RESOLUTION AUTHORIZING EXTENSION OF AGREEMENT FOR PROFESSIONAL SERVICES WITH LABERGE GROUP

WHEREAS, the Rensselaer County Industrial Development Agency (the IDA) has need of professional services related to engineering, architecture, planning, surveying and grant writing; and

WHEREAS, the IDA has previously engaged the Laberge Group (hereinafter "LG") to provide those services under an agreement dated January 2, 2017, a copy of which is attached hereto; and

WHEREAS, the IDA has found the services provided by LG to be of a high quality and thoroughly satisfactory; and

WHEREAS, LG has shown itself to be accountable, reliable, skilled, and of excellent repute in its profession, and to have the requisite education, training, judgment, integrity and moral worth; now, therefore, be it

RESOLVED, that pursuant to the IDA policy on the procurement of professional services, the Executive Director of the IDA is hereby authorized to execute the attached Contract Addendum extending the previous agreement with LG through December 31, 2023, subject to such changes in the previous agreement as are indicated in said Contract Addendum, with payment for the services provided pursuant to said Contract Addendum not to exceed $100,000 for the term of the extension agreed to therein, unless additional payments shall first be approved by the IDA, said Contract Addendum to be subject to approval thereof as to form by Agency Counsel.

Resolution ADOPTED by the following vote:
Ayes: 6
Nays: 0
Abstain: 0
May 14, 2020

STATE OF NEW YORK)

) SS.:

COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on May 14, 2020 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 14th day of May, 2020.

Cynthia A. Hennigan

~~(Assistant)~~ Secretary

(SEAL)

CONTRACT ADDENDUM NO. 2014083-01

(PROFESSIONAL SERVICES TO ASSIST THE IDA 2020 - 2023)

DATED: May 14, 2020

to
Agreement for Professional Services
(Previous agreement date: January 2, 2017)

The previous Agreement between Rensselaer County IDA, Rensselaer County, New York, the CLIENT and Laberge Group, (LG), dated January 2, 2017 and attached hereto (hereinafter, "the previous agreement"), is hereby amended as follows:

The contract term shall be extended through December 31, 2023. Total compensation paid to LG for the new extended contract term shall not exceed $100,000 unless additional compensation is authorized in advance by the CLIENT.

Section III, Paragraph A.1 of the previous agreement shall be replaced in its entirety with the following:

A. 1 Total Compensation for Grant Preparation
The CLIENT will pay LG a range of $8,000 - $13,000 per application for LG's grant writing services. If the application is terminated prior to completion, LG's services shall be billed at the hourly rate of $145 per hour up to the maximum amount above ($13,000). All monies payable to LG are subject to the receipt of invoices for payment from LG specifying that they have performed the work under this contract in conformance with the contract, and they are entitled to receive the amounts invoiced under the terms of the contract. The invoice shall include fees and reimbursable expenses. Monies called for under such requisitions are due and payable within forty-five (45) days of the date of said requisition. The fee for grant preparation is subject to an annual increase not to exceed 8%.

The Hourly Rate Schedule for General Services appended to the previous agreement shall be replaced by the 2020 Hourly Rate schedule attached hereto.

RENSSELAER COUNTY IDA

1600 7th Avenue

Troy,	New York	12180
City	State	Zip

BY: _____

Print Name: Robert Pasinella Title: Executive Director

LABERGE GROUP

4 Computer Drive, West

Albany	New York	12205
City	State	Zip

BY: _____
Richard F. Laberge, P.E., President

1964 - 2019 55 YEARS OF EXCELLENCE

Laberge Group

ENGINEERING • ARCHITECTURE • SURVEYING • PLANNING

HOURLY RATE SCHEDULE
GENERAL SERVICES
EFFECTIVE: January 2020

TECHNICAL CATEGORY

Officer, Principal, Architect, Engineer, Planner, Surveyor, CPA	175 – 250
Engineering-Project Managers	135 - 235
Architecture-Project Managers	135 – 200
Surveying-Project Managers	135 – 175
Planning-Project Managers	135 - 200
Engineers	95 – 165
Architects	95 – 140
Landscape Architects	95 - 130
Interior Designers	90 - 120
Planners/Community Developers	85 - 130
Surveyors - Party Chief/Instrument Person	65 - 100
Surveyors (NYS Prevailing Rate Work)	100 - 140
Engineering Technicians	90 – 135
Architectural Technicians	90 – 125
Surveying Technicians	90 – 135
Planning/Community Development Technicians	90 – 125
Interior Design Technicians	90 – 125
Resident Managers	95 - 150
Project Representatives	75 - 140
Financial/Fiscal/Administration/Accounting	60 - 235
Project Coordinator	80 - 110
Administrative Assistants	60 - 125

NOTES:

1. Rates based on range of Direct Personnel Expense (DPE) plus 1.7 DPE.
2. All rates subject to change without notice due to salary increases, State or Federal requirements or new personnel.
3. Reimbursable Expenses (other than Labor) shall be compensated at the actual cost thereof, plus an additional $0.20 per dollar incurred.

4 Computer Drive West • Albany, New York 12205 • (518) 458-7112 • Fax (518) 458-1879
www.labergegroup.com

RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY
RENSSELAER COUNTY, NEW YORK
FOR
PROFESSIONAL SERVICES TO ASSIST THE IDA

THIS AGREEMENT, for January 2, 2017 through December 31, 2019 by and between the Rensselaer County Industrial Development Agency, 1600 7th Avenue, Troy, New York 12180 Rensselaer County, New York (hereinafter referred to as the CLIENT), and LABERGE GROUP. (hereinafter referred to as LG):

WITNESSETH THAT:

WHEREAS, the CLIENT wishes to foster and develop economic activity in Rensselaer County, and

WHEREAS, the CLIENT wishes to submit Economic & Community Development Grant Applications to the New York State Office of Community Renewal (OCR) and other state and federal agencies, and

WHEREAS, the CLIENT from time to time, may require professional assistance, including engineering, architectural services, planning, surveying and grant writing services, and

WHEREAS, the CLIENT desires to engage LG to assist the CLIENT, and

WHEREAS, should the grant(s) be successful, the CLIENT desires to engage LG to assist in the program delivery and administration of said grant(s).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES:
LG shall perform the following requested:

A. Preliminary Planning and/or Engineering Activities:

1. Analysis of local problems and needs, development of long-term goals, and creation of short term actions for economic development and community development needs.
2. Analysis of program options appropriate for various funding sources.
3. Preparation of materials required for economic development projects, including supporting documentation, surveys and cost estimates.
4. Development of grant and/or loan applications to support economic and/or community development activities within Rensselaer County.

B. Program Development Activities:

1. Assistance in establishing files, books, records, accounts and other materials as required to set up local programs and assuring adequate documentation of all community and economic development activities.
2. Completion of the environmental reviews and other activities required to satisfy grant conditions and secure grant agreements to the federal or state funds.

3. Preparation of program guidelines and other materials as required for implementation of the community development activities.
4. Underwriting and loan analysis required to meet 24CFR570 requirements for economic and microenterprise activities.
5. Assistance in recruiting staff and other consultants as required to handle the daily administration of the programs.

C. Program Administration:

1. General advice and assistance during implementation of the programs as required in order to identify problems, analyze alternatives, and propose solutions to facilitate smooth operation of each program.
2. Assistance to eligible applicants to help them participate in economic and/or community development programs.
3. Progress monitoring to assure compliance with regulations and satisfactory progress against established schedules.
4. Periodic reports to local, state, or federal agencies to document the status of economic and community development activities in order to satisfy the requirement of each grant program.

D. Program Coordinator Services:

1. Market economic development grant/loans to businesses within Rensselaer County.
2. Facilitate economic development roundtables in order to provide access to federal and stat3e programming.
3. Provide initial support to local officials on economic and community development funding opportunities.

E. Technical Services:

1. Professional design or design review of infrastructure, buildings, site plans, etc.
2. Field data collection including professional surveying, GPS location, GIS mapping, environmental and archeological field studies.

F. Grant Preparation (for each application):

1. Due diligence and preliminary review of project eligibility;
2. Preparation of required grant pre-application;
3. Assist with conducting up to two (2) meetings on the CDBG program and application;
4. Work with the CLIENT to create a competitive project;
5. Provide grant application marketing materials;
6. Provide the CLIENT with sample support letters, cover letter, draft resolutions, draft public hearing notices if required, and other material as required to complete the application;
7. Represent the CLIENT at up to two meetings with local and state officials regarding the submission of the CDBG application;
8. Develop an application that maximizes the use of available resources and presents a plan that can be implemented.

Should the application be awarded, LG will provide all administration and program delivery services as outlined and approved in the application.

G. Reporting:

1. LG will prepare detailed reports, as appropriate, to the CLIENT relative to project status.

H. Other:

1. LG will perform such other services as requested by the CLIENT.
2. All of the above tasks will be completed in accordance with applicable State and Federal Regulations.

II. TIME OF PERFORMANCE

The services of LG are to commence upon authorization to proceed and execution of this contract. Grant related Program & Administration services shall be provided through grant closeout. Closeout is defined as 24 months of the contract signing between the CLIENT and the funding agency.

III. COMPENSATION & METHOD OF PAYMENT

A. Total compensation shall not exceed $100,000 unless additional compensation is authorized by the CLIENT. Compensation should be in accordance with the following:

A. 1 Total Compensation for Grant Preparation

The CLIENT will pay to LG the sum of up to $11,000 per application for LG's grant writing services. If the application process is terminated prior to completion, LG's services shall be billed at the hourly rate of $125 per hour up to the amount above. All monies payable to LG are subject to the receipt of invoices for payment from LG specifying that they have performed the work under this contract in conformance with the contract, and they are entitled to receive the amounts invoiced under the terms of the contract. The invoice shall include fees and reimbursable expenses. Monies called for under such requisitions are due and payable within forty-five (45) days of the date of said requisition. The fee for grant preparation is subject to an annual increase not to exceed 8%.

A.2 Total Compensation for Program Delivery

The CLIENT will pay LG at the hourly rates contained in Attachment A, a sum not to exceed the amount outlined in the CDBG regulations and set forth in the grant application. All monies payable to LG are subject to the receipt of invoices for payment from LG specifying that they have performed the work under this contract in conformance with the contract, and they are entitled to receive the amounts invoiced under the terms of the contract. The invoice shall include fees and reimbursable expenses. Monies called for under such requisitions are due and payable within forty-five (45) days of the date of said requisition.

A.3 Total Compensation for Administration

The CLIENT will pay LG at the hourly rates contained in attachment A for program administration as requested by the CLIENT and outlined in the CDBG regulations and set forth in the grant application. All monies payable to LG are subject to the receipt of invoices for payment from LG specifying that they have performed the work under this contract in conformance with the contract, and they are entitled to receive the amounts invoiced under the terms of the contract. The invoice shall include fees and reimbursable expenses. Monies called for under such requisitions are due and payable within forty-five (45) days of the date of said requisition.

A.4 Compensation for Other Services

The CLIENT will pay LG at the hourly rates contained in attachment A or a mutually agreed fee for other services provided as requested by the CLIENT. All monies payable to LG are subject to the receipt of invoices for payment from LG specifying that they have performed the work under this contract in conformance with the contract, and they are entitled to receive the amounts invoiced under the terms of the contract. The invoice shall include fees and reimbursable expenses. Monies called for under such requisitions are due and payable within forty-five (45) days of the date of said requisition.

B. Method of Payment

It is expressly understood and agreed by the CLIENT and LG that payment for services will be made upon submission of an appropriate invoice.

Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of LG's submittal of the statement. Past due amounts owed shall include a charge at a rate of interest from the thirtieth day equal to J P Morgan Chase Bank prime plus two (2) percent.

The fee for services will not exceed the total contractual fee stated above, except as stated in Part IV. (A) "Extra Work", below.

IV. STANDARD TERMS & CONDITIONS OF AGREEMENT – As applicable

A. EXTRA WORK: Extra work shall include, but not be limited to, additional office or fieldwork caused by policy or procedural changes of governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph E hereof.

B. OWNERSHIP OF DOCUMENTS: N/A.

C. LIMITATIONS OF COST ESTIMATES: Any estimate of the cost of the project services or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

D. APPROVAL OF WORK: The work performed by LG shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the receipt of the invoice, by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

E. DELAY: Any delay, default or termination in or of the performance of any obligations of LG under this Agreement caused directly or indirectly by strikes, accidents, acts of God, acts of war or terrorism, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove LG's work promptly; late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of LG's work, or any other acts of the CLIENT or any other Federal, State or local government agency, or any other cause beyond LG's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of LG as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

F. TERMINATION: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, LG shall be paid for all services rendered to the date of termination as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay LG within thirty (30) days of receipt of an invoice shall be considered such a substantial

failure. In the event of a substantial failure on the part of the CLIENT, LG, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of LG in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

G. INDEMNIFICATION: CLIENT shall indemnify, defend and hold LG harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) changes in plans or specifications made by CLIENT; (b) use by CLIENT of plans, surveys, or drawings unsigned by LG or for any purpose other than the specific purpose for which they were designed; (c) inaccuracy of data or information supplied by CLIENT; and (d) work performed on material or data supplied by others, unless said loss was solely caused by LG's own negligence.

On grant related projects, and where applicable, LG shall indemnify the OCR and the CLIENT against any and all claims arising out of LG's performance of work.

Where applicable, the CLIENT and LG shall indemnify the Housing Trust Fund Corporation, it's agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with CDBG funds.

H. UNDERWRITING INDEMNIFICATION: LG provides underwriting analysis of loans made under a variety of state and federal subsidized grant and/or loan programs. Many of these grants and/or loans represent a fair amount of risk, and are often the type that would not typically get approved by a commercial lender and some borrowers may default. CLIENT acknowledges this risk.

I. LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, and should LG be successful in said litigation, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and reasonable attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT. Furthermore, should it be necessary for CLIENT to bring suit to enforce any provisions of this agreement against LG and should CLIENT be successful therein, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and reasonable attorney's fees (including such costs and fees on appeal), shall be the obligation of LG.

J. REPLACEMENT OF FIELD MARKERS N/A

K. OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY: The observation and testing of construction is not included herein. It should be understood that the presence of LG's field representative will be for the purpose of general conformance with the work to be performed. Under no circumstances is it LG's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of LG's field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of LG's field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in their work. It is understood that LG will not be responsible for job or site safety on the project.

L. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

M. LIMITATIONS OF LG's LIABILITY: The CLIENT agrees to limit LG's liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to LG's professional negligent acts, errors or omissions, such that the total aggregate liability of LG to those named shall not exceed One Million Dollars ($1,000,000).

N. CONTROLLING LAWS: This Agreement is to be governed by the Laws of the State of New York.

O. INSURANCE: LG shall procure and maintain throughout the period of this Agreement, at LG's own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal Laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request.

P. SUCCESSORS AND ASSIGNS: Neither CLIENT nor LG shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Q. ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parts hereto arising out of or relating to this Agreement or breach thereof may, at the option of LG or CLIENT be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any such arbitration shall take place in the Town of Colonie, Albany County, New York.

R. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested, addressed as stated in the Agreement.

S. RIGHT OF ENTRY: The CLIENT, to the extent it has control or authority, will provide right of entry for our staff, subcontractors and all necessary equipment in order to complete the work. LG will take all reasonable precautions to minimize damage to the property. It is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

T. UTILITIES: In the prosecution of our work, LG will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities

U. STANDARD OF CARE: Services performed by LG under this Agreement will be conducted in a manner with the level of care and skill ordinarily exercised by members of the professions currently practicing under similar conditions. No other warranty, express or implied is made.

V. RENOVATION/REHABILITATION OF EXISTING BUILDINGS: Where the work involves remodeling and/or rehabilitation of an existing building, CLIENT agrees that certain assumptions must be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the structure.

W. ASBESTOS AND HAZARDOUS WASTE: Where the work involves asbestos and/or hazardous wastes, CLIENT agrees that the handling or removal of asbestos, asbestos products and hazardous wastes involves certain health risks which require specific safety measures. LG will not be responsible for safety and safety measures on the job, including measures for the protection of employees, contractors, subcontractors and/or the general public. Such responsibility for safety and safety measures is and shall remain that of the contractor.

Nothing in this Agreement shall impose liability on LG for claims, lawsuits, expenses of damages arising from, or in any manner related to, the exposure to or the handling, manufacture of disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

X. CONSTRUCTION PHASE SERVICES: N/A

Y. SOLICITATION OF EMPLOYMENT: CLIENT agrees not to hire or solicit for employment, for themselves or others, individuals who are, or were employees of LG during the term of this agreement and for a period of two years thereafter.

Z. CLAIMS, ACTIONS, & LAWSUITS: CLIENT shall provide LG with written notice of any and all claims relating to LG's services within sixty (60) days after the event giving rise to the claim, or within sixty (60) days of the discovery of facts giving rise to the claim, whichever shall come later. Said notice shall be deemed to be a condition precedent to any action or lawsuit to recover damages against LG. Any and all claims, actions or lawsuits against LG arising out of the project or this Agreement must be brought in the Supreme Court, County of Albany within one year of the last date that LG provides services under this Agreement. Not withstanding any statutory provision or other law, written notice of any and all claims arising out of this contract shall be served within one (1) year from the date of the alleged breach. Any and all actions arising out of such claims shall be filed within six (6) months from the date of said notice.

AA. ADA INTERPRETATION: With specific respect to design requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), CLIENT agrees that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel for purposes of interposition is advisable.

BB. DELIVERY OF ELECTRONIC FILES: In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by LG the CLIENT covenants and agrees that all such electronic files are instruments of service of LG who shall be deemed the author, and shall retain all common law, statutory law and other rights including copyrights.

The CLIENT agrees not to reuse these electronic files in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of LG. The CLIENT further agrees to waive all claims against LG resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than LG.

The CLIENT is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by LG and electronic files, the signed construction documents shall govern.

In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold LG harmless from any damage, liability or cost including reasonable attorney's fees and costs of defense, arising from any changes made by CLIENT or anyone acting at the direction of CLIENT or from any reuse by CLIENT or anyone acting at the direction of CLIENT of the electronic files without the prior written consent of LG.

CC. APPLICABLE FEDERAL LAW: CLIENT and LG shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.

DD. ACCESS TO RECORDS: CLIENT, OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of LG which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

EE. SECTION 3,12 U.S.C. 1701 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1968, AS AMENDED -

1. The work to be performed under this contract may be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

2. LG and CLIENT agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3 where applicable. As evidenced by their execution of this contract, LG and CLIENT certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. LG agrees to send to each labor organization or representative of workers with which LG has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors' commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. LG agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 1356, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. LG will not subcontract with any subcontractor where LG has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. LG will certify that any vacant employment positions, including training positions, that are filled (1) after LG was selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent LG's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance , section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)

IN WITNESS WHEREOF, the CLIENT and LG have executed this Contract as of the date first written above.

ATTEST:

Robin L. LaBrake

RENSSELAER COUNTY IDA

Robert Pasinella, Executive Director

ATTEST:

Paul J. Bauerfeld

LABERGE GROUP

Richard F. Laberge, P.E., President

Laberge Group

50 YEARS OF

HOURLY RATE SCHEDULE
GENERAL SERVICES
EFFECTIVE: January 2017

TECHNICAL CATEGORY

Officer, Principal, Architect, Engineer, Planner, Surveyor, CPA	175 – 250
Engineering-Project Managers	135 - 225
Architecture-Project Managers	135 – 200
Surveying-Project Managers	135 – 175
Planning-Project Managers	135 - 175
Engineers	95 – 145
Architects	95 – 135
Landscape Architects	95 - 125
Interior Designers	90 - 120
Planners/Community Developers	85 - 125
Surveyors - Party Chief/Instrument Person	70 - 110
Surveyors (NYS Prevailing Rate Work)	90 - 115
Engineering Technicians	75 – 110
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Surveying Technicians	75 – 110
Planning/Community Development Technicians	75 – 100
Interior Design Technicians	75 – 100
Resident Managers	95 - 145
Project Representatives	70 - 120
Financial/Fiscal/Administration/Accounting	65 - 195
Administrative Assistants	60 - 100

NOTES:

1. Rates based on range of Direct Personnel Expense (DPE) plus 1.7 DPE.
2. All rates subject to change without notice due to salary increases, State or Federal requirements or new personnel.
3. Reimbursable Expenses (other than Labor) shall be compensated at the actual cost thereof, plus an additional $0.20 per dollar incurred.

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www.labergegroup.com