### **Resolution No. 217** May 16, 2017

Authorizing The Chairman Of The Ulster County Legislature to Execute An Amendment to Contract C09-00722, With The New York City Department of Environmental Protection, To Allow DPW to Continue Winter Maintenance Around The Ashokan Reservoir Through June 29, 2016, In Exchange For Reimbursement Of Costs By New York City Department Of Environmental Protection

Referred to: The Public Works and Capital Projects Committee (Chairman Fabiano and Legislators Greene, Litts, Loughran, and Maloney), The Energy and Environment Committee (Chairman R. Parete and Legislators Bartels, Heppner, Lapp, and Wawro), and The Ways and Means Committee (Chairman Gerentine and Legislators Allen, Bartels, Belfiglio, Briggs, Maio, and Maloney)

Chairman of the Public Works and Capital Projects Committee, Dean J. Fabiano, and Deputy Chairman Peter M. Loughran offer the following:

WHEREAS, this resolution has been submitted by the County Executive on behalf of the Department of Public Works; and

WHEREAS, Resolution No. 26, of February 11, 2009 approved the execution of an agreement (County Contract C09-00722, the "Contract") with the New York City Department of Environmental Protection (the "City"), providing that the City would compensate the County for providing winter maintenance (plowing, salting, sanding, etc.) of the City's roads around the Ashokan Reservoir; and

WHEREAS, the Contract expired on June 30, 2015, but was extended through March 31, 2016 by Amendment No. 1 to the contract, said Amendment having been authorized by Resolution No. 75, dated January 26, 2016; and

WHEREAS, the County is in receipt of another letter Change Order (No. 2) from the City, dated March 6, 2017, which extends the Contract through June 29, 2016, so that the County is able to invoice the City for work performed in April of 2016; and

WHEREAS, the not-to-exceed amount of billing allowed under the Contract was \$1,690,000.00, and there is ample funding left in the Contract to cover the extension period; and

WHEREAS, the Ulster County Department of Public Works provided the equipment and manpower necessary to fulfill its obligations under the Contract; now, therefore, be it

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RESOLVED, that the Chairman of the Ulster County Legislature is hereby authorized to execute Change No. 2 to Contract C09-00722, extending the end date of the Contract with NYC DEP, with no change to the overall Contract amount,

and move its adoption.

	ADOPTED B	Y THE FOLLOWING VO	TE:	
	AYES:	NOES:		
Passed Committee: Public Works and Capital Projects on May 3, 2017				
Passed Committee: Energy and Environment on				
Passed Committee: Ways and M	Means on	·		
FINANCIAL IMPACT: \$125.000.00 – 2017 BUDGETI	ED REVENUE			



## County of Ulster Contract Review and Summary Sheet

46.419.8	Contract Revi		iai y Siicci	Revised 12/23/08	
OF NEW TO	Contract Start Date:   Contract End Date:	Department/Div	ision Name: De # SNOW REYGOUN 5	partment #/Division #: 142   5   142	
Dept. Contact Info.	Dept. Contact Info./Address, Phone, etc. (Person with actual knowledge about this contract):  Contract #:				
		_		09-00722	
Vendor/Consultant	Agency/Contractor:	Vendor Code:	Auto Renew Date:	Requisition #	
	formation (Address, Ph, etc.): AHAINIC	halass Camaan	RFP/Bid/Quote#	Purchase Order#	
		595			
*Funding Source:			CFDA # (required for Feder	al funding)	
	County \$ Other \$		Appropriation/Revenue #	's: S Amount	
Total Contract Am	ount: \$ 1, 690, 000 - 00		D3-5142-2	302 \$ 1,690,000-	
Current Calendar Y	Year Contract Amount: \$			<u> </u>	
	on: Year round maintenance Re	•		\$	
and Sanding a	of Certain Rds. around NYC Re	servoirs.		\$	
	J 8260 20101410818		Total (must equal contra	ct total) \$ <u>1,690,∞0</u>	
BASIS FOR AWARD: (Must check one):  1. Sealed Competitive Bids: (Public Works >\$20,000 or Purchases >\$10,000) □  2. Exemption from Sealed Competitive Bids:  (a) Prof. Services: therapists/counselors/psychiatrists, M.D., R.N., hairdressers, attorneys (Negotiated)  (b) Other Professional Services >\$40,000 (Formal RFP)  (c) Other Professional Services ≤ \$40,000 (Discretion of Director of Purchasing)  (d) Prof. Services: Software/maintenance on computers, licensing of software systems (Negotiated)  (e) Purchases ≤ \$10,000 or Public Works ≤ \$20,000 (Discretion of Director of Purchasing)  (f) Emergency (Must attach County Executive approval)  (g) Sole Source (Must attach written justification & Co. Attorney approval)  (h) Other (Must attach County Attorney approval)  (i) State OGS Contract or Other County Contract (piggyback) #					
3. Awarded to Other than Lowest Bidder: \( \text{Y} \) \( \text{N} \) \( \text{N} \) Reason: \( \text{U.C.} \) \( \text{PUXCHECKED} \) \( \text{(As assigned by Contract Management)} \)					
Self-Insurance: Insurance is:	Approved Inot Necessary	Insurance Expirat Date:	tion		
For Resolutions: I hereby request the attached Contract (Agreement) be executed and delivered pursuant to the authority					
granted by Resolution # 26 dated Figh 36, 2009.					
Contract Management Use Only - Abstract Number:					
Date In: 12-4-09 Contract Management (Draft) Signature: Live Date: 12-4-19					
Date In: 1-13-10. Department Head (Content) Signature: Date: 1-13-10					
Date In: 10/10/11 Comptroller (Financial Review) Signature: 1000 Date: 6/23/10					
Date In: (12111) Contract Management (Form) Signature: 1 10 1 Date: 6/22/10					
Date In: 10 Alin Insurance (Risk) Signature: John Date: 24/10				Date: 24/10	
Date In: Purchasing (Final) <u>OR</u> Signature: Date:					
Date In: <u>Ob - 30 - 10</u>	Chairman of the Legislature (Final) Signature	gnature: <u>Jewerne</u>	le 11. Dadiola	_Date: <u>D/o-30-10</u>	

<sup>\*</sup> If Contract is funded by any Federal/State dollars or is charged to a Capital Funding Account ("H" account), include ONE additional copy of the Contract for the Commissioner of Finance.

\*\* If Contract is associated with Grant money of any kind, include ONE additional copy of the Contract for the Executive's Office.

PURCHASING



David Sheeley

**Ulster County Dept. of Public Works** 

317 Shamrock Lane

Kingston, NY 12491

Caswell F. Holloway Commissioner

Carol E. Fenves Agency Chief Contracting Officer cfenves@dep.nyc.gov

59-17 Junction Boulevard Flushing, NY 11373

(718) 595-3225 tel (718) 595-3278 fax June 1, 2010

RECEIVED

JUN 0 7 2010

ULSTER COUNTY PUBLIC WORKS

Re: ORDER TO COMMENCE

CAT-380: Year-Round Maintenance, Removal of Snow and Sanding of Certain Roads Around New

York City Reservoirs

Dear Mr. Sheeley:

Enclosed is one copy of the duly executed contract, dated April 14, 2010, and registered with the Office of the Comptroller on May 10, 2010, under registration number CT 826 20101410818. The original contract amount is not to exceed \$1,690,000.00. The date for commencement of assigned work is July 1, 2010. The date to complete all related work is June 30, 2015, a total of 1825 consecutive calendar days. The contract is for Year-Round Maintenance, Removal of Snow and Sanding of Certain Roads Around New York City Reservoirs.

The administration of this contract will be under the direction of Nicholas Canaan located at 365 Columbus Avenue, Valhalla, 10595, (914) 742-2022. All inquiries regarding this contract should be addressed to this office.

Very truly yours

Debra Butlien

Deputy Agency Chief Contracting Officer

DEC 0 7 2009

ULSTER COUNTY PUBLIC WORKS

# AGREEMENT BETWEEN THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE COUNTY OF ULSTER, NEW YORK FOR

YEAR-ROUND MAINTENANCE, REMOVAL OF SNOW AND SANDING OF CERTAIN ROADS AROUND NEW YORK CITY RESERVOIRS

TH	ı <u>ş</u> agree	MENT (	'Agreement"), hereby agreed Parties"):	dated	this	14/2	\ day	of
naA	10	_, <del>20</del> 09, 95 4	rereby agreed	to and	executed	by and	between	the
following	parties (collec	tively, the "F	Parties"):					

The City of New York, a municipal corporation (the "City"), acting by and through the of the New York City Department of Environmental Protection ("DEP"), having its principal office at 59-17 Junction Boulevard, Flushing, New York and an office at 71 Smith Avenue, Kingston, New York 12401; and

The County of Ulster, New York (the "County"), acting by and through its Legislative Chair, having its principal office at the County Office Building, 244 Fair Street, Kingston, New York 12401.

WHEREAS, the City, pursuant to the New York City Administrative Code ("City Administrative Code") Section 24-356(a), is responsible for the maintenance, snow removal and sanding ("road maintenance activities") of certain roads and bridges around its reservoirs; and

WHEREAS, the County has the facilities and work force to perform road maintenance activities in those areas in the County where such roads and bridges are located; and

WHEREAS, the County is willing to perform and/or coordinate the performance of road maintenance activities in those areas in the County where such roads and bridges are located provided all reasonable and actual expenses incurred in connection therewith are paid for by the City; and

WHEREAS, the City wishes to have the County perform and/or coordinate the performance of road maintenance activities in those areas in the County where such roads and bridges are located, and is agreeable to paying for all reasonable and actual expenses incurred by the County in connection therewith;

NOW, THEREFORE, in consideration of the promises, respective representations and agreements contained herein, the Parties agree as follows:

1. The County shall perform and/or coordinate the performance of road maintenance activities on certain roads and bridges around the City's reservoirs in the County, except as shall be part of any state route, year-round, whenever necessary to

provide reasonable passage and movement of vehicles over such roads and bridges in a safe manner, as required of the City by the City Administrative Code and this Agreement. In addition to snow removal, sanding and salting or otherwise treating the highway surfaces for ice and snow, other road maintenance activities to be performed under this Agreement include, but are not limited to, repairing, replacing, painting or otherwise maintaining the guide rails, pavement surfaces, markings, drainage ditches, culverts and road shoulders. These other road maintenance activities (activities other than snow removal, sanding and salting or otherwise treating the highway surfaces for ice and snow) are only to be performed with prior coordination with and permission of the DEP Project Manager, which will be granted on a case by case basis.

- 2. The County shall pay for all expenses incurred in connection with the performance of these road maintenance activities, including, but not limited to, labor provided by its employees, agents, contractors and/or subcontractors, which expenses shall be reimbursed to the County by the City in accordance with the terms and conditions set forth at paragraphs 5 and 6, below.
- 3. The County shall designate, in writing, a lead Project Manager(s) who shall direct the maintenance activities and coordinate same with a Project Manager designated in writing by DEP.
- 4. Maintenance activities shall be subject to inspection by the DEP Project Manager and other designated DEP staff, at their convenience.
- 5. The City agrees to reimburse the County for the reasonable and actual costs of maintenance activities incurred by the County, in an amount not to exceed \$1,690,000.00 for the term of the Agreement and not to exceed \$338,000.00 in any one (1) year period, subject to available appropriations as follows:
  - a. Hourly rates for equipment as established by the State of New York for services furnished by one municipality to another.
  - b. Actual wages incurred plus fringe benefits and overtime in such cases as overtime is provided in the County agreements with its employees and where such overtime is necessary because the nature of the work is such that it could not be performed within normal working hours. Fringe benefits include such items as social security, workers' compensation, retirement, holiday pay, sick leave, vacation pay, hospitalization and medical insurance, and all other similar items that are actually paid for in each particular instance by the County.
    - c. Ten percent (10%) of the above for administrative costs.
  - d. In the event the County determines there is a need for any non-routine work covered by this Agreement, the County shall submit to the DEP Project Manager a plan and an estimated cost of such project for review by DEP for approval at least one (1) year in advance of the date by which the County plans to commence such project. DEP agrees not to unreasonably withhold its approval of such project proposal.

- 6. Invoices for the cost of maintenance activities shall be forwarded to the NYC/DEP, Western Operations Division, Shokan Regional Manager P.O. Box 370, Shokan, NY 12481, on a quarterly basis and shall be payable within 60 days of approval by the DEP Project Manager. Such invoices shall be subject to audit and revision by the Comptroller of the City of New York pursuant to Section 93.g of the New York City Charter. The County shall provide a daily cost breakdown listing the types of equipment used, types and amounts of materials used and costs of labor. The County shall keep daily records that shall be available for inspection upon request by representatives of the City.
- 7. Nothing contained herein shall be deemed to relieve the County from any liability incurred in connection with the performance of any road maintenance activities pursuant to this Agreement.
- 8. The County and DEP agree to mutually and reciprocally indemnify each other and save each other harmless from all claims, liabilities, losses, damages and expenses of every character whatsoever including reasonable attorneys fees for bodily injury, sickness and/or disease, including death, sustained by the County or DEP, their agents, servants, employees or any other persons, where such injury or sickness, disease and/or death was the result of the indemnifying party's negligence or willful tort occurring as a result of the acts or omissions of the indemnifying party, its agents, servants, employees, contractor and/or subcontractors.
- 9. In the event that any person sustains bodily injury, sickness and/or disease including death, resulting from the performance of road maintenance activities under this Agreement, and such injury, disease and/or death was caused by the combined negligence of the County, DEP, or their respective agents, servants, employees, contractors and/or subcontractors, each party shall indemnify and save harmless the other for the amount of any and all claims, liabilities, losses, damages, and expenses, as determined by a court of competent jurisdiction to be in accordance with the relative-culpability of the Parties.
- 10. This Agreement shall be effective after execution by both Parties for a five (5) year period and shall be renewable for an additional period not to exceed five (5) years upon written approval by both Parties unless terminated by DEP or the County upon thirty (30) calendar-days notice in writing (See paragraph 14c).
- 11. The City shall not be responsible for the work, direction, compensation and personal conduct of the County's servants, employees, agents, contractors and/or subcontractors while engaged or performing work under this Agreement.
- 12. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the County, or any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of the County or for the payment of taxes of any nature including, but not limited to, sales tax, unemployment insurance, workers'

compensation, disability benefits and social security, except as specifically stated in this Agreement, to any person, firm or corporation.

- 13. The City shall not be responsible for any physical injuries or death to the County's agents, servants, employees, contractors or subcontractors or their employees, or to any other person or damage to any property sustained during the County's operations and work under this Agreement resulting from any act, omission, commission or error in judgment of any of the County's officers, members, trustees, employees, agents, servants, contractors or subcontractors or their employees. The City shall not be responsible for the safety and protection of the County's employees, servants, agents, contractors or subcontractors or their employees.
- 14. Notwithstanding any other rights of the City under other paragraphs of this Agreement, if the County, through any cause, fails to perform all or any of the maintenance activities in a satisfactory manner as determined by DEP, or violates any of the terms, covenants or provisions of this Agreement, or if any representation or warranty made by the County shall prove untrue, or if the conduct of the County is such that the interests of the City have been or are likely to be impaired or prejudiced, the City shall thereupon have the right to:
  - (a) postpone, delay or suspend this Agreement upon thirty (30) calendar days written notice to the County. Any such postponement, delay or suspension shall not give rise to any cause of action for damages against the City;
  - (b) withhold payments due under the Agreement which are equal to the damages the City has already suffered due to a breach by the County;
  - (c) terminate this Agreement by giving notice of at least 30 (thirty) calendar days in writing specifying the date of such termination to the County. Upon such date, this Agreement shall terminate. The County shall be reimbursed for actual costs incurred prior to and up until such termination. Any such termination shall not give rise to any cause of action for damages against the City. In addition, the City shall have the right to complete performance that was incomplete as of the termination date and/or pursue any remedies available at law or in equity against The County.
- 15. The County agrees that it has not and will not engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment.
- 16. The County agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a New York State or New York City governmental agency or authority that is empowered, directly or by designation, to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General

of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit or inquiry.

- 17. All Parties hereto agree that they shall comply, and require their agents, contractors and/or subcontractors to comply, with all State, federal and local laws, rules, ordinances and/or regulations applicable to the work to be performed under this Agreement.
- 18. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
- 19. This Agreement may not be assigned, in whole or in part, except pursuant to a written agreement signed by both Parties.
- 20. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.
- 21. This Agreement may be amended only upon the written agreement of the Parties.
- 22. The Parties agree that each and every provision of federal, State or local law, rule, ordinance, regulation or order, required to be inserted in this Agreement, shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either party, be amended by such insertion and signature by both Parties so as to comply strictly with such law, rule, regulation or order and without prejudice to the rights of either Party.
- 23. All written notifications required or permitted hereunder shall be delivered as follows:

If to the City, to:

New York City Department of Environmental Protection 59-17 Junction Boulevard, 19th floor Flushing, NY 11373 Attention: General Counsel Fax: 718 595-7418

with a copy to:

DEP Project Manager Michael G Kight, Regional Manager, Shokan Region NYC/DEP PO Box 370 Shokan NY, 12481 Fax: 845 657-7635

If to the County of Ulster, to:

County Attorney County Office Building 244 Fair Street Kingston, NY 12401

IN WITNESS WHEREOF, the \_\_\_\_\_\_ of the New York City Department of Environmental Protection on behalf of the City and the Legislative Chair of the County of Ulster, New York have executed this Agreement, in quadruplicate, one (1) part to be filed with the Comptroller of the City of New York, one (1) part to be retained by the Department of Environmental Protection and two parts to be delivered to the County.

THE C	CITY OF NEW YORK	cou	NTY OF ULSTER, NEW YORK	
Ву:	lave E.F	 By:		
			David Donaldson	
	Department of Environmental		Legislative Chair County of Ulster	
	Protection		County of Olster	
	4/14/10		12 18-09	
Dated	d: 111 / 110	Date	ed: 1218-09	

Approved as to Form and Certified as to Legal Authority:

MR Howard Friedman
ACTING CORPORATION COUNSEL MSS
OF THE CITY OF NEW YORK

Dated: Nov. 6, 2009

acknowledgments appear on next page

### **ACKNOWLEDGMENTS:**

STATE OF NEW YORK ) )ss:				
COUNTY OF QUEENS )				
On this day of day of 2009, before me personally came to me could fence known to me, who being by me duly sworn, did depose and say, that he is the ACCO of the New York City Department of Environmental Protection and is the person named herein and who executed the foregoing Agreement and acknowledged to me that he executed the same as authorized by the City of New York.				
Moran Public				
STATE OF NEW YORK )  SS:  COUNTY OF ULSTER )  SACQUELINE AJAX  Notary Public, State of New York No. 01 A14961176  Qualified in Queens County Commission Expires Jan. 22, 20 14				
On this $18^{17}$ day of $18^{17}$ day				
MEG E DELLAY  NOTARY PUBLIC STATE OF NEW YORK  NO. 01DE6207186  ULSTER COUNTY  MY COMMISSION EXPIRES 6-8-20 ()				



### Contract CAT-380: Year Round Snow Removal, Sanding, and Maintenance UC Contract C09-00722 CHANGE NO. 1 - Extension of Time

I hereby agree to extend Contract (Reg. No. CT1 826 20101410818) for the Year Round Snow Removal, Sanding, and Maintenance between County of Ulster Dept of Public Works and the New York City Department of Environmental Protection, which will expire on June 30, 2015 from July 1, 2015 to April 1, 2016, a period of 276 consecutive calendar days until the successor contract gets registered. All prices, terms and conditions of the Contract remain in effect throughout this extension period, and this extension in no way modifies the maximum amount of the Contract.

#### County of Ulster Dept of Public Works:

Susan K. Plonski Print Name	Signature Signature
DPW Commissioner Title	1-15-16 Date
DEP:  Maria Ohringer  Print Name  Asst. ACCO  Title	Signature $2/12/2016$ Date
County of Ulster  Kenneth J. Ronk, Jr.  Print Name	Signature
Chairman, County Legislature Title	1-26-16 Date



February 28, 2017

Susan K. Plonski County of Ulster Dept of Public Works 317 Shamrock Lane Kingston, NY 12401 MAR 0 6 2017

COMPLIC WORKS
OF ULSTER

Vincent Sapienza Acting Commissioner

Elisa Velazquez Assistant Commissioner Agency Chief

Contracting Officer

59-17 Junction Boulevard Flushing, N.Y. 11373

Tel. (718) 595-3925 Fax (718) 595-3208 Evelazquez@dep.nyc.gov Re: Contract CAT-380: Year Round Snow

Removal, Sanding, and Maintenance Registration No. CT1 826 20101410818

Extension of Time CHANGE NO. 2

Dear Ms. Plonski:

As you know, Contract CAT-380 (Registration No. CT1 826 20101410818), between the Department of Environmental Protection ("DEP") and County of Ulster Dept of Public Works for the Year Round Snow Removal, Sanding, and Maintenance will expire on April 1, 2016.

Pursuant to §4-02 (b)(1)(iii) of the New York City Procurement Policy Board ("PPB Rules"), this letter shall serve as CHANGE No. 2 to extend the original contract for a period not to exceed 89 consecutive calendar days until the successor contract gets registered, from April 2, 2016 to June 29, 2016.

All prices, terms and conditions of the original contract remain in effect during the extension period. Please indicate your concurrence with **CHANGE No. 2** by signing the attached (in triplicate), and returning it, along with a copy of this letter, to me at the letterhead address (17th floor). You will be advised of this change's approval under separate cover.

Very truly yours,

V Elisa Velazquez

cc: Canaan/Swarthout/Garraffa/Ohringer



### Contract CAT-380: Year Round Snow Removal, Sanding, and Maintenance

### **CHANGE NO. 2 - Extension of Time**

I hereby agree to extend Contract (Reg. No. CT1 826 20101410818) for the Year Round Snow Removal, Sanding, and Maintenance between County of Ulster Dept of Public Works and the New York City Department of Environmental Protection, which will expire on April 1, 2016 from April 2, 2016 to June 29, 2016, a period of 89 consecutive calendar days until the successor contract gets registered. All prices, terms and conditions of the Contract remain in effect throughout this extension period, and this extension in no way modifies the maximum amount of the Contract.

### **County of Ulster Dept of Public Works:**

Susan K. Plonski	Juse W flows
Print Name	Signature
Commissioner, UC DPW Title	4/17/19 Date
DEP:	
Print Name	Signature
Title	Date
COUNTY OF ULSTER:	
Kenneth J. Ronk, Jr. Print Name	Signature
Chairman, U.C. Legislature	
Title	Date