

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR SITE
EVALUATION RELATED TO THE MANUFACTURE AND SUPPLY OF
COMPONENTS FOR THE OFFSHORE WIND INDUSTRY**

WHEREAS, the Rensselaer County Industrial Development Agency (the Agency) and its regional economic development partner, the Center for Economic growth, are interested in increasing regional capacity to manufacture and supply components in support of offshore wind (OSW) projects along the Eastern Seaboard ; and

WHEREAS, Ramboll Americas Engineering Solutions, Inc. (Ramboll) has proposed to conduct a site evaluation of parcels which have been identified as a potential strategic Hudson River port site, which port site would be integral to the ability to meet the OSW supply chain objective, along with related engineering tasks (proposal attached); and

WHEREAS, under the Agency's procurement policy the Agency shall contract for professional services of the type being proposed on the basis of accountability, reliability, responsibility, skill, absence of conflicts of interest, reputation, education and training, judgment, integrity, continuity of service and moral worth; and the Agency does find that Ramboll, as recognized experts in the OSW industry, does meet those procurement guidelines, now, therefore, be it

RESOLVED, that Agency's Executive Director is hereby authorized to execute an agreement with Ramboll, substantially as set forth in the attached proposal, subject to approval as to the form thereof by Agency Counsel, to provide the services specified in the attached proposal, at an estimated cost of Twenty-two Thousand Dollars, provided that if it should appear that the actual cost of providing the specified services will exceed the estimate by more than ten percent, then advance approval thereof must be given by the Agency.

Resolution ADOPTED by the following vote:

Ayes: 6

Nays: 0

Abstain: 0

June 10, 2021

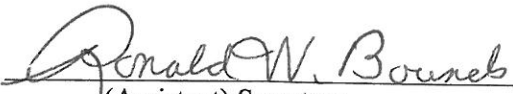
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

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 June 10, 2021 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 10th day of June, 2021.


(Assistant) Secretary

(SEAL)

Mr. Robert L. Pasinella, Executive Director
Rensselaer County Industrial Development Agency
1600 7th Avenue
Troy, NY 12180
rpasinella@rensco.com

RE: East Greenbush Site Evaluation
FILE: CRM #67845

Dear Robert:

It is understood that the Rensselaer County Industrial Development Agency (IDA) and its regional economic development partner, the Center for Economic Growth (CEG), are interested in increasing regional capacity to manufacture and supply components in support of New York State-based and other offshore wind (OSW) projects along the Eastern Seaboard. The ability to provide strategic Hudson River port sites is integral to the County and region's ability to meet this supply chain objective. The IDA has identified a block of contiguous Hudson River based parcels (the site) located in East Greenbush as a potential port site; the site is located on the eastern shoreline of the Hudson River, proximal to the Port of Albany, which is located on the west bank. Attached is a map of the potential properties depicting the site.

Ramboll is pleased to submit this proposal to provide the IDA with consulting and environmental engineering services to provide for a preliminary evaluation of the East Greenbush site relative to:

- Baseline environmental conditions and constraints, which could impact development and time-to-market schedules
- The site's conformance to OSW industry supply chain requirements (*i.e.*, acreage, land control, wharf and quayside river frontage, infrastructure, *etc.*)
- Potential state and federal funding programs, which could facilitate advancement of the site.

Our scope of services to support these objectives is outlined below.

Scope of Services

Task 1 – Due Diligence

- Review of web-based tax parcel information (*i.e.*, County assessment rolls, real property databases, *etc.*) to verify current ownership and acreage of site parcels; Ramboll will also seek public information from State agencies regarding New York State-owned lands within the targeted site boundary
- Review of web-based Geographic Information System (GIS) databases to establish existing environmental baseline conditions (*i.e.*, NYS Freshwater

Date: June 3, 2021

Ramboll
333 West Washington Street
Syracuse, NY 13202
USA

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Wetlands, National Wetland Inventory [NWI], cultural/historical resources, endangered/threatened species, critical habitats, essential fish habitats, critical environmental areas, environmental justice areas, floodplain, soils/subsurface conditions, zoning, etc.)

- Review of reasonably ascertainable federal, state, tribal, and local environmental records for the subject property and the surrounding areas within the radii established per ASTM E1527-13, as well as available historic records, such as aerial photographs, fire insurance maps, property tax and recorded land title records, United States Geological Service (USGS) topographic maps, local street directories, building department records, zoning/land use records, and previous environmental reports. If necessary, to supplement this information, Ramboll will contact the New York State Department of Environmental Conservation (NYSDEC) to establish whether regulated activities have taken place at the subject property
- Site reconnaissance by a wetland biologist (requires site access) to identify potential wetland areas (state) or other potentially regulated waters of the US (federal); a federal wetland delineation will not be performed at this time but may be necessary depending upon the outcome of the site reconnaissance and potential impacts on future site plans
- Identification of potential permits and approvals required to construct and operate the project
- Coordination calls with the IDA and CEG to review baseline environmental characteristics and site reconnaissance findings and potential impacts on site developability.

Deliverable: GIS-based map of site parcels overlaid with compiled environmental baseline information. The GIS mapping will be supported with supplemental information regarding a tabular list of potential permits and approvals and a summary report of other supporting non-GIS data compiled during the completion of this task.

Task 2 – High Level Offshore Wind Use Assessment

Upon completion of Task 1, Ramboll will utilize the information to undertake an analysis of the Site for offshore wind related uses. The task will include identification of potential offshore wind related uses including supply chain manufacturing. The analysis will include identifying red flags and any gaps and limiting factors based on our knowledge of the offshore wind market. As requested by the client, the analysis will include conceptual programming of the site to verify the adequacy of the site, parcel assemblage and configuration for desired future uses.

Deliverable: Report summarizing potential site uses, gap analysis, limiting factors and recommendations.

Task 3 – Funding Review

Ramboll will work with the IDA and other entities to identify potential State and Federal funding opportunities for planning, design and construction at the site. As requested by the client, the funding review can be conducting in general scope before a specific end use is identified or can be conducted based on a selected preferred end use.

Deliverable. Report summarizing funding opportunities and, as desired, assistance with application and specific funding pursuits.

Assumptions

- Tasks will be completed based on readily available information such as web-based GIS databases, past experience and existing knowledge, or information provided by the IDA/CEG. Other than evaluations identified in this proposal, no other field or issue-specific evaluations are proposed.
- Additional out-of-scope activities may be identified during the approval process to meet project objectives; such activities will not be initiated without prior written authorization from the IDA.

Fees

Ramboll proposes to provide the above-described services on a time and materials basis for an estimated fee of \$22,000. A breakdown of the fees by task is provided below.

Tasks	Estimated Fee
Task 1 – Due Diligence	\$9,000
Task 2 – High Level Offshore Wind Use Assessment	\$8,000
Task 3 – Funding Review	\$5,000
Total	\$22,000

We propose to provide the services in this proposal in accordance with the attached Standard Service Terms and Conditions and labor rates. If during the execution of this work additional effort, personnel meetings, or expenses are required to meet the task objective, Ramboll will inform the IDA of these efforts and their estimated cost, before initiation of said efforts. If the above scope of services, costs, and terms and conditions are acceptable to the IDA, please countersign two copies of this letter agreement, retain one, and return the other copy to my attention. If additional services are requested by the IDA, Ramboll will provide an updated scope of services and estimated budget.

Should the IDA wish to provide authorization to proceed through the issuance of a purchase order, we request that the purchase order reference this proposal and the attached Ramboll Standard Service Terms and Conditions document as the basis for the work.

Yours sincerely
Ramboll Americas Engineering Solutions, Inc.


Steven M. Eckler
 DIRECTOR

M 315-416-1908
steve.eckler@ramboll.com

Agreed to by:
 Rensselaer County IDA

By: _____
 Robert L. Pasinella, Executive Director

Dated: _____, 2021

Enclosures

cc: Ken Lynch – Ramboll
 Thomas Newcomb – Ramboll
 Joseph Vitale – Ramboll
 Neil Webb – Ramboll

N

Buckeye
Terminals, LLC
(28.34 ac)

National
Gypsum Company
(48.36 ac)

Island
Park LLC
(18.42 ac)

Riverside Ave
Corporation
(44.26 ac)

Island Park
LLC (10 ac)

MSG Realty,
LLC (11.91 ac)

Webb, Chris
(9.59 ac)

Riverside Ave
Corporation
(12.68 ac)

Riverside Ave
East Greenbush
(10.97 ac)

State Of
New York
(28.7 ac)

Ramboll Americas Engineering Solutions, Inc.
2021 Hourly Billing Rates*

LABOR CATEGORY	Hourly Billing Rates
Senior Officer	\$249
Officer	\$239
Senior Managing Engineer/Scientist, Senior Project Manager	\$225
Managing Engineer/Scientist, Project Manager	\$195
Managing/Project Associate, Certified/Senior Industrial Hygienist	\$180
Senior Engineer/Scientist	\$143
Project Engineer/Scientist	\$122
Project Controls Administrator, Executive/Senior Secretary	\$111
Senior Technician	\$111
Engineer, Scientist	\$96
Technician, Project Accountant, Secretary	\$79

Expert Testimony

150 % of Hourly Rate

DIRECT EXPENSES

**Billing
Markups**

Other Direct Expenses: Travel lodging and meals, lab and field supplies, drawing and report reproduction, shipping samples and equipment, and other project specific direct expenses

At cost plus 10%

Mileage

IRS Rate

Subcontractors

At cost plus 10%

* - Ramboll reserves the right to adjust these labor rates annually at any time after 12 months from the signing of the agreement. Rate increases will not exceed 3% of the current rates.

**RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
STANDARD SERVICE TERMS AND CONDITIONS**

1. **Definitions.** As and when used in this Agreement, each of the following terms shall have the meaning set forth below:
 - a) **Agreement** shall mean this Proposal, including the following: Letters of Authorization or the job specific terms on the face of any Purchase or Change Order and the other Exhibits incorporated in this Proposal.
 - b) **Law** shall mean federal, state, and local statutes, laws, ordinances, rules, regulations, and codes applicable to Services.
 - c) **Losses** shall mean monetary damages suffered or costs and expenses incurred, including interest and reasonable attorney's fees, as a result of any demand made, cause of action asserted, judgment or decree entered, or any fine or penalty imposed, or any settlement payment consented to by both parties in connection with this Agreement.
 - d) **RAMBOLL** shall mean the Ramboll company issuing the Proposal, Ramboll Americas Engineering Solutions, Inc. (f/k/a O'Brien & Gere Engineers, Inc.), unless otherwise stated in the Proposal.
 - e) **Project** shall mean the overall work to be performed, including Services to be performed by RAMBOLL or others on behalf of Client at or in connection with project site(s).
 - f) **Reimbursable Expenses** shall mean the expenses reasonably incurred by RAMBOLL, its agents and subcontractors in performing Services, including, but not limited to, materials, supplies, use of specialized equipment, travel and subsistence costs, including mileage, cellular and non-local telephone and other communication charges, express delivery, postage and freight charges, word processing, computer processing and reproduction and printing charges required in providing Services, and technical services by others, plus permit fees, taxes, charges and assessments on Services (unless specifically included in the Scope of Services).
 - g) **Services** shall mean the professional, technical and other consulting services, work or tasks to be performed by RAMBOLL and its subcontractors as described in the Proposal.
2. **Changes in Scope.** Client shall have the right within the general purpose and intent of the Project to change, add or delete items from Services in writing and subject only to the agreement of RAMBOLL with respect to the effect on cost and schedule.
3. **Payment.** Payment of RAMBOLL's monthly invoice shall be due upon receipt. Balances more than thirty (30) days past due shall accrue interest at the rate of 1% per month or part thereof until paid.
4. **Term.** Unless otherwise provided in this Agreement, the Term hereof shall be from the date this Agreement is signed by both Client and RAMBOLL until the obligations imposed hereunder are fully satisfied or this Agreement is otherwise terminated. All Services shall be deemed to have been performed during the Term hereof.
5. **Status.** Except as otherwise provided in this Agreement, RAMBOLL shall perform the Services as an independent contractor and shall have sole control over the employment, assignment, discharge and compensation of its employees. RAMBOLL shall be solely responsible for complying with all applicable, federal, state and local employment, wage, tax, and insurance laws and licensing requirements.
6. **Standard of Care.** RAMBOLL agrees to correct or re-perform, without additional cost to Client, any Service not performed in accordance with the professional standard of care prevailing at the time and in the place where such Service is performed. Client acknowledges that scientific, medical, and health and safety knowledge and expertise is always evolving, and that RAMBOLL's work, conclusions and opinions cannot fully anticipate or take into account changes in knowledge or expertise that develop after the Services are performed. The services and all deliverables are rendered based on the specific circumstances and conditions described in RAMBOLL's Proposal and are intended for use by the Client only in connection with the purpose set forth in the Proposal. RAMBOLL disclaims all warranties relating to any other use and Client shall indemnify, defend and hold harmless RAMBOLL against any and all losses relating to such other use.
7. **Third Parties.** The Services including, without limitation, related communications and deliverables/work product, and the contents of such communications and deliverables/work product, are solely for Client's benefit and may not be relied upon by or disclosed to any third party without RAMBOLL's express written consent. In addition, Client shall not attribute any statement to RAMBOLL without RAMBOLL's express written consent. RAMBOLL shall be entitled to injunctive relief preventing/prohibiting any disclosure or attribution prohibited hereunder, and Client shall release, indemnify, defend and hold harmless the RAMBOLL from any and all losses arising from or related to such unauthorized disclosure or attribution.
8. **Insurance.** Throughout the term of this Agreement, RAMBOLL shall maintain insurance in amounts not less than shown:

a) Worker's Compensation	Statutory amount where Services are performed
b) Automobile	\$1,000,000
c) General Liability	\$1,000,000
d) Professional Liability	\$1,000,000
e) Excess Umbrella	\$3,000,000 on "b" & "c"

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide RAMBOLL with current Certificates of Insurance endorsed to include RAMBOLL as an additional insured on their "b," "c" and "e" policies of insurance and authorizes RAMBOLL to enforce this provision directly with all Project related third-parties.

9. **Compliance with Law.** RAMBOLL shall comply with all Law applicable to Services, including federal and state Equal Opportunity Laws, orders and regulations, and further, RAMBOLL shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, physical and mental disability, or veteran status.
10. **Confidentiality.** Except when 1) authorized by Client in writing, 2) previously and independently known, 3) subsequently published through no fault of RAMBOLL or 4) lawfully obtained from a third party having independent knowledge, RAMBOLL shall treat as confidential all information obtained from Client. RAMBOLL shall provide Client with reasonable notice of and an opportunity to legally resist any effort by a third party to obtain disclosure of confidential information. RAMBOLL shall be permitted to comply with any judicial order. Client information marked confidential shall be returned to Client at the conclusion of Services.
11. **Patents.** Patentable ideas, products, equipment, materials or processes ("Ideas") developed, in whole or in part, with proprietary information or assistance of Client shall be the property of Client; provided, however, that RAMBOLL shall have an unlimited, royalty free, nonexclusive, nontransferable (other than to its successors), world-wide license for their use, reproduction, manufacture and sale. Ideas developed by RAMBOLL during or as part of its performance of the Services which do not depend on proprietary information or assistance provided by Client shall be the property of RAMBOLL; provided, however, that Client shall have an unlimited, royalty free, nonexclusive, nontransferable license for their use by and for Client.
12. **Client Responsibilities.** Client shall on a continuing basis throughout the term of this Agreement:
 - a) maintain a designated representative, who shall be reasonably available to meet with RAMBOLL on Client's behalf;
 - b) provide RAMBOLL with all relevant Project related data available to Client, and unless otherwise provided in the Scope of Services, Client shall provide RAMBOLL with accurate, current land surveys showing the location of on-site utilities and subsurface structures, test boring logs and other subsurface information necessary for performance of Services;
 - c) provide all negotiation for, and acquisition of, lands, rights-of-way and easements required for performance of Services;
 - d) arrange for access, entry and use of property of Client (including utilities thereon) and others, as and when reasonably required by RAMBOLL for performance of Services.
13. **Additional Cost or Delay.** RAMBOLL shall not be responsible or liable for delay or additional Project cost resulting from:
 - a) the lack or insufficiency of performance by any person or entity not selected by, engaged by, and responsible to RAMBOLL,
 - b) changes, delays or additional Services not necessitated by the acts or omissions of RAMBOLL,
 - c) unreasonable or repeated delay in response to requests, applications or reviews by Client or third parties.
- d) damage to underground utilities or structures not accurately located on plans, maps or figures furnished to RAMBOLL.
14. **Change in Law.** Client shall bear the cost of any material change in or addition to Services resulting from a change in Law or interpretation effective after the date of this Agreement.
15. **Force Majeure.** Neither party shall be liable for loss or damage suffered by the other as a result of any failure or delay in the performance of its obligations under the Agreement caused by a Force Majeure event, including without limitation strike, lockout, embargo, riot, war, act of terrorism, epidemic or other outbreak of disease, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor or supplier non-performance, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order, or circumstances or conditions which in the discretion of RAMBOLL may pose a material risk to the health or safety of the employees of RAMBOLL, its affiliates or subcontractors, or circumstance beyond its reasonable control. The party relying on this provision shall give prompt notice to the other party of the event or circumstance and shall take all reasonable steps to resume performance at the earliest possible date. In the event of a Force Majeure, the time for performance of Services shall be extended by the number of days from the date notice is given until performance is able to be resumed.
16. **Other Use of Results.** Client acknowledges that deliverable documents, drawings and data in whatever form ("Documents") produced directly or indirectly through the efforts of RAMBOLL in performing Services and any analyses, recommendations, or conclusions ("Results") they contain are based upon the specific circumstances and conditions of the Project and are intended solely for use by Client in connection with the Project.

Any change or other than agreed upon use of Documents or Results shall be at the sole risk of Client. Regardless of when delivered, Documents and Results shall become the property of Client upon RAMBOLL's receipt of payment. Client agrees to defend, indemnify and hold harmless RAMBOLL from and against any and all Losses arising from Client's direct or indirect use of Documents or Results, other than in connection with Project.
17. **Suspension of Services.**
 - a) Client shall have the right to suspend all or part of the Services, provided, Client gives RAMBOLL at least seven (7) days' notice of the dates each suspension is to begin and end. In the event Client suspends Services for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by RAMBOLL in (i) preserving and documenting Services performed or in progress, and (ii) demobilizing and remobilizing Services.
 - b) In the event Client does not make timely payment of the invoiced amounts as provided herein, RAMBOLL shall in addition to its other rights, have the right, upon seven (7) days' notice, to suspend performance of all or part of the Services until (i) all past due amounts are paid, and (ii) satisfactory assurance of prompt future payment is received.

18. **Indemnification.**
 - a) Subject to paragraph 20 of these Standard Service Terms & Conditions, RAMBOLL agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, successors and assigns from Losses to the extent and in the proportion caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees, and its agents, subcontractors, successors and assigns.
 - b) To the extent and in the proportion not caused by the willful misconduct or negligent acts, errors or omissions of RAMBOLL, its directors, officers, employees or its agents, subcontractors, successors and assigns, Client agrees to defend, indemnify and hold said persons harmless from Losses arising in connection with Project.
19. **Limitation of Damages.** The parties waive any right they may have at law or in equity to demand or receive consequential or punitive damages.
20. **Liability.** The maximum liability of RAMBOLL, its directors, officers, employees and its agents, subcontractors, successors and assigns to Client pursuant to this Agreement, including paragraphs 6 and/or 18a of these Standard Service Terms & Conditions, shall be limited to Five (5) times the Agreement amount, but in no event more than \$1,000,000.
21. **Mediation of Disputes.** The parties agree to make a good faith effort to resolve any controversy, dispute or claim arising out of, or related to, this Agreement ("Dispute") by the use of alternative dispute resolution procedures provided herein, prior to, and as a condition of, commencing any action or proceeding at law or in equity. Specifically, each party agrees to provide the other prompt written notice of the specific subject(s) and/or circumstance(s) in Dispute. If the Dispute is not resolved to the mutual satisfaction of the parties within ten (10) days of receiving notice, either party may request mediation. Mediation shall be 1) by a qualified, experienced mediator agreeable to both parties as supplied by the American Arbitration Association, Endispute, Inc., or other mutually agreeable source, 2) at the earliest available date of the mediator, and 3) in the major city closest to the Project site where RAMBOLL's Services are performed or as otherwise agreed by the parties. The cost of mediation services shall be shared equally by the parties.
22. **Termination.** Either party shall have the right to terminate this Agreement without cause upon thirty (30) days' notice.
23. **Modification.** This Agreement shall not be modified or replaced, in whole or in part, except by written amendment signed by both parties.
24. **Notice.** All notices shall be given to the other party in writing by hand delivery, by express service providing proof of delivery, by facsimile transmission and/or by registered mail, postage paid, return receipt requested, at the address appearing on the first page of this Agreement or such other address as the parties shall from time to time give notice.
25. **Interpretation.** This Agreement shall be interpreted and enforced in accordance with the Laws of the State of New York except for its choice of law rules.
26. **Severability.** If any provision of this Agreement is determined or declared by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall be unaffected and shall be interpreted so as to give the fullest practicable effect to the original intent of the parties.
27. **Waiver.** Unless otherwise agreed in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
28. **Integration.** This Agreement shall constitute the entire agreement between the parties. There are no representations or other agreements, oral or written, between the parties other than as set forth in this Agreement.