



## Legislative Addendum for October 20, 2016 at 2:00PM

### **From Recessed Planning, Environmental Management and Real Property Committee:**

1. To convey property acquired by the County of Sullivan by virtue of the In Rem Tax Foreclosure proceeding for the 2014 lien year in the Town of Liberty known as LI 34.D-2-9 to County Highway 30.

### **From Executive Committee:**

2. Authorize application for funding to develop a Traffic Light and sidewalk improvements
3. Authorize contract with The Pike Company for construction of the new Sullivan County Jail
4. Authorize contract with Advanced Testing Company, Inc., for the Special Inspection Services for the Sullivan County Jail New Construction Project
5. Authorize a modification agreement to the contract with LaBella Associates D.P.C. for various services
6. Exempt Jail and Sheriff's Administration project from the Change Order Policy as defined in Resolution No. 44-07 and set a new policy specific for the project
7. Approve retroactive pay for two employees pursuant to grievances filed by Laborers' International Union Local 17
8. Authorize license agreement with Monolith Pictures
9. Reappoint Cora Edwards as Commissioner of Elections
10. Appoint Kramer to the RSVP Advisory Committee
11. Authorize contract with M&T Bank for Credit Card Processing services
12. Set stipend for coordination of duties for the Electrical Licensing Board

13. Appoint Dr. Nancy Hackett to the Sullivan County Community College Board of Trustees
14. Enact proposed local law which amends the 2013 Ethics Law
15. Authorize license agreement with the New York State Department of Motor Vehicles for CDL site.
16. Execute a second supplemental agreement for the west of the Hudson Watershed Stakeholders

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE**

**RESOLUTION TO CONVEY PROPERTY ACQUIRED BY THE COUNTY OF  
SULLIVAN BY VIRTUE OF THE IN REM TAX FORECLOSURE  
PROCEEDING FOR THE 2014 LIEN YEAR IN THE TOWN OF LIBERTY  
KNOWN AS LI35.D-2-9**

**WHEREAS**, property located in the Town of Liberty designated on the Sullivan County Real Property Tax Map as Liberty 35.D-2-9, being .43 +/- acres, located on Loomis Rd., is owned by the County of Sullivan by virtue of an Article 11 foreclosure for 2014 taxes; and

**WHEREAS**, County Highway 30 Inc. has offered to purchase said property for the sum of TEN THOUSAND (10,000.00) DOLLARS, and

**WHEREAS**, it is in the best interest of the County of Sullivan to sell the parcel privately to County Highway 30 Inc. for the amount TEN THOUSAND (10,000.00) DOLLARS because this property was not sold at previous auctions, and

**WHEREAS**, the purchaser will also be responsible for the recording fees, plus Pro Rata 2016 County/Town taxes, and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any, and

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to County Highway 30 Inc. upon payment of \$10,000.00 to the County Treasurer, plus fees for the County Clerk, plus the Pro Rata 2016 County/Town taxes and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2016.

**RESOLUTION \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE  
TO AUTHORIZE APPLICATION FOR FUNDING TO DEVELOP A TRAFFIC  
LIGHT AND SIDEWALK IMPROVEMENTS IN HURLEYVILLE.**

**WHEREAS**, NYS DOT has confirmed the eligibility of, and provided technical assistance on, an application for funding of O&W trail construction from Hurleyville to South Fallsburg, including purchase and installation of a traffic light at the Route 42 trail crossing; and

**WHEREAS**, due to some late communication from DOT on issues with demonstrating the transportation use of the O&W Trail as well as winter maintenance requirements, Center for Discovery is asking to reshape the TAP grant application to cover the Hurleyville traffic light and ADA sidewalk improvements, and

**WHEREAS**, the Center for Discovery would implement the O&W section themselves, with some assistance from Fallsburg DPW.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager and / or the Chairman of the County Legislature (*as required by the funding source award agreement*) to execute any and all necessary documents to submit an application for funding of up to \$600,000, with a commitment by the Center for Discovery of a 20% match of the project cost as required by the targeted funding source, and to execute any and all necessary documents to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

**BE IT FURTHER RESOLVED**, that in the event of an executed funding contract, the Sullivan County Legislature hereby authorizes the payment for services and materials whose costs are reimbursable under the award;

**BE IT FURTHER RESOLVED**, that should the NYS Department of Transportation funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.

**Moved by,  
Seconded by,  
and adopted on motion, \_\_\_\_ 2016**

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE AWARD & EXECUTION OF CONTRACT**

**WHEREAS**, bid proposals were received for the Construction of the New Sullivan County Jail Project, and

**WHEREAS**, The Pike Company, One Circle Street, Rochester, New York 14607, is the lowest responsible bidder for this work, and

**WHEREAS**, LaBella Associates and the Division of Public Works have reviewed said bid documents and recommend that the Legislature authorize a bid award to The Pike Company.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute a contract with The Pike Company, as follows:

- .Base Bid & Alternate No. 1 (Construction of Sheriff’s Administration and Road Patrol Building) = \$72,240,000.00
- .Add Alternate No. 2 (Resinous Flooring at Housing Pods) = \$ 51,000.00
- .Add Alternate No. 6 (Liability Insurance for Base Bid and Alternate No. 1) = \$ 286,000.00,

The Pike Company’s Subcontractors, for Base Bid and Alternate No. 1 are as follows:

.Mechanical Work	– JW Danforth	=	\$1,206,000.00
.Plumbing Work	- JW Danforth	=	\$ 559,000.00
.Electrical Work	- Matco	=	\$1,269,000.00
.Pre-Cast Cell Work	- Olde Castle (Base Bid ONLY)	=	\$5,550,000.00

**(NOTE: The Subcontractor’s pricing is included in the Base Bid & Alternate No. 1- total of \$72,240,000.00),**

in accordance with Bid No. B-16-51, said contract to be in such form as the County Attorney shall approve.

**Moved by \_\_\_\_\_,**  
**Seconded by \_\_\_\_\_,**  
**and adopted on motion \_\_\_\_\_, 2016.**

Resolution No. \_\_\_\_\_

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE AWARD & EXECUTION OF CONTRACT**

**WHEREAS**, a proposals were received for Special Inspection Services for the Sullivan County Jail New Construction Project, and

**WHEREAS**, Special Inspection Services, required by New York State Building Codes, shall include: Soil, Concrete, Masonry, Structural Steel, Fireproofing, Geotechnical Engineering, Wood, Exterior Insulation Finish Systems and Structural Insulated Panel System, and

**WHEREAS**, Advanced Testing Company, Inc., is the qualified proposer for such work, and

**WHEREAS**, the Division of Public Works, approved said proposal and recommends that a contract be executed.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute a contract with Advanced Testing Company Inc., in accordance with the Fee Proposal attached, for the contract period October 2016 through January 2019 and in accordance with RFP R-16-28, said contract to be in such form as the County Attorney shall approve.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2016.

**CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES**

Kathy Jones  
 Director  
 Sullivan County Office of Purchasing  
 September 23, 2016

Construction of New Sullivan County Jail  
 Proposal #P16\_1652

**FEE SCHEDULE**

**Technician Rates:**

Soils & Concrete* Technician, per hour .....	\$ 55.00
Masonry, Reinforcing Steel, & Fireproofing Inspector, per hour.....	\$ 55.00
Bearing Capacity Inspector, per hour .....	\$ 75.00
Storm Water & Erosion Control Inspector, per hour .....	\$ 75.00
Structural Steel & Bolting Inspector, Shop & Field, per hour.....	\$ 87.50
<i>Includes visual, magnetic particle and liquid penetrant inspection of welds</i>	
Ultrasonic Testing Inspector, Shop & Field, per hour.....	\$ 95.00
<i>Includes UT equipment usage</i>	
Professional Engineer, per hour .....	\$ 125.00
Sample Pick-up Charge, per trip .....	No Charge

\* Note: In accordance with ACI 318 Building Code Requirements for Structural Concrete, Advance Testing copies the concrete supplier on all concrete compressive strength results. If you would prefer for the supplier to not receive these results, please inform Advance Testing of this preference in writing prior to the start of the project.

*Rate is per each inspector per 8 hour day, Monday-Friday. Overtime and Saturday rates will be charged at 1.5 times the hourly rate. Any necessary travel/hotel expenses will be billed to client at cost. Hourly rate and mileage of \$0.50/mile will be assessed portal to portal. Please call Advance Testing for all contracted inspection services 24 hours in advance.*

**Equipment and Laboratory Testing:**

Nuclear Density Gauge Fee, per day .....	\$ 80.00
Soil Gradation Analysis, each .....	\$ 50.00
Wash Sieve Analysis, each.....	\$ 35.00
Full Standard or Modified Proctor Test for Soils (min. of 4 points), each .....	\$ 125.00
Compressive Strength of Advance Testing-cast Concrete Cylinders or 2x2x2 Mortar Cubes, each .....	\$ 13.75
Absorption of Masonry Units, each .....	\$ 75.00
Compressive Strength of Masonry Units, each .....	\$ 75.00
Compressive Strength of Masonry Prisms, each .....	\$ 125.00
Compressive Strength of Grout Prisms, each.....	\$ 45.00
Compressive Strength of Block, each.....	\$ 50.00
Absorption of Block, each.....	\$ 50.00

To indicate acceptance of this fee schedule for the above-mentioned project,  
 please return a signed copy to our office via email or fax at your earliest convenience.

Payment Terms: Advance Testing Company will prepare a bi-weekly bill which will set forth services rendered and other charges. The amount is due upon receipt of the bill. All amounts not paid within thirty (30) days after the invoice date shall bear an additional charge of one and one-half (1 ½) percent per month until paid.

Respectfully submitted by: Christopher Harrison  
 Proposal Accepted and Work Authorized for: Sullivan County Office of Purchasing

\_\_\_\_\_  
 Signature/Date

\_\_\_\_\_  
 Name  
 Page 2 of 4

ADVANCE \_\_\_\_\_ CLIENT \_\_\_\_\_  
 This Page Approved (initials)

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE A MODIFICATION AGREEMENT TO THE CONTRACT WITH LABELLA ASSOCIATES, D.P.C. FOR VARIOUS SERVICES**

**WHEREAS**, pursuant to Resolution No. 8-06 adopted by the Sullivan County Legislature on January 26, 2006 the County of Sullivan (“County”) entered into a contract with LaBella Associates, D.P.C (“LaBella”) dated March 27, 2007 (“Original Contract”), and

**WHEREAS**, the Original Contract provided for LaBella to perform professional services, including architectural and engineering services, to the County in regard to the proposed construction of a new County Jail, and

**WHEREAS**, additional services not included in the Original Contract have been and will continue to be requested by the County, said additional services are as follows:

1. Design and construction administration of the Sheriff’s Administration
2. Conformed bidding and record drawings of the Jail and Sheriff’s Administration
3. New York State Energy Conservation Construction Code Commissioning Services for Jail and Sheriff’s Administration
4. Off-Site Utility Design and Contraction Administration Services for Jail and Sheriff’s Administration and Resident Engineering Services

**WHEREAS**, in order to acquire the above mentioned services and authorize payment of the additional fees the County and LaBella can enter into a Modification Agreement.

**NOW, THEREFORE BE IT RESOLVED**, that the County Manager is hereby authorized to execute a Modification Agreement with LaBella for the additional services not included in the Original Contract that are now being requested by the County, said additional services are as follows:

1. Design and construction administration of the Sheriff’s Administration, at a cost not to exceed \$123,000, as detailed in schedule A
2. Conformed bidding and record drawings of the Jail and Sheriff’s Administration, at a cost not to exceed \$20,000, as detailed in schedule A
3. New York State Energy Conservation Construction Code Commissioning Services for Jail and Sheriff’s Administration, at a cost not to exceed \$125,000, as detailed in schedule B
4. Off-Site Utility Design and Contraction Administration Services for Jail and Sheriff’s Administration and Resident Engineering Services, at a cost not to exceed \$460,867 and \$100,000, respectively, as detailed in schedule C



"Schedule A"

July 11, 2016

Mr. Joshua A. Potosek  
County Manager  
Sullivan County Government Center  
100 North Street  
Monticello, New York 12701

Re: Architectural/Engineering Construction Administration & Construction Management  
Additional Services  
1) New Sullivan County Sheriff Administration & Road Patrol Addition – Bid Alternate Services  
2) Conformed Bidding Documents for Construction & Final Record Drawings  
**LaBella Project #206049**

Dear Mr. Potosek:

As requested, these fees are for bidding, construction administration, and construction management phases only. Under a previous proposal, the LaBella team has already completed the schematic, design development, and construction document design services for this bid alternate.

This proposal is based on construction of the jail and this bid alternate all being completed at the same time to maximize efficiency of joint construction meetings, on-site visits, and completing all necessary shop drawings and submittal reviews. If the county chooses to postpone this effort until after the jail construction is complete, then some additional fees will be necessary because the team would have to re-mobilize and staff the construction phase of services as a standalone project.

Also as part of this proposal, Sullivan County has asked the LaBella team to provide record drawings of the as-built condition following the completion of construction. This will be based on red lines provided by the contractors during the course of the project. The final deliverable will be CAD drawings and a PDF copy of all construction drawings; specifications will be excluded.

To assist the contractors at the beginning of the project, this effort will also include a conformed set of drawings and specifications that include all addendum items that have been issued during the bidding phase. This set of documents will be turned over to the county and to all contractors prior to the start of construction.

## **BASIC SERVICES**

LaBella assembled its scope of services based on the efforts that were completed with the Sheriff's Office to establish the basic programmatic requirements for this alternate. In general, these include the following professional scope of services for a +/- 22,000 SF new Sheriff's Administration & Road Patrol Addition (as a design bid-alternate) with a construction cost in the range of \$8 to \$9 million dollars.

a) Schematic Design Phase  
Completed.

b) Design Development Phase  
Completed.

c) Construction Documents Phase  
Completed.

d) Bidding Phase, A/E and CM

Based on our prime agreement, the Architect shall, for this bid alternate following the Owner's approval of the Construction Documents and of the latest estimate of Construction Cost, assist the Owner in obtaining bids and assist in preparing contracts for construction. The Architect shall assist in issuing bidding documents to bidders and conducting pre-bid conferences with prospective bidders. The Architect shall respond to questions from bidders and shall issue necessary addenda.

e) Construction Administration Phase, A/E and CM

Based on our prime agreement, the Architect shall, for this bid alternate, be a representative of and advise and consult with the Owner during construction until final payment to the contractors is due. The Architect shall visit the alternate portion of the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents.

Similar to the base project, for this bid alternate, the Architect shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, since these are the contractors' responsibility under the Contracts for Construction.

Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective contractors. The Architect shall review and approve or take other appropriate action upon contractors' submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change

Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

#### **OTHER PROFESSIONAL SERVICES**

##### **f) Furniture, Fixtures & Equipment and Signage Coordination in the Bidding and Construction Administration Phase of Services**

Following up on the design services that will be completed in 2017, this effort will include working with the county on preparing the necessary bid package or purchase order for the loose furniture as part of the bid alternate. This effort also includes typical construction administration phase services of answering requests for information, the shop drawing process, field reviews, and final punch list of all of the installed furniture.

#### **CONFORMED BIDDING DOCUMENTS FOR CONSTRUCTION & FINAL RECORD DRAWINGS**

1. From a quality control perspective to ensure that all of the contractors have all of the bidding information along with all addendum information at the beginning of the construction phase project, LaBella to provide a conformed set of drawings and specifications that includes all addendum items that have been issued during the bidding phase. This set of documents, in PDF form, will be turned over to the county and to all contractors prior to the start of construction.
2. Final "as-built" record drawings drawn from contractor supplied redlines. Deliverable would include (1) set of paper drawings and (1) set of electronic drawing files on compact disk. The electronic files shall be in an Auto Cad format mutually agreed upon between LaBella and the county. The file format shall contain separate layers, appropriate to the Project.

#### **ADDITIONAL SERVICES FEE SUMMARY**

Professional services to provide CA and CM services for this bid alternate will be an additional Fixed Fee to the project based on the scope of work as outlined above. As noted, these services are for Bid, CA and Construction Management services only. The total fixed fee to provide this service is: **\$123,000.**

Professional services to provide conformed bidding documents for construction & final record drawings of the as-built conditions as outlined above. This scope of work is for both the base bid documents and the bid alternate documents. The total fixed fee to provide this service is **\$20,000.**

#### **Reimbursable Expenses**

This fixed fee also includes miscellaneous expenses related to travel expenses (lodging, mileage, meals, etc.). As applicable, all other expenses not mentioned here will be invoiced to the county at our cost.

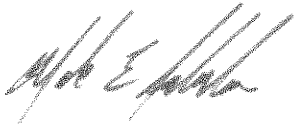
	<b>Lump Sum Fee</b>
Bidding and Construction Administration Phase	\$123,000
Conformed Bidding & Record Drawings	\$20,000
<b>Additional Professional Fee for the Project</b>	<b>\$143,000</b>

It is proposed that these Professional Services will be an amendment to our current Agreement, dated March 27, 2007. All other terms and conditions remain in full effect. If this amendment is acceptable, please execute by signing two (2) copies of the Acceptance listed below and return one (1) signed copy to our office. This will serve as our agreement for the proposed additional services.

After you review this information, please do not hesitate to call me with any questions or comments as we work towards this amendment to our contract with Sullivan County.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.



Mark E. Kukulka, AIA  
Client Manager

cc: Edward McAndrew, PE, Commissioner of Public Works  
Sheriff Michael Schiff  
Robert Healy, President, LaBella Associates

**Sullivan County Acceptance:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**LaBella Associates, D. P.C.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

"Schedule B."

300 State Street, Suite 201 | Rochester, NY 14614 | p 585.454.6110 | f 585.454.3066 | www.labellapc.com

May 4, 2016

Joshua A. Potosek, County Manager  
Sullivan County Office Building  
100 North St.  
Monticello, NY 12701

**RE: Sullivan County Jail – Code Required Commissioning Services**

Dear Josh:

LaBella Associates, D.P.C. is pleased to submit the following proposal to Sullivan County to provide commissioning services required by the New York State Energy Conservation Construction Code adopted on January 1, 2015. LaBella is confident that we will develop a product that will be of value to Sullivan County. This proposal outlines our understanding of the commissioning scope and associated fees.

**SCOPE OF SERVICES**

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The scope of Commissioning (Cx) services will be provided at a level required to comply with the State Energy Conservation Construction Code. Commissioning is required to be completed on mechanical HVAC systems (including smoke control system) and lighting control systems. The scope includes completion of the following items:

**Commissioning Plan:** Provide a description of activities to be performed, identify responsibilities of Cx team members, list equipment and systems to be commissioned, describe testing to be completed, identify functions to be tested, and provide measurable performance criteria.

**Pre-Functional Testing:** This phase will confirm installation and readiness for the functional testing phase. Contractors will complete pre-functional checklists provided by the commissioning authority. This process involves confirmation by the commissioning authority that occurs both during construction and prior to Functional Performance Testing. Equipment start-ups and Testing, Adjusting, and Balancing (TAB) should be completed during the Pre-Functional Testing phase.

**Functional Performance Testing:** Functional testing involves confirmation of all modes of system operation, verifies back-up systems, alarms are operational, and is primarily focused on confirmation that systems are controlled in accordance with the designed sequences of operation.

**Preliminary and Final Commissioning Reporting:** Reporting must be provided that itemize testing deficiencies, discuss the testing results, and summarize testing procedures.

**Review of Completed Construction Documentation:** As-Built drawings, Operation and Maintenance Manuals, Building Management System Controls information, and completed Testing and Balancing Reports are all items that will be reviewed and verified to have been provided prior to completion of construction. A systems manual

will be created as part of the commissioning process providing a narrative of intended system operation and recommended set points.

**Smoke Control System Commissioning:** Testing of smoke control system will include pre-functional and functional performance testing on components of the system as well as the system as a whole. A specific report documenting testing of the smoke control system will be provided separately from the commissioning report.

The following services will also be provided in order to satisfy the above code required commissioning items:

- Conduct a commissioning kick-off meeting at the start of construction and periodic commissioning meetings throughout construction. Six (6) commissioning meetings are included in this proposal.
- Field visits will be completed periodically throughout construction. Twenty (20) field visits are included in this proposal.

#### ASSUMPTIONS AND EXCLUSIONS

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- Building envelope commissioning is not included in this scope of services.
- Only HVAC systems and any lighting control systems will be commissioned no other equipment or systems will be commissioned.
- Commissioning services will be completed in conformance with design document specifications and code requirements.
- Smoke control system testing will be completed with assistance from test and balance company contracted by mechanical contractor and fire alarm installer.

#### FEE

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LaBella Associates, D.P.C. will provide professional commissioning services as outlined in the "Scope of Work" for a **LUMP SUM FEE of \$125,000**. This fee includes all expenses such as travel and printing. If the Sheriff's Administration Building Alternate is not accepted \$15,000 can be deducted resulting in a **LUMP SUM FEE of \$110,000**.

If you have questions, please contact me directly at (585) 295-6209 or cbernhard@labellapc.com. Thank you for this opportunity and we look forward to working with Sullivan County toward the successful completion of the commissioning process.

Sincerely,

**LABELLA ASSOCIATES, D.P.C.**



Casey Bernhard, PE, LEED AP  
Mechanical Discipline Leader

Cc: M. Kukuvka, AIA – Client Manager  
L. Erskine – Commissioning Agent

"Schedule C"

July 11, 2016

Mr. Joshua A. Potosek  
County Manager  
Sullivan County Government Center  
100 North Street  
Monticello, New York 12701

Re: Architectural/Engineering & Construction Management Additional Services  
Off-Site Utility Design and Construction Administration Services  
**LaBella Project #206049**

Dear Mr. Potosek:

As requested, LaBella Associates, D.P.C. along with our sub-consultants, Shumaker Consulting Engineering and Landscaping, and LeChase Construction Services, is pleased to submit this proposal for additional off-site utility design services for the Sullivan County Jail project.

For this proposal it is LaBella's understanding that Sullivan County has decided on constructing a municipal water and sanitary sewer service that will be provided to the selected jail site based on the routes selected by the county from the engineering reports prepared by Shumaker Consulting Engineers in 2009 and 2015. The selected option for the water system is Route Alternative 3, crossing New York State Route 17/I87, with a ground reservoir water tank located at the jail site. Facilities for water main connections, pipeline route, highway crossing, a ground level water storage tank, and an off-site booster pumping station will be included in the preparation of final bidding documents. The selected option for the sanitary sewer service is Route Alternative 3, crossing New York State Route 17/I87, with an on-site sanitary pumping station and force main.

Together with Shumaker Consulting Engineering and Landscaping and LeChase Construction Services, this proposal includes the necessary engineering services for the water supply mains, booster pumps, ground level storage tank, sanitary force main, and sanitary pump station. This proposal also includes the required services for survey, construction administration, construction management, geotechnical services and on-site observations during construction.

## SCOPE OF SERVICES

For the detailed scope of services to be provided, please see attached proposal from Shumaker Consulting Engineering and Landscaping, dated July 7, 2016. Where noted throughout this proposal, LaBella Associates will be providing supporting architectural, structural, plumbing, and electrical engineering services for the off-site booster pump station, the ground mounted water storage tank, the water pump house, on-site sanitary pumping station, and the emergency generator design. During the construction phase, LeChase Construction Services will be providing the necessary construction management services as part of this proposal.

Note: This proposal does not include any work associated with the necessary site acquisition of property necessary for the off-site booster pumping station for the water system. If needed, this service can be added as an additional scope of work item.

## ADDITIONAL SERVICES FEE SUMMARY

For the design and construction management of the sewer and water services for the Sullivan County Jail project, please note the summary of the proposed project fees by phase as listed below. As requested, the resident engineering services will be invoiced on an hourly basis with a not-to-exceed fee as listed below. Also, as per our contract, the geotechnical services will be provided at cost with no markup.

### Reimbursable Expenses

The lump sum fees listed below also include miscellaneous expenses related to travel expenses (lodging, mileage, meals, etc.). As applicable, all other expenses not mentioned here will be invoiced to the county at our cost. The hourly not-to-exceed fee listed below will invoice reimbursable expenses at cost.

	<b>Lump Sum Fee</b>
Survey	\$32,491
Design Phase – Shumaker	\$252,544
Design Phase – LaBella	\$31,750
Geotechnical Services	\$59,935
Bidding Phase – Shumaker	\$9,803
Construction Administration - Shumaker	\$62,364
Construction Administration – LaBella	\$11,980
<b>Additional Professional Fees for Design/CA/CM</b>	<b>\$460,867</b>
Resident Engineer - Shumaker	\$388,320 (Hourly NTE)
<b>Additional Professional Fees for the Project</b>	<b>\$849,187</b>

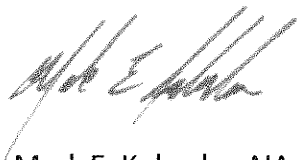


It is proposed that these Professional Services will be an amendment to our current Agreement, dated March 27, 2007. All other terms and conditions remain in full effect. If this amendment is acceptable, please execute by signing two (2) copies of the Acceptance listed below and return one (1) signed copy to our office. This will serve as our agreement for the proposed additional services.

After you review this information, please do not hesitate to call me with any questions or comments as we work towards this amendment to our contract with Sullivan County.

Respectfully submitted,

LABELLA ASSOCIATES, P.C.



Mark E. Kuvuka, AIA  
Client Manager

cc: Edward McAndrew, PE, Commissioner of Public Works  
Sheriff Michael Schiff  
James Cummings, PE, Shumaker Consulting Engineering & Land Surveying, DPC  
Robert Healy, President, LaBella Associates, DPC

**Sullivan County Acceptance:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

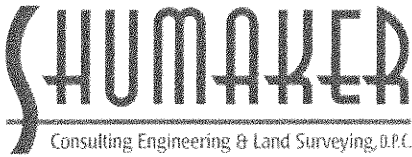
Dated: \_\_\_\_\_

**LaBella Associates, D. P.C.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



July 7, 2016

Mr. Mark E. Kukuvka, A.I.A.  
LaBella Associates, PC  
300 State Street  
Rochester, NY 14614

Re: Sullivan County Jail - Site Design Additional Services  
Off-Site Utilities  
Sullivan County, New York

Dear Mr. Kukuvka:

Shumaker Consulting Engineering & Land Surveying, D.P.C. (SCE) is pleased to submit this proposal for Additional Site Design tasks for the referenced project. The following are the SCE Project Understanding, Scope of Services and Compensation with Terms and Conditions.

## I. PROJECT UNDERSTANDING

Sullivan County proposes to construct a new jail facility located on a parcel of land near the Village of Monticello, north of NYS Route 17/186. Municipal water and sanitary sewer service will be provided to the site based on the routes selected by the county from the Engineering Reports prepared by SCE in 2009 and 2015. The selected option for the water system is Route Alternative 3 (across NYS Route 17/186) with ground reservoir water tank. Facilities for water main connections, pipeline route, highway crossings, a ground level water storage tank, and an off-site booster pumping station will be included in the preparation of final bid documents. The Selected Option for the sanitary sewer service is Route Alternative 3 (across NYS Route 17/186), with an on-site sanitary pump station and force main.

LaBella has requested that SCE provide a proposal to provide the necessary engineering services for the water supply mains, booster pumps, and ground level storage tank, sanitary force main and sanitary pump station. The proposal includes those services additionally it includes survey, construction administration and observation and geotechnical services.

This agreement will cover scope and fee providing the design of the water and sewer connections. SCE understands that Labella has entered into a contract with Sullivan County (County) and SCE will be bound by the terms of that prime contract.

## II. SCOPE OF SERVICES

### A. Land Survey

#### 1. Topographic Survey

SCE will provide terrain data required for design by means of a topographic field survey. The mapping limits will include the area as depicted on the attached survey limits map.

BINGHAMTON, NY  
143 Court Street  
Binghamton, NY 13901  
607-798-8081 • Fax 798-8186

UTICA, NY  
430 Court Street, Suite 101  
Utica, NY 13502  
315-724-0100 • Fax 724-3715

ALBANY, NY  
1510 Central Avenue, Suite 330  
Albany, NY 12205  
518-452-5730 • Fax 452-9230

MONTROSE, PA  
16501 State Route 706, Suite 4  
Montrose, PA 18801  
570-432-0024 • Fax 432-0024

The field survey shall include the collection of planimetric and topographic features for the development of 2D and 3D mapping. Critical terrain features will be surveyed for the development of a digital terrain model (DTM) to generate contour lines at 1-foot intervals. Critical terrain features will be located at a 50-foot topographic survey interval. DTM shots/data may be collected with conventional total station measurements and/or RTK GPS. RTK GPS locations will be limited to soft surfaces.

Horizontal coordinate values will be based on the New York State Plane Coordinate System Eastern 1 Zone, North American Datum of 1983 (NAD 83). Vertical coordinate (elevations) values will be referenced to the North American Vertical Datum of 1988 (NAVD 88). For estimating purposes, it has been assumed that horizontal coordinates will be established on eight (8) additional baseline stations and vertical coordinates will be established on four (4) additional benchmarks at the site. RTK GPS methodology will be used to establish horizontal control coordinates on survey control stations. Differential leveling procedures will be used to establish vertical control/benchmark elevations.

SCE will provide base mapping developed at a 1"=50' horizontal scale with 1-foot contour intervals. Site mapping deliverables shall consist of hard copy and digital files of the base mapping. Digital files will be in AutoCAD Civil 3D file format. Units of measurement and mapping will be US Customary (feet).

## 2. Utility Survey

Utilities within the survey limits will be included in the survey and mapping effort. Utility mapping will be prepared to the American Society of Civil Engineers (ASCE) Utility Quality Level (QL) C.

Field survey will be conducted to identify and locate overhead and underground utilities. Surface evidence of underground utility systems including valves, meters, release valves, manholes, and shutoffs will be located. Overhead utility lines and connections will be obtained.

Surface evidence and features of storm and sanitary sewer drainage systems will be located. Invert elevations of underground pipes and structures will be required. It has been assumed that fifteen (15) structures existing within project limits that will require rim and invert elevations. Structure information will be ascertained from above ground only. No attempt will be made to enter any structure.

Utility owners will be contacted to procure pertinent record plans and information to assist in placing approximate utility locations. A review and comparison of utility records and field locations will be performed to map utility line locations throughout the survey limits.

NOTE: Utility mapping will depict surface evidence of utilities and underground utility mapping prepared to ASCE QL C. Subsurface delineation of utilities has not been included as part of this proposal.

NOTE: No construction stakeout survey has been included in this proposal.

### 3. Right of Way Survey

The existing road(s) Right-of-Way (ROW) and approximate property lines will be placed within the mapping limits (See attached survey limits map). Records research will be conducted to obtain record documents (deeds, maps, record plans, etc.). It is assumed that research will be performed to obtain local town, village and county records. Field survey will be conducted to locate ROW and property line evidence.

ROW and approximate adjacent property linework and annotations will be included in the digital design mapping deliverables. A separate boundary map will not be required.

NOTE: It is understood and assumed that land surveying support and/or services will not be required for the annexation of property.

### 4. Deliverables

Project deliverables shall include hard copy plots of prepared mapping and digital CADD files in AutoCAD Civil 3D file format.

## B. Civil Design

### 1. General

#### a. Water System

Sullivan County has opted to obtain water service from the Village of Monticello with a connection to an 8" main on Raceway Road near Jefferson Street.

#### b. Water Main

Approximately 2500 lf of 8" pipe will be needed between the connection at the Village main and the proposed on-site water tank. The routing of the new main will require crossing CR 174, NYS Routes 17/186 and 17B, and Jefferson Street. It is anticipated that the highway crossings will be accomplished using either horizontal directional drilling or conventional auger boring techniques. If allowed by the Village, the crossing of Jefferson Street will be installed by open cut; otherwise it will be auger bored.

#### c. Off-Site Booster Station

Ten States Standards Section 8.2.1 requires a minimum of 20 psi at ground level at all points in the distribution system under all flow conditions. The existing residual pressure at the proposed connection point is reported by the Village to be 36 psi. Hydraulic modelling indicates that the available residual pressure will be

about 20 psi after the new resort casino is connected to the system. Approximately 26 psi will be required to fill the on-site tank to the proposed high-water level. Since the available residual pressure is insufficient to fill the proposed tank and maintain the required 20 psi residual pressure a booster station will be needed to fill the tank.

d. On-Site Water Storage

A 320,000 gallon ground reservoir will be required to provide storage for fire-fighting and potable water.

e. On-Site Pumping Facilities

An on-site pump house will be required for domestic water booster pumps & controls, a fire service pump & controls, re-chlorination system, and backflow prevention devices.

f. Sanitary Sewer

Sullivan County has opted to connect to the Village of Monticello sanitary sewer system. An on-site pump station will convey sewage to an existing 8" gravity sewer on Jefferson Street near Raceway Road.

g. Sanitary Pump Station

A duplex pump station with each pump capable of handling the peak hourly flow rate of 250 gallons per minute is required.

h. Forcemain

Approximately 2500 lf of 4" or 6" forcemain will be required to connect the pump station to the Village gravity sewer system on Jefferson Street. The routing of the forcemain will roughly parallel that of the water main and will require similar roadway crossings.

2. Scope of Work – Design

a. Water System

Design Criteria:

- i. Title 10 Health (A) NYCRR (Codes, Rules and Regulations of the State of New York), Chapter 1 (State Sanitary Code), Part 5, Drinking Water Supplies.
- ii. Recommended Standards for Water Works, 2012 Edition, Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (Ten States Standards).
- iii. American Water Works Association (AWWA) Standards.

b. Water Main

i. SCE will prepare schematic level (35%) plans and profiles for the water main from the Village distribution system connection point to the on-site tank and submit them to Sullivan County for review.

ii. SCE will address any review comments and revise the plans for resubmission to the County.

iii. Upon County approval of the schematic level plans SCE will begin coordination with NYSDOT Region 9 for work within the NYSDOT right-of-way. It is anticipated that a NYSDOT Highway Work Permit will be required.

iv. SCE will prepare work zone traffic control plans for work in and along NYS Rte. 17B, Jefferson Street and Raceway Road.

v. SCE will prepare work zone traffic control plans for shoulder closures anticipated to be required for pipe boring operations at CR 174 and NYS Rte. 17.

vi. SCE will address DOT review comments and will progress the plans to preliminary level (65%) and submit them to the County, DOT and DOH for review.

vii. SCE will address review comments and prepare final design plans, profiles, details, and specifications.

c. Off-Site Booster Station

The County will need to acquire a site for the booster station between the connection point on Raceway Road and south of NYS Rte. 17. The site may be in an existing right-of-way or on private property purchased by the County. The booster station can be either above ground or below ground keeping in mind that cost and maintenance factors strongly favor an above ground installation. SCE has not included any work for site acquisition support in this proposal. If needed, SCE will provide support for an additional fee.

i. SCE will coordinate allowable pumping rates and tank filling schedule with the Village of Monticello Water Department.

ii. SCE assumes that the Village of Monticello will provide up to date flow test data for a hydrant near the proposed connection point.

Furthermore SCE assumes that the Village will make any relevant hydraulic modeling data available.

iii. SCE will perform final hydraulic calculations for the system using data provided by the Village of Monticello.

iv. SCE anticipates that the pumps will operate on a timer system during off-peak hours and will communicate with a tank level transducer via radio telemetry to turn the pumps off upon receiving a high water level signal.

v. SCE will prepare schematic level (35%) plans for a packaged booster station and submit them to Sullivan County for review.

vi. SCE will address any review comments and progress the plans to preliminary level (65%) and submit them to DOH for review.

vii. SCE will address DOH review comments and prepare final design plans, details, and specifications.

viii. SCE assumes that Labella will provide a foundation design, electrical design and radio telemetry design for the booster station with input from SCE.

ix. A standby generator will be required – SCE will include it in the site plan and assumes that Labella will provide technical specifications and electrical design.

x. No sanitary or storm water sewer system design is anticipated to be required for the booster station and none is included in this proposal.

d. On-Site Water Storage

i. SCE will provide specifications and site/civil design including site plan, final grading plan, and erosion and sedimentation control plan for the installation of the ground storage reservoir. Tank specifications will be based on AWWA D103, Factory-Coated Bolted Carbon Steel Tanks.

ii. SCE will provide plans and specifications for a tank mixer to prevent stagnation and thermal stratification, a tank level sensor/transducer, and a valve vault for inlet pressure-sustaining/check valve and outlet isolation and drain valves.

iii. It is assumed that the tank supplier will design the foundation using recommendations from the geotechnical engineering report.

iv. It is assumed that Labella will provide structural review of the foundation design, electrical design for the mixer and level transducer, and radio telemetry design for communication with the off-site booster station.

v. SCE will coordinate metering requirements with the Village of Monticello Water Department. SCE anticipates that a meter vault with bypass will be required at the tank inlet and has included the preparation of plans and specifications herein.

vi. Plans will be progressed from schematic phase to preliminary to final construction documents with submittal to the County for review at each step and submittal to DOH at the preliminary phase and for final approval.

e. On-Site Pumping Facilities

i. SCE will prepare preliminary plans, details and specifications for the installation of a packaged diesel fire pump, a packaged triplex domestic water booster station, and a storage tank re-chlorination system.

ii. Plans will include all necessary piping and accessories between the storage tank, pump house, and site piping connection points.

iii. Design of building sanitary sewer and house water piping will be included along with an emergency shower/eyewash station with point of use water heater and tempering valve. (Sanitary sewer is for chlorine analyzer sample waste stream and shower / eyewash drain – no restroom facilities are anticipated or included.)

iv. SCE anticipates the use of two (2) 4-inch reduced pressure zone backflow prevention assemblies for domestic water service. This will allow one device to be taken off-line for annual certification testing while maintaining constant flow to the jail.

v. SCE anticipates that the fire protection system will be AWWA Class 3 requiring the use of a double check valve assembly for backflow prevention.



vi. SCE will prepare the required backflow prevention plans, engineering report, and application (DOH form 347) and submit four (4) copies to the Village of Monticello Water Department / DOH for approval.

vii. SCE assumes the re-chlorination station will use either sodium hypochlorite (liquid bleach) or calcium hypochlorite (granules or tablets) as a disinfectant and no work associated with a gaseous chlorine feed system is included. The system will be used to maintain the required free chlorine residual in the storage tank and will operate on a feedback control system using a chlorine residual analyzer and chemical metering pumps. Design and specifications for the re-chlorination system will be by SCE.

viii. SCE assumes that Labella will provide architectural, structural, electrical, and HVAC design for the pump house with input from SCE on size and arrangement of equipment. The building will contain a diesel engine for the fire pump and will require automatic louvers for combustion and cooling air interlocked to the pump controls. It is assumed that Labella will incorporate the louvers into their building design with input from SCE.

ix. SCE anticipates that the fire pump will include a skid-mounted day tank for fuel storage and that no auxiliary fuel storage design will be required.

x. SCE assumes that LaBella will provide final design point (required pressure and flow rate) at the Jail connection point for specification of the fire pump.

xi. Plans will be progressed from schematic phase to preliminary to final construction documents with submittal to the County for review at each step and submittal to DOH at the preliminary phase and for final approval.

f. Sanitary Sewer

Design Criteria

i. Recommended Standards for Wastewater facilities, 2014 Edition, Great Lakes – Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers (Ten States Standards).

g. Pump Station

i. SCE will perform final hydraulic analysis for sizing the pump station.

ii. SCE anticipates the use of an above ground pump station with self-priming pumps for ease of maintenance and to reduce the need for confined space entry.

iii. SCE will prepare plans, details, and specifications for a packaged duplex sewage pump station.

iv. Plans will be progressed from schematic phase to preliminary to final construction documents with submittal to the County for review at each step and submittal to DEC Region 3 Water Quality Division in New Paltz at the preliminary phase and for final approval.

v. SCE assumes that Labella will provide a foundation design and electrical design for the pump station with input from SCE.

vi. SCE assumes the pump station will be connected to the site standby generator for emergency power.

#### h. Forcemain

i. SCE will prepare plans, profiles, details and specifications for the forcemain from the pump station discharge to the connection point with the Village of Monticello 8" gravity sewer on Jefferson Street.

ii. Plans will be progressed from schematic phase to preliminary to final construction documents with submittal to the County for review at each step and submittal to DEC and DOT at the preliminary phase and for final approval.

iii. SCE assumes that meetings with DOT Region 9 regarding the forcemain highway crossings will be done concurrently with the water main crossings.

### 3. Meetings

a. SCE will attend up to four meetings in Sullivan County for project coordination and review.

b. SCE assumes two meetings will be held with DOT at Region 9 headquarters in Binghamton.

### 4. Specifications and Contract Documents

a. Specifications will be in CSI Master Spec format.

b. Front end documents (bidding and contractual) will be prepared by LaBella.

5. Geotechnical Investigation and Report

- a. SCE will subcontract with QA QC Labs to provide geotechnical soil borings and geotechnical engineering report which will be used for design of the utility crossings and other features.

6. NYSDOT Highway Work Permit

- a. SCE will complete a NYSDOT Highway Work Permit For Utility Work (form PERM 32) on behalf of Sullivan County.
- b. SEQRA has been approved by the County. It is assumed SCE will be provided a copy of the SERA Negative Declaration.
- c. SCE will provide Work Zone traffic control details and notes for work along NYS Route 17.
- d. SCE will coordinate the work permit with NYSDOT Region 9 to ensure all requirements are met.
- e. SCE will make edits to the design plans and details as required by NYSDOT comments.
- f. SCE assumes the County or selected contractor will provide all bonds and insurance required by the permit.
- g. SCE assumes the County will pay all permit fees if required.

**C. Bid Phase Services**

SCE will assist the County in advertising the project for competitive bid. Services will include:

1. Provide a master set of water and sanitary sewer plans and technical specifications to LaBella for printing and distribution. It is assumed that the water supply and sanitary sewer conveyance work will be bundled into a single utility bid package.
2. SCE will attend, with LaBella, one (1) pre-bid meeting relative to the water supply and sanitary sewer conveyance bid package.
3. SCE will address water supply and wastewater conveyance questions raised by the prospective bidders.
4. SCE will prepare addenda information for LaBella, if necessary.
5. SCE will assist LaBella with the review of the water supply and sanitary sewer conveyance bids received.

#### **D. Construction Phase Services**

1. SCE will attend, with LaBella, a pre-construction meeting relative to the water supply and sanitary sewer conveyance work.
2. SCE will review shop drawings and submittals for work related to the water supply and sanitary sewer conveyance contract.
3. SCE will address technical questions relative to the water supply and sanitary sewer conveyance contract raised by the Contractor and/or County.
4. SCE assumes that SCE project manager will attend up to 8 bi-weekly job meetings in Sullivan County. A representative from SCE's design team will conduct eight (8) interim site visits in order to provide assistance of the water supply and sanitary sewer conveyance work, including pressure testing and disinfection of the water main.
  - a. In addition, additional site visits are planned for the following major items:
    - i. Highway borings.
    - ii. Water tank disinfection and filling.
    - iii. Jail pump house startup.
    - iv. Off-site booster pump station startup.
    - v. Sewage pump station start up.
5. SCE will prepare record drawings at the completion of the water supply and sanitary sewer conveyance construction. If SCE assumes it will provide record plans for the sheets that it originally developed and LaBella will provide the record drawings for their sheets.
6. Shumaker Consulting Engineering & Land Surveying, D.P.C. (SCE) will provide a Resident Engineer to provide full-time construction observation services with the following scope and assumptions:
  - a. SCE will provide a Resident Engineer, NICET IV or equivalent.
  - b. SCE assumes construction will start in 2017.
  - c. SCE assumes construction duration of twelve (12) months.
  - d. SCE has included 10 hours per week for 50 weeks (500 hours) of overtime for the Resident Engineer.
  - e. SCE assumes that materials testing will be by others.
  - f. SCE assumes that a field office fully equipped will be provided.

#### **E. Others**

1. AUTOCAD 2014 format files will be used.

### **III. PROJECT SCHEDULE**

The above Scope of Services will be completed within a mutually acceptable period of time.

#### IV. COMPENSATION

- a. SCE's compensation to provide the professional engineering services outlined in Scope of Services Section II.A is a lump sum fee of \$32,491.00.
- b. SCE's compensation to provide the professional engineering services outlined in Scope of Services Section II.B is a lump sum fee of \$252,544.00.
- c. QCQA Laboratories compensation to provide the professional services outlined in Scope of Services Section II.B.6 is a lump sum fee of \$59,935.00.
- d. SCE's compensation to provide the professional engineering services outlined in Scope of Services Section II. C is a lump sum fee of \$9,803.00.
- e. SCE's compensation to provide the professional engineering services outlined in Scope of Services Section II.C.1.-5 is a lump sum fee of \$62,364.00.
- f. SCE's compensation to provide the professional engineering services outlined in Scope of Services Section II.C.6 is a not-to-exceed fee of \$388,320.00.
- g. Payment for the work will be due monthly on the basis of statements submitted by the Engineer for the work performed during that period.
- h. Additional services or visits beyond the Scope of Services will be considered extra work and will necessitate additional compensation.

#### V. TERMS AND CONDITIONS

Terms and Conditions of the Prime and Subconsultant Agreement shall be enforced.

If this proposal is satisfactory to you, please sign two (2) copies of this letter in the space provided and return one (1) copy to this office, which will be our authorization to proceed.

Thank you for the opportunity to submit our proposal. We are available, at your convenience, to discuss any questions you may have.

Very truly yours,

SHUMAKER CONSULTING ENGINEERING  
& LAND SURVEYING, D.P.C.

  
James M. Cummings, P.E.  
Senior Project Engineer

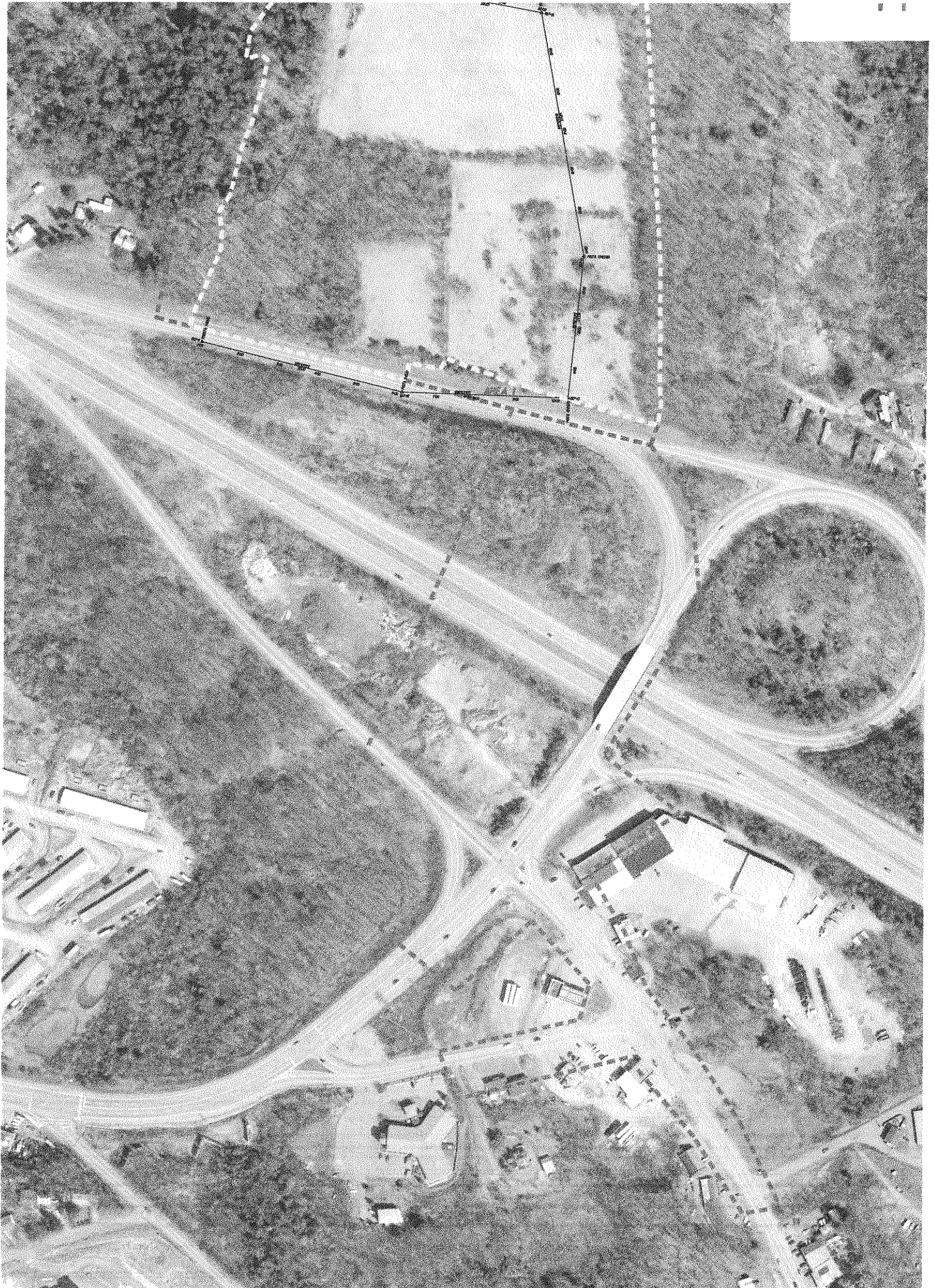
Enclosure

ACCEPTED AND APPROVED

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO EXEMPT THE JAIL AND SHERIFF'S ADMINISTRATION PROJECT FROM THE CHANGE ORDER POLICY AS DEFINED IN RESOLUTION NO 44-07 AND SET A NEW POLICY SPECIFIC FOR THE PROJECT**

**WHEREAS**, Sullivan County ("County") enters into numerous agreements, including, but not limited to, engineering and construction contracts, that require change orders from time to time, and

**WHEREAS**, resolution 44-07 as adopted by the Sullivan County Legislature on February 15, 2007 amended resolution 655-99 set a policy for Contract Change Orders ("Policy") for the County, and

**WHEREAS**, the existing Policy allows the County Manager to authorize one or more change orders for a contract provided that the change order(s) do not exceed, in the aggregate, the lesser of 10% of the original contract price or \$100,000, and

**WHEREAS**, the existing Policy requires that in the event of any change order by itself or together with other change orders(s) exceeds, in the aggregate, the lesser of 10% of the original contract price or \$100,000 said change order(s) must be approved by resolution of the County Legislature, and

**WHEREAS**, the County Manager and Commissioner of Public Works recommend that the existing Policy remain in place for all projects except for the Jail and Sheriff's Administration Project ("Project"), and

**WHEREAS**, the Project is estimated to take two years to complete and have construction costs of approximately \$73,000,000 with a \$1,000,000 construction contingency built into the contract, and

**WHEREAS**, a maximum change order amount of \$100,000 is unrealistic for a project of this magnitude and will result in costly delays.

**NOW, THEREFORE BE IT RESOLVED**, that the Project is exempt from the Policy as defined in resolution 44-07, and

**BE IT FURTHER RESOLVED**, that the following policy is hereby adopted to govern change orders for the Project:

1. The general construction contract executed for the Project may be amended by one or more change orders if signed by the Commissioner of Public Works, Commissioner of Management and Budget, and the County Manager provided that the change order does not exceed \$25,000 individually and that the change orders do not exceed in the aggregate \$1,000,000.
2. In the event that any individual change order exceeds \$25,000 or if change orders in the aggregate exceeds \$1,000,000 said change order(s) must be approved by resolution of the County Legislature.
3. The County Manager is required to submit a report of all changes orders authorized for the Project to the County Legislature on monthly basis.



**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO APPROVE RETROACTIVE PAY FOR TWO EMPLOYEES PURSUANT TO GRIEVANCES FILED BY LABORERS' INTERNATIONAL UNION OF NORTH AMERICA LOCAL NO. 17**

**WHEREAS**, the Local No. 17, Laborers' International Union of North America ("Local 17") filed two separate Grievances on behalf of their members Robert Drobysh and Benedict Bierstine requesting they both be promoted to the positions of Construction Equipment Operator I ("CEO I") and receive retroactive pay; and

**WHEREAS**, pursuant to Section 1802 of the Collective Bargaining Agreement, the parties have met and the County Manager subsequently granted the portion of the grievances and authorized the promotions of Mr. Drobysh and Mr. Bierstine to the positions of CEO I, and

**WHEREAS**, the County Manager requests authorization from the County Legislature to settle the portion of the above grievances requesting the retroactive pay.

**NOW THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager to approve retroactive pay for Robert Drobysh and Benedict Bierstine at the rate of a Construction Equipment Operator I effective May 31, 2016.

**RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE TO  
AUTHORIZE THE EXECUTION OF A LICENSE AGREEMENT WITH MONOLITH  
PICTURES**

**WHEREAS**, Monolith Pictures is a production company with a offices in New York City and Toronto and seeks to utilize certain County property, to wit, the interior of the Sheriff's Patrol Division and two patrol vehicles for the filming of scenes in a movie with the working title of The Awakening, and

**WHEREAS**, the Sullivan County Legislature desires to authorize Monolith Pictures to use the aforesaid County sites for such filming.

**NOW THEREFORE BE IT RESOLVED**, the Sullivan County Legislature authorizes the Chairman to execute a License Agreement with Monolith Pictures in a form approved by the County Attorney.

**Moved by,  
seconded by,**

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT  
CORA EDWARDS AS COMMISSIONER OF ELECTIONS**

**WHEREAS**, the Sullivan County Democratic Committee has certified to the County Legislature that Cora Edwards is a fit and proper person to be reappointed as Commissioner of Elections representing the Democrat Party.

**NOW, THEREFORE, BE IT RESOLVED**, that Cora Edwards be and hereby is reappointed as Commissioner of Elections for a period of four years commencing January 1, 2017 through December 31, 2020.

**Resolution No.**

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO APPOINT ONE MEMBER TO THE RSVP ADVISORY COMMITTEE**

**WHEREAS**, it is the desire to appoint Minnette B. Kramer to the RSVP Advisory Committee, and

**WHEREAS**, the above appointment is to commence on the date this resolution is adopted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby appoint the following members to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

**RSVP REAPPOINTMENT:**

**TERM:**

Minnette B. Kramer  
153 Foxcroft Village  
Loch Sheldrake NY 12759

9/30/2019

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2016.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE CHAIRMAN OF THE SULLIVAN COUNTY LEGISLATURE TO EXECUTE A LICENSE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES.**

**WHEREAS**, the County of Sullivan (“County”) required a site to conduct motor vehicle testing, including testing for commercial driver’s licenses, and

**WHEREAS**, the County Clerk in conjunction with the Commissioner of Public Works have chosen the paved roadway at the Sullivan County Landfill property located at 91 Landfill Drive, Monticello, New York (“Landfill Site”) as an appropriate venue to conduct Driver License Skills Testing, and

**WHEREAS**, the New York State Department of Motor Vehicles (“DMV”) has approved of the use of the Landfill Site for Driver License Skills Testing, and

**WHEREAS**, in order to use the Landfill Site for Driver License Skills Testing it is necessary for the County to enter into a License Agreement with the DMV.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby authorize the Chairman of the Legislature to execute a License Agreement with the DMV to allow the Landfill Site to be utilized for Driver License Skills Testing, and

**BE IT FURTHER RESOLVED** that the License Agreement shall be in a form approved by the County Attorney.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2016.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY EXECUTIVE COMMITTEE TO  
AUTHORIZE AWARD AND EXECUTION OF CONTRACT WITH, M&T BANK.**

**WHEREAS**, Request for Proposals were received for Credit Card Processing Services (Merchant Services) for various offices within Sullivan County for the contract period November 1, 2016 through October 31, 2021, and

**WHEREAS**, M&T Bank, 1769 Route 52, Fishkill, NY 12524, is the responsible proposer and best meets the needs of the County, for this project, and

**WHEREAS**, the Sullivan County Treasurer's Office has approved said proposal and recommends that an agreement be executed, and

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is authorized to execute a contract with M&T Bank, at no cost to the County, in accordance with RFP No. R-16-20, for Credit Card Processing Services (Merchant Services), said agreement to be in such form as the Sullivan County Attorney shall approve.

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE  
TO SET STIPEND FOR COORDINATION OF DUTIES FOR THE ELECTRICAL  
LICENSING BOARD**

**WHEREAS**, the Sullivan County Electrical Licensing Board has regularly scheduled meetings; and

**WHEREAS**, at the September 27, 2016 Electrical Licensing Board meeting, the board requested that the secretary receive a stipend, and

**WHEREAS**, the Sullivan County Electrical Licensing Board consist of volunteers from the community who are unable to handle the day to day matters that arise; and

**WHEREAS**, the need exist for an individual to coordinate scheduling of meetings and handling of the daily matters; and

**WHEREAS**, these duties have been assumed by the legislative secretary, and

**WHEREAS**, a stipend be set for the legislative secretary to perform these additional duties of the Electrical Licensing Board.

**NOW, THEREFORE, BE IT RESOLVED**, that the stipend be set at \$5,000 effective January 1, 2017.

**BE IT FURTHER RESOLVED**, that the \$5,000 come out of Electrical Licensing Personal Services Account 3620-10-1011.

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE  
TO APPOINT TRUSTEE TO THE SULLIVAN COUNTY COMMUNITY  
COLLEGE BOARD OF TRUSTEES**

**WHEREAS**, there is a vacancy on the Board of Trustees for the Sullivan County Community College which was held by Russell Heyman, and

**WHEREAS**, the Sullivan County Legislature wishes to appoint Dr. Nancy Hackett for the term ending June 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, that Dr. Nancy Hackett , is hereby appointed as a Trustee to the Sullivan County Community College Board of Trustees effective October 21, 2016 with a term ending on June 30, 2023.



**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO  
ENACT LOCAL LAW \_\_ OF 2016 WHICH AMENDS THE 2013 ETHICS LAW.**

**WHEREAS**, proposed Local Law to revise the Sullivan County Ethics Law was presented to the Sullivan County Legislature at a meeting held on October 20, 2016 at the County Government Center, Monticello, New York, to consider said proposed Local Law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby enact and adopt this Local Law to revise the 2013 Ethics Law, County of Sullivan, State of New York, which Local Law is annexed hereto and made a part hereof.

**Moved by** \_\_\_\_\_,

**Seconded by** \_\_\_\_\_,

**and adopted on motion** \_\_\_\_\_, 2016.

A Local Law to Amend Local Law No. 3-2013 --the Sullivan County Ethics Law.

(Article VIIIA of the Sullivan County Code)

- Section 1: Purpose: To amend Local Law No. 3-2013 (Article VIIIA of the Sullivan County Code) the Sullivan Ethics Law and Code.
- Section 2: The definition of "Local officers or employees" contained in subsection A(1) of Section A8A-1 of Article VIIIA of the Sullivan County Code "Definitions" shall be amended by deleting the language "and" just before the language "assistants" and by inserting the following language "and volunteers" just after the language "assistants".
- Section 3: The definition of "Local officers or employees" contained in subsection A(2) of Section A8A-1 of Article VIIIA of the Sullivan County Code "Definitions" shall be amended by inserting the following language "or volunteers" just after the language "employees".
- Section 4: Subsection B (9) of Section A8A-2 of Article VIIIA of the Sullivan County Code, "Code of Ethics" shall be amended by inserting, at the end of the present subsection, the following language "An Elected Official shall not seek or accept employment that requires direct approval or confirmation of appointment by the County Legislature for two years after the expiration or termination of his or her term of office. Nothing herein shall preclude a person from employment as a result of competitive testing or having been elected."
- Section 5: Subsection A of Section A8A-3 of Article VIIIA of the Sullivan County Code "Board of Ethics" shall be amended by inserting the following language "no more than" just after the language "consist of" and inserting the language "may" in place of the language "shall" just after the language "only one of whom".
- Section 6: Subsection A of Section A8A-3 of Article VIIIA of the Sullivan County Code "Board Membership" shall be amended by inserting the following language "Members of the Board of Ethics shall be provided with training to enable them to carry out their responsibilities as set forth in this law. To the extent available, training shall be provided by the State of New York; otherwise the County shall seek appropriate training for Board members, at County expense." just after the first sentence ending with "duties as members."
- Section 7: Subsection B of Section A8A-3 "Board Membership" shall be amended by: deleting "two full three year terms" and adding "nine years".

Section 8: Subsection D (1) of Section A8A-3 of Article VIII A of the Sullivan County Code “ Meetings” shall be amended by striking the following sentence: “Such meeting shall serve as an orientation for any new members.”

Section 9: Subsection D (2) of Section A8A-3 of Article VIII A of the Sullivan County Code “Meetings” shall be amended by inserting the following language “fifteen” and adding “( )” around the “15” and adding the language “business” before the word “days”.

Section 10: Subsection E (1) of Section A8A-3 of Article VIII A of the Sullivan County Code “Vacancies and removals” shall be amended to change the language “no later than 30 days” to “no later than 60 days after the vacancy occurs”.

Section 11: Subsection A (1) (a) of Section A8A-4 of Article VIII A of the Sullivan County Code “ Investigation of alleged violations” shall be amended to read as follows: “In the event a proceeding is commenced by sworn complaint, the Board shall, within sixty (60) business days, review the allegations and supporting documentation and determine whether or not the complaint falls within the prohibitions of this Article. The sixty (60) business days may be extended by agreement between the Board of Ethics and the complainant. To the extent circumstances require an expedited review of a complaint, the Board shall endeavor to provide its initial determination to the complainant within a reasonable, expedited timeframe. The Board shall render its initial determination, by majority vote. In the event the Board determines that the complaint does not allege a violation of this Article, the complaint shall be dismissed and simple notice of the complaint and of its dismissal, without further detail, shall be mailed to the complainant. The complaint and the determination shall be sealed and not available to any person not a member of the Board of Ethics. The complaint and Ethics Board determination is Confidential and shall not be shared by the complainant with any person not a member of the Board of Ethics.”

Section 12: Subsection A (2) of Section A8A-4 of Article VIII A of the Sullivan County Code “Investigation of alleged violations” shall be amended to read as follows: “Upon the review set for in section A (1) (a) above, in the event the Board determines that any element of the complaint, if true, would constitute a violation of this Article, it shall, provide written notification to the subject of the complaint within five (5) business days. The notification shall identify the complainant, describe the alleged violation and provide fifteen (15) business days in which the subject of the complaint may submit a sworn, written response setting forth information and/or documentation sufficient to address the alleged violation. The Board’s notification shall also inform the subject of the complaint of its rules regarding the conduct of adjudicatory proceedings, appeals, and the due process procedural mechanisms available to such individual.”

“In the event the Board of Ethics determines at any stage of the proceedings that the proof presented does not demonstrate that a violation has occurred, or that there is no violation or that any potential conflict of interest or violation has been rectified, it shall, within fifteen (15) business days, provide written notice to the subject of the complaint and the complainant. The foregoing notice of determination shall be Confidential, except the subject of the complaint may, in defense of any claim made against him/her, disclose the determination of the Board.”

Section 13: Subsection A (2) (a) of Section A8A-4 of Article VIIIA of the Sullivan County Code “Investigation of alleged violations” shall be amended to read as follows: “Upon the review of the complaint and of any information or documentation provided by the subject of the complaint, a further investigation to determine whether reasonable cause exists to believe a violation has occurred, shall be commenced and completed within thirty (30) days, unless circumstances require a shorter or longer period of time. In the event the Board requires more than thirty (30) days to complete its investigation, it shall provide notice of same to the complainant and the subject of the complaint.”

Subsection A (2) of Section A8A-4 of Article VIIIA of the Sullivan County Code “Investigation of alleged violations” shall be amended as follows: Subsection A (2) (b) will be added “In the event the Board determines there is reasonable cause to believe a violation has occurred, it shall provide written notice of reasonable cause to the subject of the complaint and to the complainant. In the case of a County official or employee, the Board shall also provide written notice to the appointing authority for such person, and, in the case of a County elected official, written notice to the Chair of the County Legislature. In the event of a conflict with the Chair, then notice shall be given to the Vice Chair. Such determination of reasonable cause shall not be disclosed or made public unless required by Public Officers Law or for use in a disciplinary proceedings or a proceeding under this Article involving the subject of the complaint, or another County official.”

Subsection A (2) of Section A8A-4 of Article VIIIA of the Sullivan County Code “Investigation of alleged violations” shall be amended as follows: Subsection A (2) (c) will be added “Once reasonable cause has been established, the Board of Ethics shall schedule a formal hearing, to be held within sixty (60) days, at which the subject of the complaint is entitled to legal representation of his or her own choosing and at his or her own expense. Testimony shall be taken under oath and the proceeding shall be recorded. The Board shall issue a decision containing specific findings, within thirty (30) days of the completion of the hearing. A copy of the decision shall be served by certified mail on the subject of the complaint or his or her legal representative, the complainant, and the Clerk of the Legislature. The decision of the Board of Ethics shall not be confidential.”

- Section 14: Subsection A (3) of Section A8A-4 of Article VIIIA of the Sullivan County Code shall be amended as follows: after the language §A8A-3, “(1) (g),” shall be omitted.
- Section 15: Subsection A (4) (a) of Section A8A-4 of Article VIIIA of the Sullivan County Code “Advisory Opinions” shall be amended as follows: the language “(10)” will be added after the language “ten”.
- Section 16: Subsection A (5) of Section A8A-4 of Article VIIIA of the Sullivan County Code “Advisory Opinions” shall be amended as follows: the language “(5)” will be added after the language “five”.
- Section 17: Section A8A-10 of Article VIIIA of the Sullivan County Code “Distribution” shall be amended as follows: a “,” will be added after the language “County official”. Language “and” will be omitted before “employee”. The language “and volunteers,” will be added after “employee”. The following sentence will be added to the end of this Section: “Failure of the County to comply with the provisions of this section or failure of any County Official to receive a copy of this Law shall have no effect on the duty of compliance with this Law or on the enforcement of its provisions.”
- Section 18: Section A8A-13 Subsection A of Article VIIIA Part B of the Sullivan County Code “Financial Disclosure” shall be amended as follows: after the language “for the year within” “30” will be omitted and replaced with “thirty (30)” days.
- Section 19: Section A8A-13 Subsection C of Article VIIIA Part B of the Sullivan County Code “Financial Disclosure” shall be amended as follows: the language “(5)” will be added after the language “five”.
- Section 20: Effective Date

This Local Law shall take effect upon filing with the Secretary of State.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE CHAIRMAN OF THE SULLIVAN COUNTY LEGISLATURE TO EXECUTE A LICENSE AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES.**

**WHEREAS**, the County of Sullivan (“County”) required a site to conduct motor vehicle testing, including testing for commercial driver’s licenses, and

**WHEREAS**, the County Clerk in conjunction with the Commissioner of Public Works have chosen the paved roadway at the Sullivan County Landfill property located at 91 Landfill Drive, Monticello, New York (“Landfill Site”) as an appropriate venue to conduct Driver License Skills Testing, and

**WHEREAS**, the New York State Department of Motor Vehicles (“DMV”) has approved of the use of the Landfill Site for Driver License Skills Testing, and

**WHEREAS**, in order to use the Landfill Site for Driver License Skills Testing it is necessary for the County to enter into a License Agreement with the DMV.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby authorize the Chairman of the Legislature to execute a License Agreement with the DMV to allow the Landfill Site to be utilized for Driver License Skills Testing, and

**BE IT FURTHER RESOLVED** that the License Agreement shall be in a form approved by the County Attorney.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2016.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE CHAIRMAN OF THE SULLIVAN COUNTY LEGISLATURE TO EXECUTE A SECOND SUPPLEMENTAL AGREEMENT FOR THE WEST OF THE HUDSON WATERSHED STAKEHOLDERS.**

**WHEREAS**, the County of Sullivan (“County”) entered into the Watershed Memorandum of Agreement dated January 21, 1997 (“MOA”), and

**WHEREAS**, the parties to the MOA include the City of New York (“NYC”), the Coalition of Watershed Towns, five (5) Counties and seven (7) not-for –profit corporations (collectively the, “Stakeholders”), and

**WHEREAS**, over the last twenty (20) years various Stakeholders, including the Town of Neversink and the County, through the Sullivan County Soil and Water Conservation District, have been able to acquire funding from NYC for various projects conducted within the Watershed, and

**WHEREAS**, the County has been approached by NYC seeking to amend the MOA to allow for additional projects and funding, including but not limited to, permitting NYC to take title to parcels of real property acquired pursuant to flood remediation program administered and funded by NYC, and

**WHEREAS**, the Sullivan County Soil and Water Conservation District believes that it is in the County’s best interest to amend the MOA to allow for the additional funding opportunities currently precluded by the MOA.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby authorize the Chairman of the Legislature to execute a Second Supplemental Agreement to the MOA with the Stakeholders to allow for additional funding to be made available and additional projects to be conducted within the Watershed, and

**BE IT FURTHER RESOLVED** that the Second Supplemental Agreement shall be in a form approved by the County Attorney.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2016.