

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of Thursday, July 24, 2025, by and between **Transportation Coalition of the Capital Region d/b/a Capital Streets**, a New York State nonprofit with offices at 24 4th Street Troy, NY 12180

AND

Albany Capital Center, a convention center located in Albany, New York with its principal office located at 55 Eagle St, Albany, NY 12207

Collectively, referred to as the "Parties."

1. Purpose

The Albany Capital Center is exploring ways to improve the visitor experience for its guests, customers, and community in and around its facilities through the Center Connectivity Study. The Study goals include:

1. Analyze Downtown Albany's built environment, to develop a detailed understanding of challenges and opportunities related to connectivity, between key destinations and corridors within the focus area.
2. Understand different perspectives through targeted public outreach.
3. Clearly identify realistic and achievable improvements to connectivity between key destinations, with a focus on infrastructure and engineering.
4. Prepare for implementation of built environment upgrades, related to connectivity and placemaking:
 - a. Develop detailed concepts illustrating changes to the built environment.
 - b. Develop cost estimates for engineering and construction for each concept.

2. Scope of Services

Together with the Albany Capital Center, Capital Streets will:

- Define a project focus area
- Define priority and secondary projects within the project focus area

Capital Streets will provide the following consulting services (the "Services"):

- General observations, analysis, and narrative for the broader focus area (introduction)
- Concept development for a series of priority project areas, as agreed upon by the parties, may include the following:
 - Right of Way assessment
 - Existing land use, zoning, and community context assessment
 - Safety and connectivity analysis

- Formalized project vision and goals
- Stakeholder engagement
- Conceptual designs and cost estimates
- Non-infrastructure recommendations and draft policies

The final deliverables will include a written report compiling the general analysis of the broader focus area, the priority project deliverables, and a summary of the work conducted. The summary may also include details on outreach and engagement, notes, and a description of areas needing further analysis. This report is to be delivered by the project completion date listed in Section 3.

A map of the draft focus area has been provided as an appendix to this agreement, titled “Albany Capital Center Connectivity Study - Primary Project Areas”.

3. Timeline

The Services will commence on August 4, 2025.

The parties will meet on a biweekly basis throughout the project timeline. This may be amended as needed, as agreed upon by the parties.

Priority project deliverables will be completed by December 31, 2025, unless extended in writing by mutual agreement of the Parties.

Final Deliverables will be completed by January 31, 2026, unless extended in writing by mutual agreement of the Parties.

4. Compensation and Payment Terms

Capital Streets will work on an hourly basis, at a rate of \$135/hour, up to a total fee of \$45,000 (or 333 hours).

Final payment will be made upon completion and delivery of all final deliverables.

All payments will be made within 30 days of receiving an invoice from Capital Streets.

5. Subcontracting

Capital Streets reserves the right to subcontract any portion of the Services to qualified third parties, provided that Capital Streets remains responsible for the overall performance and deliverables of the project.

It is anticipated that a third party engineering firm will provide services related to capacity analysis and cost estimates.

7. Intellectual Property

Any reports, documents, plans, or deliverables produced under this Agreement shall become the property of Capital Center upon full payment, with the understanding that Capital Streets may retain copies for record-keeping and promotional purposes unless otherwise agreed upon.

8. Termination

Either party may terminate this Agreement with 15 days written notice. In the event of termination, Capital Streets shall be compensated on a prorated basis for Services rendered up to the termination date.

9. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior proposals, negotiations, and communications.

10. Amendments

This Agreement may be amended only by written agreement signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

Capital Streets

Signature: _____

Name: _____

Title: _____

Date: _____

Albany Capital Center

Signature: _____

Name: _____

Title: _____

Date: _____