hereto.
- E. The Contractor shall maintain separate fiscal books and records for all funds received through the Department and project activities conducted pursuant to this Agreement, and shall make all such books and records available to the Department, the Office of the State Comptroller, or their designated representatives for inspection and audit for a period of six years following termination of this Agreement.

APPENDIX D

Work Program

Contractor: City of Troy
Program Contact Person: Bill Roehr
Phone: (Office) 270-4676
E-mail : bill.roehr@troyny.gov

1. Project Description

The City of Troy (Contractor) will be vacating City Hall. Using a Restore NY grant, the contractor will demolish City Hall and the adjoining parking structure (Project Area). This will increase public access and redevelopment opportunities between downtown and the Hudson River, extending Riverfront Park south along the waterfront and east to connect with Monument Square.

The contractor will develop a public/private partnership to redevelop the Project Area to include a public park on the roof of a concealed parking garage as part of a mixed use development that will include a building(s) that will provide space that may include retail, commercial, governmental and/or residential uses. It is anticipated that the building(s) could have 90,000 square feet of space and cost approximately \$13 million to develop. The new building(s) would be complementary to its waterfront and downtown setting and compatible with the scale and character of the surrounding architecture. The sub-surface parking area would contain approximately 200 spaces and serve the needs of the privately developed mixed-use building(s), other downtown businesses and Riverfront Park. Conversion of the site to a park will provide new civic space, an additional public access point to Riverfront Park and create an area to hold performances.

A consultant will be hired to:

- identify potential alternative locations for City Hall, assess the viability of these sites and provide cost estimates for development, redevelopment or rehabilitation. A potential alternative for consideration will be a new City Hall at the present location, which will incorporate the mixed use development, new park and underground parking.
- assess options and provide guidance to the City on retaining or transferring ownership of some or all of the Project Area and the potential public/private partnerships that could be established for redevelopment of the Project Area.
- prepare site information needed to develop a Request for Qualifications for redevelopment of the private elements of the Project Area. Information will include the preparation of a strategy for the redevelopment of the site in the context of the surrounding downtown and waterfront areas, design guidelines, a conceptual site plan for the new park and mixed-use structures, and guidance describing how these facilities will link with Riverfront Park.
- develop a Request for Qualifications (RFQ) for the selection of a preferred developer for the mixed-use structure, manage the issuance of the RFQ, and assist the City in the selection of a private developer.
- assist the City in coordination and oversight of the preferred developer in the design and construction of the expansion of Riverfront Park and parking garage as part of the mixed use redevelopment of the Project Area, or, if a preferred developer is not selected, assist the City in coordination and oversight of the design and construction of the expansion of Riverfront Park and parking garage in advance of future mixed use redevelopment.

The Contractor may combine planning and design services for this project with planning and design services to be procured for the “Landscape Master Plan for the enhancement of Riverfront Park”, funded under a previous Environmental Protection Fund award (C006664). If the Contractor chooses to use a different design team on these projects then close coordination between these teams must occur.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the following acknowledgment:

This (document, report, map, etc.) was prepared for the New York State Department of State with funds provided under Title 11 of the Environmental Protection Fund.

The Contractor must submit all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product.
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract #, and project title.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Department for review and approval prior to release to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer, or financial administrator for the municipality (Contractor) shall certify to the Department that applicable public bidding procedures of General Municipal Law §103 were followed for all construction contracts involving more than \$20,000 and more than \$10,000 for purchase contracts. In the case of construction contracts involving not more than \$20,000, purchase contracts involving not more than \$10,000, and contracts for professional services, the municipal attorney, chief legal officer, or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with.

4. Project Components

SCOPING MEETING

Task 1: Initial Project Scoping Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultant services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project steering committee shall be discussed during initial project scoping. The Contractor, or a designated project partner, shall prepare and distribute to all

project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

STEERING COMMITTEE

Task 2: Steering Committee

The Contractor shall form a Steering Committee to work with the consultant and review the project requirements and assist in the completion of the project. A list of the names and addresses of the members of the committee will be forwarded to DOS.

Product: List of the members of the Steering Committee

CONSULTANT PROCUREMENT

The following tasks shall be used to select a consultant or consultants needed to advance this project.

Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The RFP shall be reviewed by the Steering Committee. The Contractor shall submit the RFP to The Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with The Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer or licensed architect/landscape architect is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the The Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by The Department.

Products: Consultant(s) selected and approved by The Department. Written certification of procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to The Department for review and approval, and shall incorporate The Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to The Department.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Scoping Meeting

In consultation with The Department, the Contractor shall hold a second project scoping meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. Topics shall include the following:

- project scope
- study area boundary
- project goal and objectives
- existing relevant information (maps, reports, etc.)
- responsibilities of the participants (City, consultant, DOS)
- time frames and deadlines
- expected products

The Contractor's consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to The Department approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

PHASE 1 - City Hall Site Relocation Study and Project Area Site Development Information

Task 7: Preparation of City Hall Relocation Study

The Contractor or its consultant(s) shall complete a thorough and comprehensive inventory of potential alternative locations for City Hall. The Contractor or its consultant(s) will assess the viability of these

sites and provide cost estimates for development, redevelopment or rehabilitation. A potential alternative will be a new City Hall at the present location, which will incorporate the proposed mixed use development, new park and underground parking. The Relocation Study shall be provided to the Steering Committee for review. The Relocation Study shall be submitted to The Department for review and approval. Changes to this study may result from public input received from Task 9.

Product: Completed City Hall Relocation Study

Task 8: Preparation of Project Area Site Reconnaissance Study

The Contractor or its consultant(s) shall conduct site-specific reconnaissance of the Project Area. Work shall include, at a minimum, identification and mapping of the following:

- Site survey showing extent of project boundary
- Ownership/grant/lease status of all lands to be incorporated into the design
- Manmade structures, buildings, or facilities on or adjacent to the site
- Above and below ground infrastructure
- Transportation/circulation systems that serve or are located near the site
- Adjacent land and water uses
- Historic and archeological resources
- Soil and, as appropriate, core sampling to determine site stability
- Topography and hydrology
- Natural resources, including location of mature trees
- View corridors
- Zoning and other applicable designations
- Analysis of site constraints, needs and opportunities

The site-specific reconnaissance study shall be provided to the Steering Committee for review. The site-specific reconnaissance study shall be submitted to The Department for review and approval. Changes to this study may result from public input received from Task 9.

Products: Map(s) and written summary describing the above information and any other appropriate information identified during project scoping.

Task 9: Public Meeting

In consultation with the Department, a public information meeting shall be conducted to solicit public input on the City Hall Relocation Study and Project Area Site Information. A written summary of public input obtained at this meeting shall be prepared and provided to the DCR for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the DCR.

Task 10: Future Land Uses Study

The Contractor or its consultant(s) shall identify and describe the most appropriate land use alternatives for the Project Area in a strategy for the redevelopment of the site in the context of the surrounding downtown and waterfront areas, based information compiled under previous tasks and from public meetings. The initial project goals and objectives outlined in this work plan will be re-evaluated to determine their appropriateness as the analysis may warrant new or revised goals and objectives. The Future Land Use Study shall include the following:

- the range of most appropriate development/land uses
- a minimum of three alternative site plan concepts/scenarios for the Project Area. Each concept/scenario shall have an accompanying analysis of how each site plan will affect the development and revitalization of Downtown Troy and the waterfront.
- guidance describing how these facilities will link with Riverfront Park
- an assessment of the economic benefits (in terms of tax revenues, jobs created, and associated economic generators) to the community and region.
- an assessment of the costs associated with the desired development
- identification of the infrastructure improvements needed to support the proposed development alternatives, such as improvements to transportation systems, infrastructure and utilities, and consideration of phasing and environmental conditions.
- an assessment of the issues affecting the Project Area including but not limited to: parking, environmental issues, community support, permitting complexity, infrastructure costs, timing, and project phasing.
- an assessment of options and guidance to the City on retaining or transferring ownership of some or all of the Project Area
- an assessment of the potential public/private partnerships that could be established for redevelopment of the Project Area.

The Future Land Uses Study shall be provided to the Steering Committee for review. The Future Land Uses Study shall be submitted to DCR for review and approval. Changes to this study may result from public input received from Task 11.

Product: Description and justification of proposed land uses. This information will be presented in graphic, tabular and narrative form in a manner that can be easily understood and will be communicated to potential developers and the public at large.

Task 11: Public Meeting

In consultation with the DCR, a public information meeting shall be conducted to solicit public input on the Future Land Uses Study. A written summary of public input obtained at this meeting shall be prepared and provided to the DCR for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the DCR.

Task 12: Comprehensive Development Plan

Based on information compiled under previous tasks, and feedback provided by the DCR, Steering Committee, and public information meeting, the Contractor or its consultant(s) shall prepare a strategy for development of the Project Area. The strategy will contain a marketable approach for achieving the development objectives. The strategy will include but not be limited to:

- Identification of development parcels and the overall building envelope for each parcel
- Design guidelines for new construction
- Infrastructure requirements that will be the responsibility of the developer
- Infrastructure requirements that will be the responsibility of the City of Troy
- Identification of all public amenities that will be the responsibility of the developer
- Identification of all public amenities that will be the responsibility of the City of Troy
- Articulation of the development schedule for the Project Area

The strategy will be revised through a series of public meetings, meetings with City officials and others until it is finalized as the Comprehensive Development Plan for the Project Area. The schedule and number of meetings will be determined at the start of the task. The Comprehensive Development Plan shall be provided to the Steering Committee for review. The Comprehensive Development Plan shall be submitted to DCR for review and approval.

Product: Final Comprehensive Development Plan for the Project Area

PHASE 2 - Request for Qualifications Process

Task 13: Developer Selection Process

The Contractor's consultant(s) will assist the Contractor in developing a selection process and selection criteria for choosing a Preferred Developer/Development Team for the Project Area. This will involve the preparation of a Request for Qualifications (RFQ) solicitation including the creation of an information packet describing the project and the issues and any other relevant information developed as part of Phase 1 above. The RFQ solicitation shall be provided to the Steering Committee for review. The RFQ solicitation shall be submitted to DCR for review and approval, prior to issuance. The Contractor's consultant will also assist the Contractor in managing the RFQ process and advising the Contractor in its selection of a Developer/Development Team.

_____ Products: Selection process and selection criteria for the Developer/Development Team. Selection of Developer/Development Team.

PHASE 3 - Design and Construction of New Public Park and Underground Parking Facility

Phase 3 design and construction will be undertaken by the Contractor, its consultant(s) and preferred developer. The Contractor's consultant(s) will assist the Contractor in coordination and oversight of the preferred developer in the design and construction of the expansion of Riverfront Park and parking garage as part of the mixed use redevelopment of the Project Area. If a preferred developer is not selected, the preferred developer will be removed from the following tasks and the Contractor's consultant(s) will assist the Contractor in coordination and oversight of the design and construction of the expansion of Riverfront Park and parking garage in advance of future mixed use redevelopment.

Task 14: Project Scoping Meeting

The Contractor, DCR, its consultant(s), preferred developer, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring construction services for the project, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for this phase of the project, and any other information which would assist in project completion. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to DCR approval of the proposed approach as outlined in the meeting summary.

Products: Scoping meeting with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 15: Schematic Designs

The Contractor or its consultant(s) and preferred developer shall prepare alternative schematic designs of the facility or facilities, considering and including a summary of the following:

- Best management practices to be employed to avoid or reduce water quality impairments from upland runoff or in-water activities, and
- Impacts, if any, to State designated Significant Coastal Fish and Wildlife Habitat areas, Scenic Areas of Statewide Significance, other Coastal Management Program special management areas, or other sensitive resources, and how those impacts should be avoided or mitigated.

Unless otherwise specified during project scoping, the Contractor or its consultant(s) and preferred developer shall prepare a minimum of three alternative schematic designs for review by the Steering Committee and DCR.

In consultation with the DCR and the Steering Committee, the Contractor shall select one of the alternative schematic designs as the basis for final design and engineering/construction plans and specifications, or shall work with the Contractor's consultant(s) to develop a final schematic design incorporating elements of or building upon the alternative schematic designs. Final design and engineering/construction plans and specifications shall be prepared based on the selected schematic design.

Products: Alternative schematic designs. Schematic design alternative selected.

Task 20: Public Meeting

In consultation with the DCR, a public information meeting shall be conducted to solicit public input on the schematic designs to assist in selecting a preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided to the DCR for review and comment.

Products: Public information meeting held. Minutes/Summary of meeting prepared and submitted to the DCR.

Task 16: Construction Requirement Analysis

The Contractor or its consultant(s) and preferred developer shall prepare an analysis of all federal, state and local requirements for the selected schematic design alternative, including necessary permits and approvals, and a description of how these requirements will be satisfied by the design. This analysis shall be submitted to appropriate project partners and the DCR for review. A pre-permitting meeting with DCR and the identified federal, state and local entities may be required to discuss any revisions needed to satisfy regulatory requirements. Work on final design shall not proceed prior to DCR approval of the construction requirement analysis and the pre-permitting meeting, if necessary.

Products: Written construction requirement analysis. Pre-permitting meeting with identified entities.

Task 17: Environmental Quality Review

The Contractor or its consultant(s) and preferred developer shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of

significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 18: Draft Final Design

The Contractor or its consultant(s) and preferred developer shall prepare a draft final design based on the selected schematic design alternative. The draft final design shall include all required maps, tables, data, written discussions, and other information identified in the contract and subcontract work plans and during project scoping. The draft final design shall be provided to the DCR and the Steering Committee for review at least two weeks prior to the due date for comments. DCR comments must be addressed to the satisfaction of the DCR in subsequent revisions of the products and the final design.

Products: Draft final design and supporting materials.

Task 19: Final Design and Construction Documents

Based on feedback provided by the DCR and Steering Committee, the Contractor or its consultant(s) and preferred developer shall prepare the final design and construction drawings, plans, specifications, and cost estimates. The final design and construction documents shall be provided to the DCR and the Steering Committee for review at least two weeks prior to the due date for comments. Final design and construction documents are subject to approval by the DCR. These documents must be certified by an engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 20: Permits

After the final design and construction documents have been approved by the DCR, the Contractor or its consultant(s) and preferred developer shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the DCR and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the DCR for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the DCR, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and

- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction, the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to DCR upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 21: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the DCR, the Contractor or its consultant(s) and preferred developer shall, as appropriate, prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) and preferred developer shall submit the bid invitation to the DCR for review and comment.

The Contractor or its consultant(s) and preferred developer shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to The Department for review and approval, and shall incorporate The Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to The Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 22: Construction

After receipt of all necessary permits, the Contractor and/or the preferred developer or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify The Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work plans or during project scoping. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 23: Site Inspections

The Contractor, its consultant(s) and preferred developer, and/or the The Department shall verify progress and completion of the work through periodic site inspections and photo documentation. The Contractor or its consultant(s) and preferred developer shall submit to The Department written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress with photo-documentation and identification of any problems that need to be addressed.

Task 24: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) and preferred developer shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project scoping, the Contractor or its consultant(s) and preferred developer shall submit three sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to The Department, including a copy of the completion statement and a copy of the certified as-built plans, and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to The Department, until The Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

PROJECT REPORTING

Task 25: Semi-annual Reporting

The Contractor or its consultant(s) shall submit to the Department semi-annual reports (every six months) on the form provided, including a description of the work accomplished, any problems encountered, and any assistance needed. The report may be submitted as part of a payment request.

Products: Semi-annual reports during the life of the contract.

Task 26: Measurable Results

The Contractor or its consultant(s) shall work with the Department project manager to complete the Measurable Results Form. Final payment shall not be authorized until the Measurable Results Form has been completed and filed with project deliverables.

Products: Completed Measurable Results Form.

4. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with The Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Office logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Office to the project.
- will ensure that all products prepared as a part of this agreement shall include the NYS Comptroller's Contract # as indicated on the Face Page of this Agreement.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by The Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Office of Coastal, Local Government and Community Sustainability:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project scoping and attend meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve any and all design, site plan, and preconstruction documents before construction may begin.

APPENDIX X

Agency Code: 19000
Contract Period: _____

Contract No.: C006667
Funding for Period: \$2,200,000.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office at 99 Washington Avenue, Albany, New York, 12231 (hereinafter referred to as the STATE), and City of Troy (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C006667, as amended above and in attached Appendice(s) _____.

Terms and conditions of this amendment are subject to continued availability of funds for this contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

State of New York)
County of _____)ss:

On this _____ day of _____, 2008, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of resident is in a city, include the street and street number, if any, thereof); that he/she/they is(are) the _____ (title of officer or employee) of the _____ (name of municipal corporation), described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the governing body of said municipal corporation.

NOTARY PUBLIC

Approved:

Thomas P. DiNapoli
State Comptroller

By: _____
Date: _____

FINAL PROJECT SUMMARY REPORT

Final payment of the grant is dependent upon the satisfactory completion and acceptance by the Department of State, *Office of Coastal, Local Government and Community Sustainability* of this FINAL PROJECT SUMMARY REPORT along with the requisite documentation. In addition to the other requirements of the contract, the grant recipient is responsible to relay the importance, the significance and the value of the completed project to the community, the region and the state through the completion of the report.

The following outline should be used to complete the FINAL PROJECT SUMMARY REPORT:

1. Project Title: _____
2. Name of Municipality: _____
3. Actual Project Costs: _____
 - a. State funds expended (identify source, eg. EPF, Clean Water/ Clean Air Bond Act, etc.): _____
 - b. Local funds expended: _____
 - c. Other funds expended: _____
4. Project Manager: Name: _____
 Title: _____
 Mailing address: _____
 Tel. number: _____
 Fax number: _____
 E-mail address: _____
5. Federal Tax Identification Number: _____
6. Project Background (briefly explain in a short paragraph why this project was necessary, what its value is and/or its importance to the community):
7. Project Work (briefly describe the work that was done to complete the project):
8. Project Descriptions (use the following guidelines to describe the project and please be concise in the description):
 - a. For a Planning Project describe the findings or recommended strategies.
 - b. For a Design Project describe what is to be built.
 - c. For a Construction Project describe what was built.
9. Project Documentation: The Department of State, *Office of Coastal, Local Government and Community Sustainability* requires a visual documentation of the Environmental Protection Fund projects. Project products should be visually documented using a 35mm camera or a digital camera. The 35mm color slides and/or digital camera disc should be labeled and dated when submitted along with the completed FINAL PROJECT SUMMARY REPORT.

Visuals should illustrate the final project product and, as appropriate, activities undertaken to complete the project. For example, some projects would call for visuals that include photographs of volunteers participating in a wetland restoration project (planting Spartina); photographs of historical signs markers, kiosks, etc. being placed; or photographs of an artist's rendering of a waterfront design.

Design, planning, and construction projects call for different visual documentation. Therefore, the following guidelines are suggested:

- ☐ For design projects, visuals of renderings and/or graphics that depict the final product.
- ☐ For planning projects, visuals of any graphics, where appropriate, that illustrate the final product.
- ☐ For construction projects, visuals of work in progress and the finished project.

In addition to the 35mm color slides/digital camera disc, a video (vhs format) of the project with a verbal description is desirable but not mandatory. The video may be used in a future documentary.

Minority and Women-owned Business Enterprises (MWBE) Program Quarterly Contractor Report

INSTRUCTIONS:
 1. Please prepare reports based on calendar quarters, or prepare one annual report.
 2. Use a separate Report sheet for each contract or program area
 3. Record the amount paid for each service/product for the time period identified below.
 4. Send completed reports to the Minority and Women-owned Business Enterprises Program at the above address.

REPORT PERIOD
 Report should cover a calendar quarter OR the program year. FROM: TO:
 Enter the inclusive dates of the quarter or for the program year. ↗ ↗ ↗

<i>CONTRACTOR NAME</i>	<i>PROGRAM</i>	<i>DOS CONTRACT NUMBER</i>
<i>CONTRACTOR ADDRESS</i>		<i>Service Area of Contract Work</i>
<i>NAME and TITLE of CONTACT PERSON (Please Print)</i>		() <i>TELEPHONE NUMBER</i>

VENDOR NAME and ADDRESS	TYPE of VENDOR	DESCRIPTION of SERVICE/PRODUCT	AMOUNT PAID THIS PERIOD	COMMENTS
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE		\$	
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
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	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE			

Project Status Form

RECIPIENT _____

CONTRACT # _____

PROJECT TITLE _____

STATUS REPORT DATE: _____

- Please list all tasks from Appendix D of the Agreement and indicate the status of each. Attach additional pages if necessary.
- ▶ **Task # and Task Description** should agree with the tasks listed in the work plan of the Agreement.
 - ▶ **A/T** should indicate if **Date of Completion** is the Actual completion date or the current Target Date for completion of the task.
 - ▶ **Percent of Completion** is the percentage that the task is complete as of the **Status Report Date** listed above.
 - ▶ **Task Accomplishments** should list specific accomplishments for each task.
 - ▶ **Product Submitted?** should be "Yes" if product has been submitted to DOS (or is being submitted with this report) or "No" if product has not yet been submitted.

NOTE: A task cannot be considered 100% complete until the required product has been submitted to and approved by DOS.

<u>Task #</u>	<u>Brief Task Description</u>	<u>A/T</u>	<u>Date of Completion</u>	<u>Percent of Completion</u>	<u>Task Accomplishments</u>	<u>Product Submitted to DOS?</u>
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ADJUSTMENTS - Please indicate proposed adjustment(s) to work program/schedule, reason(s) for the proposed adjustment(s), and any other problems encountered during this reporting period:

 Name of contact person: _____

Affiliation: _____ Email Address: _____

Phone: _____ Fax: _____