



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

September 23, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative action in the form of a resolution authorizing Albany County to enter into an agreement with H2M Architects & Engineers for the Clarksville 911-EOC project.

Bonding has been approved and this project will be funded under the 2021 Albany County Capital Plan. The Request For Proposals (RFP#2020-098) process was completed and following an evaluation of all bids that were received, this company was successfully chosen by the Albany County Sheriff's Office.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference



DANIEL P. McCOY
COUNTY EXECUTIVE

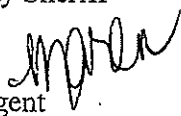
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Sheriff Craig D. Apple
Albany County Sheriff

FROM: Karen Storm 
Purchasing Agent

DATE: September 22, 2020

RE: RFP #2020-098

I am in receipt of your recommendation to award the aforementioned Proposals to H2M Architects + Engineers.

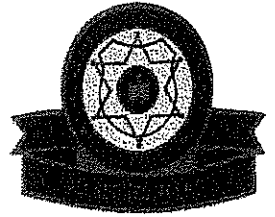
I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of H2M Architects + Engineers for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.



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LEON A. BORMANN
CHIEF DEPUTY

Date: September 22, 2020

To: Karen Storm Purchasing Agent Albany County Division of Purchasing

From: Sheriff Craig D. Apple Sr. 

Re: RPF # 2020-098 New Clarksville 911 Center Recommendation Letter.

In regards to RPF # 2020-098 New Clarksville 911 / EOC project we have reviewed all the responses and recommend H2M Architects and Engineers be awarded the bid for the Clarksville 911-EOC project. H2M is the only firm of all the bidders that have completely designed and completed a combination 911 and Emergency Operation Center (EOC) facility in its entirety. H2M has designed, built and assessed over 300 emergency response facilities including 911 Public Safety Answering Points (PSAP), Emergency Operation Centers, Emergency Management and Public Safety facilities. H2M offers the most experienced design team, its top two team members, David J. Pacheco and Dennis A. Ross hold positions on the Department of Homeland Security's EOC Standards Committee and the National Fire Protection Agency's Health and Safety Committee respectively. As their proposed fee amount is not the lowest, we considered their expertise, their understanding of the project, and their experience with similar projects, makes them the most appropriate, combine that with their total price with the inclusions and exclusions it makes H2M the best choice to award this contract.

Approved [Signature]

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : SPETEMBER 23, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440
DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW	_____
AMENDMENT OF PRIOR LEGISLATION	_____
APPROVAL/ADOPTION OF PLAN/PROCEDURE	_____
BOND APPROVAL	_____
BUDGET AMENDMENT(SEE BELOW)	_____
CONTRACT AUTHORIZATION (SEE BELOW)	<u>X</u>
ENVIRONMENTAL IMPACT	_____
HOME RULE REQUEST	_____
PROPERTY CONVEYANCE	_____
OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)	_____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

<u>TYPE OF CONTRACT</u>	
CHANGE ORDER/CONTRACT AMENDMENT	_____
PURCHASE (EQUIPMENT/ SUPPLIES)	_____
LEASE (EQUIPMENT/SUPPLIES)	_____
REQUIREMENTS	_____
PROFESSIONAL SERVICES	<u>X</u>
EDUCATIONAL/TRAINING	_____
GRANT:	
NEW	_____
RENEWAL	_____
SUBMISSION DEADLINE DATE	_____
SETTLEMENT OF A CLAIM	_____
RELEASE OF LIABILITY	_____
OTHER: (STATE BRIEFLY)	_____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

H2M ARCHITECTS & ENGINEERS

3 LEAR JET LANE - STE 205

LATHAM, NY 12110

AMOUNT/RATE SCHEDULE/FEE:

NOT TO EXCEED \$813,250.00

TERM:

SCOPE OF SERVICES: CONSTRUCTION, DESIGN AND CONSTRUCTION

ADMINISTRATIVE SERVICES FOR THE DESIGN OF THE NEW ALBANY

COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION: 2021 CAPITAL PLAN

BOND(RES. NO. & DATE OF ADOPTION)

2019-097, 3/12/2019

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ X NO _____

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

INCLUDED IN 2021 CAPITAL PROJECT

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 2019- 167

DATE OF ADOPTION: 5/13/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS AGREEMENT WOULD ALLOW THE ALBANY COUNTY SHERIFF'S OFFICE TO

UTILIZE THE SERVICES OF H2M ARCHITECTS & ENGINEERS AS OUTLINED IN THE ATTACHED

PROPOSAL AND MOVE FORWARD WITH THE CLARKSVILLE 911-EOC PROJECT

AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

SEE RFP 2020-098

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

RESOLUTION NO. 167

AUTHORIZING AN AGREEMENT WITH THE GILBANE BUILDING COMPANY REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE E-911 EMERGENCY MANAGEMENT FACILITY

Introduced: 5/13/19

By Public Works Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the Gilbane Building Company regarding construction management services for the E-911 Emergency Management Facility located at the Shaker Wing of the Albany County Regional Healthcare Facility in an amount not to exceed \$333,778, and

WHEREAS, The Albany County Purchasing Department issued an RFP for Construction Management Services for the Construction of the Albany County Sheriff's E-911 Emergency Management Facility, and

WHEREAS, Two proposals were received in response to the RFP and the Gilbane Building Company was considered the most qualified to provide the services and meets or exceeds all criteria as set forth in the RFP, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Gilbane Building Company, Albany, NY 12211 regarding construction management services for the E-911 Emergency Management Facility located at the Shaker Wing of the Albany County Regional Healthcare Facility in an amount not to exceed \$333,778 for a term commencing May 1, 2019 and ending December 31, 2021, and be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 5/13/19

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY SHERIFF



RFP # 2020-098

**NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION
ADMINISTRATION SERVICES FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT
FACILITY AT THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

**KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588

**TITLE: NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT THEIR
CLARKSVILLE PUBLIC SAFETY CAMPUS**

RFP NUMBER: 2020-098

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2020-098

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-098**

Sealed Proposals for a New York State Licensed Architect/Engineer to provide Consulting, Design and Construction Administration Services for the Design of the new Albany County Sheriff's E-911 Emergency Management Facility at their Clarksville Public Safety Campus as requested by Albany County Sheriff's Office will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on **Friday, September 11th, 2020**.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday August 20th, 2020.

PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, AUGUST 27, 2020 AT 10:00 A.M. AT THE ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING, TRAINING ROOM, 58 VERDA AVENUE, CLARKSVILLE, NY. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: August 14, 2020
Albany, New York

PUBLISH ONE DAY -- August 20, 2020-- THE EVANGELIST
PUBLISH ONE DAY -- August 20, 2020-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO
PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES FOR THE DESIGN OF THE NEW
ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT
THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS

RFP #2020-098

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1. As requested by the Albany County Sheriff's Office, the County of Albany is seeking proposals from a New York State licensed Architect/Engineer to provide consulting services associated with the, planning, evaluation/assessment of existing conditions, space planning, budget pricing, design and preparation of construction & bid documents and also performing Construction Administration Services, as applicable for **the design and construction of the new Albany County Sheriff's E-911 Emergency Management Facility at their Public Safety Campus, located at 58 Verda Avenue, Clarksville, NY.**
- 1.2. The Albany County Sheriff's Office currently occupies the building located at 58 Verda Avenue in Clarksville, New York which is approximately 36,300 square feet in size. This building, once utilized as an elementary school, was repurposed as the Sheriff's Public Safety Building on June 1, 2012 when the Bethlehem Central School District closed the school citing low attendance. The Bethlehem School District then entered into a lease agreement with the sheriff's office and multiple Sheriff's units have occupied the facility. In November of 2018, the Sheriff's office purchased the building and is presently in the Design & Contractor Bid phase to renovate and remodel the facility into a state of the art law enforcement and public safety facility. **It is desired to construct a new annex Emergency Management Building housing both an E-911 Communications Facility (aka Public Safety Answering Point (PSAP)) and an Emergency Management Operations Center in the existing Northwest parking area, with access from Olive Street. (See attached proposed map sketch).**
- 1.3. It is the intent of the Albany County Sheriff's Office to hire a New York State licensed Architect/Engineer to perform Design and Contract Administration Services, for the Albany County Sheriff's Office E-911 Emergency Management Facility Project, more fully

RFP1

described below in Section 4. As an Alternate, Albany County Sheriff's Office also requests the New York State licensed Architect/Engineer provide a proposal fee to perform Construction Management Services.

- 1.4. The Albany County Division of Facilities Engineering (ACFE) shall serve as Owner's representative for this project. The scheduling and planning of work must be coordinated with the Albany County Sheriff's Office Management Staff and ACFE. ACFE shall act as a liaison between Albany County Sheriff's Office Management and the prospective Architect/Engineer.
- 1.5. Project designs must be in compliance with the current Building Code of New York State, the Energy Code of New York State, ICC/ANSI A117.1, ADA Standards and all applicable Reference Standards & Supplements. The successful Proposer will be required to certify same. Contractor applications for building permits on this project must be submitted for review and approved by the Albany County Division of Code Enforcement. Design of the E-911 Communications Facility (PSAP) portion of the new annex building shall also comply with the recommendations and guidelines of NFPA-1221 pertaining to procedural and physical criteria for the installation, performance, operation and maintenance for public emergency communications systems and facilities.
- 1.6. All County of Albany new construction, renovation and/or rehabilitation projects shall include New York State Energy Research and Development Authority (NYSERDA) studies to identify opportunities for conservation and energy retrofits. Successful Proposer shall investigate/perform all applicable studies and submit applications for proposed incentives.
- 1.7. This is a "public works" project for which the Proposer must prepare contract documents based on competitive bids for multiple prime contracts, as required under General Municipal Law §§101 and 103 ("wicks"). All contractors/subcontractors must pay prevailing wages on this project pursuant to a project schedule the County will obtain from the New York State Department of Labor. All contractors/subcontractors must comply with the reporting requirements set forth in Article 8 of the Labor Law.
- 1.8. A PRE-PROPOSAL CONFERENCE WILL BE HELD ON THURSDAY, AUGUST 27, 2020 AT 10:00 A.M. AT THE ALBANY COUNTY SHERIFF'S PUBLIC SAFETY BUILDING, TRAINING ROOM, 58 VERDA AVENUE, CLARKSVILLE, NY. This will be the only scheduled conference. Proposers interested in submitting Proposals are strongly urged to attend.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, September 11, 2020, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Department of General Services.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION AND REQUIREMENTS OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience in providing Design, Construction Administration Services associated with all facets of new building construction, renovations and alterations/additions to existing commercial facilities. **This Project also requires the Proposer have specific experience with design of E-911 Communications/PSAP & Emergency Operations Facilities.**

- 3.5 Provide at least three (3) references from similar projects including name, addresses and telephone numbers. Please provide specific experience related to **design of E-911 Communications/PSAP & Emergency Operations Facilities.**
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
- 3.9 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all COVID-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re COVID-19 and all supplements/renewals to said order.

SECTION 4: SCOPE OF SERVICES

Unless specifically noted to be excluded or revised, successful Proposer shall provide for services listed below, including but not limited to: Design Development, Contract Documents, Bidding and Construction Administration Phases as described below. **Proposer shall also perform Construction Management Services as Alternate scope of services to base proposal.**

Albany County Division of Facilities Engineering (ACFE) shall serve as Owner's representative for this project. The scheduling and planning of work must be coordinated with the Albany County Sheriff's Office Management Staff and ACFE. ACFE shall act as a liaison between the Albany County Sheriff's Office Management and the prospective Architect/Engineer.

4.1 Project Design Goals/Objectives/Parameters: Albany County Sheriff's E-911 Emergency Management Facility Project

- 4.1.1 The County of Albany is seeking proposals from a New York State licensed Architect/Engineer to provide consulting services associated with the planning, evaluation/assessment of existing conditions, budget pricing, design and preparation of construction & bid documents, performing Construction Administration Services and Construction Management Services (as Alternate scope of services to base proposal) for the proposed **design and construction of the new Albany County**

Sheriff's E-911 Emergency Management Facility at their Public Safety Campus, located at 58 Verda Avenue, Clarksville, NY.

- 4.1.2 The Clarksville School building was added to the National Register of Historic Places in 2008 for its architectural significance as an example of modern architectural school design, based upon the original 1948 building. Any modifications made to the exterior may be restricted and guidance from the State Historic Preservation Office (SHPO) may become necessary. **New building façade shall be consistent with existing building finishes.**
- 4.1.3 **The Albany County Sheriff's Office commissioned WCGS Architects (along with their sub consultants Huston Engineering & WEB Engineering) to perform a visual condition assessment of the former Clarksville Elementary School. The purpose of the assessment was to provide the Albany County Sheriff's Office with a description of the condition of the building and its systems prior to the Sheriff's Office purchase of the facility from the Bethlehem Central School District (BCSD); (see attached copy of their Condition Assessment Report, dated September 18, 2018).**
- 4.1.4 **Planning and construction phasing shall also take into consideration the temporary relocation of existing operations during this project. Design/Construction documents shall be developed in a manner, which limits interruption of existing Facility operations.**
- 4.1.5 The existing Albany County Sheriff's Office operations and daily activities must be maintained during construction. Consultant's design documents must clearly indicate the Contractor shall coordinate all phases of the project with Albany County Sheriff's Office Management Staff to ensure no disruptions to the daily operations of the Albany County Public Safety Building.
 - 4.1.5.1 **Meet with Sheriff's Office to discuss their overall plan for the new E-911 Emergency Management Facility; intended use of floor plan, staff requirements, desired layout of inter-departments, etc., to allow Successful Firm to perform space/master plan incorporating the Sheriff's request(s) (see listing immediately below) and provide a concept design for review and approval. See sampling of specific requests below;**
 - 4.1.5.2 **E-911 Communications Center**
 - 4.1.5.2.1 Where feasible, achievable and economically practicable, the design of the E-911 Communications Facility (PSAP) portion of the new annex building shall comply with the recommendations and guidelines of NFPA-1221 pertaining to procedural and physical criteria for the installation, performance, operation and maintenance for public emergency communications systems and facilities.
 - 4.1.5.2.1.1 **Public Safety Answering Point (PSAP)**- approximately 3000 square foot to accommodate ten (10) full Calltaker/Dispatcher Consoles and one (1) raised Supervisor position. Area must be expandable to accommodate an additional twenty-four (24) full positions and two (2) raised supervisor positions and an additional sixteen (16) Calltaker positions for future use.

- 4.1.5.2.1.1.1 Comply with NFPA 1221 Security recommendations and guidelines. Isolation required from other points in the building. Protection from vandalism, terrorism and civil disturbance and other natural disasters. Non operable ballistic windows, Key FOB/Card access door control system separate from other parts of the building and HEPA filtered air handling system
- 4.1.5.2.1.1.2 Provide layout of and specifications for dispatcher consoles, call taker positions, center rounder's, equipment tables, cabinets, shelves for printer/copier/fax and support materials, multiple flat panel displays high on walls with power & cable/satellite connections, bulletin boards, white boards, map board, large digital atomic clocks, and acoustic paneling, high ceilings, camera system, etc.
- 4.1.5.2.1.1.3 Provide design for redundant power sources, alternate HVAC systems, 2 hour separation from other portions of the building, applicable rated fire doors, fire alarm and sprinkler system with monitoring panels and outside air intake shutoff in room per NFPA 1221. Central vacuum to minimize noise interruption during cleaning.
- 4.1.5.2.1.1.4 Floor plan shall also include, rest rooms, breakroom, communications center equipment room, UPS system, secure vestibule, quiet room; all with proximity to PSAP.
- 4.1.5.2.1.2 **Director Office** – Key FOB/Card access door control system Lockable door, Furnishings (Desk, chairs, small meeting table & chairs, shelving, file cabinet) two computer workstations, closet and two (2) flat panel displays on wall with applicable power and cabling installations.
- 4.1.5.2.1.3 **Assistant Director Office** – Key FOB/Card access door control system Lockable door, Furnishings (Desk, chairs, small meeting table & chairs, shelving, file cabinet) computer workstation, closet and flat panel display on wall with applicable power and cabling installations.
- 4.1.5.2.1.4 **PSAP Conference Room** - Wall display, Audio/Video conference system
- 4.1.5.2.1.5 **Restrooms** – two (2) ADA compliant public restrooms
- 4.1.5.2.1.6 **Break Room** – Tables, chairs, millwork/countertop, sink, refrigerator, coffee maker, stove, microwave, flat panel display.
- 4.1.5.2.1.7 **PSAP "Quiet" Room, RF (Radio) Room, IT Server/TELCO Room, Communications Mechanical Room , Storage Room, Vendor Office.**
- 4.1.5.2.1.8 **IT Staff Office Space/Rooms**– requires four (4) offices and a larger shared work space

4.1.5.2.1.9 **Supervisor Office Rooms** – Approximately five (5) small office rooms

4.1.5.3 Emergency Management – Emergency Operations Center (EOC)

4.1.5.3.1.1 **EOC** – approximately 2000 square foot floor plan to accommodate tiered semicircular mission control style lecture hall. Table layout must be permanent to allow for immediate EOC mobilization while providing necessary classroom functionality for the majority of the time when EOC is not being utilized. Multi-purpose advanced A/V meeting room.

4.1.5.3.1.1.1 Multi-use space to accommodate Emergency Operations Center, Sheriff's public safety lecture/training and EOC simulations.

4.1.5.3.1.1.2 Furnishings - Multiple rows of tables with moveable ergonomic chairs for forty (40) personnel, with power and data connections for each. Large motorized projector screen from ceiling at the head of room, ceiling mounted projector, 6 flat panel TV monitor on the A/V wall, Smart-Board system, Video Conferencing capabilities, four (4) – 4ft. x 8ft. magnetic dry erase boards mounted to wall, large conference table at the head of room to accommodate six (6) personnel for EOC briefing with a Smart Podium. No fixed computers at rows of tables, staff/participants will bring their own laptops.

4.1.5.3.1.1.3 Security - Key FOB/Card access door control system and HEPA filtration system with UVC light disinfecting lamp. Sound proof with superior acoustics.

4.1.5.3.1.1.4 Electrical/Mechanical - All AV devices and EOC computer systems backed up by a UPS. Separate AC/Heat controls and Dimmable lighting system.

4.1.5.3.2 **Sheriff's Office** – For use by Sheriff during EOC activations. Shall have secondary access door directly to large EOC area. Office shall include Large flat panel TV on wall capable of viewing the EOC and Cable access, executive desk & chair, key FOB/Card access door control system and computer systems backed up by a UPS.

4.1.5.3.3 **Sheriff's Conference Room** – Smaller conference room attached to Sheriff's office to include conference table with seating for twelve (12), with power and cabling at center of table, large flat panel TV on wall capable of viewing the EOC and Cable access and dry erase boards on walls.

- 4.1.5.3.4 **Emergency Manager's Office** – Located in close proximity to large EOC area. Emergency Manager's Office shall include L-shaped work station with chair, tall book shelving, file cabinets and small meeting table to seat four (4). Flat panel TV on wall capable of viewing the EOC and Cable access. Key FOB/Card access door control system and computer systems backed up by a UPS.
- 4.1.5.3.5 **Fire Coordinator's Office** – Located in close proximity to an exterior door. Fire Coordinator's Office shall include L-shaped work station with chair, tall book shelving and file cabinets. Flat panel TV on wall capable of viewing the EOC and Cable access. Key FOB/Card access door control system and computer systems backed up by a UPS.
- 4.1.5.3.6 **EOC Storage Room** – Key FOB/Card access door control system. Tall deep shelving to store EOC equipment, supplies and portable AV devices.
- 4.1.5.3.7 **Meeting/Training Room** – Approximate 2000 square foot shared multi-purpose training room capable of being divided into two small classrooms by a moveable wall partition. Seating for eighty (80) table/chair layout. Key FOB/Card access door control system. Two (2) flat panel TVs on wall capable of viewing the EOC and Cable access, dry erase boards, two (2) ceiling mounted projector screens with projectors.
- 4.1.5.3.8 **EOC Restrooms** – two (2) ADA compliant public restrooms with showers. Located in close proximity to large EOC area.
- 4.1.6 Successful firm shall meet with Albany County Sheriff, Albany County Sheriff's Office Management staff and ACFE for a kick-off meeting to discuss project parameters, goals and budget considerations.
- 4.1.7 Successful firm shall perform site walk-through(s) to review existing facility conditions with ACFE personnel and visual assessment of all existing site conditions. Collect pertinent information necessary to perform project programming, calculations and design.
- 4.1.8 Successful firm shall evaluate all existing site and new building systems; civil/site design, architectural, mechanical, electrical, fire sprinkler, etc., for NYS Building Code compliance and develop Contractor Construction and Bid Drawings & Specifications.
- 4.1.9 **The County of Albany is requesting the successful firm provide complete design services associated with the Albany County Sheriff's E-911 Emergency Management Facility and existing site improvements. Planning, evaluation of existing conditions, reconfiguration, design and preparation of construction & bid documents for the proposed Emergency Management Facility; consulting services to include, but not limited to;**
 - 4.1.9.1 Investigation of existing site and surrounding existing building conditions. Documenting existing conditions. Sheriff and ACFE will make (limited) existing

building drawings available. Consultant shall review for accuracy and update as necessary to incorporate into this project.

- 4.1.9.2 Develop a site survey as required to establish County owned boundary lines and layout of proposed Emergency Management Facility.
- 4.1.9.3 Provide soil sampling and geotechnical engineering as required for parking surfaces, slab-on-grade, building foundations and structural design. See attached Geotechnical Engineering Report prepared by Terracon Consultants (specific to the Sheriff's recently constructed Pre-Engineered Storage Structure) reporting their findings of subsurface exploration, as a reference and understanding of existing soil conditions and proximity of bedrock.
- 4.1.9.4 Investigation of existing past school building sewage disposal system and accompanying NYS Department of Environmental Conservation SPDES Permit continuance. Existing sewage disposal system serves the entire building (past school and additions) and requires further investigation of current operation and capacities, and subsequent evaluation to determine if the new Emergency Management Facility will require a newly designed, separate sewage disposal system.
- 4.1.9.5 Provide private utilities/subsurface exploration of the proposed site (not covered by NYS DIGSAFE 811 public callouts/markings) as required for excavation associated with driveways, parking surfaces, concrete building foundations, concrete slabs, etc.
- 4.1.9.6 Civil/Site design of new parking lot configuration, drainage, utility relocation and/or new service, geotechnical stabilization, storm sewer system, signage, curbs, pavement & pavement striping. Design and specifications to comply with the terms and conditions of the County's stormwater management program (SWMP) and the terms and conditions of the NYS Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s).
- 4.1.9.7 Complete Structural design associated with all facets of the new Emergency Management Facility.
- 4.1.9.8 Complete Architectural design associated with the new Emergency Management Facility. Selection of all interior finishes, interior/exterior doors & frames, interior partitions, exterior concrete aprons & overhead cover/roof at egress doors, safety bollards, furnishings, etc. Analysis/evaluation of proposed floor plan layout including egress/exit doors, emergency lighting, sprinkler system, all in compliance with the Building Code of New York State and Energy Code of New York State.
- 4.1.9.9 Complete Mechanical design associated with all facets of the new Emergency Management Facility. Design of heating, ventilating and air conditioning systems (HVAC) for environmental control, plumbing and fire protection systems.
- 4.1.9.10 Complete Electrical design associated with all facets of the new Emergency Management Facility. Analysis/evaluation of existing power distribution; extension of existing power or new service to support new facility. Design/layout

of new LED lighting fixtures. Electrical design for emergency and exit lighting. Analysis/evaluation for new fire alarm and security system; extension of existing systems or new system and additional cameras to support new facility.

4.1.9.11 New perimeter security fencing and access gate(s) to secure facility.

Upgrade and extend existing security cameras and gate access system. Separate public and employee parking.

4.1.9.12 Mill, re-grade and install new asphalt paving along existing parking areas and new parking areas in conjunction with the new **Emergency Management Facility**. Restriping of all existing and new parking spaces complying with all IBC/NYS Code accessible parking details. Provide design for separate public and employee parking.

4.1.9.13 Successful Firm shall investigate/evaluate existing Electrical systems, specifically, concerns noted within the Condition Assessment Report. Evaluate the existing electrical distribution to support new **Emergency Management Facility**.

4.1.9.14 Successful Firm shall provide design for new emergency generators; one propane operated and an additional redundant diesel operated generator running parallel with dual UPS Systems.

4.2 Design Development Phase: Upon receipt of approval to proceed with design of the new **Emergency Management Facility**, the successful Proposer shall

4.2.1 Prepare design drawings in AutoCAD 2020 format or newer version.

4.2.2 Provide detailed specifications for all construction materials.

4.2.3 Provide detailed performance type Specification suitable for solicitation of bids from qualified Contractors. Specification should include applicable standards of operation and dispatching. Incorporate the following:

4.2.3.1 Specification of non-proprietary systems.

4.2.3.2 Project Specifications shall include schedule of Special Inspections as required by Building Code of New York State.

4.2.3.3 Owner selected design and finishes.

4.2.4 Outline construction schedule and implementation plan. Design for construction to allow use of Albany County Sheriff's Office Public Safety Building at all times.

4.2.5 Successful firm shall meet with Albany County Sheriff, Albany County Sheriff's Office Management and ACFE for a kick-off meeting to discuss project parameters, goals and budget considerations.

4.2.6 Successful firm shall submit 60% Design Submittal documents including preliminary drawings with proposed design, layout, elevations and written specifications. Submit 3 sets to Albany County Sheriff and ACFE for review and comment. **Assume 60% submittal to occur approximately 6 weeks from initial kick off meeting with County Personnel.**

4.2.7 Successful firm shall provide an initial probable cost of construction at the 60% design submittal phase.

- 4.2.8 Successful firm shall submit 90% Design Submittal documents including response to comments from 60% review. Submit 3 sets to Albany County Sheriff and ACFE for review and comment. **Assume submittal to occur 6 weeks upon receiving 60% review comments from County Personnel.**
- 4.2.9 Successful firm shall provide a revised probable cost of construction at the 90% design submittal phase.

4.3 Construction Document Phase: for the new **Emergency Management Facility**

- 4.3.1 Upon approval of the design documents, Proposer shall prepare competitive bid contract documents for multiple prime contracts in accordance with prevailing competitive bidding requirements ("wicks"); and in compliance with the County's Affirmative Action Plan as approved by Resolution No. 26, adopted June 10, 1996
- 4.3.2 Proposer to prepare a project manual, which includes all County bid forms, conditions of the contract and Owner-Contractor Agreements. Forms shall include:
 - a. Invitation to BID;
 - b. Instruction to Bidders;
 - c. Copy of Owner - Contractor Agreement;
 - d. General Conditions;
 - e. Supplemental General Conditions;
 - f. Technical specifications including performance criteria for all construction materials required on the project.
 - g. Continuing maintenance agreement specification.
- 4.3.3 Prepare a final cost estimate and construction schedule
- 4.3.4 Specify testing and inspection requirements of completed work.
- 4.3.5 Specify project close out documentation requirements.
- 4.3.6 Submit the project manual/contract documents and final cost estimate to the owner's representative for review and approval; and make any necessary modifications prior to bidding the project.
- 4.3.7 Successful firm shall prepare Bid Documents, including all required construction drawings and written Division 01 – 33 specifications. **Assembly of Project manual and general instructions to bidders and compilation of Project Specification Manual will be assisted by ACFE. Assume final submission to occur 4 weeks upon receiving 90% review comments from Albany County Sheriff and ACFE.**

4.4 Bidding and Contract Negotiation Phase: for the new **Emergency Management Facility;**
The Successful Proposer shall assist the County in all aspects of the bidding phase, including but not limited to:

- 4.4.1 Soliciting bidders and providing electronic PDF versions of plans and specifications to be used for bidding and preparation of contracts.
- 4.4.2 Conducting a pre-bid meeting and walk through to present project scope, field Contractor questions and preparation of any necessary addendums. Assist ACFE with contractor questions and prepare any necessary written replies for distribution by the Albany County Purchasing Department.

- 4.4.3 Assist with contractor interviews and with selection of lowest responsible bidders, to ensure clear understanding of project scope.
- 4.4.4 Assist with the evaluation of bids and make recommendations regarding award.
- 4.5 **Contract Administration Phase:** for the new **Emergency Management Facility;** Successful Proposer shall provide all contract administration services throughout completion of the project, as described below, and as required to complete the Project. These services shall include, without limitation the following:
 - 4.5.1 Provide completed Architect's/Engineer's Letter as required by The Albany County Office of Code Enforcement in conjunction with each Prime Contractor's Building Permit package.
 - 4.5.2 Successful firm shall review Contractor submittals for conformance to the provided contract specifications. Review contractor shop drawings and other submittals called for in the contract documents to determine if the contractor understands the contract documents.
 - 4.5.3 Successful firm shall prepare bulletins and/or review change order proposals when requested.
 - 4.5.4 Successful firm shall answer contractor questions during the project construction with follow-up written or verbal correspondence to Albany County Sheriff and ACFE when requested.
 - 4.5.5 Review contractor submittals, including shop drawings and product data, for compliance with approved construction documents. Provide comments for action as necessary to ensure compliance.
 - 4.5.6 Successful firm shall answer Contractor Request for Information (RFI) in written format. Copy Albany County Sheriff and ACFE on all correspondence.
 - 4.5.7 Maintain project records.
 - 4.5.8 Schedule and conduct pre-construction, construction and progress meetings, prepare meeting minutes and distribute to the County and all Contractors.
 - 4.5.9 Review progress schedule and inform the County of any discrepancies or delays, assist with actions required to maintain the proper execution of work.
 - 4.5.10 Review and approve change order proposals, make recommendation and forward to the County for execution.
 - 4.5.11 When work is substantially complete, prepare final punch lists and provide tests as required to ensure compliance with approved construction documents. Provide comments for action as necessary to ensure compliance. Successful firm shall attend Final Punch list Walk-thru; assist Albany County Sheriff and ACFE to prepare an "items-to-be-completed" punchlist
 - 4.5.12 Provide operation, maintenance and parts manuals.
 - 4.5.13 Provide as-built drawings prepared by a Licensed Professional Engineer.
 - 4.5.14 Provide Warranty/Guarantee certification.

- 4.5.15 Upon final completion of construction, successful firm shall provide certificate of completion to be filed with the Albany County Office of Code Enforcement.
- 4.5.16 Project cost and quality controls are key design factors that must be considered throughout the design and construction phases of the work. During the preliminary design phase the Architect/Engineer will work with the County representative to establish a construction budget that will become the basis for all future cost analyses. This cost estimate will be updated and further refined during all design phases of the work. All materials and building systems will require value engineering to assure that the County is getting the best quality product/system that is within their budget.
- 4.5.17 Before construction starts, the Architect/Engineer will be required to meet with the contractor(s) to review their proposed schedule of values for each trade, the construction schedule and specific methods of construction. Any potential problems will be worked out with the contractor(s) at this time.
- 4.5.18 During construction, the Architect/Engineer will conduct a bi-weekly job meeting with the County representative and the contractor(s). At all meetings, the project cost, quality, schedule, and any other potential problems will be evaluated and resolved.
- 4.6 Alternate - Construction Management Phase: Alternate scope of services to base proposal.**
- 4.6.1 The Construction Manager shall serve as the County's representative for the Construction Management of this project. The scheduling and planning of work shall be coordinated with the Albany County Sheriff's Office and ACFE.
- 4.6.2 Anticipate the project will consist of a minimum of (5) Prime Contracts. The Construction Manager will be responsible for the oversight and coordination of, and between all Prime Contractors, Albany County Sheriff's Office and ACFE; General Contractor (GC), Plumbing Contractor (PC), Mechanical Contractor (MC), Electrical Contract (EC) and Fire Sprinkler Contractor (FSC).
- 4.6.3 Construction Manager shall coordinate all scheduling of construction work with the Albany County Sheriff, and ACFE. Construction Manager should be aware of coordination with all other capital projects ongoing within the Albany County Sheriff's Office Public Safety Campus.
- 4.6.4 Construction Manager shall assist, coordinate, and direct prime contractors to develop construction procedures for phased construction as required to maintain all existing facility operations. Construction Manager and Contractors shall develop and manage a schedule for removal and installation of new and existing E-911 equipment and must ensure uninterrupted operation of the E-911 Communications System.
- 4.6.5 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Request for Proposal in an expeditious and economical manner consistent with the interests of the Owner.
- 4.6.6 All coordination required with prime contractors and National Grid Electric Services.
- 4.6.7 Coordination and scheduling of any existing private utilities, and subsurface exploration of the construction site.

- 4.6.8 Construction Manager is responsible to ensure all building systems are installed and constructed in compliance with the Architects design documents and also ensure compliance with the NYS Building Code and all public entities having jurisdiction. Deviations shall be immediately brought to the attention of the Albany County Sheriff with written documentation.
- 4.6.9 The Construction Manager shall provide a preliminary evaluation of the Owner's program, time schedule and construction budget requirements including but not limited to Construction and additional Owners Costs (i.e. insurance, furniture, fixtures and equipment, etc) each in terms of the other.
- 4.6.10 The Construction Manager shall prepare and periodically update a Project Schedule along with Project Budget. Final Proposed Project Schedule will be prepared by the Construction Manager.
- 4.6.11 The Construction Manager shall, in conjunction with Albany County Purchasing Department, prepare the RFB Documents for Special Testing and Inspections per NYS Building Code and design specifications.
- 4.6.12 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect/Engineer and Contractors.
- 4.6.13 Utilizing the Construction Schedules provided by the Construction Manager, and Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect/Engineer.
- 4.6.14 Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.
- 4.6.15 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.
- 4.6.16 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.
- 4.6.17 Based on the Construction Manager's observations and evaluations of each Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

- 4.6.18 The Construction Manager shall review Project Applications for Payment based on the Contractors' Certificates for Payment and respective work performed to date. Construction Manager shall also review all Prime Contractor's certified payroll to ensure payrolls meet all prevailing wage rates.
- 4.6.19 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
- 4.6.20 The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.
- 4.6.21 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect/Engineer, may reject Work which does not conform to the requirements of the Contract Documents.
- 4.6.22 The Construction Manager will submit a monthly projection of total costs of the project and update the costs on a monthly basis until project is paid and complete.
- 4.6.23 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect/Engineer and Owner, and if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect/Engineer's modifications to the Documents. Construction Manager shall maintain an updated log of all change orders and construction directives readily available at the owner's request.
- 4.6.24 The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner and Architect/Engineer including information on each Contractor and each Contractor's work, as well as the entire Project, showing percentages of completion. The Construction Manager shall

keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, work accomplished, problems encountered, and other similar relevant data as the Owner may require.

- 4.6.25 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect/Engineer and upon completion of the Project shall deliver them to the Owner.
- 4.6.26 With the Architect/Engineer and the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment.
- 4.6.27 When the Construction Manager considers each Contractor's work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Architect/Engineer, prepare for the Contractors a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall conduct inspections to determine whether the Work or designated portion thereof is substantially complete, prior to the Architect/Engineer conducting their final review.
- 4.6.28 The Construction Manager shall coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Contractors and make recommendations to the Architect/Engineer when work is ready for final inspection. The Construction Manager shall assist the Architect/Engineer in conducting final inspections.
- 4.6.29 The Construction Manager shall secure and transmit to the Architect/Engineer warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Owner a final Project Application for Payment upon compliance with the requirements of the Contract Documents.
- 4.6.30 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract executed pursuant to this RFP shall be from the date of award until project completion.

- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services. All reimbursable expenses must be included in the total cost submitted. Cost Proposal Form included herein
- 6.2 Provide any other relevant information that will assist the County in evaluating your proposal.
- 6.3 Detail the fee structure for the Proposal. **Prepare separate fees for the new Emergency Management Facility;** Cost Proposal Form outline below, including an Alternate Fee for Construction Management Services;
- a. Design Development Phase
 - b. Construction Document Phase
 - c. Bidding and Contract Negotiation phase
 - d. Contract Administration Phase
 - e. **Alternate - Construction Management Phase**
- 6.4 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Sheriff's Office and Albany County Department of General Services. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's comprehension of the required (work) Scope of Services	25%
Prior experience in similar building construction projects	25%
Professional Qualifications	10%
Total proposed price which must include <u>all</u> expenses	30%
Client References	10%

8.3 Proposals will be examined and evaluated by the Albany County Sheriff's Office and Albany County Department of General Services with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save hold harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycounty.com

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

(d) **Professional Liability:** A policy or policies with limits not less than \$5,000,000.00.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW

YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment

of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 22: SECTION NOT IN USE

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON-APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)
- (b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the

Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: SECTION NOT IN USE

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**



Clarksville School Building Assessment
ALBANY COUNTY SHERIFF'S OFFICE



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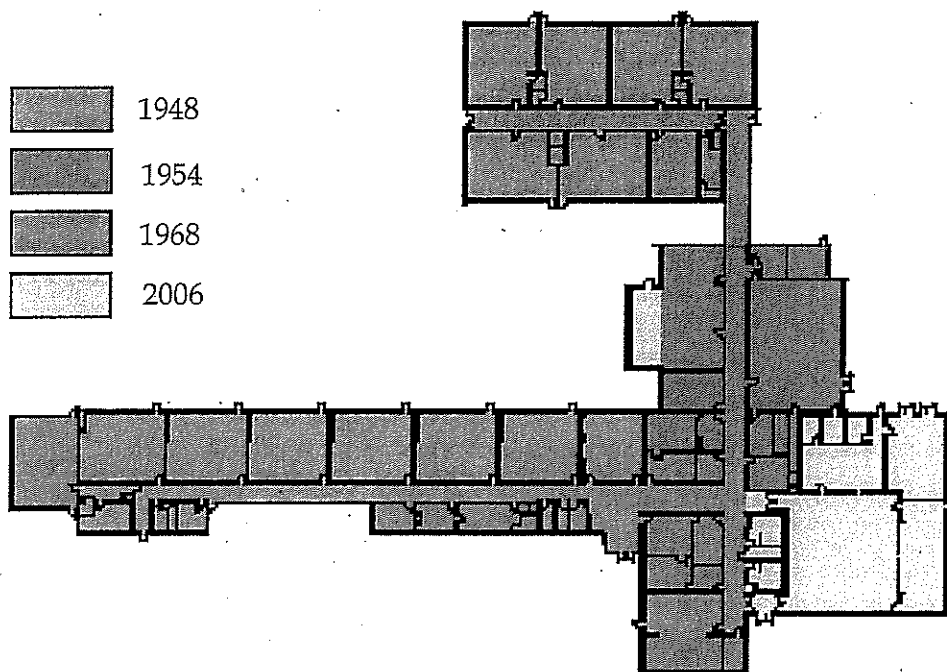
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1. INTRODUCTION

The County of Albany has commissioned WCGS Architects, Huston Engineering and WEB Engineering to perform an Assessment of the former Clarksville Elementary School located at 58 Verda Avenue in Clarksville, New York. The purpose of the Assessment is to provide the Albany County Sheriff's Office with a description of the condition of the building and its systems prior to the Sheriff's Office purchase of the facility from the Bethlehem Central School District. The Assessment has investigated conditions in the following categories:

- Architecture (Building Envelope and Interior)
- Building Code and Regulatory Compliance
- Building Structure
- Mechanical Systems
- Electrical Systems
- Plumbing Systems
- Fire Protection Systems
- Telecommunications Systems
- Security Systems
- Kitchen Equipment
- Furniture

The Clarksville Elementary School was originally constructed in 1948 and has since undergone several additions and renovations to reach its present state.



1. INTRODUCTION

The building ceased operations as a school in 2012 and has been occupied by the Albany County Sheriff since then through a lease agreement with the School District. Currently the building accommodates Sheriff patrol, Town of New Scotland Justice Court and community activity functions.

This Assessment Report is based upon our Project Team's review of drawings and documents obtained from the Bethlehem School District and our site visit on May 4, 2018 to observe existing conditions. Documents such as the "2015 Five-Year Capital Facilities Plan" cited throughout this Report can be found in the Reference Documents section of the Report. Room numbers cited are found on the floor plan in the Reference Documents section.

Note: The Assessment represents a professional opinion based upon the information indicated within and upon past experience with similar conditions. This report is not intended to be a complete or comprehensive review of the structure and only addresses the readily apparent conditions observed during our visit. Unknown and/or hidden conditions may exist. The work has been performed in accordance with generally accepted principles and practices of architecture and engineering. No either expressed or implied warranty is provided.

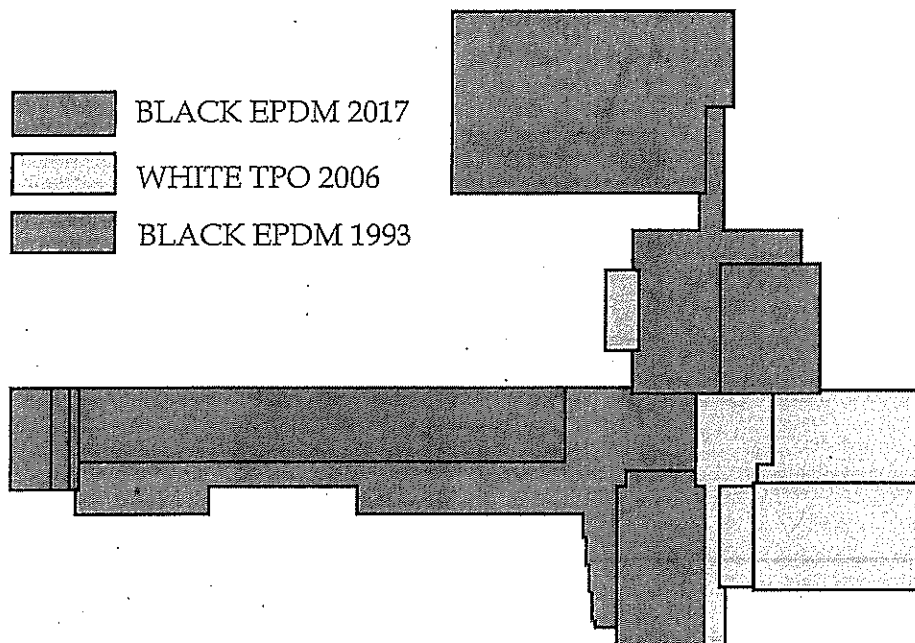
The Sections on the following pages describe our findings.

2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

2.1 Building Envelope

.1 Roof

The roof surfaces consist of multiple different roof covering materials applied at different stages of the building's history, as shown below:

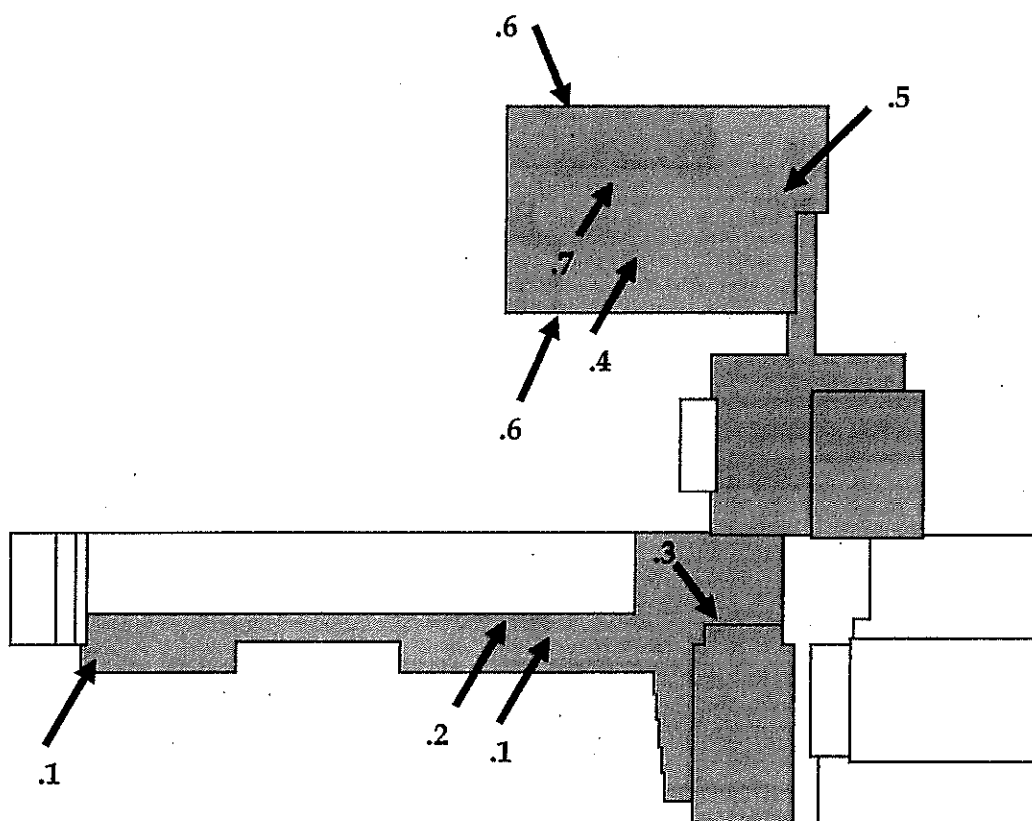


2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

1993 Roof Installation

This black EPDM roofing installation extends over portions of the 1948 building, the 1954 addition and the 1968 addition and comprises approximately 20,900 square feet of roof area.

Generally, the 1993 portions of the roof have reached or are reaching the end of their useful life. These roof areas were identified as a high priority for replacement in the 2015 Facilities Plan.



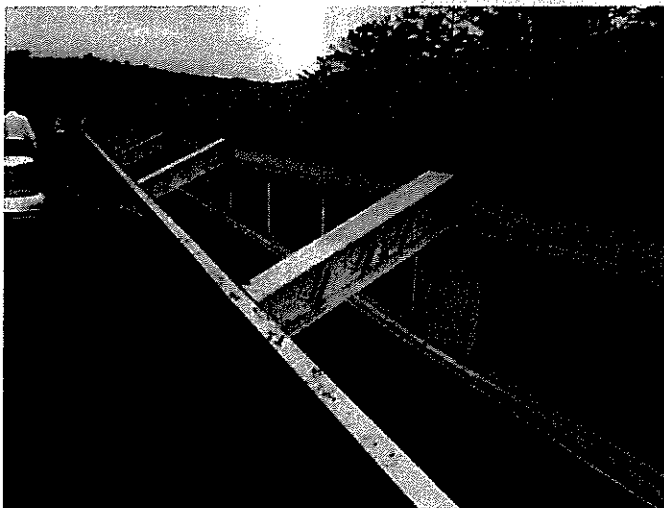
Numbers shown above correspond to items identified on the following pages.

2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .1 Multiple instances of ponding were observed, indicating insufficient slope to drains or scupper outlets. Separation of the roof membrane from the substrate was observed, in the form of areas of loose membrane bubbling from the substrate. Occupants described recurring leaks in Room 15, which contains telecommunications equipment for the town court. Insulation above the ceiling /below the roof in this area has been removed, which may result in additional heat loss and cause additional water infiltration.

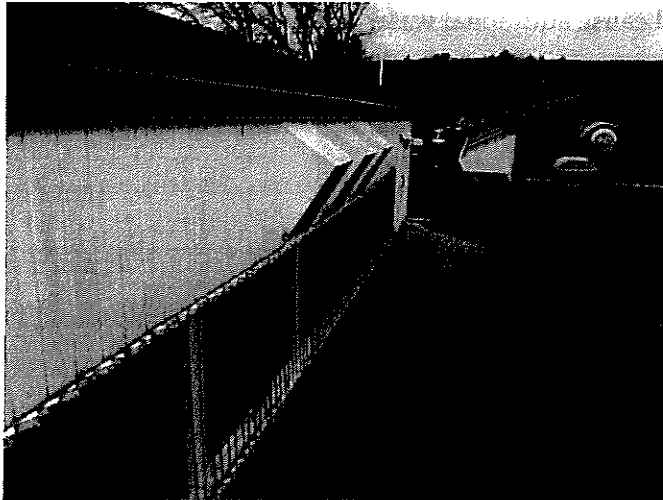


- .2 The roof membrane at the clerestory windows on the south side of Rooms 8, 9, 10, 11, 12 and 13 has a very short (approximately 3 inch) vertical return below the windows. Building occupants report that snow from the roof above the clerestories slides down on the roof below, piling up and causing water infiltration through the windows if the snow is not manually cleared.



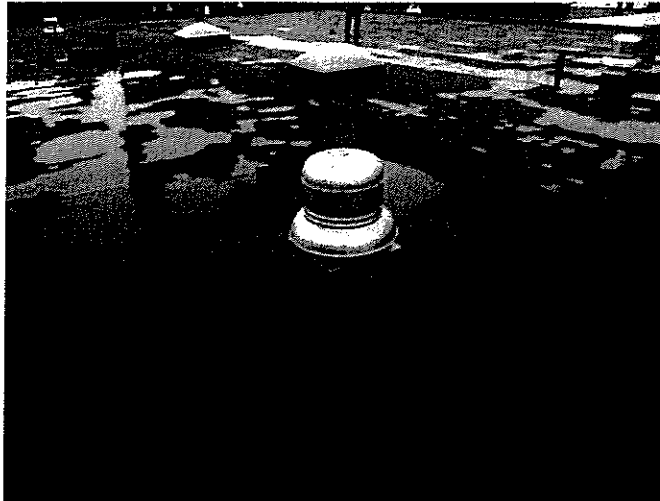
2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .3 Building occupants report repeated instances of leaks around the skylight in the passage space adjacent to Room 30. This is possibly another area with insufficient vertical return of the roof surface, which allows snow against the wall to infiltrate as water.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .4 On the 1968 wing there were multiple shallow areas of ponding, indicating insufficient slope to the drain. The membrane appears to have maintained its bond to the substrate on this portion of the building.

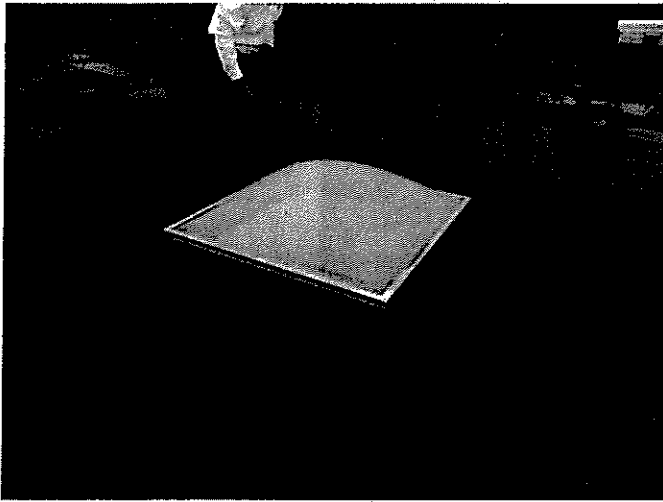


- .5 This roof area is served by only one roof drain, making it susceptible to overflow or leaks if the drain becomes clogged and is not maintained. Building occupants reported that multiple adjacent tall pine trees dropping their needles on to the roof have caused drain blockages previously, and the 2015 Facilities Plan recommended annual clearing of the roof drain. When this roof is replaced, consideration should be given to providing at least one additional roof drain.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

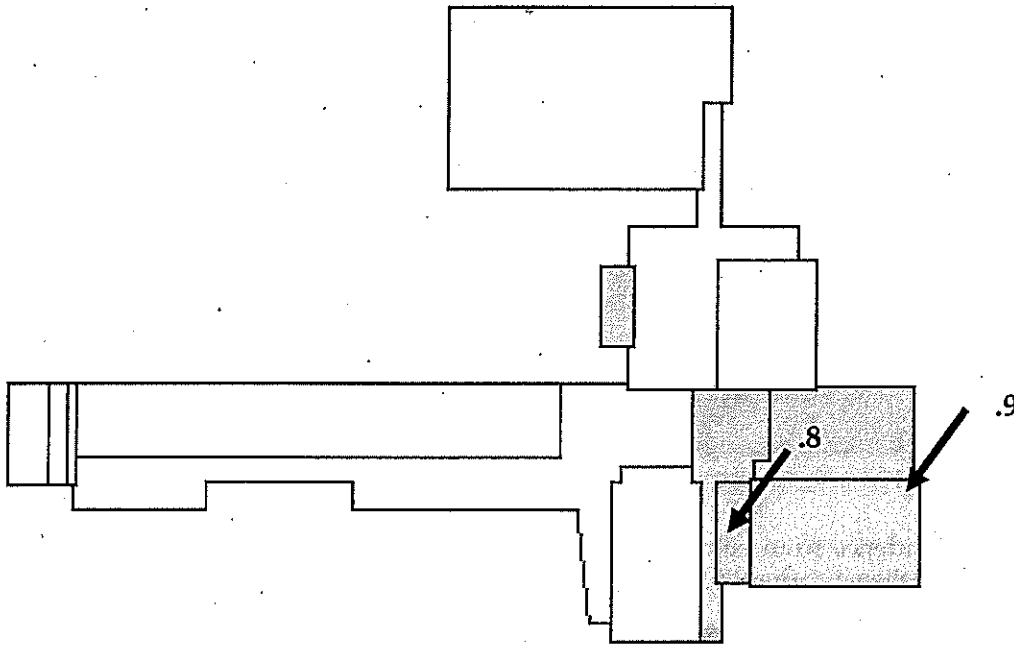
- .6 There are two overflows scuppers along the north and south edges of the roof. However, these are located so far to the west of (and much higher than) the drain that the roof is more likely to overflow onto the adjacent lower roof than through the relief scuppers. When this roof is replaced, scuppers should be located to adequately protect the roof.
- .7 This roof area contains two skylights, which building occupants indicate have been an occasional source of leaks. Observation of the skylights found water visible below the glazing at the top of the curb, indicating that there is no path for escape from the assembly once it has infiltrated.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

2006 Roof Installation

This white TPO roofing installation extends over the 2006 addition and portions of the 1954 addition and comprises approximately 8,200 square feet of roof area.



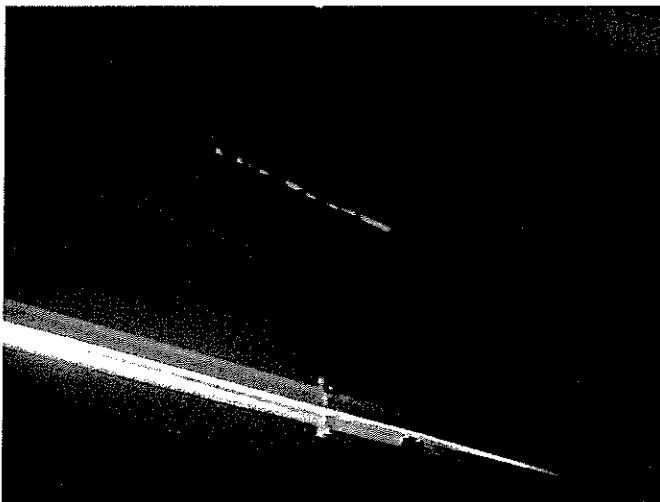
Numbers shown above correspond to items identified on the following pages.

2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .8 There are areas of significant ponding, indicating insufficient slope to the roof drains above Rooms 27 and 28 and the adjacent passages. The roof surface is spongy in several location, indicating that the substrate below has been degraded due to water infiltration.



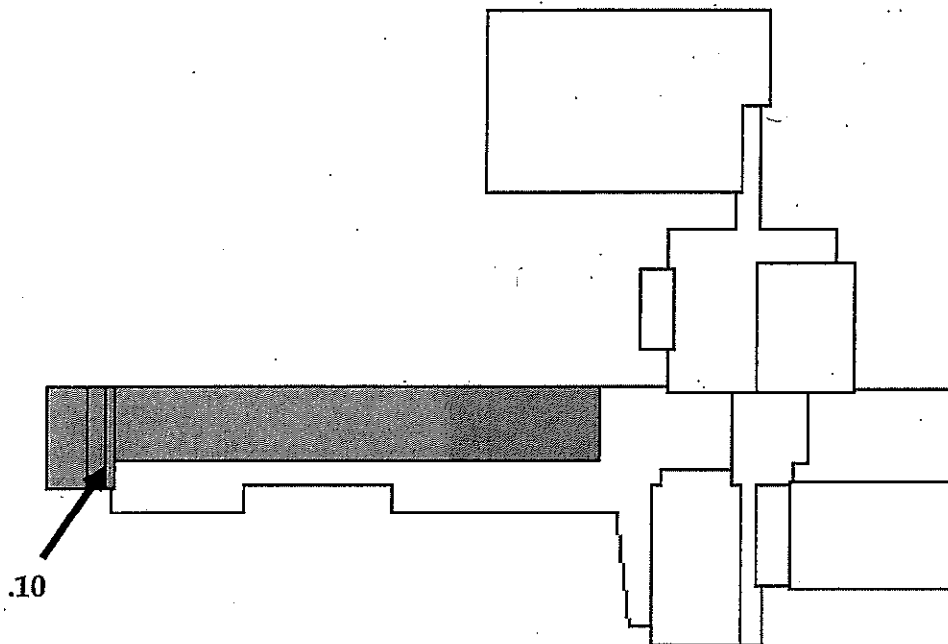
- .9 There is evidence from below of an active roof leak above the northeast corner of Room 42 and the southeast corner of Room 41.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

2017 Roof Installation

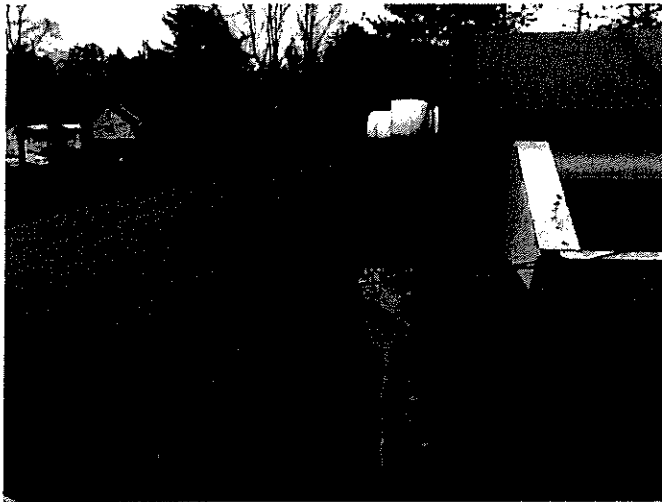
This black EPDM roofing installation extends over portions of the 1948 building and the 1954 addition and comprises approximately 7,200 square feet of roof area.



Numbers shown above correspond to items identified on the following pages.

2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .10 Building occupants reported recurring leaks above Room 14 at the intersection with the 1948 wing. Where the sloped roof intersects with the flat roof the membrane has detached from the substrate, preventing water from reaching the drain, which may be causing ponding and allowing for water infiltration.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

2.2 Exterior Walls

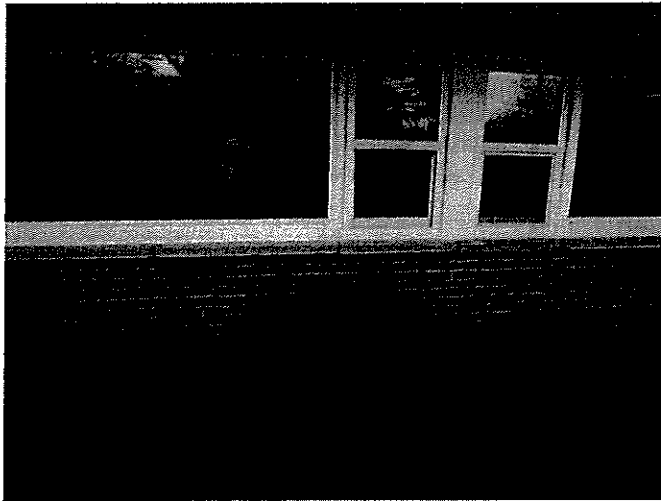
- .1 Numerous instances of deteriorated brick and mortar on the 1948 and 1954 sections were identified. Brick and mortar in these areas will require replacement for at least several courses above the ground. This deterioration was listed in the 2015 Facilities Plan, and appears to be caused by three conditions:

Salting of adjacent walking and driving surfaces:



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

Water from roof drains or scuppers falling uncontrolled onto ground mounted splash blocks and splashing onto the adjacent brick wall surfaces. Erosion from the splashing and freeze / thaw action of the splashed water is likely responsible for the resulting deterioration. Brick in these areas may be salvageable if cleaned. The mortar will at a minimum require repair.

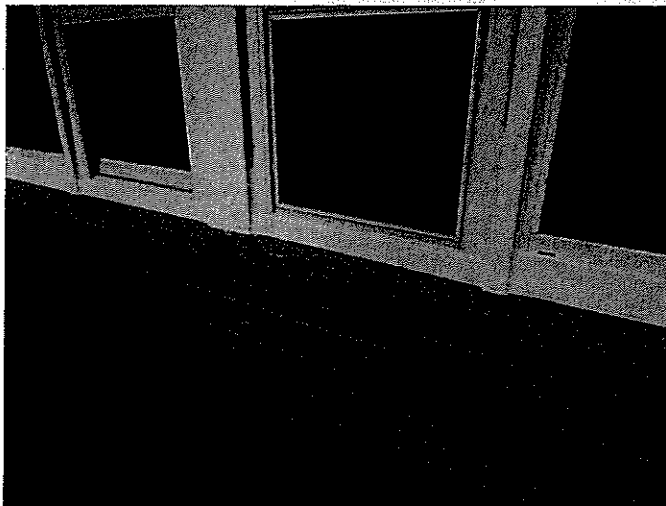


2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

Incorrect slope of the concrete walkway below the main entrance directs water toward the brick wall, allowing it to pool against the brick and cause damage from freeze / thaw action. Brick and mortar in these areas will require replacement for at least several courses above the ground.

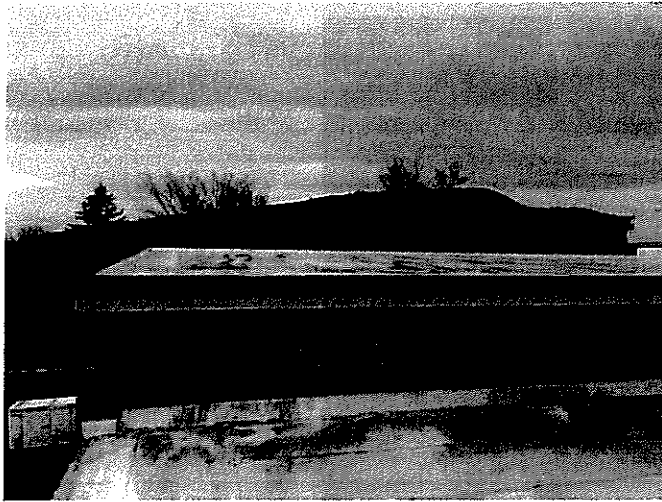


- .2 Precast concrete sills below numerous windows on the 1948 wing are cracking and breaking apart, with fracturing of one sill exposing the steel reinforcing bar. This damage is referenced in the 2015 Facilities Plan. Replacement of the damaged concrete sills will be required at these locations.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .3 The EIFS wall surface on the north wall of the 2006 addition above the adjacent roof is stained and may have mold growth present. This may be due to the lack of sun on this exposure combined with moisture from snow accumulating on the roof below. This is the area of the roof leak identified in 2.1.9.



- .4 Finish grade outside of Room 25A/25B/24A/22/20 extends above finished floor height. This condition may allow for moisture infiltration through the exterior masonry wall.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .5 Metal panel between exterior doors on the west side of the 1968 addition is corroded at grade, and will likely need replacement.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

2.3 Openings

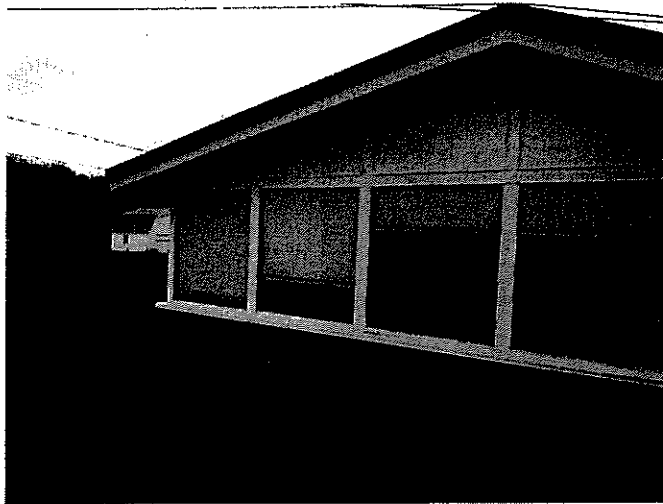
- .1 Metal doors to the exterior from Rooms 8, 9, 10, 11, 12 and 13 are corroded at their base. This may be partly a function of uncontrolled water hitting the ground from the roof edge above. Building occupants report no current issues with water infiltration at the doors. Ground mounted concrete pads at these locations have shifted to slope toward the building at these doors. These issues were identified in the 2015 Facilities Plan. If doors are no longer required from these rooms, consider replacement with solid panels. If doors are required consider replacement with FRP doors similar to those used in other locations of the building, and the installation of new concrete pads with proper slope.



- .2 Building occupants reported air leakage from the northern most grouping of windows in Room 20. These windows should be investigated to determine if repairs to sealant joints are sufficient or if window replacement is required.

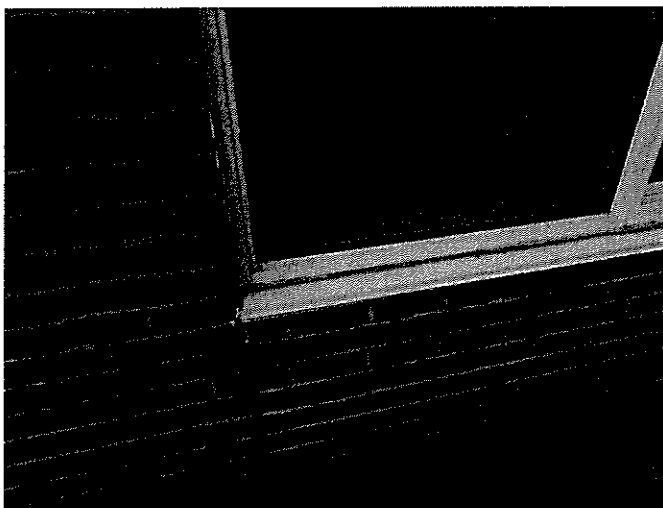
2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .3 Some exterior windows at Room 14 are original single pane glass units, which provide poor thermal performance. A portion of the windows have had new insulated glass units set into the existing frames with sealant. Thermal performance of the non-thermally-broken frames will continue to be poor. Exterior steel frames have been painted, and paint has begun to peel from the frames.



2.4 Sealant Joints

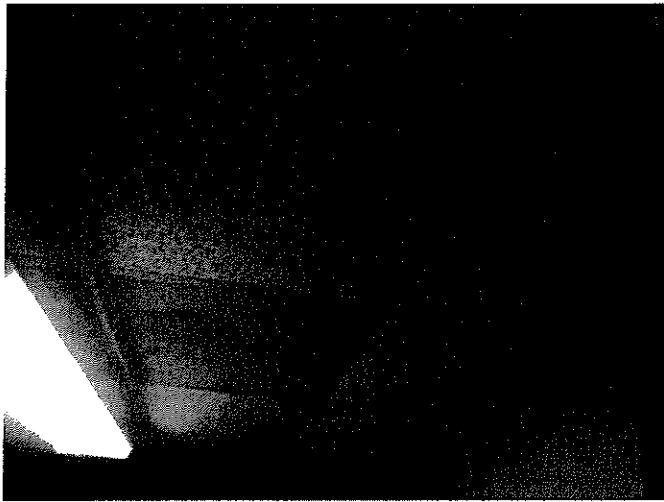
- .1 Sealant joints at opening perimeters and control joints show evidence of deterioration. Consider recaulking of all exterior joints to prevent moisture infiltration. Analysis of existing caulking material must be performed prior to removal to determine the presence of hazardous materials.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

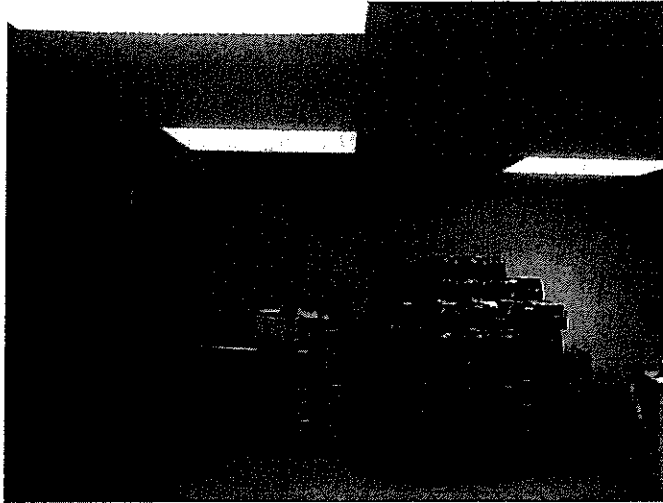
2.5 Building Interior

- .1 Floor tiles have come loose in several spaces of the 1968 addition. This is potentially the result of moisture coming through the concrete floor slab. It is recommended that thorough testing of the slab moisture content be performed prior to any floor finish replacement.
- .2 The ceiling tile and grid in Room 15 is stained / damaged due to recurring roof leaks. Ceiling tile should continue to be replaced as needed, with consideration for replacing corroded areas of grid when roof leaks have been resolved.



2. ARCHITECTURE (BUILDING ENVELOPE AND INTERIOR)

- .3 Ceiling grid and tile are missing in Room 44 (Kitchen). This area of ceiling had accommodated dishwashing equipment during school operations, and should be replaced if the space is to be further used as a kitchen.



2.6 Hazardous Materials

- .1 Asbestos is present in building materials located in several sections of the building. In 1988 the Bethlehem Central School District completed an Asbestos Management Plan that identified asbestos containing materials and began the process of abatement, which has occurred in areas undergoing renovation since the Management Plan went into effect.

The School District has also performed regular monitoring of the remaining asbestos containing material on site to verify that conditions have not become more hazardous. The original Asbestos Management Plan and subsequent monitoring documentation is available from the School District, and this information must be taken into account in the planning and budgeting for potential renovations to the building.

3. BUILDING CODE AND REGULATORY COMPLIANCE

3.1 Building Code

- .1 Renovations to the facility will be governed by the current version of the International Existing Building Code. The IEBC sets different compliance requirements for different levels of alteration or addition to the building, and these requirements must be analyzed for each potential alteration or addition to determine the level of compliance required.
- .2 Use of the building for Sheriff's patrol (Business B occupancy) and Town Court (Assembly A-3 occupancy) may result in different application of the building codes than the facility's previous use as an Education occupancy.
- .3 The 2006 addition provides for the required two hour fire barrier occupancy separation between a Business and an Assembly occupancy.
- .4 Under the current IEBC, the change of occupancy from Education to Assembly requires that a fire sprinkler system be provided for the Assembly occupancy.

3.2 Accessibility Code

- .1 Compliance with accessibility code requirements is also governed by the IEBC, which will have different thresholds for compliance depending upon which areas of the building are altered and the extent of the alterations.
- .2 In general, access to building spaces (width of travel pathways, sloping surfaces, door swings) is already provided throughout the building. Accessible toilet rooms are also provided in Rooms 27 and 28.
- .3 Improvements to door hardware and accessible signage should be considered in older portions of the building. The area of the 2006 addition includes these features today.

3. BUILDING CODE AND REGULATORY COMPLIANCE

3.3. Historic Building Regulations

- .1 The Clarksville School building was added to the National Register of Historic Places in 2008 for its architectural significance as an example of modern architectural school design, based upon the original 1948 building. This listing means that any modifications made to the building that make use of federal funding must abide by the preservation guidance provided by the local authority having jurisdiction, which in New York State is the State Historic Preservation Office (SHPO). Conversely, building modifications made with funding from other than federal sources are exempt from compliance with preservation guidance. The Sheriff's office will have the option of voluntarily seeking guidance from SHPO when modifying the building.

4. BUILDING STRUCTURE

4.1 Exterior

.1 Roof and Exterior Walls Above Low Roofs:

The several additions that have occurred since construction of the original 1948 building have resulted in many different roof levels and exterior brick wall surfaces between lower and higher roof levels. The following items were observed from the roof levels.

- .1 Deterioration in the form of cracks, offsets, loose units, and eroded mortar joints were observed at the top (all sides) of the masonry chimney located in the original 1948 building. This damage allows moisture to penetrate the exterior surface, will continue to deteriorate, and should be repaired.

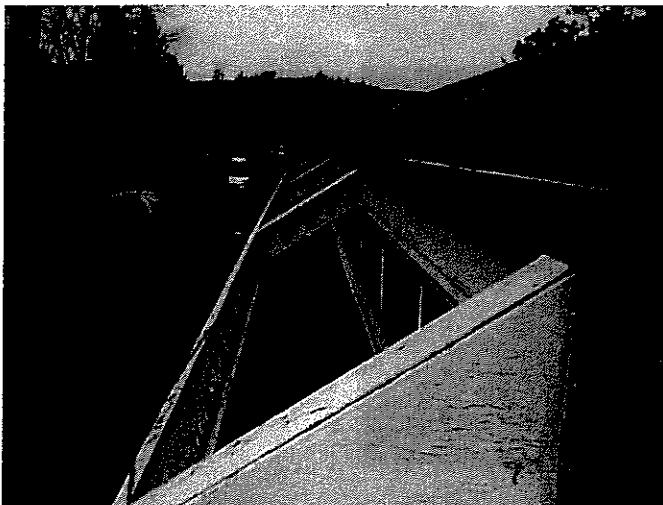


4. BUILDING STRUCTURE

- .2 A few cracks were observed in the exterior brick surfaces of the two gable ends of the pitched roof sections of the original 1948 building. This allows moisture to penetrate the exterior surface, causing continuing deterioration, and should be repaired.

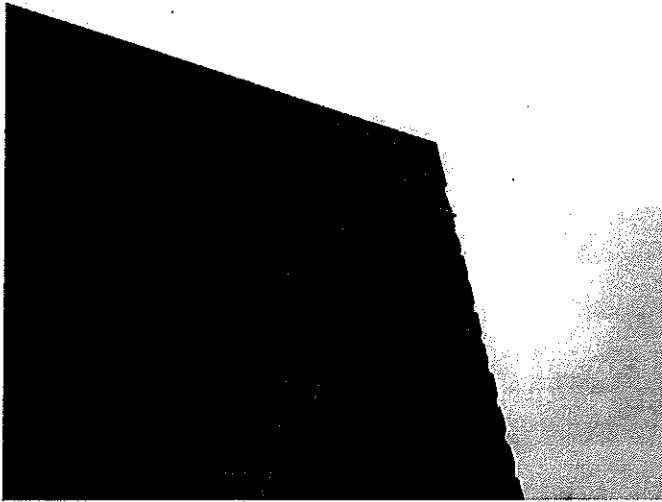


- .3 Rust and peeling paint was observed on the exterior steel surfaces of the 1948 Building clerestory sunshade framing. Deterioration appears minor but will continue to progress. Scraping and repainting is recommended.

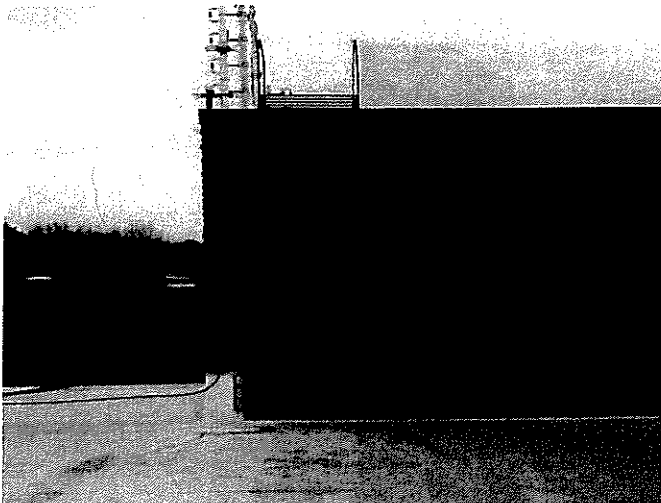


4. BUILDING STRUCTURE

- .4 Minor cracks in the mortar joints were observed at the upper corners of the 1954 Addition Play Room (Gymnasium Room 21). These should be repaired to prevent water infiltration.



- .5 peeling and missing paint and rust is present on the steel ladder and ladder anchors extending from the low to high roof at the 1954 Addition Gymnasium. Current conditions do not appear to represent a significant structural concern, but deterioration will continue if not addressed.



4. BUILDING STRUCTURE

- .6 The multiple roof levels that exist in the Original 1948 Building and that were created in the additions since, increase the potential for snow drifts to develop on the lower roofs against the walls of the higher levels. While design of roof structures for snow drifts is a current code requirement it was not a specific requirement at the time in which several of these buildings/additions were constructed. While we do see evidence (not appearing to be part of the provided existing building drawings) of some potential roof reinforcing (south side of 1954 Gymnasium), it is likely that portions of the existing roof structures are not capable of supporting a current code required snow drift load. Additional analysis and investigation of the lower roof structures would be required to fully understand the extents of this issue. Unless addressed, snow drift conditions should also be monitored and removed if they become significant.

.2 **Exterior Walls Below Roof**

For the most part the exterior surface of the perimeter walls in all portions of the building is brick masonry. The original building and earlier addition perimeter walls appear to consist of composite (no air space) brick (exterior) and concrete (interior) masonry. The 2006 addition exterior walls appear to consist of brick and concrete masonry cavity (air space) walls. The following items were noted from the ground level.

- .1 What appears to be exposed and rusting horizontal joint reinforcing was observed at a few locations in the west exterior wall of the 1968 Addition. This is likely the result of water infiltrating the wall surface and joint reinforcing being installed too close to the face of the wall. This should be addressed to prevent further deterioration.



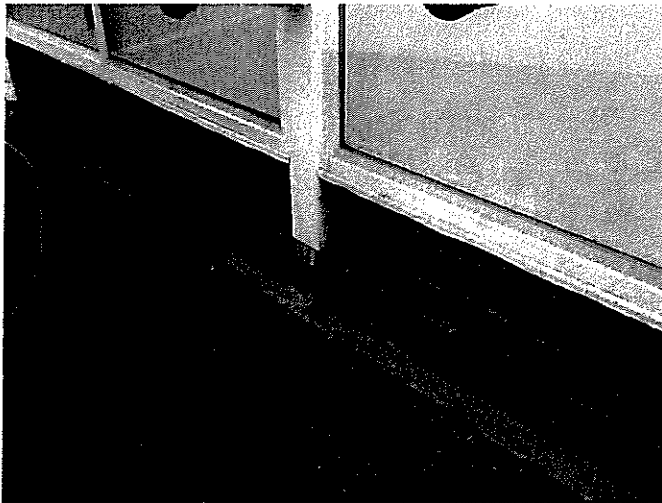
4. BUILDING STRUCTURE

- .2 Mortar is missing at the ends of a few steel lintels located over exterior openings at the Original 1948 Building and the 1954 Addition. Rust has started to form on the lintels in places. The steel surfaces should be treated, and the mortar replaced to slow the deterioration.

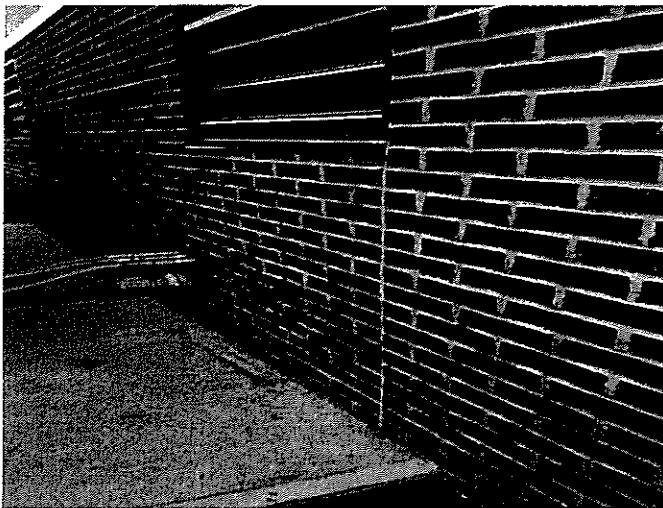


4. BUILDING STRUCTURE

3. Significant deterioration of the lower sections of the west wall of the 1954 Addition Gymnasium is present in the form of eroded mortar joints in the first few courses of brick and what appears to be significant rusting of the outer surface of the structural steel columns which support the roof structure. The full extent of this damage requires further investigation and reinforcement of the steel columns is likely needed. The assessment Project Team is preparing a scope of work to perform removals necessary to better understand the degree of deterioration and development of documents describing any required repairs. Scope of work and estimate provided under separate cover.

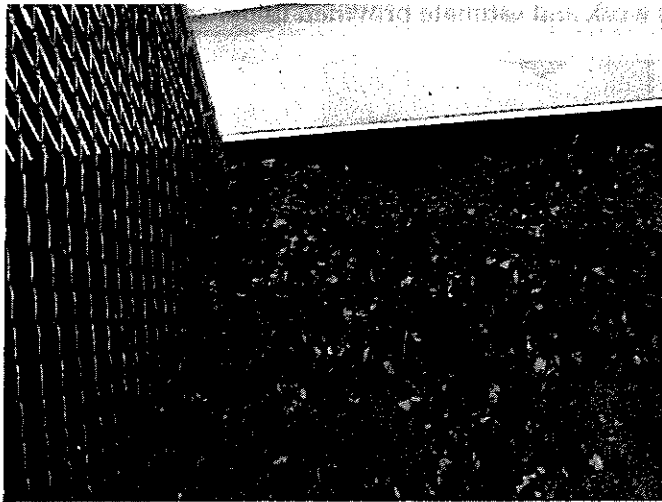


4. A vertical crack in the brick veneer was observed on the west wall of the 2006 Boiler Room Addition. The cause is unknown but appears to be the result of possible impact to the wall. This should be repaired to prevent water infiltration.



4. BUILDING STRUCTURE

5. What appears to be broken foundation masonry allowing water to enter the pipe trench located along the north wall of the classroom wing of the Original 1948 Building was observed at several locations. Additionally, exterior grade along this wall is high and nearly level appearing to direct water towards the building. A continuous stream of water was observed flowing into the boiler room located at the end of this trench. The foundation wall should be repaired and sealed, and water should be directed away from the building.



6. In general grading around the perimeter of the building is flat, in some instances actually directs water towards the building (from roof drains / scuppers and surface runoff). These conditions are causing deterioration of the structure in the form of rusted columns, deteriorated brick and deteriorated foundation walls. Efforts should be made to direct all water away from the building.

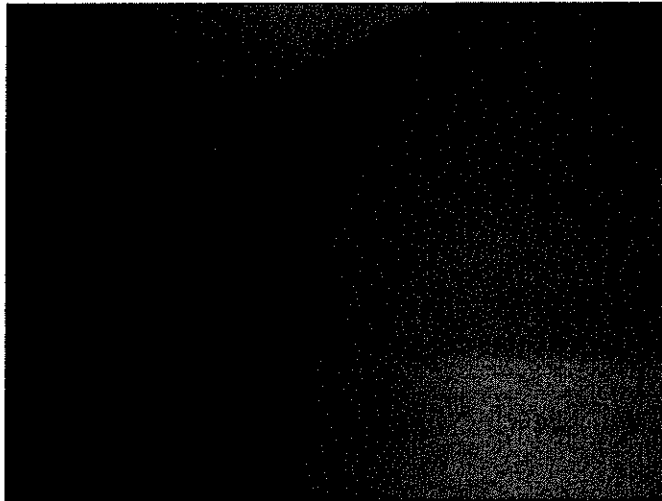
4.2 Interior

.1 Interior Structural Observations:

Generally, with a few exceptions, the building's roof and wall structure are not exposed to view due to interior and exterior finishes. Observations were limited to the condition of these finishes and a few locations where the structure was exposed to view or where viewed from isolated locations where ceiling tiles were removed.

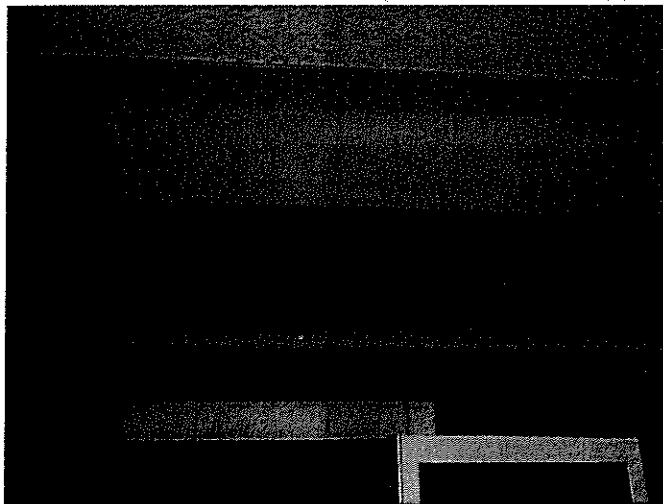
4. BUILDING STRUCTURE

- .1 Cracks or wrinkled interior finishes were observed at the heads of the doorways leading from the main hall to the former classrooms at the Classroom Wing of the Original 1948 Building. While these do not appear to be bearing walls (roof is supported by beams and columns) it may be evidence of some minor foundation or slab movement. Additionally, this wall is directly below the clerestory and has been reported to be the location of ongoing roof leaks which should be addressed. Ceiling tiles were removed at a couple locations where we were able to see small (because of mechanical systems) portions of the wood roof framing. No significant structural deterioration was observed, however hidden conditions could exist. We did note that roof insulation had been removed at a few of these locations which due to heat loss may encourage additional snow melt and water infiltration.



4. BUILDING STRUCTURE

- .3 Evidence of past roof leaks were observed in the ceiling of the 1954 Addition (Room 14) located at the west end of the Original 1948 Building. These were hard ceilings preventing observation of the roof structure. The roof structure in this location pitches back to and directs water and snow towards the Original Building Gable End Wall. We did not note signs of significant structural distress, but hidden conditions may occur. The leaks should be addressed, and the structure investigated during finish replacement.



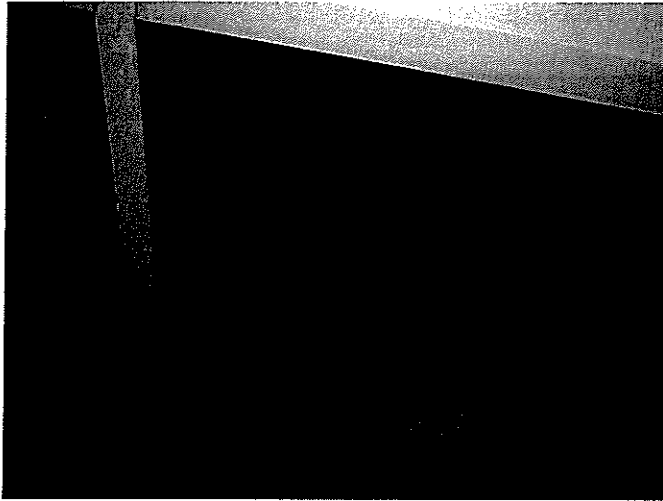
4. BUILDING STRUCTURE

- 4 Evidence of significant water infiltration is present in the Original 1948 Boiler Room Pit. Water was actively entering the building at the time of our visit, and the interior surface of the concrete masonry walls are starting to deteriorate. This is a location where exterior grade is above finished floor and where the previously noted pipe trench ends. This is not currently a significant structural concern but could become more concerning if the water infiltration is not addressed.



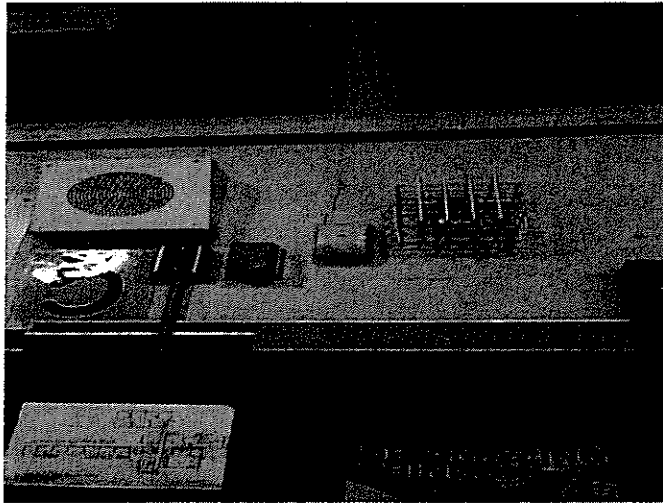
4. BUILDING STRUCTURE

- .5 It appears that modifications to the roof structure in the form of removed blocking and altered joist framing has occurred above the Server Room located at the east end of the Original 1948 Building. These modifications should be investigated further to ensure they have not weakened the roof structure.



4. BUILDING STRUCTURE

- .6 A few vertical cracks were observed on the interior face of the concrete masonry walls of the 1954 Addition Gymnasium. Currently these do not appear to represent significant structural concerns and may be the result of the lack of control joints in these walls (common for this age of structure). These should be monitored and addressed if changes occur in the future.

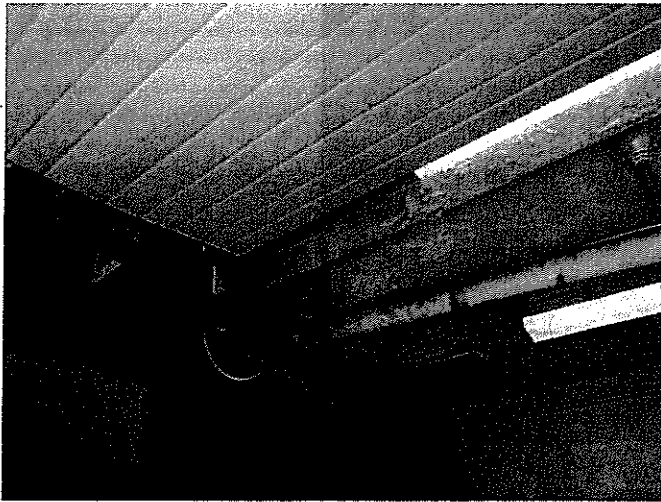


- .7 Two vertical cracks were observed in the concrete masonry wall at the joints between the 1954 Addition and the small 2006 Addition in Room 20. The 2006 Addition drawings call for this to be a soft joint (allowing movement) but it appears a fully mortared joint was installed. While unsightly this does not appear to represent a significant structural concern. Routing out of the mortar and installation of a soft joint would be a cosmetic option.



4. BUILDING STRUCTURE

- .8 Evidence (peeling paint and stains) of past roof leaks possibly from the adjacent roof drain were observed in the ceiling of the 1954 Addition Garage. The structure was not exposed to allow direct observations. Given the type of construction (wood joists and steel beams) and the fact that this location is directly adjacent to a higher roof (Gymnasium) with snow drift potential we suggest additional investigation (ceiling removal) of this area of roof to determine if any of the structural framing has deteriorated.



- .9 A vertical crack is present in masonry wall at the southwest corner of the 1954 Addition Garage (Room 24A). Currently this does not appear to represent significant structural concerns and may be the result of potential foundation movement or differential movement between the buildings. This should be monitored and addressed if changes occur in the future.



5. MECHANICAL SYSTEMS

5.1 Mechanical Systems

.1 Boiler System:

New fire tube, dual fuel fired, boilers were installed during the major renovation that took place in 2006. The two (2) boilers are:

- .1 Burnham Commercial Model 4SW-100.
- .2 Rated 70 BHP output, 21 GPH when fired with #2 Fuel oil, and 2929 MBH input when fired with gas.
- .3 The boilers include Power Flame modulating burners, rated for 2.5 to 21.0 GPH for #2 fuel oil and 428 to 2830 MBH for LP gas.
- .4 The boilers presently fire on fuel oil stored in the 10,000 gallon storage tank installed in 2006 and located at the east side of the parking area east of the boiler room.
- .5 New double wall boiler flues were installed at the time and extend directly through the roof of the boiler room. These appeared to be in good condition and there was no sign of roof leaks at this penetration.
- .6 The boilers include a propane gas train, although this is not presently connected. This was and still is common in public schools to provide flexibility in fuel selection. If natural gas is extended to this area in the future, the boilers could be connected to that source. Or if emergency operation is required, the boilers could be provided with propane tanks as a back-up source.
- .7 One (1) of the boilers was in an alarm during our visit, but this is expected to be just a simple maintenance item rather than a boiler issue.
- .8 These boilers are approximately ten (10) years old and appear to be in excellent condition. Boilers of this style would be expected to have a useful life of thirty to forty (30 - 40) or more years.

5. MECHANICAL SYSTEMS

- .9 Maintenance records should be obtained from the school district. We would expect that combustion testing would have been completed annually by the district, but if not, we would recommend that combustion testing and adjustment be performed.

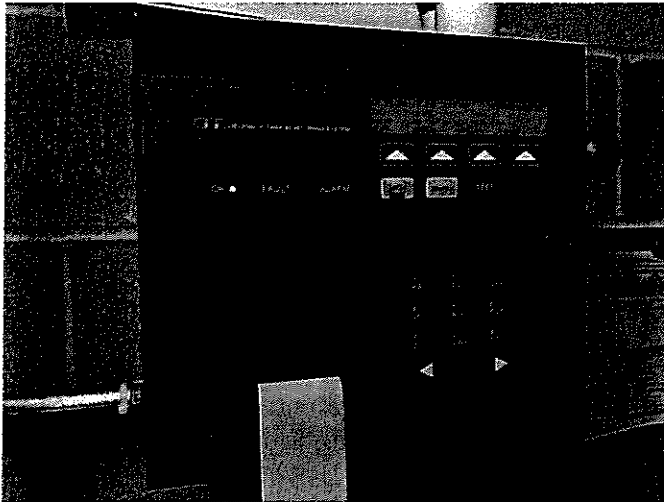


.2 Fuel Storage:

- .1 A new 10,000 gallon, double wall storage tank was installed during the 2006 renovation.
- .2 The system includes an Omntec leak detection system located in the Boiler Room. At the time of the inspection, the panel was indicating "normal" status.
- .3 A Webster Duplex oil pump set draws oil from the tank, distributes to the two (2) boilers and returns the excess circulated oil back to the storage tank.

5. MECHANICAL SYSTEMS

- .4 Due to the age and limited visual observation of the system, we would not anticipate this fuel storage and delivery system to be a concern for the facility for many years.



.3 **Boiler Plant and System:**

- .1 The boiler plant was replaced in its entirety in the 2006 renovation. This work generally included the boilers, new hot water pumps on variable frequency drives, expansion tanks and distribution piping. All of this appeared to be in good condition as would be expected based on a plant of this age.
- .2 The hot water piping extended to all portions of the building and to all of the new terminal units throughout.

5. MECHANICAL SYSTEMS

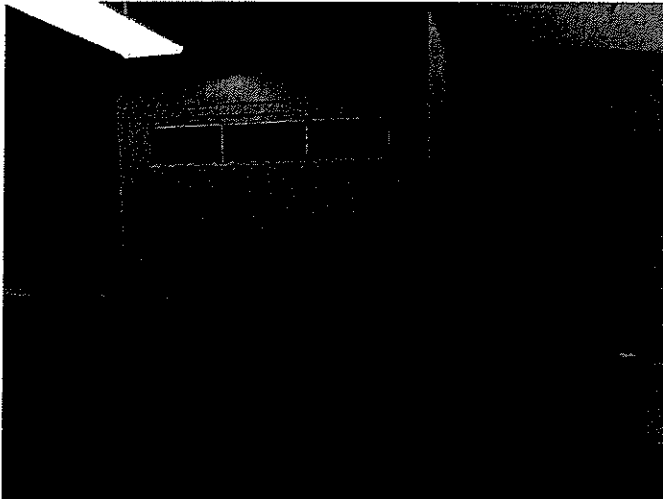
.4 Building Management System (BMS):

- .1 A new BMS was installed during the 2006 renovation and is an Invensys system installed by Technical Building Services (TBS).
- .2 As with the other systems associated with this renovation, this system is a good quality system, and should not be considered a maintenance concern.
- .3 However, occupants indicated the system does not have any means of local control within the building. All interface into the system and control adjustments must be made from the head end equipment at the Bethlehem Central School District. This would obviously need to be corrected to provide local control.
- .4 Based on discussions with TBS, this could include the connection of a local workstation Enterprise Network Server and then access through the internet. TBS felt this would be a relatively simple change to the system and was very willing to work with the occupants when the time came to make the required changes.
- .5 TBS was also willing to perform owners training on the system and was interested in BMS and building maintenance if that was an opportunity.
- .6 Commissioning of a mechanical system is becoming a common function and is required for new buildings by the NYS Energy Code. Commissioning is a process that provides verification at a very detailed level, that the building controls are operating in a state of optimum efficiency. This testing is typically completed during BMS installation and most importantly immediately after the installation is complete. Retro-commissioning, is the process of repeating the commissioning process in an existing building to verify ongoing operating efficiency. This retro-commissioning effort may be applicable here now that the building systems have been in operation for the last ten (10) years.

5. MECHANICAL SYSTEMS

5 Terminal Units:

- .1 As with the remainder of the systems, the Unit Ventilators in the classrooms were installed during the 2006 renovation and generally appear in good condition.
- .2 However, unit ventilators are a very specific terminal unit designed for the very specific demands and layouts of a classroom space. Most of the 1948 wing is furnished with a vertical style unit located in the corner of the classroom as indicated in the left picture. The 1968 wing at the rear of the site uses the more common horizontal unit indicated to the right. These are reasonable units and provide reasonable heat and ventilation, but will not serve the spaces well if they are eventually separated into smaller spaces or offices.



5. MECHANICAL SYSTEMS

- .3 Unit ventilators that serve classroom type spaces required a very high volume of outdoor air ventilation compared with the outdoor air rates for office type occupancies. Once the particular occupancy is determined for each of the classrooms, the outdoor air rate should be determined and adjusted as an energy saving measure.
- .4 The Cafetorium and Gymnasium were both provided with heating only roof top units and are served with hot water from the main boiler plant. These appear to be in good condition although, like the remainder of the building, these units do not presently include air conditioning.

.6 Air Conditioning:

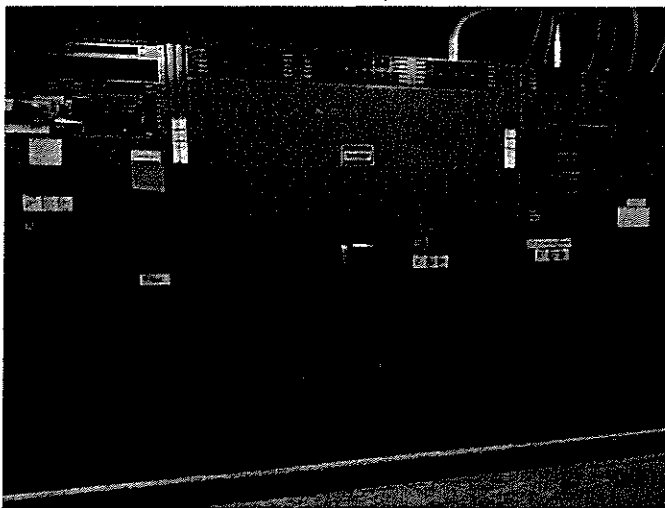
- .1 Presently the building includes window air conditioning units mounted in some of the former classrooms and two (2) split systems in the Administrative Office Area. There is no central air conditioning plant to serve the facility, and building occupants described challenges to keeping spaces adequately cooled. Consideration should be given to installation of a new building-wide air conditioning system to provide greater occupant comfort. Note that this installation would require an upgrade to the electrical distribution system, which is described in the Electrical Systems Section.

6. ELECTRICAL SYSTEMS

6.1 Electrical Systems

.1 Electric Service:

- .1 During the renovation in 2006, a new electric service was extended to the building by the electric utility that includes three (3) 50 kVA pole mounted transformers located on the pole in front of the building on the far side of the street.
- .2 The service conductors drop down the pole and extend below grade to the electric service room located west of the new boiler room.
- .3 The service conduit enters a new switchboard that includes the following:
 - .1 Section #1: 600A, 208v/3ph/4w fused disconnect switch
 - .2 Section #2: Utility Metering section
 - .3 Section #3: Circuit Breaker distribution section
- .4 The original design drawings indicate a 400A disconnect, however, the system installed is rated at 600A. We were not able to open the gear to observe the fuses, but at some point that should be completed to verify the fuse sizes. The drawings also only indicate conductors suitable for 450A and that should be field verified as well. At this point, we assume this is 600A gear with only 400A fuses installed.
- .5 The three (3) pole mounted transformers provide a rating of 150kVA which would be suitable to provide 420A of capacity.



6. ELECTRICAL SYSTEMS

.2 Power Demand:

- .1 We received utility bills for June and July of 2017 to confirm the present utility usage. The bills indicate a peak demand over the past 12 months of approximately 72 kVA (58 kW) or approximately 50 percent of the transformer and gear rating. A normalization of the power demand results in a peak demand of just under 2 watts/ sf of floor area for the 35,000 sf facility.
- .2 For a building with general office use, we would initially estimate the following types of power requirements:
 - .1 Based on normal office type occupancy, with standard workstation and lighting, and air conditioning, a very rough estimate of demand would be approximately 8w/sf. This would equate to a total building load of 350kVA. This is far above the capability of the existing systems.
 - .2 It seems unlikely that this building would ever be used with a standard office level occupancy especially in rooms such as the gymnasium and cafetorium. During the field inspection, it seemed as though many of the classrooms were anticipated for storage. If we make an assumption of 75 percent of a "normal" occupancy, this would be in the range of 250 kVA. This still well exceeds the capacity of the existing service.
 - .3 A normal office building HVAC system would account for approximately 5 w/sf of this total load. Since the majority of this building is not presently air conditioned, that would account for an estimated present demand at approximately 2.5w/sf. This may be comparable to the present demand and serves to rationalize the present demand.
 - .3 We are concerned that, although the power usage of the facility is presently well within capacity of the system, as the building continues to increase in occupancy and air conditioning is added through the building, the electrical distribution will not be suitable for the increased demands on the system.

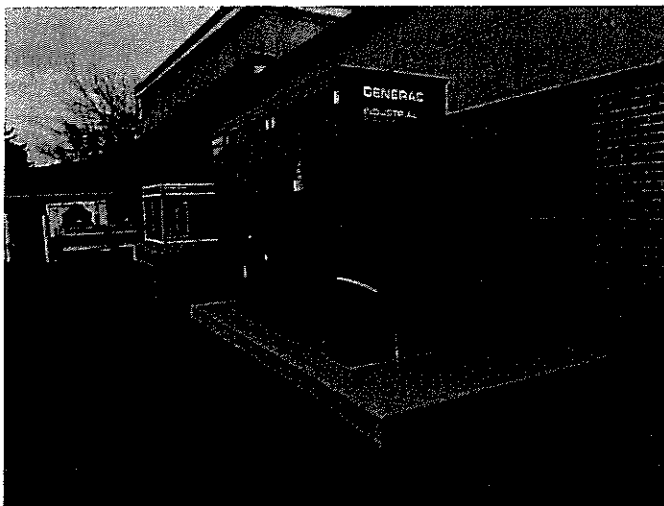
.3 Distribution:

- .1 Most of the distribution power panels were replaced during the 2006 renovation and these are all in good condition.
- .2 However, there are approximately ten (10) panels that were not replaced during that renovation scattered throughout the facility and most of these appeared to be original from whichever era of building they reside. All of these remaining existing panels are too old to be considered reliable for extended continued use and they should all be replaced. This could take place either as an electrical upgrade, or could be done during planned interior renovations.
- .3 Since the rooms in the 2006 renovation were intended as elementary classrooms, there is limited power distribution in each space. Depending on the proposed use of the spaces, significant increases in receptacle power distribution may be required. This will likely involve additional power panels as well to handle the increased number of required circuits.

6. ELECTRICAL SYSTEMS

4 Emergency Generator:

- .1 The Sherriff's Department recently installed a 125 kVA Generac diesel generator located outside just to the east of the new boiler room. The generator includes an integral diesel base tank for fuel storage.
- .2 The emergency feeder from the generator enters the wall of the boiler room above grade, passes through the boiler room to the electric service room and then out to the outdoor automatic transfer switch.
- .3 The automatic transfer switch is located outside on the north wall of the electric room. This device continuously monitors the condition of the "normal" power supply and on failure of that system, starts and then transfers the building load to the generator. It appears the main service conductors in the normal power 600A gear exit the building, pass through the ATS, and then re-feed the existing switchgear with normal power.
- .4 The building staff indicated that the generator has been called on and has successfully operated the building in the past during power failures.
- .5 As indicated in the narrative above, the peak building demand over the past 12 months was 72 kVA, so there is a level of comfort that the generator has the capacity to operate the building in its present condition. As the building occupancy increases, and air conditioning is added, the generator will likely be undersized similar to the remainder of the existing electrical service.
- .6 It is certainly feasible to have a generator power only selected loads in the building. For example, in this climate, general comfort air conditioning which is a large demand, is often not powered by the generator. Conversely, building heating is a relatively minor power demand and would be important in this climate.



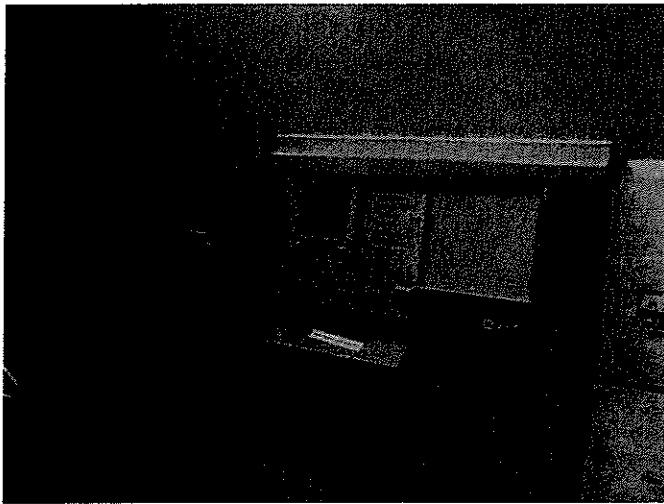
6. ELECTRICAL SYSTEMS

.5 Fire Alarm:

- .1 In 2006 a new EST Fire Alarm system was installed and includes a zoned fire alarm panel, automatic and manual initiation, and horn / strobe annunciation.
 - .1 The automatic detection includes partial smoke detection coverage in the corridors, Cafetorium, storage type rooms, and air handling systems. Notably, there is no smoke detection coverage in the former classrooms. Consideration should be given to installation of smoke detectors in the former classrooms in order to provide timely notification of fire conditions in spaces that may be unoccupied. It appears that the current fire alarm system will support this expansion, with the limitations further described below.
 - .2 There are manual pull stations throughout at each building exit. Since each classroom included a door to the exterior, each of those doors includes a pull station.
 - .3 There is horn / strobe coverage throughout the building.
- .2 We understand the fire alarm system has historically had ongoing issues with intermittent wiring faults. This is apparently still unresolved. This type of intermittent fault is often very difficult to find and may be caused by a wire with a small nick in the insulation, or a wire that occasionally gets wet, or a similar type of intermittent issue that is difficult to track.
- .3 The "zone" style system is a bit of an outdated and limited system and really was even outdated in 2006 when it was installed. In this type of system, the fire alarm panel would only be able to locate a fire in very general terms such as the "1948 wing" and would not be able to provide more precise direction to a responding fire department. An "addressable" system is able to determine an exact head that has been initiated and can report that precise location to the first responders.

6. ELECTRICAL SYSTEMS

- 4 Due to the limited coverage of the smoke detectors, the "zone" style fire alarm, the ongoing wiring issues, the un-sprinklered building, and the nature of the occupancy, we may recommend an upgrade to the fire alarm system. Consideration should be given to installation of an "addressable" style system, with additional smoke detection coverage in each of the former classrooms. This upgrade, however, is a recommendation and would not be code required even for new construction of this building.

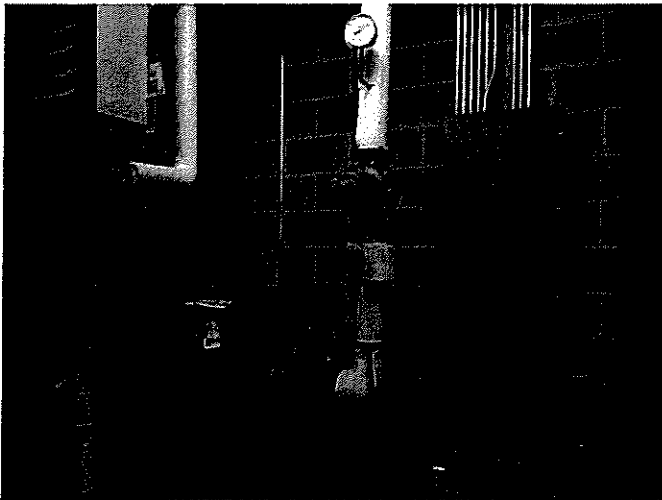


7. PLUMBING SYSTEMS

7.1 Plumbing Systems

.1 Domestic Water:

- .1 The 2006 drawings indicate a new 4 inch water main extended from the southeast corner of the school building around to the east of the new addition and into the boiler room.
- .2 The water main rises through the floor of the boiler room and includes a strainer, water meter, double check backflow preventer and a pressure regulating valve. On the day of the inspection, the upstream pressure was approximately 80 psi and the downstream pressure was approximately 75 psi. These are reasonable pressures for the system.



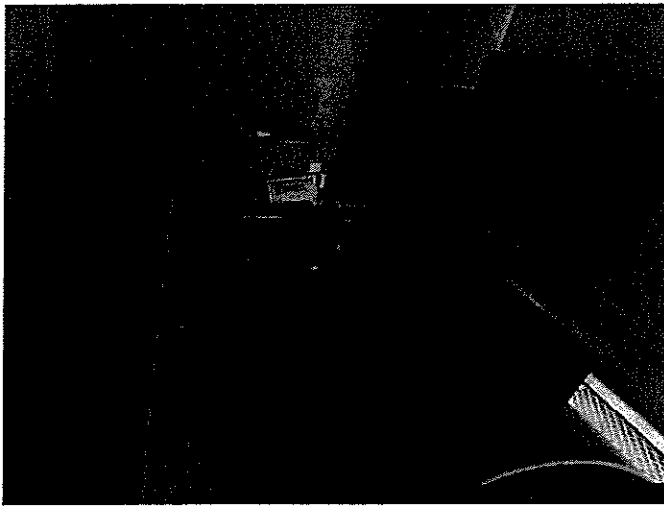
.2 Domestic Hot Water:

- .1 A new PVI, gas fired, domestic water heater was installed in the 2006 renovation. This is considered to be a very high quality heater and it appeared to be in very good condition.
- .2 The heater is fired from two (2) 500# propane tanks located outside on the east wall of the boiler room. These tanks provide propane for the water heater and also provide initial firing for the fuel oil boilers. These tanks are not large enough to provide operation of the boilers as described in the mechanical section of the report.

7. PLUMBING SYSTEMS

.3. Toilet Rooms and Classrooms:

- .1 The 2006 renovation added sinks to each of the six classrooms in the original 1948 building. These sinks are somewhat awkward units mounted on top of the perimeter shelving. The new drainage piping installed during the renovation is installed in a trench below the run of classrooms and eventually discharges into a pump located in the depressed slab that housed the very original boiler plant. The sinks served a purpose in the elementary school, but are less useful in an office environment. The pump could also be prone to failure.



7. PLUMBING SYSTEMS

- .2 The 1968 wing includes a private toilet room in each of the classrooms. Again, this was suitable for the original purpose, but may no longer be useful. We understand there may be locker rooms anticipated in this wing and this below grade plumbing is suitable for re-use for that purpose. Or the toilet rooms appear to be in suitable condition to remain in use if that suits the space program.

.4 Sewage Pump

- .1 Just to the west of the main entrance there is a below grade manhole with what appears to be an above grade pump controller and alarm light. Inside the building adjacent to this location is a Weil Pump Submersible Sewage Ejector control panel and we assume this in controlling the duplex pump set in the manhole.
- .2 The ejector is not addressed in the 2006 renovation so it is not clear when it was installed.
- .3 It appears this ejector manhole collects the sewage drain from each of the buildings:
 - .1 There is a drain indicated at the east end of the 1948 building that exits the south (front) face of the building near the manhole.
 - .2 The drain from the 1968 addition appears to exit the east side of that addition and then passes under the 2006 addition.
 - .3 The 2006 addition appears to connect to the drain from the 1968 addition.
- .4 It appears the pumped discharge is directed to the existing septic field adjacent to Olive Street.
- .5 This system serves the entire building so it serves a critical function and we are not able to verify its capacity or condition. The occupants did not report any issues with the system. At this point, we recommend further investigation into the operation of this system.



8. FIRE PROTECTION SYSTEMS

8.1 Fire Protection Systems

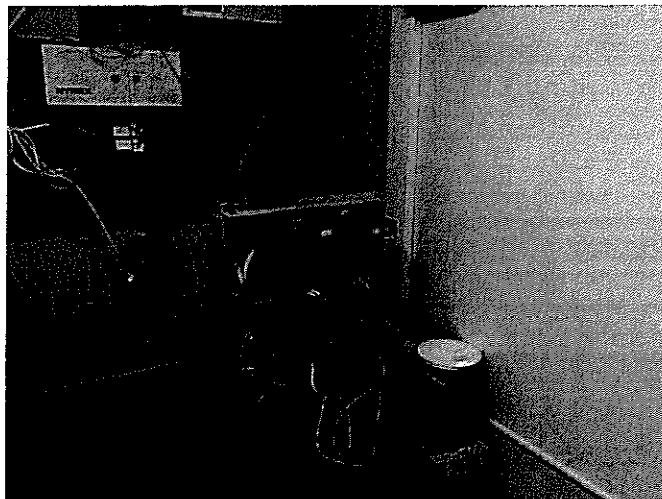
- .1 The building does not presently include a fire sprinkler system. The 4 inch new water main installed in 2006 may have suitable capacity for sprinklers although a 6 inch main is the far more common size.
- .2 The overall building as a Business type occupancy, may not require a fire sprinkler system by code although further analysis would be required for a precise determination.
- .3 However, the gymnasium and the Cafetorium would be classified as an Assembly space by the present code. For this assembly occupancy the code requires that "An automatic sprinkler system shall be provided throughout buildings and portions thereof used as an assembly occupancy".

9. TELECOMMUNICATIONS SYSTEMS

9.1 Telecommunications system:

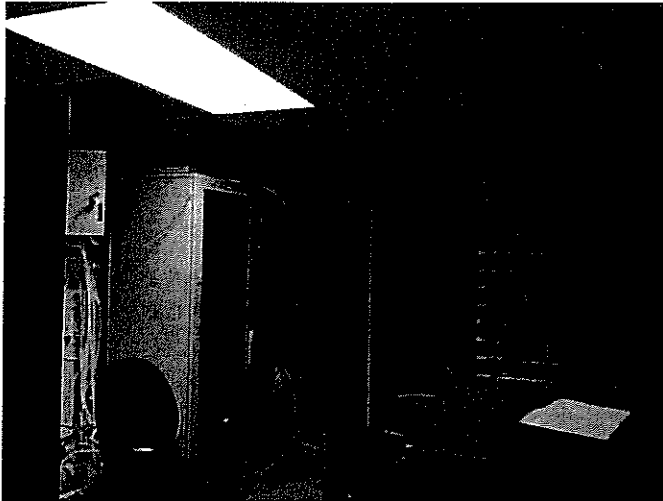
.1 Communications:

- .1 Almost the entire telecommunication systems in use at the present time is the property of the Sheriff's Department. Based on that, we did not thoroughly review all aspects of this system since the Department is aware of their own systems capabilities.
- .2 There are two (2) independent telecommunication entrances:
 - .1 One is located at the far west end of the original 1948 building, Room 15, that appears to include a new fiber optic entrance (possibly redundant fiber entrances) server, half rack of data cable distribution, and UPS back-up. This entrance serves the town court.



9. TELECOMMUNICATIONS SYSTEMS

- .2 The main telecommunications room 24B is located in a room opposite the entrance to the Gymnasium. This room also includes the radio communications equipment and antennae cabling for the antennas attached to the gymnasium roof.



- .3 The main telecommunications room is not presently air conditioned and there appears to be a significant level of equipment in this room. We would recommend the addition of a dedicated air conditioning system to this room.
- .4 In the 2006 renovation, the drawings indicate that the existing communication entrance cables in Room 24B were to remain and be re-used. At this time, it could not be determined if those cables are still in use today, or if they have been replaced. It is assumed they have been replaced with new fiber if they are that old.

10. SECURITY SYSTEMS

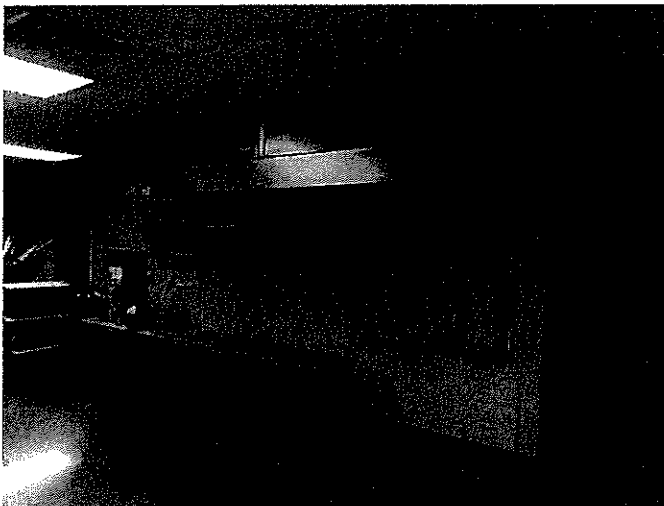
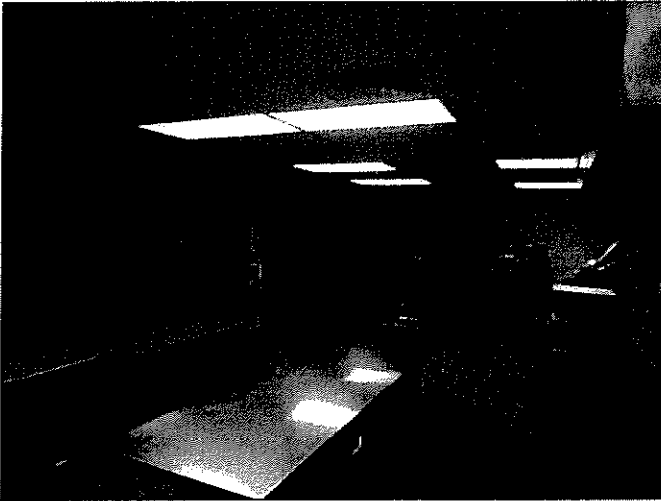
10.1 Security

- .1 Controlling and monitoring access to the Sheriff's patrol space by the general public when court is in session is a regular concern. This is currently accomplished by physically constructed barriers and video monitoring. Maintenance of this control must be considered with renovations to any areas separating the uses.
- .2 Building occupants described issues with gaps in security camera coverage, and that plans were in place to increase the quantity of cameras to expand video coverage to the uncovered areas.
- .3 Further analysis of security systems should be undertaken as a part of programming of future renovations of the Sheriff patrol occupied portions of the building.

11. KITCHEN EQUIPMENT

11.1 Equipment Conditions

Cooking and dishwashing equipment and a wash sink were removed from the building by the School District when school operations ceased in 2012. The existing cooking hood and roof exhausts for the cooking hood and dishwasher remain in place. To restore full kitchen functionality new kitchen equipment and a sink must be purchased and installed, and the hood and exhaust fans should be tested to ensure functionality.



12. FURNITURE

12.1 Furniture Condition

Spaces have primarily been furnished using existing furniture brought to the site by the Sheriff's Office. No obvious deficiencies in the existing furniture were noted, and building occupants did not identify any issues related to the current furniture.

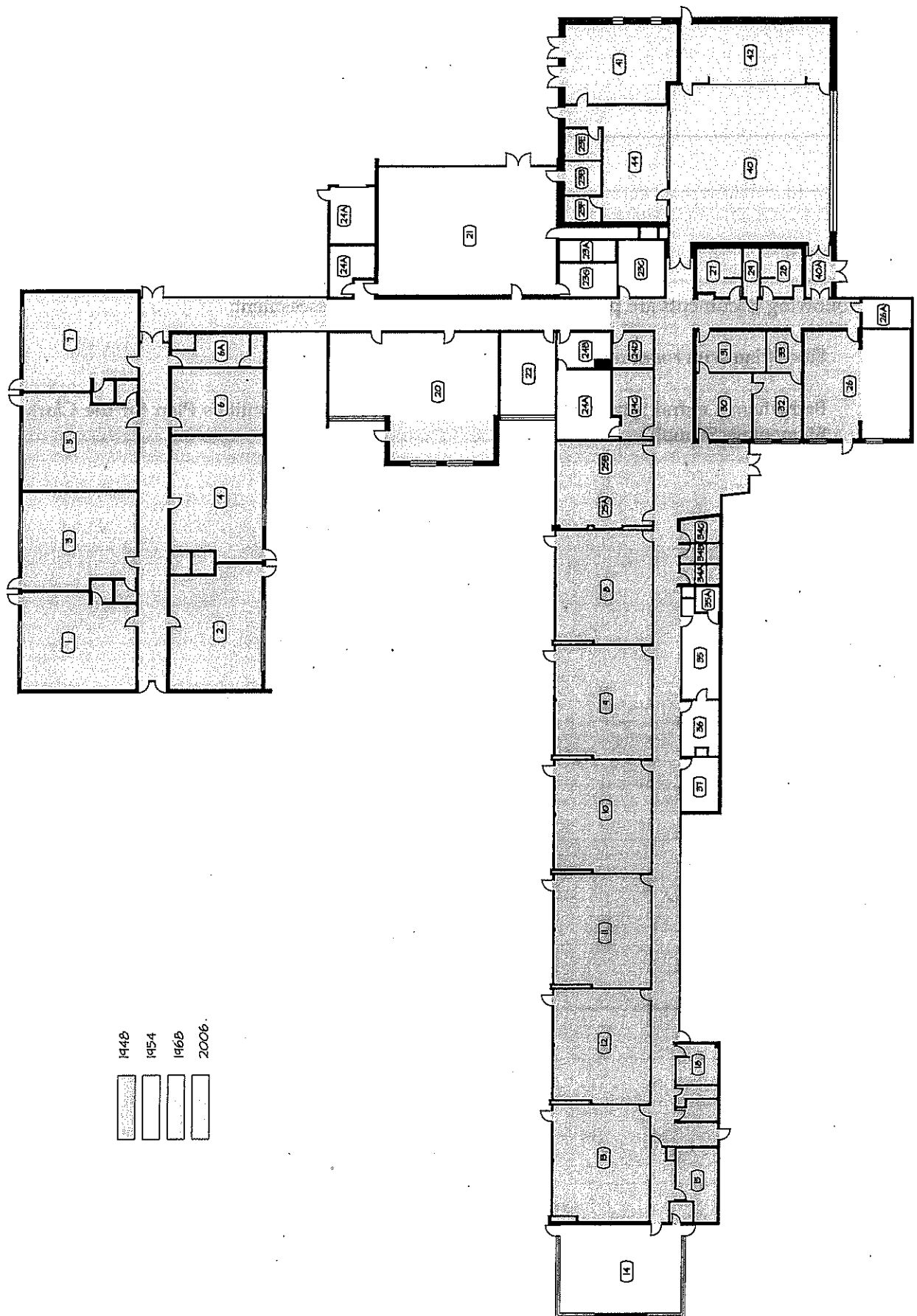
If renovations are pursued with the building, the suitability of the existing furniture to new space configurations should be evaluated to determine if new furnishings are required.

13. REFERENCE DOCUMENTS

13.1 Documents

The following documents are provided as references for the Assessment:

- .1 Floor Plan with room numbers and dates of construction
- .2 Bethlehem Central School District 2015 Five-Year Capital Facilities Plan for the Clarksville Elementary School





BETHLEHEM
CENTRAL SCHOOL DISTRICT

**2015
FIVE-YEAR CAPITAL
FACILITIES PLAN**

December 17, 2015

General Condition and Goals- Clarksville Elementary School

The Clarksville Elementary School, located on Verda Lane in Clarksville, NY, is currently occupied by the Albany County Sheriff's Uniform Patrol Division with a portion of the building utilized for District storage. Originally constructed in 1948, with additions in 1954, 1968 and 2006, the 35,406 (gross) square foot facility was closed for school following the 2010-2011 school year. The facility incorporates a playground on site and was listed on the U.S. National Register of Historic Places in 2008. The building's last capital improvement project was in 2014 with several areas of roofing replacement and structural reinforcement. In general, the overall condition of this facility is good.

The goals for this facility focus on the following:

- Select window replacement, roof replacement at the 1948 wing, and select exterior steel refinishing.
- Exterior sealant remediation and replacement.

General Condition and Goals- Eagle Elementary School

Eagle Elementary School is a pre-kindergarten through fifth grade elementary school, located across from the High School on Van Dyke Road in Delmar, NY. The 60,375 (gross) square foot facility currently accommodates 417 students. The building was originally constructed in 2008 with the last capital improvement project occurring in 2014 with site, technology and electrical upgrades. The facility incorporates play fields to the northwest and a playground on site. In general, the overall condition of this facility is good.

The goals for this facility focus on the following:

- Site modifications related to additional parking, curb reconstruction, play area drainage and playground equipment and modifications.
- Modifications to the existing Cafeteria for egress.
- Addition of water overflow protection at the Gym roof.
- Provide security cameras.
- Technology upgrades related to CISCO VoIP telephone replacement, digital signage, and Wide Area Network between schools.

District's Rationale for Priority Ranking

The Bethlehem Central School District takes pride in its facilities. This pride is reflected in the maintenance of these facilities and the capital improvements made in the recent past. Many of the District buildings' major infrastructure systems have been replaced or substantially upgraded. The capital improvement project items included in this five year plan are predominantly localized items that were not able to be included in previous projects due to financing limitations.

The following priorities have been established to estimate project costs over the next 5+ years:

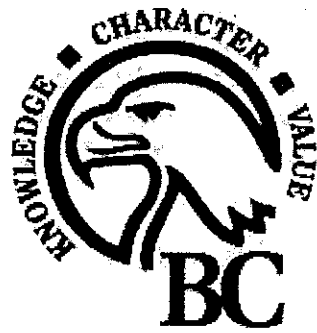
- **High Priority:** Items recommended to be addressed within 1-2 years.
- **Medium Priority:** Items recommended to be addressed within 3-4 years.
- **Low Priority:** Items recommended to be addressed within 5 years or more.

Additionally, items were further prioritized based on the following categories provided by the District:

- **District Category 1: Envelope/Roof/Masonry**
The maintenance and preservation of existing building exterior envelopes.
- **District Category 2: Structural**
The maintenance and preservation of existing building structural systems.
- **District Category 3: Health & Safety**
Priority for any identified code or life safety item.
- **District Category 4: Site**
The maintenance and upgrades required for any site related elements.
- **District Category 5: Mechanical/Electrical/Plumbing**
The maintenance and upgrades required for any mechanical, electrical, plumbing, or fire protection systems.
- **District Category 6: Cosmetic**
The preservation of existing interior systems and materials. Aesthetic issues and upgrades affecting the overall quality and usefulness of program and community space.

District Capital Phasing Goals

The Bethlehem Central School District will use this report to consider future capital improvement projects, their likely timeframe, and their impact on financing alternatives:



Project Prioritization



ASHLEY MCGRAW

Five Year Capital Facilities Plan
District-Wide Estimated Expenses Summary

Building	Estimated Project Cost		
	HIGH PRIORITY Years 1-2	MEDIUM PRIORITY Years 3-4	LOW PRIORITY Years 5 - or more
High School	\$ 19,051,104	\$ 5,050,500	\$ 19,562,039
Middle School	\$ 9,036,969	\$ 5,795,005	\$ 1,823,648
Clarksville Elementary School	\$ 500,523	\$ 542,369	\$ 1,071,069
Eagle Elementary School	\$ 546,649	\$ 198,447	\$ 259,325
Elsmere Elementary School	\$ 5,503,950	\$ 897,399	\$ 1,137,934
Glenmont Elementary School	\$ 2,826,540	\$ 1,911,115	\$ 123,179
Hamagrael Elementary School	\$ 1,916,105	\$ 2,266,010	\$ 151,800
Slingerlands Elementary School	\$ 3,174,192	\$ 1,907,838	\$ 47,833
O&M Building	\$ 231,587	\$ 47,596	\$ 216,538
Transportation Building	\$ 1,509,243	\$ 464,029	\$ 41,682
Bus Wash	\$ 31,388	\$ 127,480	\$ 17,220
Totals	\$ 44,328,250	\$ 19,207,787	\$ 24,452,267

These estimates are probable in nature and should be used for budget planning purposes only.

Design & Construction Contingencies

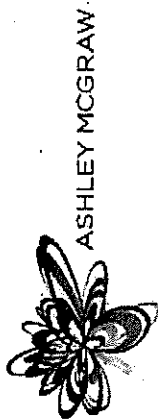
10% Design phase

5% Escalation

10% Construction Phase

Project incidental or soft costs are typically 20% of the overall project cost leaving 80% available for construction. Items typically include: Architectural / Engineering Professional Services, Construction Management or Clerk of the Works, soil testing, surveys, other tests, air monitoring, FFE (furniture, fixtures, & equipment), legal fees, insurances, printing and reproduction expenses, other items, and financing costs inclusive of bonding.

Five Year Capital Facilities Plan
District-Wide Analysis and Prioritization



Clarksville Elementary School

Topic	Existing Conditions	Recommended work	BCS #	Health & Safety	Priority L, M, H	District Category (1-6)	Estimated Project Cost
STATE S-1 Pavement	Front parking area pavement in generally good condition but does need some repair/maintenance	Asphalt pavement improvements (seal cracks and seal coat, minor patching)	53	☐	L	4	\$ 25,300
S-2 Pavement Restriping	District requests restriping of pavement at all buildings including parking lines, arrows, labels, etc.	Restripe pavement at all locations. Price does not include seal coat prior to restriping	53	☐	M	4	\$ 6,325
S-3 Sidewalk	Portion of front (west end) concrete sidewalk cracking and heaving, general deterioration	Replace section of 8ft wide concrete sidewalk. Assume 1,000sf	54	☐	M	4	\$ 22,138
S-4 Playgrounds	Wood play structures and picnic tables dated/cracked. No ADA access route. Existing backstops in need of repair or replacement	Playground (maintained by District). Replace playground equipment (wood elements) with smaller playground area, no picnic area provided. Improve overall drainage. Remove unused backstops.	55	☒	M	3	\$ 118,594

Five Year Capital Facilities Plan
District-Wide Analysis and Prioritization



ASHLEY MCGRAW

Clarksville Elementary School

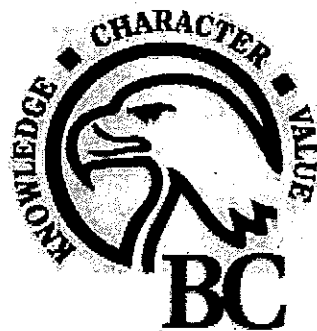
Topic	Existing Conditions	Recommended work	BCS #	Health & Safety	Priority L, M, H	District Category (1-6)	Estimated Project Cost
ARCHITECTURAL							
A-1 Miscellaneous Abatement	The current Asbestos Management Plan indicates that there are some areas of asbestos containing materials including soffit/ceiling materials, caulk abatement and plaster removals.	District may not continue abatement at this building since much of the abatement has already been completed - Remove and replace remaining asbestos containing material as it is encountered in areas of the renovation. Additional testing will be required to better define the scope of the budget.	-	☒	L	3	\$ 679,128
A-2 Masonry Restoration	Masonry and exterior wall issues observed throughout building. Bricks & Joints along the bottom of the walls where the sidewalk/pavement abuts the building are deteriorating due to the use of high concentrations of salt.	Masonry/brick repair/replacement around building.	61	☐	M	6	\$ 118,594
A-3 Pre-Cast Concrete Sills	Sills at the 1948 wing are spalling and have exposed rebar	Replace Pre-Cast Concrete Sills at the 1948 wing	61	☐	H	1	\$ 79,063
A-4 Exterior Doors	Exterior Hollow Metal Doors are deteriorating & rusting due to water damage	Replace all classroom exit exterior doors	64	☐	M	1	\$ 79,063
A-5 Window Replacement	Windows are deteriorating at Room 14	Replace Room 14 Deteriorated Windows at end of the building	67	☐	H	1	\$ 2,435
A-6 Roof	There are ponding issues at the 1948 wing portion of the building; Bubbling was reported and has delaminated the membrane from the insulation	Replace roof at 1948 wing	68	☐	H	1	\$ 379,500
A-7 Roof Drain	Roof drains are functional but require cleaning at 1968 Addition and 1954 Corridor	Roof drain to be cleaned by District.	68	☐	H	1	\$ -
A-8 Refinishing Steel	Steel Framework at the 1948 wing requires refinishing; The ladder to the gym roof requires refinishing or replacement	Refinish steel framework at select locations around building; Where steel is severely corroded, remove and replace.	-	☐	H	1	\$ 37,950
A-9 Concrete Pads at exterior doors	Concrete pads have tilted into the building at the original building	Reset existing exterior concrete pads at exterior doors.	-	☐	M	4	\$ 197,656

Five Year Capital Facilities Plan
District-Wide Analysis and Prioritization

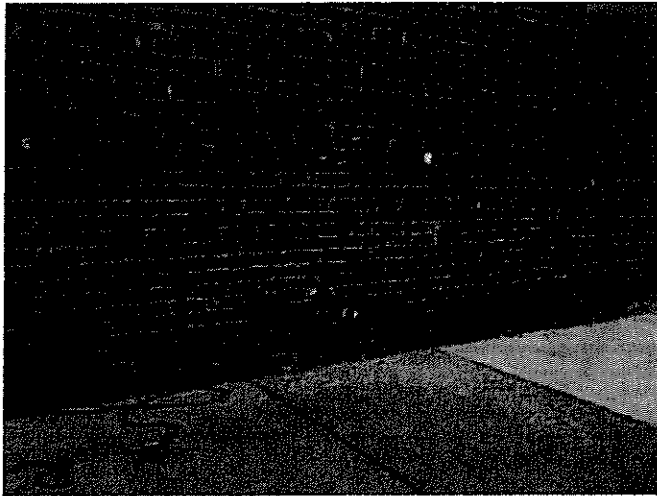


Clarksville Elementary School

Topic	Existing Conditions	Recommended work	BCS #	Health & Safety	Priority L, M, H	District Category (1-6)	Estimated Project Cost
A-10 Sealant Abatement	Existing Sealant around building may be asbestos containing material.	Test and replace asbestos containing sealant around building. 12 Linear Feet grey caulk noted at exterior doors and fixtures in 6 Month Surveillance Plan at E/W Corridor, Tractor Storage OH Door, Gymnasium, Faculty Women's room vent fan, Conference Room, Room 30 (changed to 8), School Storage Rm 10, Room 11, Room 12, Storage Room, and Music Room 14. Assume ACM; Remove and replace sealant.	-	☐	H	3	\$ 1,575
A-11 VAT Flooring Abatement & Replacement	Majority of Rooms have VAT tile (Select Areas in the original building, 1968 Addition, All Corridors, 1954 Addition)	Remove VAT and replace with VCT/BioBased Tile (12000 SF)	72	☒	L	3	\$ 288,875
A-12 Ceiling Replacement	Water Damage Sagging APC Tile/Grid Rusting @ Ceiling Grid (North end of original Building)	Repair/Replace damaged ceiling (500 SF)	75	☒	L	6	\$ 3,953
A-13 Interior Doors	Corridor Doors to the addition function but are showing wear.	Replace all corridor doors at addition.	77	☒	L	6	\$ 2,657
A-14 Accessible Toilet Rooms	Existing Toilet Rooms in Original Building (24D & 24C) are not handicapped accessible and should be addressed	Renovate the existing toilet rooms to make them handicap accessible.	-	☒	L	3	\$ 71,156
PLUMBING							
MECHANICAL (HVAC)							
ELECTRICAL							
High Priority \$ 500,523 Medium Priority \$ 542,369 Low Priority \$ 1,071,069 Subtotal L, M, H \$ 2,113,960 Subtotal Unallocated \$ - Total \$ 2,113,960							



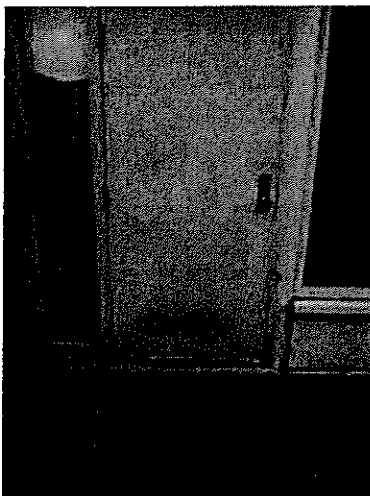
Photos



A-2 MASONRY RESTORATION



A-3 PRE-CAST CONCRETE SILLS



A-4 EXTERIOR DOORS



A-6 ROOF

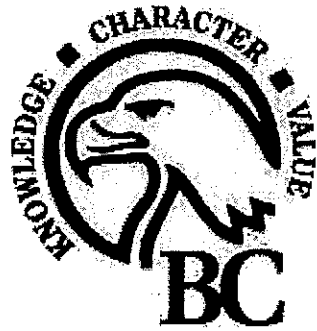


A-9 STONE PADS AT EXTERIOR DOORS



ASHLEY MCGRAW

BETHLEHEM CENTRAL SCHOOL DISTRICT
CLARKSVILLE ELEMENTARY SCHOOL



Building Plans



ASHLEY MCGRAW

appel
osborne
landscape
architecture

400 1/4 West 125th St., New York, NY 10032
Tel: 212 692 1234 Fax: 212 692 1235
www.apel-osborne.com

BETHLEHEM CENTRAL SCHOOL DISTRICT
FIVE YEAR PLAN
CLARKSVILLE ELEMENTARY SCHOOL
58 VERDA LANE CLARKSVILLE, NY 12041

PROJECT:

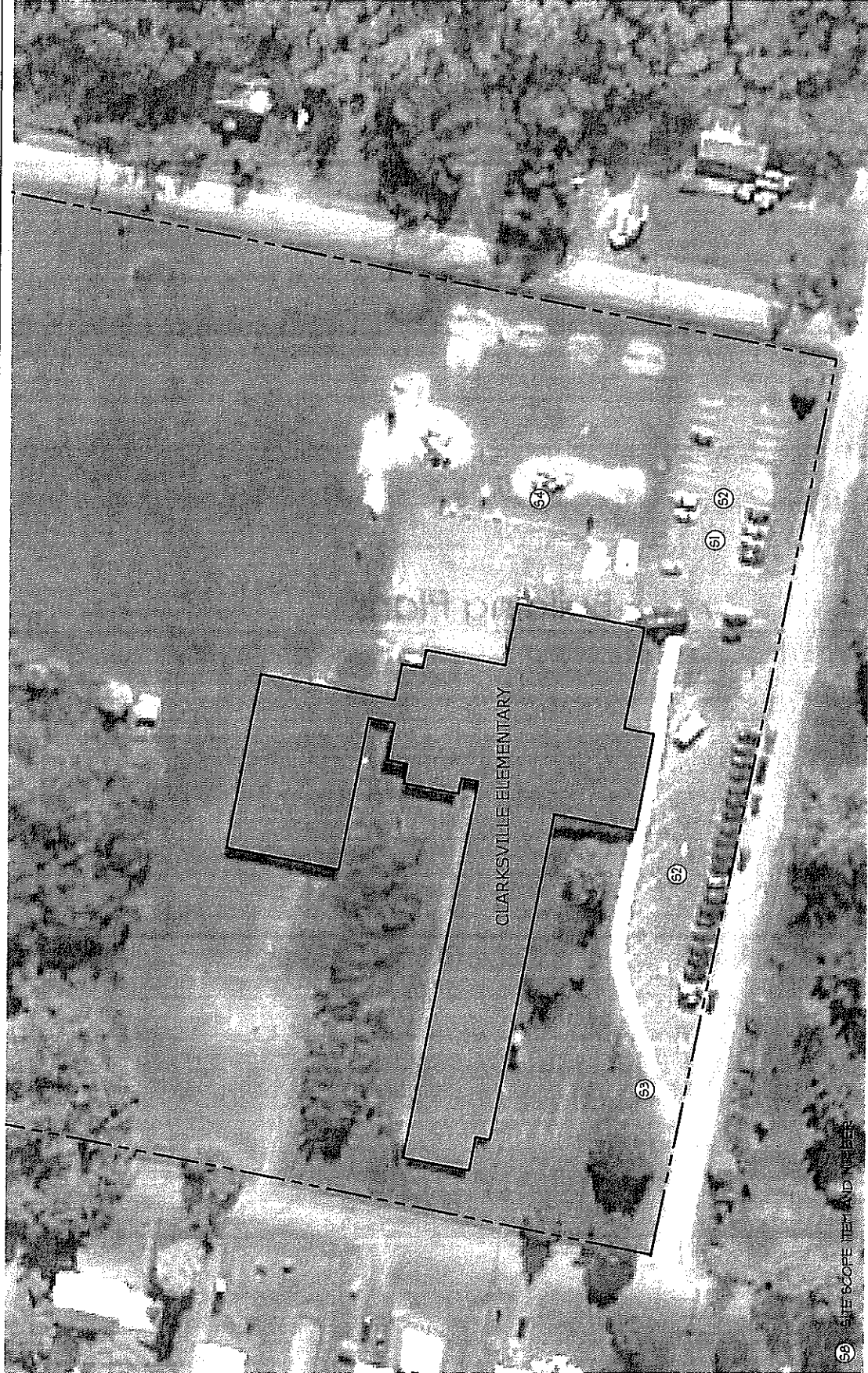
AM JOB NO. 1257.03

DATE 08/10/15

REV. 12/10/15

CLARKSVILLE
ELEMENTARY
SCHOOL

© 2013 - ASHLEY MCGRAW ARCHITECTS



Bethlehem CSD - Five Year Plan
CLARKSVILLE ELEMENTARY



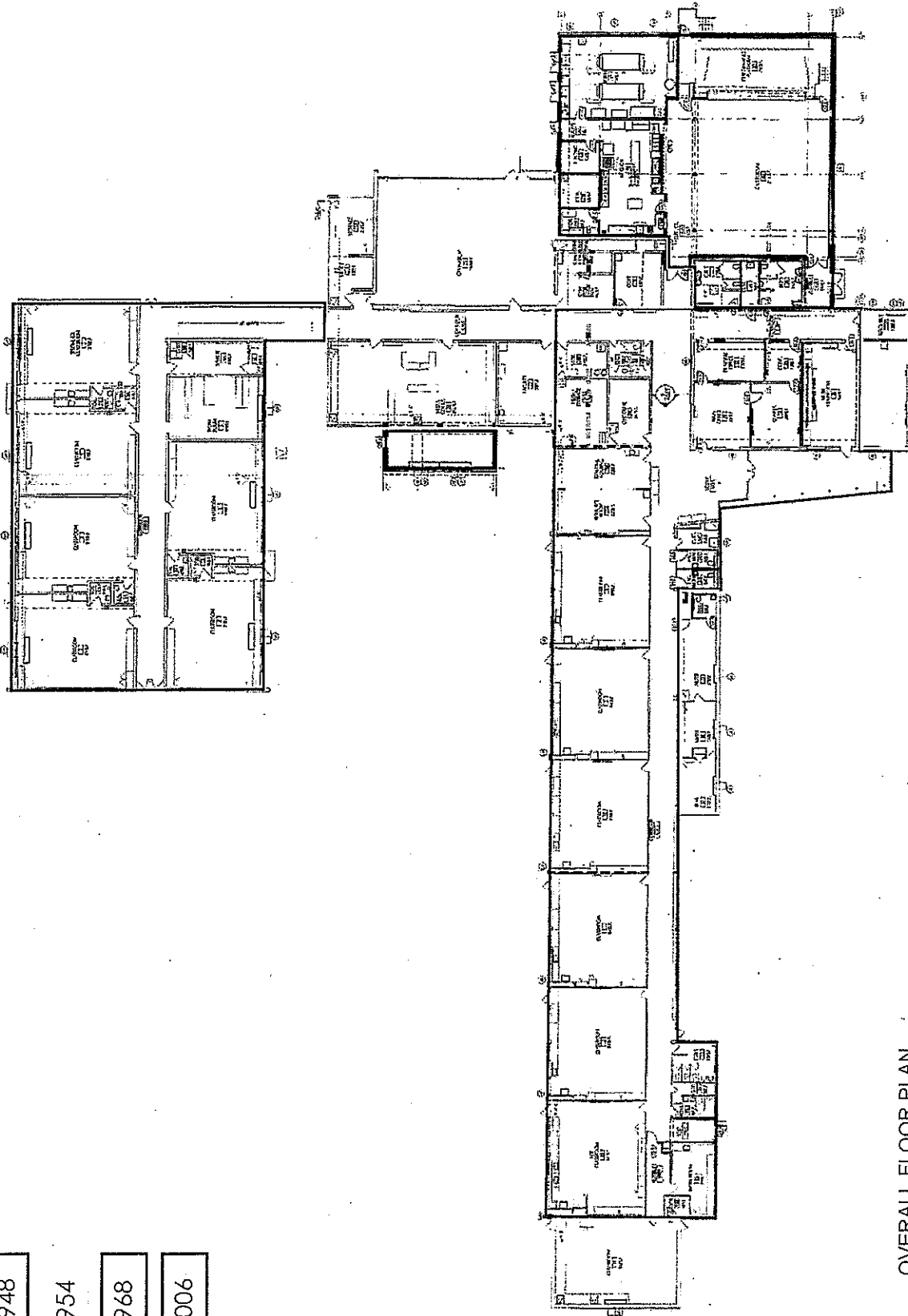
BETHLEHEM CENTRAL SCHOOL DISTRICT
 CLARKSVILLE ELEMENTARY SCHOOL
 FIVE YEAR PLAN
 58 VERDA AVE CLARKSVILLE, NY 12041

PROJECT:

AN JOB NO. 1257.03
 DATE 12/10/15

CLARKSVILLE
 ELEMENTARY
 SCHOOL

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OVERALL FLOOR PLAN

1948

1954

1968

2006



Geotechnical Engineering Report

**Vehicle Warehouse
Clarksville, New York**

August 2, 2019

Terracon Project No. JB195182

Prepared for:

SEI Design Group
Albany, New York

Prepared by:

Terracon Consultants-NY, Inc
Dba Dente Group
Watervliet, New York

New County Public Safety Facility



Client

Saratoga County
Public Works
County of Saratoga, NY

Size

64,000 sq.ft.

Contact

Richard Castle
Undersheriff
(518) 865-2497

Construction Cost

\$26 million

Completion

2020

SERVICES PROVIDED

Site Evaluation
Schematic Design
Programming All Users
Budgeting
Construction Administration
Geotechnical
Phase 1A and 1B Cultural Field
Reconnaissance
Design Development

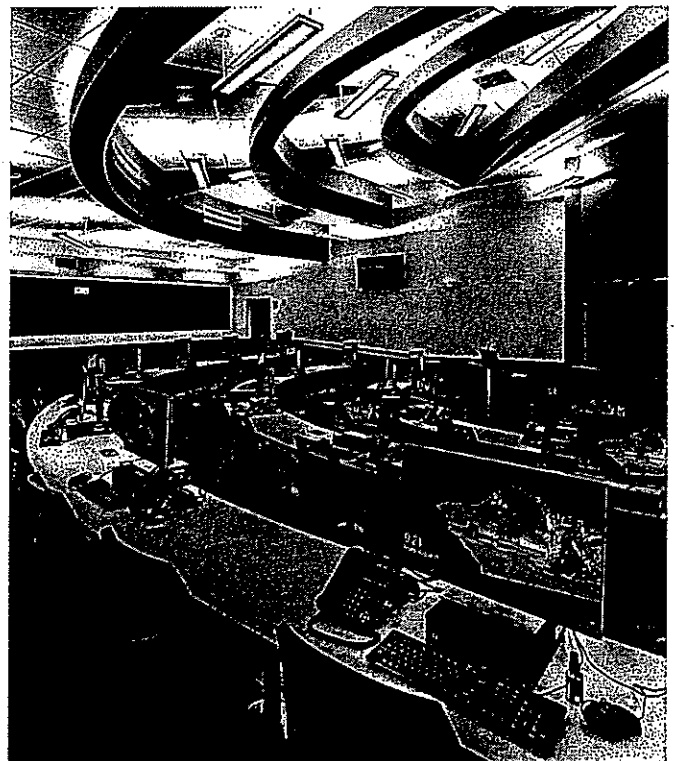


Critical essential service facility combining County Emergency Services, Emergency Operations Center, 911 Call Center, Sheriff, Public Health, and Probation Departments under one roof for efficiencies in space, coordination, communication, emergency power, community training and outreach.

The Saratoga County Sheriff's Department, Office of Emergency Services, and the County Health Department share similar missions and work hand-in-hand during emergency situations. Their co-location near the existing communications tower on County-owned land is intentional. The addition of the probation Department to the facility helps emphasize the aspect of Probation as a public safety function, related to law enforcement, and encourages communication with the Sheriff's Department.

Placement on the County owned site allows for future growth and provides the County of Saratoga with a central location for all of its emergency response needs.

The need for larger meeting rooms for each use was reduced by incorporating shared conference, meeting, and support rooms. The design is a single-story solution, and layout within each department allows for future growth. The main lobby connects the entrance to each department through waiting areas.



New Fire Headquarters



Client

City of Lethbridge
Lethbridge, AB

Size

39,000 sq. ft.

Contact

Richard Hildebrand,
Fire Chief

403-393-8006

Construction Cost

\$10 million

Completion

2011

SERVICES PROVIDED

Feasibility Study and Site Selection

Schematic Design Construction

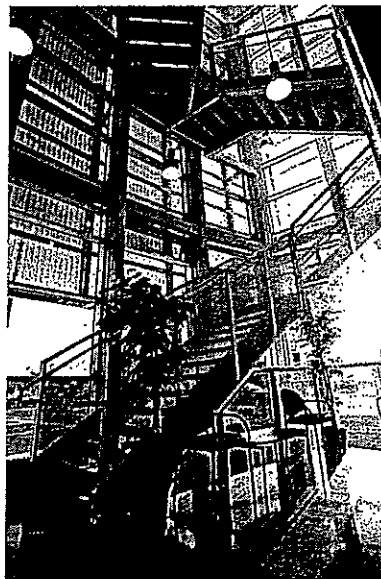
Administration Design and
Programming Budgeting

Detailed PSAP Equipment
Specification and Bidding



The City of Lethbridge wanted to combine its very busy Fire Department with the Regional EOC, 911 call answering point, city-wide IT center, fire marshal fire headquarters, and city fitness facility in one location.

Pacheco Ross Architects (PRA), a division of H2M, teamed with prominent local architect Ferrari Westwood Babits Architects and local consulting engineers to create the strongest possible design team to solve numerous challenges that came along with the integration of city departments. Designed as Green Globes Sustainable, an emphasis was placed on energy efficiency, daylighting, selecting sustainable materials, and regional sourcing. Fully sprinklered, the facility is 48% more energy efficient than required and incorporates lighting management, LED lighting, vehicle exhaust, individual zone controls, air quality monitoring, HVAC management, electronic auditable occupant access station alerting, in-floor radiant heating with high-efficiency tankless boilers for bays, and building-wide on-site emergency power. The facility was designed on a small downtown corner that defines entrance to the City Center. It was designed to maximize safe response and protect entry and balcony from unusually strong prevailing winds. PRA worked closely with the City and local businesses to maintain proper response, pedestrian walkways, parking, streetscape, and view corridors.



New Fire Station



Client

Fort Washington Fire
Company
Fort Washington, PA

Size

20,170 sq.ft.

Contact

Jeff Fogel
Past President
(215) 651-2861

Construction Cost

\$6.3 million

Completion

2012

SERVICES PROVIDED

Feasibility Study
Site Evaluation
Schematic Design
Construction Administration
Design Coordination
Budget and Value Engineering
Coordination with Volunteer
Fire Company



Fort Washington Fire Company No. 1 wanted to combine its Volunteer Fire Company and New Student Bunker Program into a single facility with public access for training, EOC, and Township offices that would maintain secure separations without diminishing emergency response.

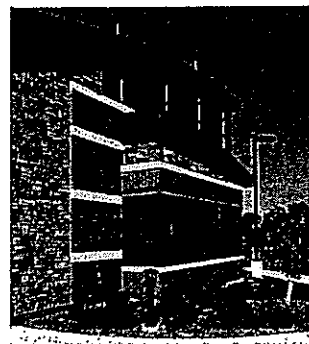


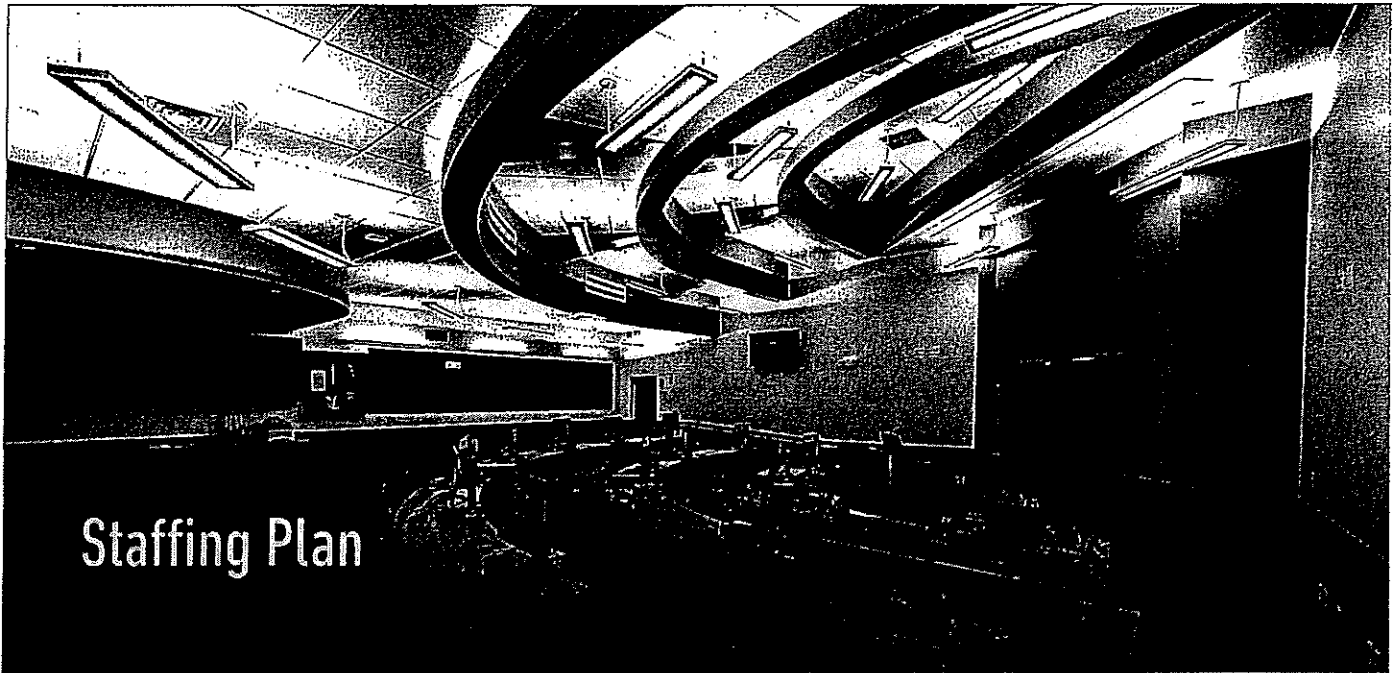
Fire Chief
Gold Award

AWARDS

Pacheco Ross Architects (PRA), a division of H2M, controlled the size and scope of the facility and analyzed every aspect of the project through value engineering in order to stay on budget. We brought together the community, Board of Commissioners, Township staff, and the Fire Company for input and concerns as they related to the design of the new facility. We utilized programming and schematic design to engage diverse stakeholders and seek their input. We also invited neighbor input from the residential neighbors and ultimately developed setbacks, berms, a fence and landscape buffer for privacy.

The final design was a 20,170 square foot modern, state-of-the-art, multi-use facility that could be expanded upon in the future. The site and building were designed to allow one additional double-deep bay, bunking, and public area for additional Township uses. All infrastructure and systems were designed to accommodate future expansion.





Qualifications of Key Personnel

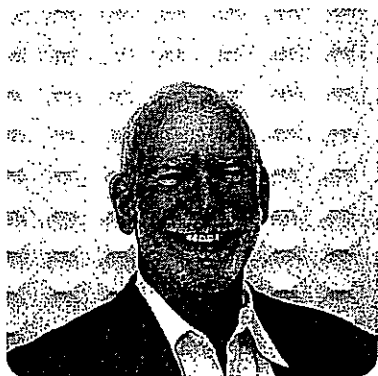
H2M and our team of professionals, believe we have assembled the best team with the specific expertise and direct experience to help the County of Albany achieve its goals for this new emergency management facility. As the projects are similar, we have committed the same staff that worked on the newly open County of Saratoga Public Safety Facility. Our staff are based in our Albany office, just 20 miles from the Clarksville Public Safety Campus. Highlights of our leadership team dedicated to making this project a success are provided below:

► Dennis A. Ross, AIA, Principal-in-Charge

- H2M's Market Director of Emergency Services, Mr. Ross has been directly involved with the design and construction of emergency response facilities for the past 40 years. Mr. Ross provided executive oversight of the Saratoga County Public Safety Facility. He is a nationally renowned architect and specializes in the design of police, fire, and emergency response facilities. Mr. Ross also regularly speaks at national conventions and seminars regarding excellence in fire station design. He is the only Architect to attend and serve on the NFPA Technical Committee on "Emergency Responder Occupational Health". The Committee has been asked to develop a new Standard on Contamination Control, NFPA 1585, and complete a draft by the end of 2020.

► Katrina N. Pacheco, AIA, NCARB, LEED AP BD+C, Project Manager

- Ms. Pacheco is a senior architect with more than 26 years of experience in the design of emergency services facilities. She serves in a voluntary capacity on the Building Committee for Niskayuna Fire District No. 1 where she is an honorary member of the Grand Boulevard Fire Company. Her experience with sustainable practices and emergency response project expertise has enabled her to skillfully assist clients and counsel on many aspects of emergency response facilities. Notably, Ms. Pacheco led the design of the Saratoga County Public Safety Facility.



Experience

H2M

Pacheco Ross Architects, P.C.

Education

B.Arch. Rensselaer Polytechnic Institute
BS, Building Science, Rensselaer
Polytechnic Institute

Exchange Student, Polytechnic of Central
London

Licenses/Certifications

Registered Architect: CO, CT, MD, MA, ME,
MI, MO, NE, NJ, NY, OH, PA, TN, VA, WV
Certified: National Council of Architectural
Registration Boards (NCARB)

Memberships

American Institute of Architects (AIA)
National Council of Architectural
Registration Boards (NCARB)
Former Chairman and Member of /Small
& Independent Business Council of New
York State
National Fire Protection Association (NFPA)
NFPA Technical Committee on Emergency
Responder Occupational Health
Board of Governors for Phi Kappa Tau Rho
Chapter Fraternity
Honorary Member – Kingston Fire
Department, PA

Publications

"Air Quality in Your Fire Station", Firehouse
Magazine, 2020
"Get it Done! 10 Strategies for Success", Fire
Chief Magazine, 2019
"Design of the Times", Fire Chief Magazine,
2013
"Gear at the Ready", Fire Chief Magazine,
2009
Fire Station: Architectural Insight to
Planning, Design, and Construction, Co-
Author, IAFC Foundation, 2010
Chief Fire Officer's Desk Reference, Co-
Author of Chapter on Fire Station Design,
Jones & Bartlett Publishers in conjunction
with IAFC Foundation, 2005
"Bay of Rigs", Fire Chief Magazine, 2005

Dennis A. Ross, AIA

Market Director of Emergency Services

Dennis A. Ross, AIA, has over 40 years of experience in architectural design, focusing on Emergency Response Facilities; fire, police, EMS, EOC, PSAP, and public safety. With additional experience in construction management, real estate development, feasibility studies, and land evaluations, Mr. Ross is able to assess projects from multiple point of views. He leverages his expertise and experience through teaching, writing, speaking at numerous national engagements, and being one of the leaders of the critically acclaimed One-on-One™ symposiums and design services group.

Gaining his Bachelor of Architecture degree from Rensselaer Polytechnic Institute, Mr. Ross went on to become licensed in 14 states, NCARB certified, a board member for the Phi Kappa Tau Rho Chapter Fraternity, and an honorary member of the Kingston, PA Fire Department. Mr. Ross has earned several awards including the NYS Small Business Advocate of the Year award in 2001 from the Business Council of New York State and NFIB; and holds membership in many professional organizations such as AIA, NCARB, NFPA, and ICC.

Selected project experience:

- Saratoga County Sherriff, EOC, PSAP, Emergency Management, and Department of Health; Saratoga, NY
- Norwalk Fire Headquarters, E.O.C., and City I.T.; Norwalk, CT
- Lethbridge Fire Headquarters, E.O.C., PSAP, and City I.T.; Lethbridge AB
- Town of Ticonderoga, Fire & Police; Ticonderoga, NY
- Town of Greenfield, Public Safety, Fire, Police, PSAP, and EOC; Greenfield, MA
- Lexington Fire and Police; Lexington, MA
- City of Poughkeepsie Fire and Police; Poughkeepsie, NY
- City of Wolfforth Public Safety, Fire, Police, PSAP and EOC; Wolfforth, TX
- City of Auburn Public Safety, Police, Fire, PSAP, E.O.C., Courts, Probation, and Parole; Auburn, NY
- East Syracuse Fire and State Police; Town of DeWitt, NY
- City of Barre Fire and Police; Barre, VT
- Town of Brattleboro Police and Fire; Brattleboro, VT
- Town of Bristol Police, and Fire; Bistol, VT
- Somerville Fire and Police; Somerville, NJ



David J. Pacheco, AIA

Director of Operations, Senior Architect

Mr. Pacheco has more than 26 years of architectural experience and is H2M's Director of Operations. Mr. Pacheco leads the Core of Excellence and is responsible for developing, directing, coordinating, and implementing plans and systems for quality and excellence across H2M disciplines, markets, and offices. Mr. Pacheco administers all phases of architectural and planning projects from design through construction administration. His expertise includes Client satisfaction, design, contract management, planning, budgeting, and the overseeing of project schedules, design development, construction documents, governmental agency submissions, and construction phase services.

Experience

H2M
Pacheco Ross Architects, P.C.

Education

B.Arch. Rensselaer Polytechnic Institute
BS, Building Sciences, Rensselaer Polytechnic Institute

Licenses/Certifications

Registered Architect: CA, CT, DE, FL, MA, NJ, NY, NC, RI, TN, VT, TX #18551
Certified: National Council of Architectural Registration Boards (NCARB)

Memberships

Fire Commissioner, Niskayuna Fire District No.1
ASTM Homeland Security Committee-Emergency Operations Center (EOC) Standards
American Institute of Architects (AIA)
Trustee: Rensselaer Newman Foundation
Past President, AIA Eastern New York – 2007-2009
Director AIA Eastern New York – 2012-2013 and 2019-2021
Director, AIA New York State – 2009-2010
Honorary Member: Grand Boulevard Fire Co. (NY) & Kingston Fire Department (PA)

Publications

"Design for the Times," Fire Chief Magazine, March 2013
"Questions to Ask When Choosing an Architect," Fire Chief Magazine, March 2010
"Fire Station: Architectural Insight to Planning, Design, and Construction," IAFC Foundation, 2010
"Anatomy of a Training Tower," Fire Chief Magazine, April 2006
"Chief Fire Officer's Desk Reference," Jones & Bartlett Publishers in conjunction with IAFC, 2005
"ASTM E2668-10 Standard Guide for Emergency Operations Center (EOC) Development," ASTM 2010

Mr. Pacheco serves as Fire Commissioner for Niskayuna Fire District No. 1 and is a Professor of Professional Practice at Rensselaer Polytechnic Institute. He has personally designed and/or evaluated more than 200 emergency response facilities and received numerous accolades for his practical and aesthetically pleasing creations that respond sensitively to Client needs, budget, codes, the environment, and the community. His broad leadership experience and emergency response design expertise has enabled him to knowledgeably write, teach, and counsel on all aspects of architecture. Furthermore, Mr. Pacheco has authored articles, books, and national standards; and has won numerous major and national design awards.

Selected project experience:

- Saratoga County Public Safety Facility, NY
- City of Poughkeepsie Public Safety Facility, NY
- Mill Creek Fire Company Station #2, DE
- City of Norwalk Fire Department Headquarters, CT
- Princeton First Aid and Rescue Squad Station, NJ
- River Oaks Fire and Rescue Station #23, VA
- Stillwater Fire District Headquarters, NY
- Town of Dewitt Multi-Purpose Facility, NY
- Fort Washington Fire Company Station, PA
- Village of Mantius Fire Station, NY
- Thompsonville Fire District No. 2 Station, CT
- Great Barrington Fire Station, MA
- Monroe Township Fire District #3 Station, NJ
- Guilderland Fire District Fire Station, NY
- Tallman Fire District Facility, NY
- Cicero Fire Department Fire Station, NY
- City of Lethbridge Fire Headquarters, EOC, PSAP, Alberta, Canada
- Town of Lexington Fire Station, MA
- Mill Creek Fire Company Station #21, DE
- Kent Island Volunteer Fire Department Station, MD
- Cortez Fire Protection District Fire Station, CO
- Bethel Park Fire Station, PA
- Niskayuna Fire District No. 1 Balltown Station, NY
- Village of Fayetteville Fire Station, NY
- Horsham Battalion #2 Fire Station, PA
- Town of Wilbraham Fire Station, MA
- Silver Lake Fire District Fire Station, NY
- Village of Colonie Fire Station, NY
- Orangeburg Fire District Fire Station, NY
- Halfmoon-Waterford Fire District Fire Station, NY
- Keene Fire District Station, NY
- William P. Faist Ambulance Facility, NY
- Town of Natick Fire Station, MA
- O'Fallon Shiloh Fire Station, IL

Andrew F. Jackson, AIA

Project Architect



Experience

H2M

Mosaic Associates Architects
BCA Architects & Engineers
Andrew F. Jackson Architect, PC
James Jordan Associates
Weintraub and di Domenico,
Architects, Urban Planners, and
Landscape Architects
Stephen Tilly, Architect

Education

B.Arch., Syracuse University

Licenses/Certifications

Registered Architect: NY

Memberships

American Institute of Architects (AIA)
H2M Sustainability Committee

Mr. Jackson has over 20 years of experience providing architectural services for emergency services and educational facility projects. He is knowledgeable in handling all phases of public and private projects, including client contact, programming, design development, construction document production, consultant coordination and contact, and construction administration.

Selected project experience:

- Halfmoon-Waterford Fire District, Halfmoon, NY: Project Architect for a new five-bay, 17,000 square foot fire station and separate 4,800 square foot temporary facility/pavilion structure. Work includes MEP, civil, and structural engineering coordination.
- Charlton Fire District #1, Charlton, NY: Project Architect for new fire station consisting of a 9,000 square foot ground floor footprint with three fire apparatus bays and support spaces. The facility also includes a separated administrative area consisting of office space, meeting rooms, and common areas for the firefighters and staff.
- Saratoga County Public Safety Facility, Ballston Spa, NY: Construction administration services for a new 63,000 square foot building housing the Sheriff's Department, Emergency Services, PSAP 911 Call Center, Probation, and Public Health departments. The building includes 13,500 square feet of shared spaces for collaboration and training purposes.
- New Fire Station, Y-12 National Security Complex, Oak Ridge, TN: Project Architect for a new 30,000 square foot fire station with operations/apparatus high-bay structure, including a mezzanine and a two-story public entry, and administrative, dormitory, and support spaces.

Selected project experience prior to H2M:

- Argyle CSD, Capital Project; Argyle, NY: \$6.4 million referendum including additions and renovations. Elementary gym renovation, locker rooms reconstruction, classroom reconstruction, sitework including tennis courts, bus garage renovation, access control upgrades, and coordination of all associated MEP work.
- SUNY New Paltz, Exterior Rehabilitation on Various Buildings: Contract with the State University Construction Fund involving eight campus buildings; vestibule replacements, curtain wall replacement, roof replacements, multi-story window replacement, historic renovation of wood windows, brick facade, and copper roofing. Also coordinated structural groups, MEP groups, and historic preservation WBE/MBE teams.
- NYY Community Foundation; Watertown, NY: Project Architect for a 15,000 square foot high-quality office space and meeting space, including renovation and restoration of the historic 1906 Federalist structure, with a 4,500 square foot three-story addition for accessibility and collaboration space.
- Indian Lake Fire District, Firehouse Renovation; Indian Lake, NY: Project Manager for the renovation of an existing 8,000 square foot steel building with structural and mechanical upgrades to a Cat. IV Essential Facility. Space configurations were made to accommodate current equipment requirements. Facade design was completed to harmonize with Adirondack Style main street context.
- Erwin Library Additions and Renovations; Boonville, NY: Re-use of existing space to expand collection, and new construction for ADA accessibility and compliance. Romanesque Revival stone edifice, c. 1888, National Historic Register.
- Town and Village of Boonville Municipal Offices; Boonville, NY: New building to house municipal offices, meeting rooms, courtrooms, and police in a 7,700 square foot design inspired by Neoclassical and Victorian local vernacular.



Chazen was founded in the Historic Hudson Valley Region of New York in 1947. They provide technical consulting expertise in civil engineering, planning, land surveying, environmental and safety consulting, code compliance, landscape architecture, and transportation planning and traffic engineering to a wide variety of clients. With offices throughout New York, Tennessee and Oregon, Chazen delivers world-class performance focused on creating effective, long-term partnerships with its clients.

Chazen is an employee-owned firm with over 150 employees and is strong with clients representing all realms of business – municipalities, nonprofits, government agencies, as well as commercial developers, private institutions and industries. With proven success, we have greatly expanded over the past few decades, yet we remain a family-run company rooted in Main Street values.

Chazen's portfolio spans a broad range of project types offering diversity and quality which resonate with their clients. From project concept to construction completion, we collaborate closely with clients, taking a customized approach that provides each client with the personal and professional service expected.

Chazen's approach is to carefully listen to their clients' needs, help define the community's goals and objectives, and identify institutional, environmental and stakeholder challenges. This enables them to craft a plan and a team of professionals to meet each client's needs. Ongoing client communications are central to successful project completion and ensure that high-quality services are delivered on time and on budget. The result is a customized approach and successful project completion.

AREAS OF EXPERTISE

- Civil Engineering
- Building Code & Life Safety Services
- Construction Services
- Environmental Services
- Geotechnical Engineering
- Grant Writing & Administration
- Landscape Architecture
- Land Surveying
- Planning Services
- Structural Engineering
- Transportation Planning & Traffic Engineering

OFFICE LOCATIONS

NEW YORK

Capital District
North Country
Hudson Valley
Westchester County
New York City

TENNESSEE

Nashville
Chattanooga

OREGON

Portland

www.chazencompanies.com

888.539.9073



BRUCE G. WELLS, P.L.S.

Principal, Director, Land Surveying

With over 42 years' experience in land surveying, Mr. Wells works closely with municipal clients providing high quality land surveying services, consultation and problem solving from project inception through completion. These projects range from performing surveys for the design of Public Safety Facilities, water wastewater treatment facilities, fire stations, highway improvement project, water, storm and sanitary sewer distribution projects, waterfront revitalization projects, boundary and acquisition mapping, as well as salt shed design projects. His experience extends to working with state and federal agencies, attorneys, title companies, public and private utilities, private developers and environmental firms. Mr. Wells is responsible for the overall quality assurance and management of survey services.

EDUCATION

AAS, Forestry, Paul Smith College, 1971

REGISTRATION

Land Surveyor NY 049828

Land Surveyor VT 671

AFFILIATIONS

NYS Association of Professional Land Surveyors

Eastern New York Society of Land Surveyors

Vermont Society of Land Surveying

TRAINING

Dale Carnegie Leadership

TWIC Certified

10-Hour OSHA Construction

PROJECT EXPERIENCE

- **Saratoga County Public Safety Facility**

Milton, NY – Role: Project Manager

Survey project manager for a topographic, subsurface utility survey and right of way survey for the design of the Saratoga County Public Safety Facility located at Fairground Avenue and County Farm Road in the Town of Milton, New York. Chazen was retained by H2M architects and engineers to provide professional land surveying, civil and landscape architecture services. Chazen had prior survey history on the project site as the site was previously selected for an Emergency Service 911 Tower.

- **Saratoga County Office of Emergency Services – 911 Radio Towers**

Saratoga County, NY – Role: Project Manager

Chazen provided topographic / utility and property surveys for 15 tower locations throughout Saratoga County, New York. The surveys were utilized for the design of each structure. In addition, each site was mapped, legal description written for the parcel and access / utility route along with staking the facilities.

- **Town of Stillwater – NY Proposed Public Safety Facility**

Stillwater, NY – Role: Project Manager

Project Manager for a boundary and topographic survey within the northerly side of County Route 76 in the Town of Stillwater in order to subdivide ten (10) acres from the 80-acre parcel for a Public Safety Building, located at 266 County Route 76, Stillwater, New York. Subdivision map and legal descriptions were prepared for the land transfer to the Town.

- **NYS Police Troop G Headquarters: Parking Lots**

Latham, NY – Role: Project Manager

Mr. Wells was responsible for preparing topographic and utility surveys for the project site. The survey was utilized for the design and construction of additional parking lots and modifications to security fencing at the existing Troop G Headquarters in Latham.

Additional Projects Include:

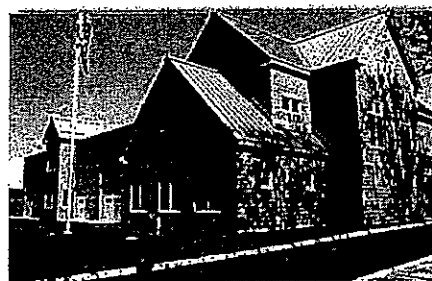
- Guilderland Fire District
- Albany County Nursing Home
- City of Albany Water Board – Numerous projects
- New York State Office of General Service (OGS) Harriman Campus.
- City of Cohoes Canal Square Park
- City of Albany Waterfront Revitalization

GUILDERLAND FIRE DISTRICT**Guilderland, NY**

Chazen provided civil/site design services for the expansion of the Guilderland Fire District along NYS Route 20 in the Town of Guilderland. As the site engineer for the project, Chazen was responsible for all site and utility improvements which included pavement systems design, site grading, landscape design, water and sanitary sewer services and storm water management. Chazen completed highway curb cut applications and work permits for the expansion of additional apparatus bays and new pedestrian sidewalks along NYS Route 20. Chazen also provided construction phase engineering services which included inspection of utility installations, storm water and erosion and sediment control and certifications to the Town.

ORANGETOWN FIRE DISTRICT**Orangetown, NY**

This project involved the civil/site design for the new fire station to be constructed along Orangeburg Road and Dutch Hill Road, in the Town of Orangetown. As the project engineer, Chazen was responsible for all aspects of the civil/site design for the design of the site plans and utilities for the proposed fire station. Responsibilities involved preparing the site development plans including demolition plans, site layout plans, utility and lighting plans, grading and erosion control plans, stormwater pollution prevention plans, and county highway entrance plans.

**VERDOY FIRE DEPARTMENT****Colonie, NY**

Chazen provided civil/site design tasks for the relocated Verdooy Fire Department in the Town of Colonie. As the site engineer, Chazen was responsible for all site and utility improvements, which included pavement systems design, site grading, water main connection, sanitary sewer connection and storm water management planning and utilities. Chazen completed highway curb cut applications and work permits and coordinated the relocation of the Fire Department's traffic signal located on NYS Route 7. Chazen also provided construction phase engineering services, which included inspection of utility installations and as-built drawings for certification with the Town of Colonie.

**ADDITIONAL FIRE STATION PROJECTS:**

- Roosevelt Fire District – Hyde Park, NY
- Rensselaer Fire District – Rensselaer, NY
- Wilton Fire Department – Wilton, NY
- Orangetown Fire District – Orangetown, NY
- Chestertown Fire Department – Chestertown, NY
- Wallkill Fire District – Shawangunk, NY
- Silver Lake Fire District New Firehouse – Middletown, NY
- Pottersville Fire District – Pottersville, NY
- Orangeburg Fire District – Orangeburg, NY
- Stanford Heights Fire District – Colonie, NY
- Tallman Fire District New Office and Storage Building – Airmont, NY

JEFFREY A BAK, PRINCIPAL ENGINEER

Mr. Bak has worked in the Design and Construction Industry since 1985. He heads Spring Line Design's structural engineering department yet continues to be actively involved in design and construction on a daily basis. Mr. Bak excels at working with architects to find structural solutions that support all of a project's needs, without breaking the bank. Above all, he is genuinely interested and engaged in anything having to do with the building industry no matter where, when, or whose project it may be.

PROJECT EXPERIENCE

MUNICIPAL

New Saratoga County Public Safety Facility, Ballston Spa, NY
New Nassau Emergency Medical Services, Nassau, NY
Waterford Consolidated Firehouse Feasibility Study, Waterford, NY
Waterford New Fire Station, Waterford, NY
New Paltz East New Fire Station, New Paltz, NY
Central Bridge Firehouse Feasibility Study, Esperance, NY
Manlius 5-Vehicle Bay Fire Station, Manlius, NY
Manlius Fire Station Site Wall, Manlius, NY
Phoenix 4-Vehicle Bay Fire Station, Phoenix, NY
Great Barrington Fire Station Code Review and Seismic Analysis, Great Barrington, MA
Faist 3-Vehicle Bay Ambulance Corps, Ramapo, NY
Salt Storage Shed, Town of Pittstown, Pittstown, NY
Pittsfield Waste Water Treatment Plant Grit Clarifier, Pittsfield, MA
Pittsfield Waste Water Treatment Plant Force Main Upgrades, Pittsfield, MA
East Greenbush Waste Water Treatment Plant Special Inspections, East Greenbush, NY
Village of Mayfield Waste Water Treatment Plant; Mayfield, NY
New Mamakating Library, Wurstboro, NY
William K Sanford Colonie Town Library Renovation, Colonie, NY
Simsbury Public Library Renovation, Simsbury, CT
Crawford Library Rehabilitation and Adaptive Use, Monticello, NY.

OTHER

Great Meadow Correctional Facility MEP Improvements, Comstock, NY
Oneida Correction Facility Storage Building, Oriskany, NY
Greene Correctional Facility Overhead Piping, Coxsackie, NY
Eastern Correctional Facility Wastewater Treatment, Napanoch, NY
Troop C Headquarters Renovation for Forensics ID Prototype Evidence Storage, Unadilla, NY
State Island Armory Provide Renovations to Conference Room and Family Support Area
Harriman State Office Campus Building No. 3 Provide Daycare, Albany, NY
Harriman Campus Building 8 Pedestrian Walkway, Albany, NY
Maybrook DOT Maintenance Sub-headquarters Addition, Maybrook, NY
Dulles State Office Building Auditorium, Watertown, NY
Bedford Hills Correctional Facility New Generator Building, Bedford Hills, NY
Coxsackie Correctional Facility Switchboard Housing and Powerhouse Addition, Coxsackie, NY
Clinton Correctional Facility Rehabilitate Showers, Dannemora, NY
Albany DOCCS Training Academy, Albany, NY
Green Haven Correctional Facility Rehabilitate Kitchen, Stormville, NY
NYS Police Troop A Provide Barracks, Fredonia, NY
NYS Police Troop E Sprinkler Supports, Canandaigua, NY
NYS Region 3 New Headquarters Building, New Paltz, NY

GOSR/DASNY
GOSR/DASNY
GOSR/DASNY
GOSR/DASNY



EDUCATION & ACCREDITATION

Registered Professional
Engineer NY, MA, CT, VT

Bachelor of Science, University
of Massachusetts at Amherst

Member of the American
Society of Civil Engineers

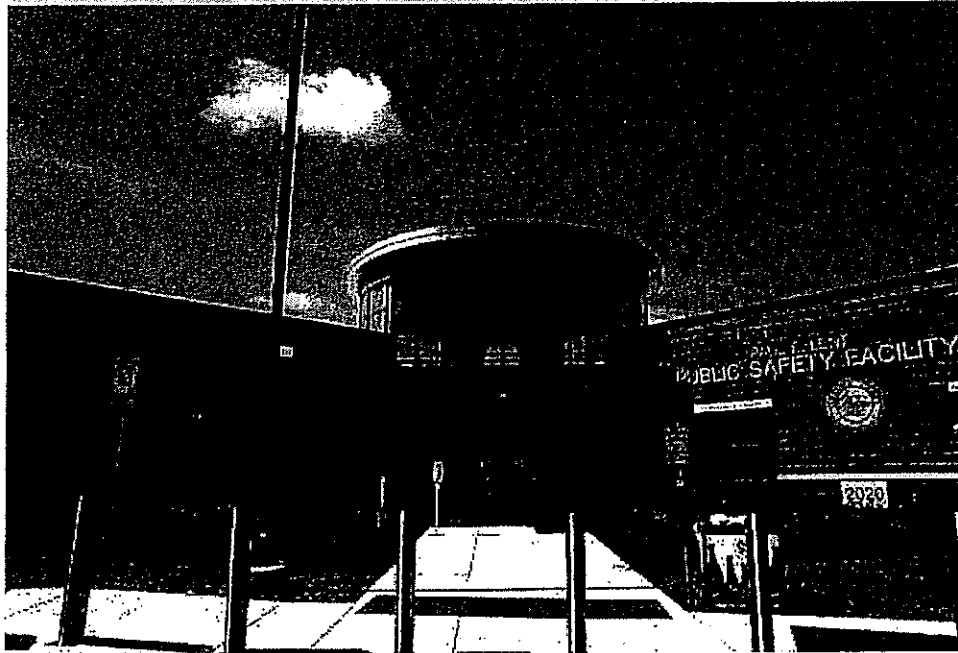
Former Chair of the Structural
Engineering Institute (SEI)
Mohawk Hudson Section

LEED Accredited Professional

American Society of Civil
Engineer's (ASCE)
Mohawk Hudson
Engineer of the Year 2013

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NEW SARATOGA COUNTY PUBLIC SAFETY FACILITY • STRUCTURAL DESIGN



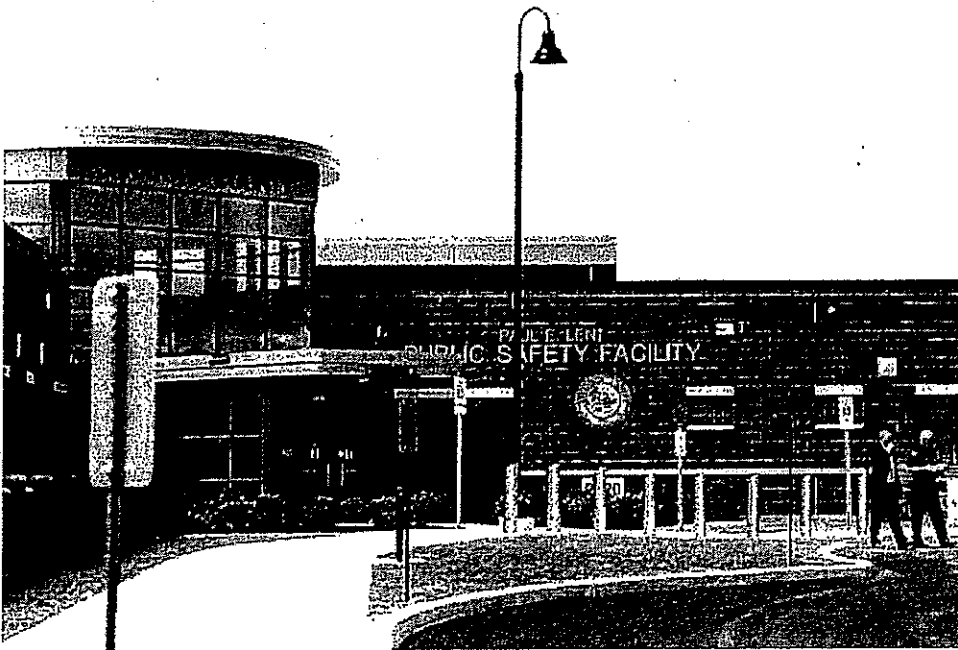
ADDRESS

Saratoga County Public
Safety Facility
6012 County Farm Road
Ballston Spa, NY 12020

PROJECT CONTACT

Architect

Pacheco Ross Architects
A division of H2M
Architects + Engineers
3 Lear Jet Lane, Suite 205
Latham, NY 12110



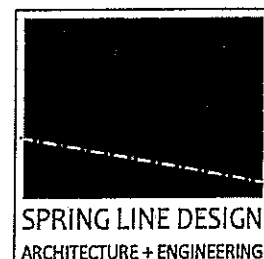
SCOPE

Structural Design, Construction
Document Preparation, and
Construction Administration

DURATION

2017-Current

DESCRIPTION New 64,500 SF one-story public safety facility which houses a 911 emergency response center; sheriff's office and probation officer's office; offices for county public health, emergency management, and public safety officials and staff. The central core of the facility acts as a "shelter-in-place" and will remain fully powered in emergency situations. Structural design included specialty loading requirements for localized blasts and other environmental factors.



MAMAKATING LIBRARY • STRUCTURAL DESIGN



ADDRESS

Mamakating Library
128 Sullivan Street
Wurtsboro, NY 12790

PROJECT CONTACT

Architect
Architecture+
297 River Street
Troy, NY 12180

CLIENT

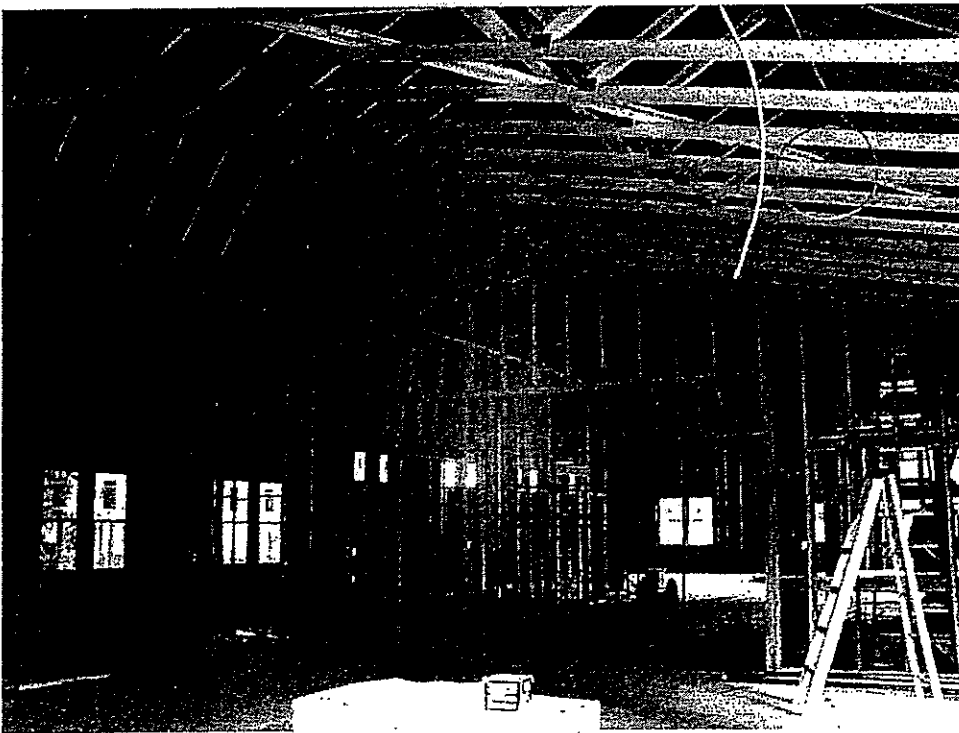
DASNY
515 Broadway
Albany, NY 12207

SCOPE

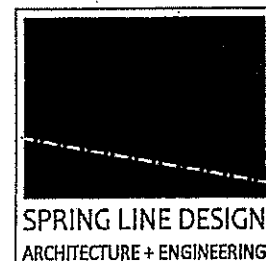
Structural Design, Construction
Document Preparation, and
Construction Administration

DURATION

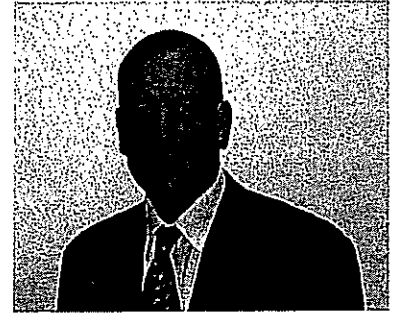
2013-2015



DESCRIPTION New 4,800 square foot public library with dynamic space for adult and children's collections, community programs, literacy computer area, a Director's office, an area for staff activities, and a kitchen for staff and community use. The structure was wood framed (wood stud bearing walls, slab on grade, pre-engineered wood trusses).



Kenneth A. Hipsky, P.E., LEED AP



Mr. Hipsky has over thirty (30) years of experience in building systems design and construction administration in both the plan/spec and design/build delivery methods. Over his career, projects that he has been involved in vary between public safety, multi-family housing, primary and secondary education, industrial and federal, state and local government. His attention to detail and innovative designs have led to long-standing client relationships in both the public and private sectors. With LEED accreditation and a focus on sustainability and green building solutions, Mr. Hipsky designs mechanical systems with energy conservation and his Client's bottom line in mind.

EDUCATION:

University of Connecticut
Bachelor of Science cum laude
Mechanical Engineering – 1990

LICENSE:

Professional Engineer:

Connecticut
Minnesota
New York
Virginia
Maine
Florida
Texas
Massachusetts
Vermont
Illinois
New Jersey
New Hampshire
District of Columbia
Hawaii
Michigan
Maryland

REPRESENTATIVE PROJECTS:

Saratoga Public Safety Facility
Thompsonville Fire District #2
Norwalk Fire Headquarters
Wilmington Fire Station
Orangeburg Fire Station
North Stonington Schools
Meeting House Hill Elementary School
Unmanned Aerial Vehicle Storage and Maint. Facility
Stewart Newburgh AFRC
Electric Boat Non-Metallics Lab
Charles River Laboratories Avian Facilities
Northfield Fire Station
Essex Fire Station
Mansfield Fire Station
Somers Fire Station
West Hartford Fire Station #3
Bethany Fire Station
Comstock Community Center
Groton Public Library
Naugatuck Housing Authority
Stamford Fire Kitchens
Hammonasset Nature Center
Enfield Housing Authority
Stamford Housing Authority
Hamden Housing Authority
Groton Police Station
Veterans Memorial Park Pool House
East Providence Fire Station

Essex Fire Station – Essex, CT

Design of a new 12,000 ft² fire station.

Mansfield Fire Station – Mansfield, CT

Design of a new 4,800 ft² apparatus bay addition and full renovation of the existing 4,800 ft² apparatus bay into administration and bunk spaces.

Weatogue Fire Station – Simsbury, CT

Design of a new 6,500 ft² fire station.

Somers Fire Station – Somers, CT

Design of a new 15,000 ft² fire station.

Bridgeport Senior Center – Bridgeport, CT

Adaptive reuse and renovation of a 5,000 ft² historic fire station into a new senior center.



George F. Lape

Fire Protection Engineer

For nearly 40 years, George has served as a fire protection engineer focused on project planning, estimating, design layout, engineering and specifying for water-based fire protection systems including water supplies, pumps and water storage. He is also well-versed in hydraulic and hazard classification and extremely knowledgeable about clean agent and restaurant hood suppression systems. George has been lending his expertise to RZ Design Associates since 2010.

Education

Rochester Institute of Technology, B.S.M.E. - 1981

Professional Affiliations

National Fire Protection Association - NFPA

Representative Projects

Connecticut Valley Hemp, Sterling, CT

Saratoga Public Safety Complex, Ballston Spa, NY

ESPN, Bristol, CT (Various Projects)

Rocky Hill Senior/Community Center, CT

CVS Pharmacy (Various Locations)

Newtown Police Department, CT

Supreme, Manhattan, NY

7-Eleven and BK, Chicopee, MA

J.R. Payden Field House, Derby, CT

Dollar General, Southington, CT

Philip R. Smith School, South Windsor, CT

Eli Terry Elementary School, South Windsor, CT

Hartford Steam Boiler, CT

Dr. Oran A. Moser School, Rocky Hill

540 New Park Ave., West Hartford, CT

ASICS 5th Ave. Flagship Store, Manhattan, NY

District #12, Washington Depot, CT

New Britain Central Kitchen, CT

Lululemon, Boston, MA

Windsor Police Department, CT

Fairfield University Health & Wellness, CT

Dept. of Public Works, Rye Brook, NY

Choate Rosemary Hall (Various Projects)

iHealth, Enfield, CT

Eli Lilly, Enfield, CT

Oxford Performance Materials, South Windsor, CT

Conning, Hartford, CT

Long Hill Fire Co., Trumbull, CT

KIM WEED

SENIOR ESTIMATOR

BACKGROUND

RELEVANT EXPERIENCE

Ms. Weed has over 20 years of experience in the construction field. She is a team player adept at balancing client expectations against company resources to ensure complete satisfaction. She has a strong technical background, a comprehensive understanding of problem solving, cost estimating, change orders, project management, specifying and procuring.

FEMA LIPA Mitigation, New York State:

The scope of this project includes the planning, preliminary and detailed engineering work associated with inspecting and proposing mitigation recommendations to increase the storm resistance of the most at-risk sections of up to 1,600 miles of distribution mainline facilities.

MSKCC/CUNY Project, New York, NY:

The MSK Facility will be a new ambulatory care center; the CUNY facility will be a Hunter College Science and Health Professions Building. The project will have a combined gross square footage of 1,100,000SF, including below grade and mechanical space.

SUNY New Paltz, New Paltz, NY:

Project consists of four different buildings on the SUNY New Paltz Campus: Coykendall Science Building, Haggerty Administration Building, Jacobsen Hall, and Student Union. Provided the conceptual estimate for vestibule replacement and/or renovation work such as site/pavers, foundations, storefront/curtain walls, roofing, interior and MEP modifications related to vestibules.

SUNY New Paltz Samuel Dorsky Museum, New Paltz, NY:

Located inside the campus of SUNY New Paltz, this 9,000SF art museum houses more than 5,500 works from around the world in its six galleries. Provided cost estimating for this HVAC and Electrical renovation project in the basement, mezzanine and roof of the Museum.

2455 South Road, Poughkeepsie, NY:

Provided feasibility review and estimating for the renovation and fit-out of a office building to accommodate OPWDD units including Administrative, Business Office, Clinics, Dental & Labs, EAP, Human Resources, Investigations, HIM Records, Quality Improvement, WTM, Adaptive Equipment, ITS, Union Offices, State Operations, Regional Office, Revenue Support Field Office and Training.

SUNY Stony Brook Hospital MART, Stony Brook, NY:

Provided change order management and estimating services for the core and shell construction and fit out of two 10-story buildings.

Bronx Family Criminal Courthouse, Bronx, NY:

Provided change orders, estimating, and value engineering services for the renovation of several floors of the courthouse. The building remained operational during the renovation.

EDUCATION

Diploma, Engineering Drafting Technology, Maryland Drafting Institute, MD
BS, Athletic Training, Keene State College Keene, NH

PROFESSIONAL RESUME

Anthony K. Ward, President

AKW Consulting, Inc.

30 JAY STREET, SCHENECTADY, NY 12305

Phone: 365-8822

Email: TWARD@AKWCONSULT.COM

EMERGENCY SERVICES:

2018 – 2020

SARATOGA COUNTY PUBLIC SAFETY FACILITY

Provide Construction Administration Services for Saratoga County, overseeing new 62,000 SF Public Safety Facility with a contract amount of \$28M. Departments include: Administration / Emergency Preparedness Coordination / County Sheriff / Probation Dept / Community Outreach / Environmental.

SCHENECTADY FIRE STATION #3 RENOVATIONS:

Provide CA services for \$1M life / safety upgrades to Schenectady Fire Department Station #3 located on Third Ave. Project scheduled for 2020 Completion. This is a phased project with the fire station remaining active in the building during construction.

2011

NISKAYUNA FIRE DISTRICT NO. 1:

Construction Administration services for \$3.5M additions and renovations to the existing Fire House. Project completion May 2011.

2003

FORT HUNTER FIRE HOUSE:

Construction Administration services on new 21,500 SF Fort Hunter Fire House on Carman Road in Schenectady. In 2003 provided pre-construction services: construction advice and cost estimating to check budgets. Construction on the new \$3M facility began Spring 2004.

2002

WESTERN TUNPIKE RESCUE SQUAD:

Construction Administration services for two new Ambulance / Rescue Squad Facilities in Guilderland, N.Y. The main station is 16,000 SF and the auxiliary facility is 5,000 SF.

SCHENECTADY COUNTY, NY:

2008 – 2020

SUNY SCHENECTADY COMMUNITY COLLEGE

Begley Hall Library Renovations: Construction Administration services for \$10M renovation project to the existing 30K SF Library in Begley Hall. Extensive interior and exterior renovations including MEP and technology upgrades, a new Learning Commons, Circulation, Book Stacks, Offices and Bathrooms. Completed August 2019.

SCCC Culinary Arts School Wood Fired Oven: Provided Construction Management services to the Culinary Arts School at SCCC for the design and building of a \$25K exterior masonry wood burning pizza & bread oven, to be used by the Culinary School for classroom instruction. Completed October 2016.

SCCC Kindl Building Renovation Phase II: Construction Admin for 3,500 SF gut and renovation of the main floor of the County-owned Kindl Building, located at 201 State St, Schenectady. Fit-out includes new classrooms, offices, a 3 stop elevator, and new electrical, HVAC & plumbing systems at a cost of \$1.5M. Project completed October 2015.

SCCC Center for Science & Technology Lab Fit-Out: Construction Admin Services for \$300K fit out of a new Nanotech Laboratory at SCCC's Center for Science & Technology. Project completed June 2014.

PROFESSIONAL RESUME

Anthony K. Ward, President

AKW Consulting, Inc.

30 JAY STREET, SCHENECTADY, NY 12305

Phone: 365-8822

Email: TWARD@AKWCONSULT.COM

Rooms. Facility will be the future home of capital region BOCES theatrical tech program and for Proctors programs during the summer months. Construction Budget of \$2M. Project began October 2016 and scheduled to open November 2017.

Universal Preservation Hall: Pre-Construction (2013-2016 Includes plan / program review and established budget estimates). CM services for \$10M historic renovations to an 1871 Methodist church located at 25 Washington Ave. in Saratoga Springs, N.Y. Provided CM services to Bid, Contract and manage construction.

2014 – 2015

Plaster Restoration Project: Phase 4 of a complete restoration of the historical theatre's decorative interior finishes, including: plaster walls/ceilings, medallions, trims, seating boxes and the front face of the balcony. Work includes \$750K restoration / replacement of main field & ornamental plaster, refurbishing scagliola, cleaning & repair of marble surfaces, re-painting and "Dutch leaf" application. Additional work included resurfacing and restoration of six existing bars plus the candy counter and hearing impaired station.

Apostrophe Café Renovations: Managed the overhaul of Proctor's 'Apostrophe' Café during Summer 2015. Project complete on time & within budget for start of 2015-2016 show season.

2013 – 2014

Marquee Restoration: CM Services for refurbishing three existing marquees on Proctors Historic Theatre. Scope includes five new state of the art digital signs and restoration of the two main theatre marquees as well as restoration work at the State Street Arcade entry. \$250,000. Work completed September 2015.

2009 – 2010

Expansion of Key Hall: Providing ongoing Construction Management services for \$300K renovation of the former Key Bank into Proctor's new banquet and meeting facility.

TAB 3



► References

H2M's References

H2M has a strong record of performance on projects involving Emergency Operations Centers (EOCs) and Public Safety Answering Points (PSAPs). We encourage you to contact the references below to verify our successful track record. Detailed project descriptions can be found in Tab 2.

► Saratoga County Public Works

Richard Castle, Undersheriff
6010 County Farm Road, Ballston Spa, NY 12020
(518) 885-2497

► City of Norwalk, CT

Denis McCarthy, Past Fire Chief of Norwalk, Current Fire Chief of Fairfield, CT
140 Reef Road, Fairfield, CT 06824
(203) 854-0232

► City of Lethbridge, AB

Richard Hildebrand, Fire Chief
City Hall 910, 4th Ave South, Lethbridge, AB T1J0P6
(403) 393-8006



Saratoga County Public Works

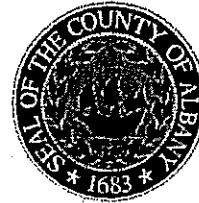
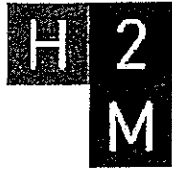


City of Norwalk, CT

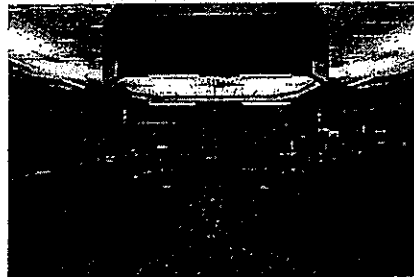
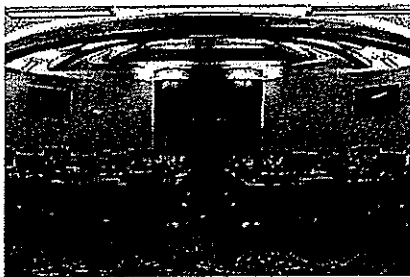


City of Lethbridge, AB

TAB 4



County of Albany
Request for Proposal – RFP 2020-098
Albany County Sheriff
E-911 Emergency Management Facility
September 11, 2020



The Albany office of H2M architects + engineers, believes the County of Albany and its Sheriff's Department deserve the most qualified Architect for your new, strategically sited project. Our team represents the very best in Client value, nationally recognized, innovative leadership in PSAP and EOC design experience, direct senior partner involvement and commitment to your issues. We propose a focused scope of services to program, design, and create a new Emergency Management Facility (EMF).

H2M has designed, built and assessed well over 300 emergency response facilities including 911 call centers (PSAP), EOC's, Emergency Management Facilities, and Public Safety. This real-world experience and specific expertise include each of the major tasks set forth in the RFP. We will create value and incorporate state-of-the-art thinking and recommendations for the County and Sheriff. David J. Pacheco, an H2M VP and senior designer, was appointed to the ASTM Homeland Security Committee-Emergency Operations Center (EOC) Standards Committee. Dennis A. Ross, Director of the Emergency Service Market, is currently sitting on the NFPA Technical Committee on Emergency Responder Occupational Health where Mr. Ross is the only Architect on the National Committee. Both will bring their considerable expertise and experiences on these committees to bear on your project.

The EMF will need to integrate with the current sheriff's facility on the site. H2M is well-versed in handling these types of challenges and believe that these challenges are not a problem, but rather an opportunity for creative solutions. We believe that a free-standing and connected, properly placed EMF can take advantage of the site, not interfere or interrupt services in the current facility, save time during both design and construction and ultimately save cost for the County.

Project Services

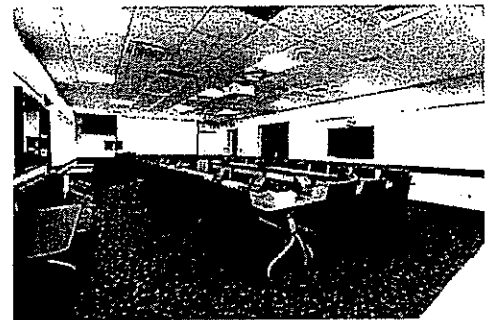
Project Scope – Our team will meet with project stakeholders to discuss the scope, Owner expectations, end user expectations, timeline and process for the project.

- We will discuss critical issues of how to effectively utilize any past work product, the design, program, site, codes and standards, current industry trends and end user health and well-being.
- During this initial meeting, we will address issues of security, comfort and alertness, sustainability, resiliency, redundancy, communication protocols and your goals for the project.
- We will address **how to best achieve your visions, goals and budget for the project.**



Codes, Requirements and Regulations – We will assess the relevant codes, regulatory requirements and operation guidelines for the EMF.

- Mr. Ross will draw on his current experience with the NFPA and his National Presentation on Covid-19 and building design to address staff wellbeing, health and the effects of both the current pandemic and possibility for cross-contamination from Sheriff's activities in the field.
- Utilize the NYS Building Code (2020 IBC), National Fire Protection Association (NFPA), and Americans with Disabilities Act (ADA) included in the ICC/ANSI A117.1-2003.
- We incorporate the recommendations of NFPA 1221 in our EOC and PSAP designs. These include recommendations for redundancy, resiliency and security.
- We follow applicable guidelines of ASTM E2668-10 Standard Guide for Emergency Operations Center (EOC).
- H2M will evaluate recommendations from FEMA P 361 or ICC 500 that may benefit the facility.
- We will consider other applicable standards for the building such as OSHA requirements and site regulations such as FEMA, EMAP or SEMO.
- We will follow NFPA 13 for the building sprinkler design and Dept. of Health for a septic system.
- Our Team will lead the NYS SEQRA process, prepare the long form, write the Negative Declaration and coordinate with the County as Lead Agency.
- A SWPPP program will be outlined for the site as we assume disturbance will exceed 1 acre.
- The International Building Code (IBC) has defined EMF's as "**Essential Facilities.**" These buildings are designed, built and observed during construction to a high standard.
- If the County enforces its regulatory requirements such as Planning, Zoning, Site Plan approval or other local requirements, our Team can propose additional services as needed.



Energy Efficiency and Sustainability – We look to achieve sustainability and energy efficiency throughout the course of your project. Our buildings embrace energy efficiency through common sense design and construction techniques.

- One example may be to evaluate LEED and net-zero strategies, systems and designs. We will look closely at the cost-benefit, comfort, feasibility and value for the County.
- We can evaluate various wall, ceiling and floor coverings and discuss the pros-cons, sustainability, maintenance and cost-effectiveness of these various surface materials.
- We incorporate daylighting (that meets NFPA 1221) into the building, yet still protects the PSAP from distraction or bright spots while maintaining security.
- Other systems may include high-efficiency HVAC systems with economizers, smart thermostats, and low-flow plumbing fixtures.
- Adhesives, paints and coatings are examples of no VOC (volatile organic content) materials.
- High levels of insulation and envelope tightness are standard design techniques.
- We will evaluate the effectiveness of recycled content in flooring, ceilings and other materials where appropriate.

Conceptual Layout – We will generate conceptual block diagram layouts based on the Program and Space Analysis. We will:

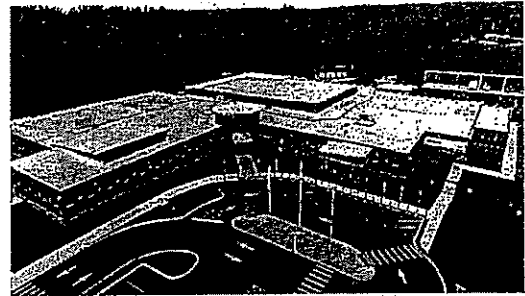
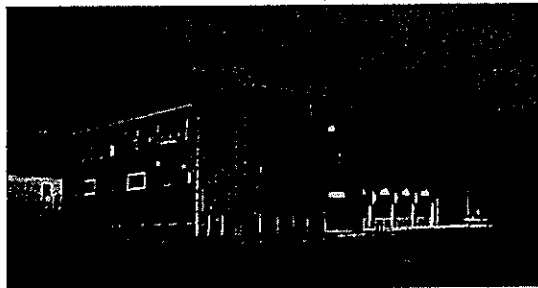
- Address the existing building, its proximity and how it may affect the EMF location and design.
- Design for the building footprint, site constraints, security, parking, hardening and safety.
- Recommend site needs and improvements that affect the facility such as additional septic or utilities.

Meetings and Presentations – Our team will meet with you to program, review the existing facility, examine the site and discuss designs and budgets.

- We lead meetings and will and will present to the Sheriff and end-users.
- H2M can set up and run virtual meetings as required for health and safety.

Deliverables

- **Project Scope** – Initial stakeholders meeting
- **Program** – Validate and revise as needed Owner's existing Program to create an up-to-date detailed operations-based program explaining needs and requirements
- **Space Analysis** – Spreadsheet of square footage that summarizes the Program
- **Conceptual Budget** – The probable cost/sq. ft. for new construction based on the Space Analysis
- **Site Evaluation** – Evaluation process to review pro and cons and critical issues
- **Survey Coordination** – Thorough checklist with Team coordination
- **Geotechnical Coordination** – Thorough checklist with Team coordination
- **SEQRA** – Develop long form SEQRA, initiate the Neg. Dec. (Assume the County will be Lead Agent)
- **Codes** – Review relevant codes, regulations, health and safety needs and ADA requirements
- **Energy Efficiency/Sustainability** – Common sense, off-the-shelf materials, systems and design
- **Concept Site Layout** – Block diagram site layout
- **Concept Plan Layout** – Block diagram floor plan layout
- **Schematic Design** – Site plan, floor plan and elevation design that depicts aesthetics, and County needs – 3-D massing image of the design
- **Budget** – Third-party professional estimate of the construction hard costs
- **Soft Cost Budget Assistance** – Other project costs developed in conjunction with the County
- **Value Consulting** – Systematic procedure to seek quality
- **Meetings** – In-person or virtual meetings as required to facilitate the project

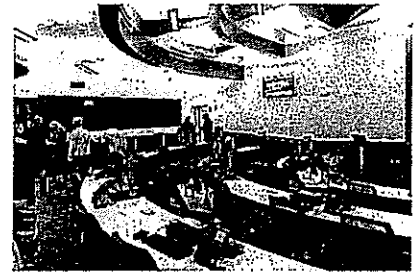
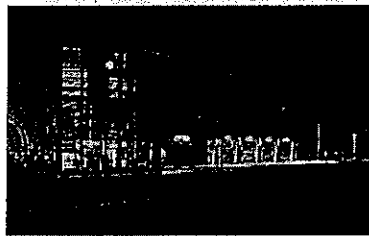
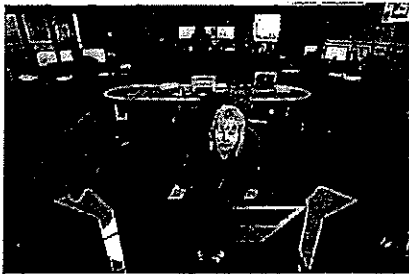


Ongoing Approach and Workplan

Design Development – Based on the schematic design, budget and work product to date, we undertake the tasks of further defining the systems, materials and budget.

- Mechanical, electrical, plumbing, fire protection, security and integration with County vendors will be programmed with the County.
- A Project Manager along with senior level MEP Engineers will lead the MEP Programming which includes security such as door fobs, cameras and PSAP software requirements.
- This scope identifies critical and functional issues of HVAC controls, lighting, electrical service, generator, redundancy, security, healthy working environment, plumbing fixtures, water use, etc.
- Should a septic system be required, the design and submission to the Dept. of Health will commence.
- The technology, security and critical functions of the PSAP and EOC will be programmed.
- Structural systems incorporating resiliency, hardening and security will be examined.
- Building Information Management (BIM) is started in earnest with the consultants. BIM will help to assure the County that systems work in concert and interferences are kept to a minimum.
- Further review of details and materials research will continue. Site plan approvals will address changes to footprint, parking or drives and revisions to stormwater drainage or exterior lighting.

- Carefully coordinate the electrical, security and special equipment installation as they progress.
- Help the County coordinate the live cutover for the PSAP.
- Attend site meetings and be available throughout the construction period with additional site visits when needed. Prepare construction reports based on each site visit.
- Create and maintain project records, correspondence, answer RFI's in a timely manner and conduct regular communications with the entire project team.
- Prepare additional information when needed to coordinate with the County.
- Review contractor's requests for payment and verify the amount of work accomplished, materials stored, and retainage before authorizing payment.
- Evaluate submittals, samples of materials and systems to determine their conformance with plan and specification requirements.
- Evaluate and research proposed change orders. We examine cost effectiveness, value and the impact on the project for the proposed change.
- Evaluate test results such as soil compaction, concrete strength, etc. Provide technical expertise and advice in the event of sub-standard test results or unexpected conditions.
- Advise and coordinate with the County for the "special inspections" required by the IBC for Essential Services Facilities.
- Affirm Substantial and Final Completion and assist with project closeout procedures, including review of operating manuals, warranties and final paperwork.
- Receive and review closeout documents such as consent of surety, final affidavits and similar indemnifications.
- Conduct a thorough punch list walk-through with the consultants.
- The Commissioning agent, the same company that performed the work on the SPSF, will perform commissioning on all the major systems.
- Conduct a one-year warranty walk-through with the Owner to identify issues and warranty items.
- Maintain ongoing communication with the County while the Sheriff's Department, Emergency Management and end users settle in and adapt to their new facility.
- Should the County elect to work with a CM, all our services will remain as stated. We will coordinate and work closely with AKW on all Bidding and Construction phase services.



Quality Response Deserves Quality Design™

TAB 5

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DESIGN OF THE NEW ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS

RFP Number: 2020-098

New E-911 Emergency Management Facility Project

a. Design Development Phase	\$ 225,500.00
b. Construction Document Phase	\$ 213,375.00
c. Bidding and Contract Negotiation phase	\$ 16,175.00
d. Contract Administration Phase	\$ 183,200.00

NOT TO EXCEED TOTAL LUMP SUM FEE (a+b+c+d)

\$ 638,250.00

(All reimbursable expenses must be included in total lump sum fee)

e. Alternate Fee – Construction Management Phase \$ 175,000.00 Not to Exceed

COMPANY: H2M architects + engineers

ADDRESS: 3 Lear Jet Lane, Suite 205

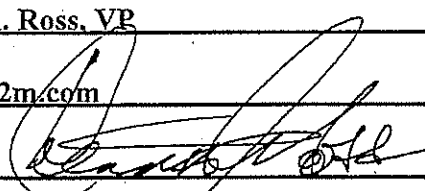
CITY, STATE, ZIP: Latham, NY 12110

TEL. NO.: 518-765-5105

FEDERAL TAX ID NO.: 11-2235604

REPRESENTATIVE: Dennis A. Ross, VP

E-MAIL: dross@h2m.com

SIGNATURE AND TITLE  V.P.

DATE: 09/22/2020



architects + engineers

3 Lear Jet Lane, Ste 205
Latham, NY 12110 | tel 518.765.5105



Fee Proposal – RFP 2020-098, Albany County Sheriff E-911 Emergency Management Facility

Lump Sum Fee Total

\$638,250.00

Reimbursable expenses are included in the lump sum fee

Additional Lump Sum Fee for CM (Enhanced Construction Administration) **\$175,000.00 NTE**

Notes to Compensation:

- Due to the current requirements and issues caused by the Corona Virus, we anticipate some meetings may be virtual as needed and where feasible. Construction Administration will be in-person visits.
- The County is a public entity subject to NYS Labor Department wage rate guidelines and the bidding requirements of General Municipal Law Article 101-5A (Wicks Law) requiring a minimum of four (4) separate prime contractors for a construction project. Budgets and design will reflect these requirements.
- This proposal is based on a single-story building of an approximate range of 8,000 – 12,000 sq. ft. The total combined hard and soft cost budget for the County is \$10 mil.
- Consultants such as survey, geotechnical, commissioning, estimating are included in the lump sum fee. Please refer to the various "scopes of work" specified below.
- The County may or may not impose its approval process on the project. We assume SEQRA, Health Department, DEC and similar agency approvals will be required and are included in our proposal.
- Our Team will use the NY State Building Code requirement for BMF facilities as "essential facilities" in our recommendations for the designs and budgets.
- The Contract Administration Phase is assumed to be twelve (12) months with two (2) months for project closeout.
- Our specifications will utilize AIA documents for all aspects of the project.
- For this proposal and budgeting purposes, we assume that the site has soil that is International Code seismic classification of 'C' or better.
- Designs will comply with applicable provisions of the American Disabilities Act (ADA).
- Billing will be monthly in accordance with the percentage of work completed the prior month. H2M will maintain the copyright and intellectual property for the design. The County will own the work product.
- We assume the County is tax exempt and will supply a certificate stating this.
- Services for off-site design, hazardous materials removals, environmental studies, traffic studies and other services are not anticipated and therefore not included in our proposal.
- This proposal is valid for ninety (90) days.

A Description of Various Services are Described Below. Typical Structural and MEP services (both with resiliency, hardening and NFPA 1221 recommendations) have not been detailed.

Enhanced Construction Management – AKW Construction Consulting, Inc.:

- Pre-Bid review of Construction Documents for quality control.
- Bid Review, Contractor Qualifications and recommendations to Owner.
- Project Supervision and Management. Oversee job progress and product quality. Ensure positive construction scheduling and progress and adherence to Contract Documents and Standards.
- Establish and maintain a master Construction Progress schedule by working with all contractors.
- Work closely with Owner and Team to identify and resolve construction issues.
- Review and approve Schedules of Values for determining percentages of completion for requisitions.
- Review and negotiation of all Change Order Requests. Make recommendations to Owner based on careful review of all added work costs and options. Ensure fair pricing on legitimate change orders.
- Project/Coordination/Foreman's Meetings: Attend meetings to coordinate work between all contractors, produce Project Meeting Minutes, and troubleshoot immediate and foreseen issues.
- Maintain records in an efficient manner including all correspondence, Contract Documents, daily logs, monthly requisitions, change orders, As-Built Drawings, shop drawings, product data, warranties, samples, color schedules, etc.
- Project Photos: Record Project progress, subsurface conditions, below slabs, above ceilings and in walls for future reference.
- Punch Lists: Complete punch list at the close of the Project; follow through with contractors to ensure all items have been satisfactorily completed.
- Project Closeout: Finalize and closeout all contracts including negotiating settlement of outstanding change orders, requisitions and retainage. Compile for the Owner, all contractor closeout documentation.

Commissioning – Fusion Systems Engineering DPC Acceptance Phase:

- Develop the Commissioning plan. Consult with Owner and Project Team regarding specific issues that should be addressed or incorporated into the commission process.
- The Commissioning plan shall include:
 - Narrative of Cx activities.
 - List of equipment to be commissioned, sequences of operations, prerequisites, and description of test procedure.
 - List of functions to be tested.
 - Conditions tests will be performed.
 - Measurable criteria for conformance.
- Coordinate the commissioning work during the acceptance phase of the project.

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TAB 6

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

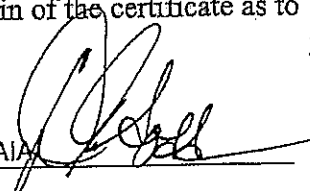
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation


Dennis A. Ross, AIA
Signature

Vice President
Title

H2M architects + engineers
Company Name

8/26/2020
Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

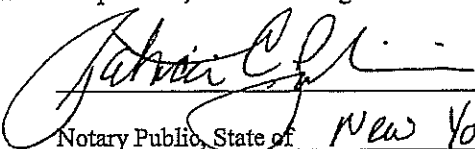
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 26th day of August, 2020, before me personally appeared Dennis A. Ross, AIA to me known, who, being by me sworn, did say that he resides at (give address) 323 Highgate Drive, Slingerlands, NY 12159; that he is the (give title) Vice President of the (name of corporation) H2M architects + engineers, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

PATRICIA C. BIANCHINI
Notary Public, State of New York
Registration #01B16265321
Qualified In Albany County
Commission Expires July 9, 2024


Notary Public, State of New York

Qualified in Albany County

Commission Expires 7/9/2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC		3. IDENTIFICATION NUMBERS a) FEIN # 11-2235604 b) DUNS #05-499-2334	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: H2M architects + engineers		5. WEBSITE ADDRESS (if applicable) www.h2m.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 538 Broad Hollow Road, 4th Floor East, Melville, NY 11747		7. TELEPHONE NUMBER 631-756-8000	8. FAX NUMBER 631-694-4122
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Dennis A. Ross, AIA Title Vice President Telephone Number 518-765-5105 Fax Number 518-765-5107 e-mail dross@h2m.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Please see attached	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☒ Yes ☐ No ☐ Yes ☒ No			

Response to #15A – Elected or Appointed Public Official or Officer

- David J. Pacheco, Vice President of H2M, is an elected Fire Commissioner for Niskayuna Fire District No.1, which is in neighboring Schenectady County. Serving from September 2018 to present (current term expires 12/31/23).
- David L. Mammina, Vice President of H2M, is an appointed Chairman of the Zoning Board of Appeals for the Town of North Hempstead. He has been serving in this position since 1992.

Response to #13, List all of the vendor's principal owners:

NAME	TITLE
Richard W. Humann, P.E.	Chairman, Chief Executive Office, President
Joseph M. Mottola, AIA	Chief Operating Officer, Executive Vice President, Secretary
Dennis M. Kelleher, P.E.	Chief Market Director, Executive Vice President
Steven J. Hyman, P.E.	Principal Office Director, Executive Vice President
Gregory C. Smith, CPA	Chief Financial Officer, Executive Vice President, Treasurer

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☒ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☒ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

Response to #16C

Date	Agency	Action
Pending Matters		
	None	
Resolved Matters		
2019	City of New York Dept of Environmental Protection	H2M was cited for failing to timely file an air monitoring report upon completion of project. H2M has filed the report and paid a stipulated penalty of \$1,500.
2019	City of New York Dept of Buildings	As architect of record for many Sandy-damaged homes in NYS Build-it-Back program, H2M was erroneously cited in two instances where contractors received a DOB stop work order. One violation against H2M was dismissed in advance of, and the other violation was dismissed at the administrative hearing.
2019	State of New Jersey Office of Attorney General	After investigating a report of an H2M employee allegedly providing unlicensed services in the state, the State Board of Professional Engineers and Land Surveyors found "insufficient cause" to take any action against H2M.
2018	Commonwealth of Pennsylvania Office of General Counsel	After inquiring into allegations of H2M practicing architecture on a lapsed license, the Prosecution Division closed the matter without taking any action against H2M.
2018	City of New York Dept of Environmental Protection	H2M paid a \$1,500 settlement penalty for a piece of air monitoring equipment missing its calibration sticker.
2017	City of New York Dept of Environmental Protection	As the Permit Holder for an asbestos remediation monitoring job, H2M was issued a \$1,000 civil penalty for its subcontractor's slight misplacement of a piece of air monitoring equipment.
2015	State of New York Office of General Service	H2M attended a show cause / responsibility meeting with, and submitted follow up materials to, NYS OGS concerning allegations of unsecured tools/documents at a correctional facility. The State's concerns were satisfied.

Response to #17

YEAR	PARTIES	SITUATION	DESCRIPTION	STATUS
2019	Kneeland Construction v. Mt. Pleasant School District v. H2M	Claim	Plaintiff (P) contractor sued H2M client (school district) for nonpayment of change orders on an elevator replacement project. District filed third-party action against H2M alleging lack of specificity in design documents as cause of construction change orders. H2M answered that docs were in sufficient detail and fine fitment is contractor's responsibility.	Case settled with no finding of fault against H2M.

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN

CERTIFICATION:

The undersigned certifies that he/she:

- Name of Business H2M architects + engineers Signature of Owner _____

VP

Printed Name of Signatory Dennis A. Ross, AIA

Title Vice President

Notary Public

Dennis A. Ross, AIA

Printed/Name/

PATRICIA C. BIANCHINI Signature
Notary Public, State of New York
Registration #01BI6265321 8/26/2020
Qualified In Albany County Date
Commission Expires July 9, 2024

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Dennis A. Ross, AIA

Signature

Vice President

Title

8/26/2020

Date

H2M architects + engineers

Company Name

**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A –
General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: H2M architects + engineers

Address: 3 Lear Jet Lane, Suite 205, Latham, NY 12110

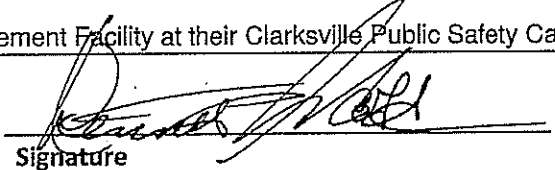
Phone Number(s): (518) 765-5105

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

None

Description of where the work is to be performed within Albany County facilities:

New Albany County Sheriff's E-911 Emergency Management Facility at their Clarksville Public Safety Campus


Signature

Dennis A. Ross, AIA

Printed Name

Vice President

Title

8/26/2020

Date

BORMANN

REF #2020-098: NYS Licensed A/E to Provide Consulting, Design, and Construction Administration Services for the Design of the New ACSO E-911 Emergency Management Facility at their Clarkville Public Safety Campus

Proposal Rating Worksheet

Reviewer: Leon Bormann, Chief Deputy ACSO

	Weight	ANGERNAME		ARCHITECTURE +		ASELEY MCGRAW		C&S COMPANIES		CSARCH		C.T. MALE	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	25%	4	1	4	1	3	0.75	4	1	4	1	4	1
Prior experience in similar building construction projects.	25%	3	0.75	3	0.75	3	0.75	3	0.75	3	0.75	4	1
Professional Qualifications	10%												
Total proposed price which must include all expenses(New E-211 Emergency Management Facility Project/Alternate Construction Management Fee)	30%												
Client References.	10%												
TOTALS:	100%		3.45		3.85		3		3.25		3.35		3.9

NOTES:

	Weight	BEM		LABELLA		LOTHROP		MEMASI		WCOS			
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score		
Proposer's completion of the required (work) Scope of Services.	25%		5	1.25	4	1	3	0.75	5	1.25	4	1	
Prior experience in similar building construction projects.	25%		5	1.25	3	0.75	3	0.75	4	1	3	0.75	
Professional Qualifications	10%		4	0.4	4	0.4	3	0.3	3	0.3	4	0.4	
Total proposed price which must include <u>all</u> expenses.(New B-311 Emergency Management Facility Project/Alternate Construction Management Fee)	30%	\$628,250 / \$175,000 \$813,250	5	1.5	\$666,900 / \$235,000 \$991,900	3	0.9	(\$774,900 / \$450,000) \$1,224,900	4	1.2	(\$630,435 / \$176,000) \$866,435	3	0.9
Client References.	10%		5	0.5	4	0.4	3	0.3	3	0.3	4	0.4	
TOTALS:	100%		4.9		3.45		3.3		3.75		3.75		3.75

NOTES:

Menasi - Numerous items were not included in the pricing. Section V Compensation planned for 8 months with \$22,000.00 for each additional month, this is estimated to be a 12 month project. Price did not include the cost for the Geotechnical exploration, site survey and hydrant flow test. They also indicated an additional fee for an Audio Visual consultant. We requested that all cost be included in the bid.

Rating Worksheet

RFP #2014-098: NYS Licensed A/E to Provide Consulting, Design, and Construction Administration Services for the Design of the New ACSO E-911 Emergency Management Facility at their Charlotte Public Safety Campus
 Proposal Rating Worksheet
 Reviewer: MLM

	Weight	ANGERMANN		ARCHITECTURE +		ASTLEY MCGRAW		C&S COMPANIES		CLARKE		C.T. MALE	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	25%			4	1	3.5	0.875						
Prior experience in similar building construction projects.	25%			3	0.75	4	1	4	1	3	0.75	5	1.25
Professional Qualifications	10%												
Total proposed price which must include all expenses: (New E-911/ Emergency Management Facility Project/Alternate Construction Management Fee)	30%												
Client References.	10%			5	0.5	5	0.5	5	0.5	5	0.5	5	0.5
TOTALS:	100%			3.85		4.375		3.2		3.7		4.7	3.5

NOTES:

	ERM		LARKELLA		LOTHROP		MEMASI		WCOGS			
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score		
Proposer's comprehension of the required (work) Scope of Services.	5	1.25	4	1	4	1	3.5	0.875	5	1.25		
Prior experience in similar building construction projects.	5	1.25	4	1	3	0.75	5	1.25	4	1		
Professional Qualifications	4	0.4	4	0.4	4	0.4	4	0.4	5	0.5		
Total proposed price which must include all expenses (New E-911 Emergency Management Facility Construction Management Fee)	5638,150/5175,000 \$813,150	4	5846,000/5215,000 \$911,000	3.5	5774,000/5450,000 \$1,224,000	2	6043,335/5176,000 \$886,435	4	1.2	5775,700/5444,800 \$1,215,500	2	0.6
Client References.	5	0.5	5	0.5	5	0.5	5	0.5	5	0.5		
TOTALS:		4.6		3.95		3.25		4.225		3.85		

NOTES:

Rating Worksheet

RFP #2020-098: NYS Licensed A/E to Provide Consulting, Design, and Construction Administration Services for the Design of the New ACSO E-911 Emergency Management Facility at their Clarkstown Public Safety Campus

Proposal Rating Worksheet

Reviewer: John J. Neri

Weight	ANGERNAME		ARCHITECTURE +		ASHLEY/McGRAW		CAS COMPANIES		CSARCH		C.T. MALE	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
25%	4	1	4	1	4	1	4	1	4	1	4	1
25%	2	0.5	3	0.75	4	1	3	0.75	5	1.25	3	0.75
10%	4	0.4	4	0.4	4	0.4	4	0.4	5	0.5	4	0.4
30%	(\$319,900 / \$130,000) \$389,900	4	1.2	(\$595,000 / \$172,750) \$767,750	5	1.5	((\$559,856 / \$130,000) \$889,856	4	1.2	((\$541,600 / \$104,000) \$845,600	4	1.2
10%	3	0.3	3	0.3	3	0.3	3	0.3	3	0.3	3	0.3
TOTALS:		3.4		3.95		3		3.65		4.25		3.05

NOTES:

Weight	HEM		2		LABELLA		LOTTEROP		MEMASI		WCGS	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
25%	4	1	4	1	4	1	4	1	4	1	4	1
25%	5	1.25	3	0.75	4	1	4	1	4	1	4	1
10%	4	0.4	4	0.4	4	0.4	4	0.4	4	0.4	4	0.4
30%	(\$338,250 / \$175,000) \$812,250	4	1.2	(\$686,000 / \$125,000) \$911,000	4	1.2	(\$774,900 / \$450,000) \$1,224,900	2	0.6	((\$538,435 / \$176,000) \$896,435	4	1.2
10%	3	0.3	3	0.3	3	0.3	3	0.3	3	0.3	3	0.3
TOTALS:		4.15		3.65		3.3		3.9		3.3		3.3

NOTES:

August 2, 2019

SEI Design Group
187 Wolf Road, Suite 304
Albany, New York 12205



Attn: Mr. Russell Brady, RA
P: (518) 435-2467
E: rob@seidesigngroup.com

Re: Geotechnical Engineering Report
Vehicle Warehouse
Clarksville, New York
Terracon Project No. JB195182

Dear Mr. Brady:

We have completed the Geotechnical Engineering services for the above-referenced project. This study was performed in general accordance with Dente Group Proposal No. PJB195182 which was approved by your office on 7/15/19. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants-NY, Inc.

Edward C. Gravelle, P.E.
Senior Engineer

Fred A. Dente, P.E.
Principal



REPORT TOPICS

INTRODUCTION.....	1
SITE CONDITIONS.....	1
PROJECT DESCRIPTION.....	2
GEOTECHNICAL CHARACTERIZATION.....	2
GEOTECHNICAL OVERVIEW	3
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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report

Vehicle Warehouse

Albany County Sheriff Facility

Clarksville, New York

Terracon Project No. JB195182

August 2, 2019

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed Vehicle Warehouse Building to be located at Albany County Sheriff Facility in Clarksville, New York. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Pavement design and construction
- Foundation design and construction
- Floor slab design and construction
- Seismic site classification per NYSBC
- Frost considerations

The geotechnical engineering Scope of Services for this project included the advancement of eight test borings to depths ranging from approximately 2.4 to 5.1 feet below existing site grades, site reconnaissance by a Geotechnical Engineer, and preparation of this report.

Maps showing the site and test boring locations are shown in the **Site Location and Exploration Plans** section.

SITE CONDITIONS

The Albany County Sheriff's facility is located on the site of the former Clarksville Elementary School at 58 Verda Avenue in Clarksville, New York. The new building is planned in the northeast corner of this site, north of an existing parking lot and immediately west of Graceland Avenue, in an area occupied by open lawns. The ground surface is relatively level to gently sloping with surface elevations in the approximate range of 197 to 199 feet.

The USDA Soil Survey of Albany County has mapped the surficial soils at the site as the Farmington silt loam. These soils are typically composed of silt loam to a depth of between 19 and 23 inches where unweathered bedrock should be present. On the Geologic Map of New York State, bedrock at the site is identified as Onondaga Limestone – Schoharie Formation Shale and Limestone.

We completed previous investigations for additions to the former Clarksville Elementary School and found various depths of fill material over native soils composed of clayey silt with trace to little sand and gravel. Bedrock was encountered at depths of 3.6 and 7.1 feet in two test borings. The rock was composed of Limestone with shale partings.

PROJECT DESCRIPTION

It is our understanding that the project will entail the construction of a pre-engineered steel building measuring about 80 by 130 feet in plan dimensions. An entrance road from Graceland Avenue will adjoin the north side of the building and access a new parking lot planned at the rear of the building. A smaller parking lot is also planned in front of the building along Graceland Avenue. We assume the pavements will be subject primarily to automobile traffic with occasional trucks.

The new building will be a single story, slab-on-grade structure with the ground floor elevation to be selected in the future after topographic surveys of the area are completed. For the purposes of this report, we have assumed that the floor elevation may be about 199 to 200 feet to set the building near to the elevation of Graceland Avenue. This will require the placement of nil to three feet of fill to establish the site grades.

No building load information was provided to us. For the purposes of this evaluation it has been assumed that column loads will be less than 150 kips and wall load less than 2 kips per foot.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** and the GeoModel in the **Figures** sections of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel. Overall, these conditions were relatively similar to those expected based upon the USDA Albany County Soil Survey and our previous site explorations as discussed in the preceding section of this report.

Model Layer	Layer Name	General Description
1	Surficial Materials	Topsoil
2	Native Soils	Clayey Silt with varying amount sand and gravel
3	Bedrock	Shale or Limestone

The topsoil depths at the test locations were in the range of 2 to 6 inches. The underlying clayey silt layer extended to the surface of bedrock found at depths of 2.2 to 4.8 feet as tabulated below. The upper 12 to 24 inches of the clayey silt was of a soft consistency, and at greater depths the soils became medium stiff to very stiff consistency. The borings were ended when sample spoon and/or auger refusal was met at depths in the range of 2.4 to 5.1 feet. No coring was performed to determine the composition of the bedrock, however, based upon published geologic mapping the rock should be composed of limestone or shale.

Boring No.	Ground Surface El. (ft)	Bedrock Surface Depth (ft)	Bedrock Surface El. (ft)
B-1	199.2	2.2	197.0
B-2	198.6	3.0	195.6
B-3	198.4	4.8	193.6
B-4	198.3	3.0	195.3
B-5	198.0	3.5	194.5
B-6	197.4	3.0	194.4
B-7	197.7	4.7	193.0
B-8	197.2	3.0	194.2

Note: Elevations are referenced to the rim of a catch-basin southwest from the proposed building pad. A rim elevation equal to 195.24 feet was assumed based upon site plans provided to us.

Groundwater was present only in test boring B-1 where it appeared to be perched over the bedrock surface at a depth of 2.3 feet. No measurable groundwater or wet soil samples were found in the remaining test borings.

Fluctuations in groundwater level may occur because of seasonal variations in the amount of rainfall, runoff, and other factors that may differ from those present at the time the explorations were performed. Additionally, grade adjustments on and around the site, as well as surrounding drainage improvements, may affect the water table.

GEOTECHNICAL OVERVIEW

The site was found to be covered with about two to five feet of clayey silt overlying bedrock. Because nil to about three feet of fill may be placed to establish the ground floor elevation, conventional shallow spread foundations which are set at the standard frost depth may bear upon a combination of bedrock and native clayey silt soil up to a few feet thick. This condition should be acceptable provided that the foundations are designed for a soil bearing pressure, the bearing surfaces are prepared as recommended in the following report sections, and differential settlements up to about one-half inch between soil and rock bearing foundations can be tolerated.

It should be noted that the upper one or two feet of soil at this site may be very soft and unstable, particularly if wet weather conditions prevail prior to and/or during construction. Contingencies should be included in the project budgets for undercutting and replacement of soft subgrade soils. The

quantity of undercutting required can be reduced by planning for the site development during a seasonal dry period if this is possible. The soft subgrade conditions will also require a thicker than normal pavement section along with installation of edge drains and/or swales.

The following sections of this report provide more detailed recommendations to assist in planning for the geotechnical related aspects of the project. We should be provided with the opportunity to review plans and specifications prior to their release for bidding to confirm that our recommendations were properly understood and implemented, and to allow us to refine our recommendations, if warranted, based upon the final design. The **General Comments** section provides an understanding of the report limitations.

SEISMIC CONSIDERATIONS

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC).

Seismic Site Classification

Based on the soil properties encountered at the site and as described on the exploration logs and the results of shear wave velocity testing completed in similar subsurface profiles in the general project area, it is our professional opinion that the **Seismic Site Classification is B**. Subsurface explorations at this site were extended to a maximum depth of about 5 feet. The site properties below the boring depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area.

Liquefaction

Liquefaction of the soils should not occur in response to earthquake motions.

EARTHWORK

Earthwork is anticipated to include stripping of topsoil, proof-rolling and stabilization of the subgrade surfaces, and associated fill and backfill work. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for foundations, floor slabs and pavements.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the

information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

Site Preparation

If possible, site preparation should be planned during a seasonal dry period to reduce the adverse impacts of soft/wet subgrade conditions on the construction activities. The contractors should take precautions to maintain the subgrades in a relatively dry and firm condition. This may include sloping the subgrade surfaces to promote runoff away from the site, installation of interceptor trenches or drainage swales if necessary to divert surface runoff or perched groundwater away from the site, and restricting construction equipment from travelling directly over the subgrade soils when they are wet.

Site preparation should begin with clearing and stripping of the topsoil and surficial organic matter from the building pad and pavement areas. Prior to placing fills to raise site grades and/or after cuts are made to the plan subgrade elevations, the subgrades should be proof-rolled using a steel drum roller with a static weight of at least ten tons. The roller should operate in its non-vibratory mode, unless requested otherwise by the Geotechnical Engineer observing the work, and travel at a speed not exceeding three feet per second (two miles per hour). Soft areas identified by the proof-rolling should be investigated to determine the cause and stabilized accordingly.

It should be understood the subgrade soils were soft at the time of investigation and undercuts may be required and should be planned for to establish a more stable base for construction.

Fill Material Types

Imported Structural Fill should be used as fill and backfill within the proposed building pad and pavement areas. The imported fill should consist of bank-run sand and gravel which meets the limits of gradation given below. The imported materials should be free of recycled concrete, asphalt, bricks, glass, and pyritic shale rock.

IMPORTED STRUCTURAL FILL

Sieve Size	Percent Finer
3"	100
1/4"	30 to 75
No. 40	5 to 40
No. 200	0 to 10

The on-site soils are not suitable for reuse and should be wasted off-site or in landscape areas only.

Fill Compaction Requirements

Fills beneath the building pad and pavements should be placed in uniform loose layers no more than about one-foot thick where heavy vibratory compaction equipment is used. Smaller lifts should be used where hand operated equipment is required for compaction. Each lift should be compacted to no less than 95 percent of the maximum dry density for the soil which is established by the Modified Proctor Compaction Test, ASTM D1557. In landscape areas, the compaction may be reduced to 90 percent of maximum dry density.

Temporary Excavation Slopes

As a minimum, temporary excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, for an OSHA Type B soil, and in accordance with any applicable local, and/or state regulations. The contractor should be aware that slope height, slope inclination, and excavation depth should in no instance exceed OSHA regulations. Steeper temporary slopes may be allowable if excavations are made into the bedrock. The allowable slope in rock should be determined by the Geotechnical Engineer based upon the conditions exposed in the excavations. OSHA regulations are strictly enforced and if they are not followed, the owner, contractor, and/or earthwork and utility subcontractor could be liable and subject to substantial penalties.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of topsoil and unsuitable soils, proof-rolling, and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked, as necessary, until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the building areas. One density and water content test should be performed for every 50 linear feet of compacted utility trench backfill.

Foundation bearing grades and subgrades for floor slabs and pavements should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

It should be understood the actual subsurface conditions that exist will only be known when the site is excavated. The continuation of the Geotechnical Engineer into the construction phase of the project will allow for validation of the subsurface conditions assumed to exist for this study and the design recommended in this report, including assessing variations, providing recommendations and reviewing associated design changes.

SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the requirements noted previously in **Earthwork** and below under the **Foundation Construction Considerations**, the following design parameters may be assumed.

Design Parameters – Compressive Loads

Item	Description
Maximum Net Allowable Bearing Pressure ^{1, 2}	3,000 psf
Required Bearing Stratum ³	Either bedrock or base of crushed stone placed over undisturbed native soils.
Minimum Foundation Dimensions	Columns: 36 inches Continuous: 18 inches
Ultimate Coefficient of Sliding Friction ⁴	0.45 (crushed stone base on native soils) 0.70 (bedrock)
Minimum Embedment below Finished Grade ⁵	Exterior footings: 48 inches Interior footings in heated areas: 24 inches ⁶ Interior footings in unheated areas: 48 inches
Estimated Total Settlement from Structural Loads ²	Less than about one-half (1/2) inch for soil bearing Negligible for rock bearing
Estimated Differential Settlement ^{2, 7}	Less than about one-half (1/2) inch

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. An appropriate factor of safety has been applied.
2. Values provided are for maximum loads noted in **Project Description**. The settlements should occur relatively quickly as construction is completed and each load increment is applied.
3. The bearing grades should be prepared per the recommendations presented below in the **Foundation Construction Considerations**.
4. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Should be neglected for foundations subject to net uplift conditions.
5. Embedment necessary to minimize the effects of frost and/or seasonal water content variations.
6. The 24" embedment depth for interior footings does not apply to thickened slabs supporting interior walls. The embedment depth for interior foundations must also comply with local building code regulations.
7. Differential settlements between rock and soil bearing foundations.

Foundation Construction Considerations

The foundation bearing grades should consist either of bedrock which is cleaned of loose soil, mud and rock, or a minimum 12-inch thick base of crushed stone placed over the undisturbed native soils. In the latter case, the native soils should be trimmed to final grade using a backhoe equipped with a smooth-edged bucket. A stabilization fabric (Mirafi 500X or equivalent) should be placed on the subgrade after it is approved by the Geotechnical Engineer. The crushed stone

should be an ASTM C33 Blend 57 aggregate. The stone may be placed as a single lift and its surface thoroughly compacted using a mechanical tamper or reversible plate. The thickness of the crushed stone base may be modified by the Geotechnical Engineer based upon the conditions encountered at the time of construction.

All final bearing grades should be relatively firm, stable, and free of loose soil, mud, water and frost.

The Geotechnical Engineer should approve the condition of the foundation bearing grades immediately prior to placement of the reinforcing steel and concrete.

FLOOR SLABS

Floor Slab Design Parameters

The floor slabs should be constructed upon a minimum 12-inch thick subbase of imported Structural Fill and 6-inch thick base of crushed stone (ASTM C33 Blend 57 aggregate). A vapor retarder, Stego Wrap 15 mil Class A or equivalent, should be placed per ACI 302 and/or ACI 360 guidelines if a moisture sensitive coating or covering will be placed on the slabs. If no moisture sensitive coatings or coverings are planned, the vapor retarder may be deleted, and the base course changed to a crusher-run stone meeting the requirements for NYSDOT Item #304.12.

A vertical modulus of subgrade reaction equal to 150 pounds per cubic inch (pci) at the top of the stone base layer may be assumed for the slab design purposes.

Floor Slab Construction Considerations

Even with the base course and fabric recommended above, we caution that the subgrades may not support repeated heavy construction traffic or lulls without suffering rutting and weaving that may be especially severe during wet seasons. If the grades are to be repeatedly traversed by these types of equipment, they should be reinforced as necessary to support them. Areas which become disturbed should be excavated and stabilized accordingly.

The Geotechnical Engineer should approve the condition of the floor slab subgrades immediately prior to placement of the floor slab support course, reinforcing steel, and concrete. Attention should be paid to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

PAVEMENTS

General Pavement Comments

Pavement designs are provided for the site assuming the traffic will generally consist of automobiles with occasional delivery type trucks. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section must be applied to the site which has been prepared as recommended in the **Earthwork** section.

The pavement sections recommended below were developed before site grading plans were prepared. A modification of the pavement sections may be possible based upon our review of the grading plans when they are available.

Pavement Section Thicknesses

Assuming the pavements are subject primarily to automobile traffic with occasional light delivery trucks, we suggest the following flexible pavement sections for consideration. The Light Section may be used for automobile parking and Heavy Section for entrance lanes and area subject to repeated truck traffic.

Asphaltic Concrete Design			
Layer	NYSDOT Item Number ¹	Thickness (inches)	
		Light Duty	Heavy Duty
Asphaltic Concrete Top	#402.127303	1.0	1.5
Asphaltic Concrete Binder	#402.257903	2.0	2.5
Crusher-Run Stone Base	#304.12	12 ²	18 ²
Stabilization Fabric ³	N/A	Single Ply	Single Ply

1. All materials should meet the current New York State Department of Transportation (NYSDOT) Standard Specifications for Construction and Materials.
2. The thickness of the base course may be reduced to 6" for Light Duty and 12" for Heavy Duty sections where it is underlain by at least 12" of Imported Structural Fill.
3. Stabilization Fabric should be Mirafi 500X or approved equivalent.

Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. Trench drains and/or swales should be provided along the pavement edges.

Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic maintenance should be anticipated. Therefore, preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Maintenance consists of both localized maintenance (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing).

Temporary Construction Access Roadways

The recommended pavement sections are not designed to support heavy construction traffic which may require thicker sections. The contractor shall construct temporary haul and construction roadways and routes on site as appropriate for the specific weather conditions and equipment anticipated at the site.

Frost Considerations

It should be understood that sidewalks and pavements constructed upon the site's soils will heave as frost seasonally penetrates the subgrades. The magnitude of the seasonal heave will vary with many factors and result in differential movements. As the frost leaves the ground, the sidewalks and pavements will settle back, but not entirely in all areas, and this may accentuate the differential movements across the pavement areas. Where curbs, walks, and storm drains meet these pavements, these differential heave and settlements may result in undesirable movements and create trip hazards. To limit the magnitude of heave and the creation of these uneven joints to generally tolerable magnitudes for most winters, a 16-inch thick crushed stone base course, composed of Blend 57 aggregate, may be placed beneath the sensitive sidewalk, drive, etc. areas. The stone layer must have an underdrain placed within it.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements and design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

FIGURES

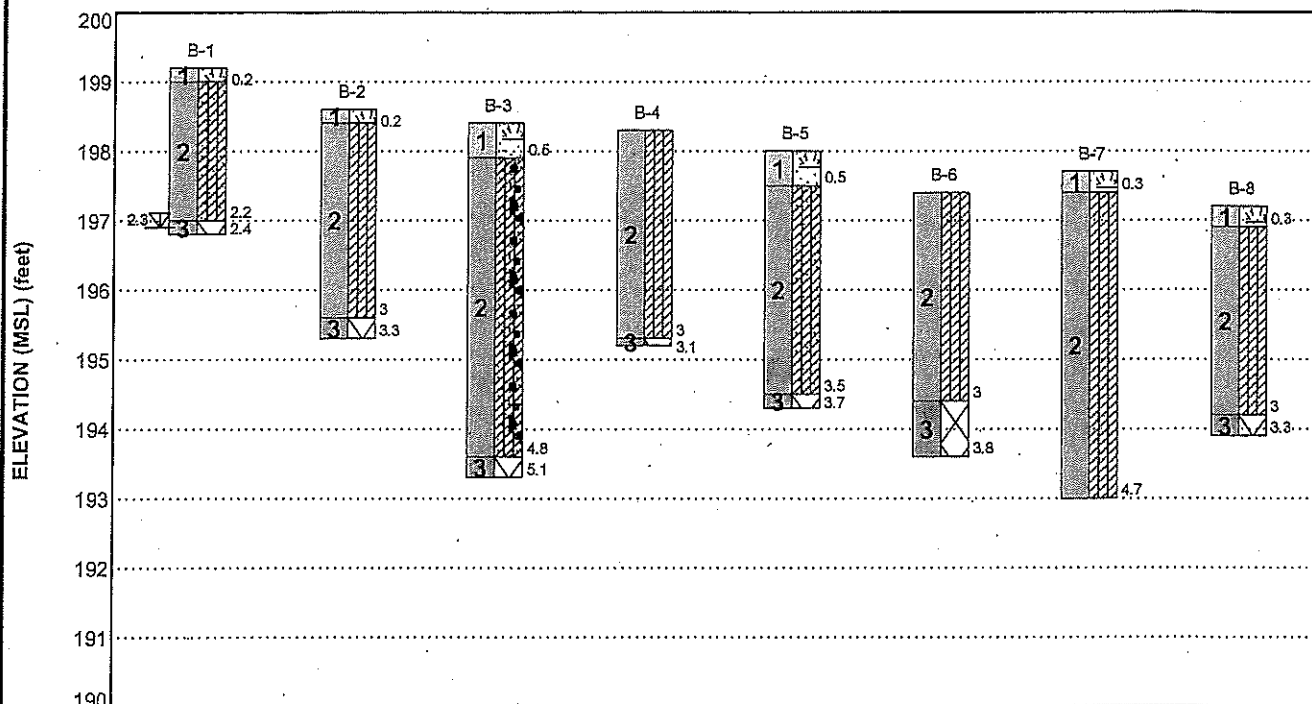
Contents:

GeoModel

GEOMODEL

Vehicle Warehouse ■ Clarksville, New York
Terracon Project No. JB195182

Terracon
GeoReport



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Surficial Materials	Topsoil
2	Native Soils	Clayey Silt with varying amount sand and gravel
3	Bedrock	Shale or Limestone

LEGEND

- Topsoil
- Silty Clay
- Sandy Silty Clay
- Sandy Silty Clay with Gravel
- Weathered Rock

Second Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

Number of Borings	Boring Depth (feet)	Location
8	2.4 to 5.1	Building Pad

Boring Layout and Elevations: The test boring locations were established by Terracon relative to existing site features. Approximate ground surface elevations were obtained by Terracon using standard differential leveling techniques, referenced to a benchmark elevation 195.24 feet for the rim of a catch-basin in the lawn area southwest from the proposed building pad.

Test Boring Subsurface Exploration Procedures: The test borings were made using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced, the soils were sampled on a nearly continuous basis in accordance with the Standard Method for Penetration Test and Split-Barrel Sampling of Soils, ASTM D1586. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30-inches. The number of blows required to advance the sampling spoon the middle 12-inches of a normal 24-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The borings were ended when sampling spoon and/or auger refusal was encountered. Upon completion of drilling the boreholes were backfilled with auger cuttings.

Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs.

The soil samples were placed in appropriate containers and taken to our soil laboratory for classification by a Geotechnical Engineer. Final boring logs were prepared, and they represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and of the samples in our laboratory.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

Vehicle Warehouse ■ Clarksville, New York
August 2, 2019 ■ Terracon Project No. JB195182

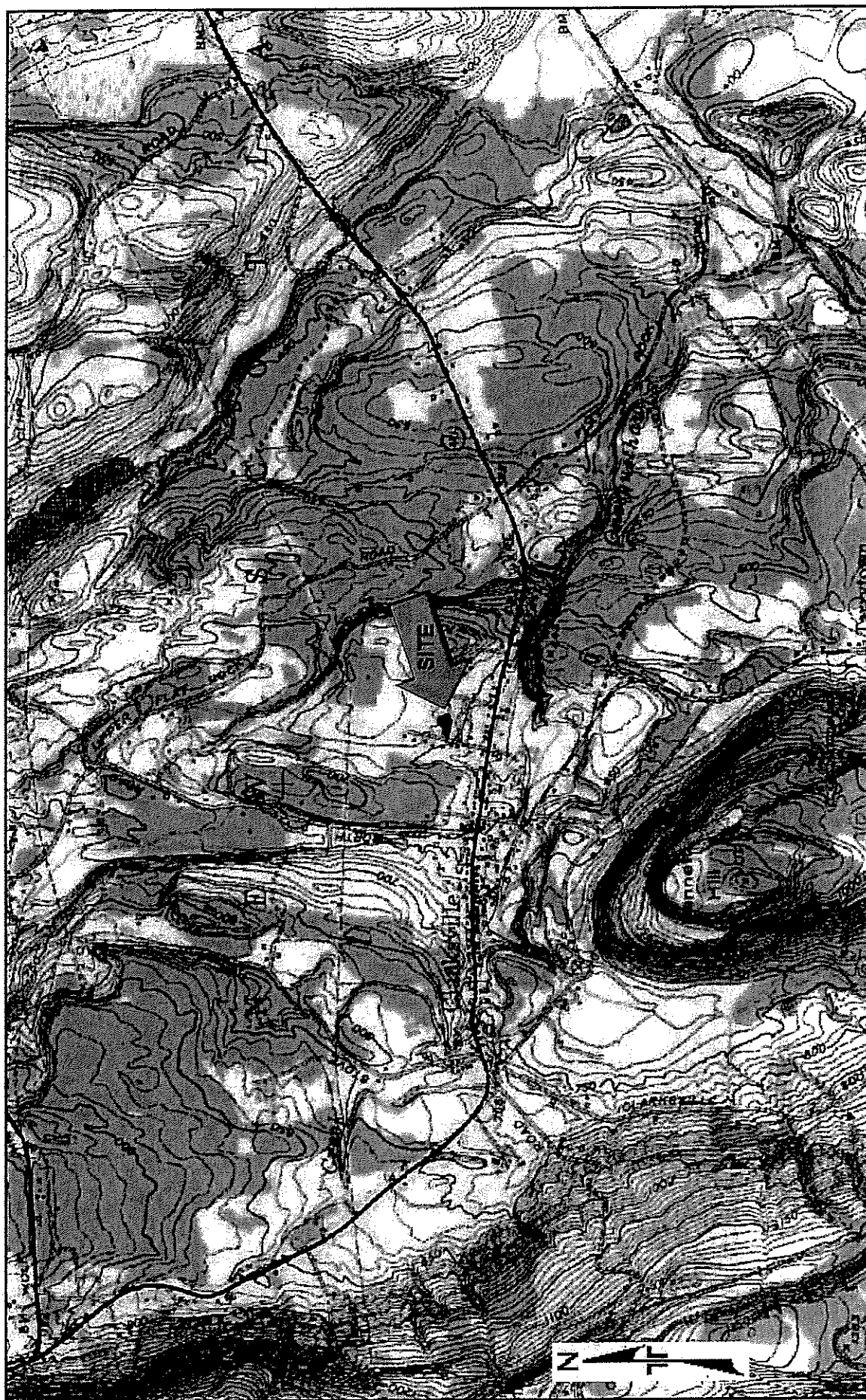


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: CLARKSVILLE, NY (1711880).

EXPLORATION PLAN

Vehicle Warehouse ■ Clarksville, New York
August 2, 2019 ■ Terracon Project No. JB195182

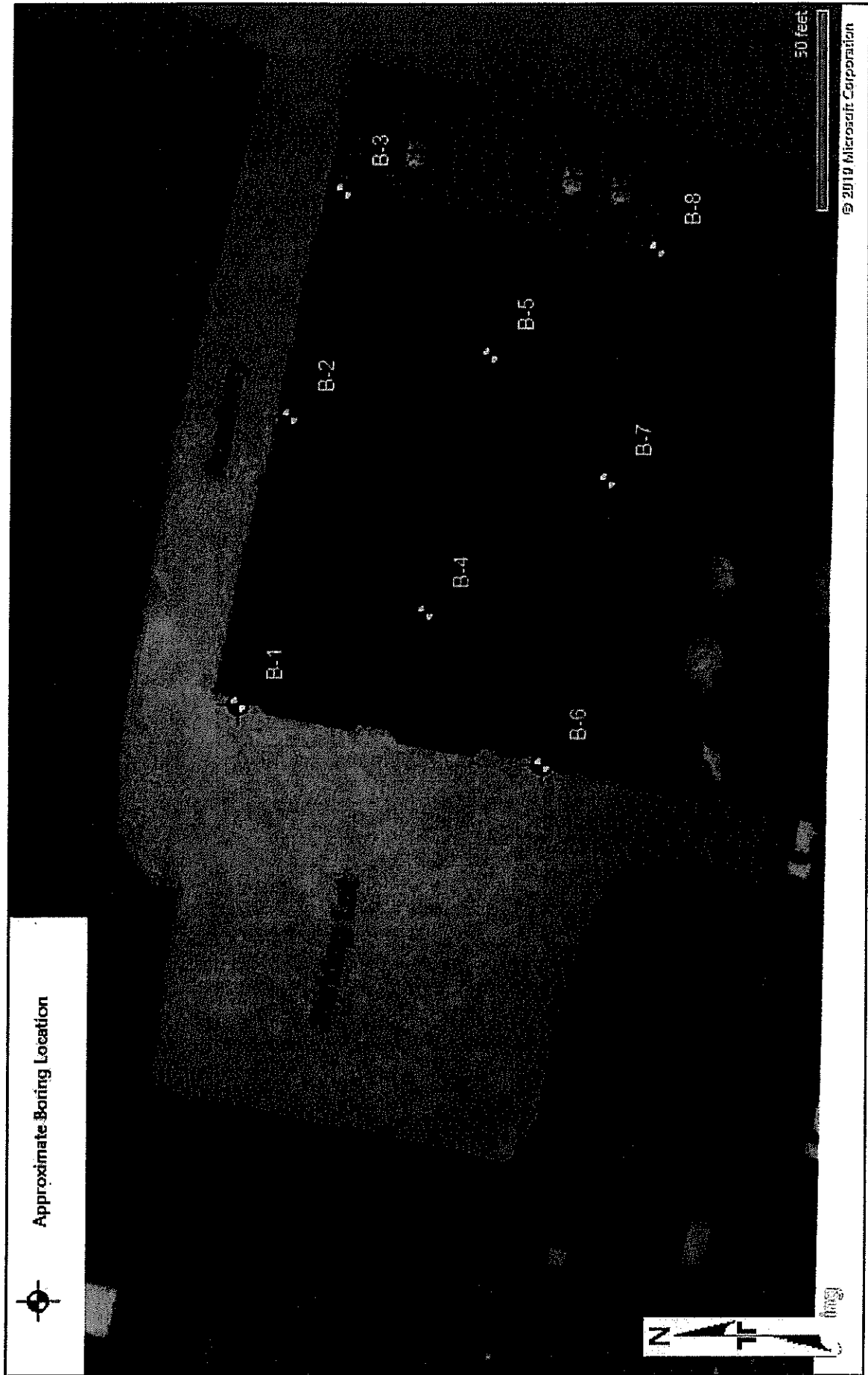


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

BASED ON AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS AND
THE PROVIDED SITE DEVELOPMENT PLAN.

EXPLORATION RESULTS

Contents:

Boring Logs (B-1 through B-8) (8 pages)

Note: All attachments are one page unless noted above.

BORING LOG NO. B-1

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5773° Longitude: -73.9539°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
		DEPTH					
1		0.2' TOPSOIL					
2		CLAYEY SANDY SILT (CL-ML), trace gravel, mottled, brown to gray, moist to wet, medium-stiff				22	1-2-3-4 N=5
3		2.2'					
4		2.4' SHALE FRAGMENTS, gray, very dense				4	50/4"
		Sampler Refusal on Bedrock at 2.4 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

2.3 feet after boring completion

Terracon

594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisel

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIFF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/18

BORING LOG NO. B-2

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5772° Longitude: -73.9536°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
		DEPTH					
1		0.2' TOPSOIL					
2		CLAYEY SILT (CL-ML), trace sand and gravel, mottled, brown to gray, moist, soft				12	2-2-2-3 N=4
3		3.0' SHALE FRAGMENTS, gray, very dense				16	3-4-50/3"
4		3.3' Sampler Refusal on Bedrock at 3.3 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisel

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

BORING LOG NO. B-3

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5772° Longitude: -73.9534°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
1	0.5	TOPSOIL					
2		CLAYEY SILT WITH SAND AND GRAVEL (CL-ML), mottled, brown to gray, moist, soft to very stiff				19	WH-1-2-4 N=3
3						19	3-10-10-12 N=20
4	4.8	SHALE FRAGMENTS, gray, very dense	5			1	50/1"
	5.1	Sampler Refusal on Bedrock at 5.1 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

WH = Weight of Hammer

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon

594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisele

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GED SMART LOG-NO WELL JB195182 ALBANY CO. SHERIF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

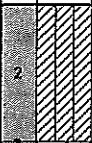
BORING LOG NO. B-4

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5772° Longitude: -73.9538°	DEPTH (ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
		DEPTH					
2		CLAYEY SILT (CL-ML), trace sand and gravel, mottled, brown to gray, moist, soft				22	WH/12"-2-3 N=2
		3.0				13	3-6-50/1"
		3.1 SHALE FRAGMENTS, gray, very dense Sampler Refusal on Bedrock at 3.1 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:
WH = Weight of Hammer

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisele

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIFF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

BORING LOG NO. B-5

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5771° Longitude: -73.9536°	DEPTH (ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
1	0.5	<u>TOPSOIL</u>					
2		<u>CLAYEY SANDY SILT (CL-ML)</u> , trace gravel, brown, moist, medium-stiff				8	WH-2-4-6 N=6
3	3.5	<u>SHALE FRAGMENTS</u> , gray, very dense				6	5-5-18-50/2" N=23
4	3.7	<u>Sampler Refusal on Bedrock at 3.7 Feet</u>					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

WH = Weight of Hammer

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon

594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loiselle

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

BORING LOG NO. B-6

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.5771° Longitude: -73.9539°	DEPTH (ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
2		CLAYEY SILT (CL-ML), brown, moist, soft				10	1-2-2-4 N=4
3		SHALE FRAGMENTS, gray, very dense				5	1-4-50/4"
		Auger and Sampler Refusal on Bedrock at 3.8 Feet				0	50/0"

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisselle

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIFF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

BORING LOG NO. B-7

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.577° Longitude: -73.9537°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
		DEPTH					
		0.3 TOPSOIL					
		CLAYEY SILT (CL-ML), trace sand and gravel, mottled, brown to brown, moist, soft to very stiff				19	1-2-2-4 N=4
						20	3-6-17-9 N=23
		4.7				0	50/0"
		No sample recovery at 4.7 feet Auger and Sampler Refusal on Bedrock at 4.7 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon

594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loisel

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL .JB195182 ALBANY CO. SHERIF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

BORING LOG NO. B-8

Page 1 of 1

PROJECT: Vehicle Warehouse

CLIENT: SEI Design Group
Albany, New York

SITE: 58 Verda Avenue
Clarksville, New York

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.577° Longitude: -73.9535°	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS
1		DEPTH					
2		0.3 TOPSOIL					
3		CLAYEY SILT (CL-ML), trace sand and gravel, mottled, brown to gray, moist, soft				14	WH/12"-2-3 N=2
4		3.0				14	5-6-50/3"
5		3.3 SHALE FRAGMENTS, gray, very dense Sampler Refusal on Bedrock at 3.3 Feet					

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
3 1/4" ID HSA

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).

Notes:
WH = Weight of Hammer

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Supporting Information for explanation of symbols and abbreviations.

WATER LEVEL OBSERVATIONS

No free water observed

Terracon
594 Broadway
Watervliet, NY

Boring Started: 07-25-2019

Boring Completed: 07-25-2019

Drill Rig: CME 45

Driller: S. Loiselte

Project No.: JB195182

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL JB195182 ALBANY CO. SHERIF.GPJ TERRACON_DATATEMPLATE.GDT 8/2/19

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Vehicle Warehouse ■ Clarksville, New York

Terracon Project No. JB195182

Terracon
GeoReport

SAMPLING	WATER LEVEL	FIELD TESTS
 Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	(N) Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer (UC) Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION
Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.
LOCATION AND ELEVATION NOTES
Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS				
RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve) Consistency determined by laboratory shear strength testing, field visual/manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength q_u (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL		RELATIVE PROPORTIONS OF FINES	
Descriptive Term(s) of other constituents	Percent of Dry Weight	Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<15	Trace	<5
With	15-29	With	5-12
Modifier	>30	Modifier	>12
GRAIN SIZE TERMINOLOGY		PLASTICITY DESCRIPTION	
Major Component of Sample	Particle Size	Term	Plasticity Index
Boulders	Over 12 in. (300 mm)	Non-plastic	0
Cobbles	12 in. to 3 in. (300mm to 75mm)	Low	1 - 10
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)	Medium	11 - 30
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	High	> 30
Silt or Clay	Passing #200 sieve (0.075mm)		

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification	
				Group Symbol	Group Name ^B
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line	CL	Lean clay ^{K, L, M}
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}
		Organic:	Liquid limit - oven dried	< 0.75	Organic clay ^{K, L, M, N}
			Liquid limit - not dried		Organic silt ^{K, L, M, O}
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}
			PI plots below "A" line	MH	Elastic Silt ^{K, L, M}
		Organic:	Liquid limit - oven dried	< 0.75	Organic clay ^{K, L, M, P}
			Liquid limit - not dried		Organic silt ^{K, L, M, Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

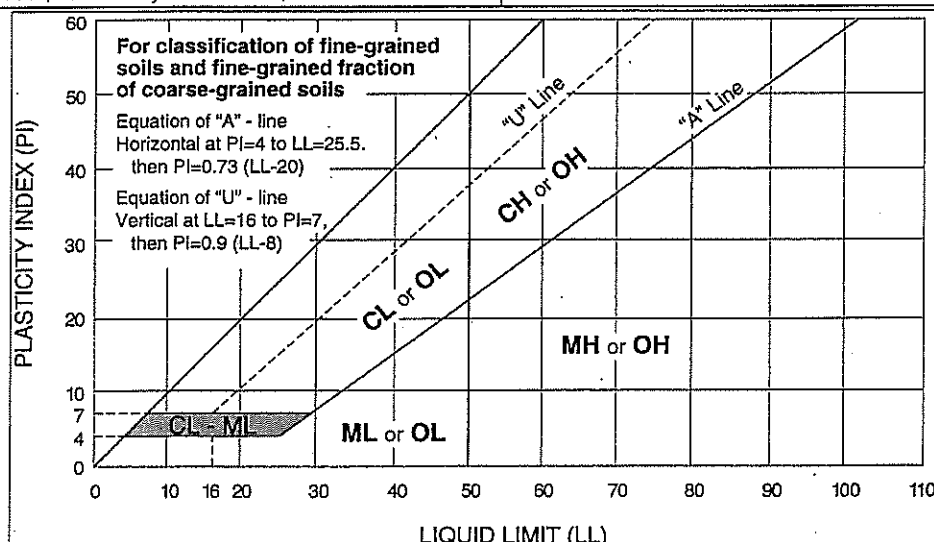
^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.


COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DESIGN OF THE NEW ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS**

RFP Number: 2020-098

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the

Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: NEW YORK STATE LICENSED ARCHITECT/ENGINEER TO PROVIDE CONSULTING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DESIGN OF THE NEW ALBANY COUNTY SHERIFF'S E-911 EMERGENCY MANAGEMENT FACILITY AT THEIR CLARKSVILLE PUBLIC SAFETY CAMPUS

RFP Number: 2020-098

New E-911 Emergency Management Facility Project

- | | |
|---|----------|
| a. Design Development Phase | \$ _____ |
| b. Construction Document Phase | \$ _____ |
| c. Bidding and Contract Negotiation phase | \$ _____ |
| d. Contract Administration Phase | \$ _____ |

NOT TO EXCEED TOTAL LUMP SUM FEE (a+b+c+d)

\$ _____

(All reimbursable expenses must be included in total lump sum fee)

e. Alternate Fee – Construction Management Phase \$ _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

**Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A --
General Contracts)**

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date



architects + engineers

3 Lear Jet Lane, Ste 205
Latham, NY 12110 | tel 518.765.5105



September 11, 2020

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207

Request for Proposal – RFP 2020-098, Albany County Sheriff E-911 Emergency Management Facility

Dear Selection Committee,

Thank you for asking **H2M architects + engineers** to submit our proposal for this important new facility. We attended the walk-through at the site and have acknowledged receipt of the Addenda. **Why should the County, Sheriff's Department and end users trust its project to H2M?**

- o **Specific Local Expertise for your needs:** H2M is a nationally recognized leader in 911 and EOC design. We have successfully completed other PSAP, EOC and Emergency Management facilities, including the recently opened, state-of-the-art, NFPA 1221 designed Saratoga County Public Safety Facility. Additionally, we are currently designing two other public safety facilities with these same components.
- o **Team Dynamics:** H2M has assembled the same team of professionals that just completed the Saratoga County Public Safety Facility (SCPSF). We propose to work with **Chazen Companies** for Civil Engineering, landscaping, survey, SEQRA and other site related tasks: **Spring Line Design** (NYS-WBE) Structural Engineering: **Ken A. Hipsky P.E.** and **RZ Design** Mechanical, Electrical Plumbing (MEP). Fire Protection Engineering, security and data/communications: **Daniel Loucks, P.E.** Geotechnical Engineer: **Fusion Systems Engineering**, Commissioning Agent. As an addition to our team, we propose to include **DACK Consulting Solutions, Inc.** (MBE/WBE) for Cost Estimating. The professionals on our team have completed numerous projects together. Our collaboration is based on mutual respect and a proven ability to work side-by-side focusing on our Client's best interests.
- o **CM Services:** Should the County elect to have H2M work directly with a firm for enhanced construction administration, we propose to utilize **AKW Consulting Inc.** AKW worked for H2M and performed on-site coordination of the Owner's vendors, five prime contractors, handled daily construction observation and assisted in punch out and closeout services for SCPSF.
- o **Communication:** We steadfastly believe in our Team's ability to listen, garner feedback and respond positively to the County and Sheriff's Department concerns on the layouts, budgets, regulatory requirements, resiliency, flexibility for growth and state-of-the-art equipment.
- o **Expertise:** David J. Pacheco, VP and senior designer, was appointed to the ASTM Homeland Security Committee-Emergency Operations Center (EOC) Standards Committee. Mr. Ross is a member of the NFPA Technical Committee for Responder Occupational Health charged with creating the new Standard 1585 which will incorporate all other NFPA health and safety guidelines. Both will bring their knowledge and critical thinking to the benefit of the County and facility.



Proposal for

New York State Licensed
Architect/Engineer to Provide
Consulting, Design, and
Construction Administration
Services for the Design of
the New Albany County
Sheriff's E-911 Emergency
Management Facility at their
Clarksville Public Safety
Campus | RFP No. 2020-098



09.11.2020

Contact

Dennis A. Ross, AIA
Market Director of Emergency
Services | Vice President

H2M architects + engineers
3 Lear Jet Lane, Suite 205
Latham, NY 12110



518.765.5105 ext. 2030



518.765.5107



dross@h2m.com

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Resumes.....2

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▶ Plan Implementation.....49

→ SECTION V

▶ Cost Proposal

→ SECTION VI

▶ Mandatory Documentation

TAB 2



Here at H2M, we value people.



H2M was organized in 1933 and founded on the principles of professional excellence, hard work, and integrity.

Practical Approach. Creative Results.

H2M is a multi-disciplined professional consulting and design firm, proud of our long history of client service and consistent ability to meet tough architectural, engineering, and environmental challenges head-on. Since 1933, H2M has helped plan, design, and build many of our local communities: from firehouses to water treatment facilities, schools to road reconstruction, and Environmental Site Assessments (ESAs) to groundwater remediation. Since our early roots, our focus has remained steadfast: to provide quality service with sound judgment and serve our clients as an honest and professional resource. We offer a practical approach with creative results.

Our Staff

H2M prides itself on the breadth of its comprehensive in-house service capabilities. With a diverse staff of over 470 architects, engineers, surveyors, scientists, planners, landscape architects, and technical support specialists, we offer our clients the benefit of a full "under one roof" consulting network.



66
Registered
Architects



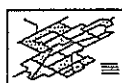
92
Professional
Engineers



36
LEED
Accredited
Professionals



02
Registered
Landscape
Architects



06
Professional
Planners



14
LEED
Green
Associates



08
Professional
Geologists



02
Professional
Land Surveyors



05
Licensed Site
Remediation
Professionals

Operating Philosophy

The operating philosophy at H2M is based on the following core values:

Respect

We respect each other's ideas and contributions and are committed to open, honest communication.

Dedication

We are responsive to our clients' needs and go above and beyond to get the job done.

Integrity

We are honest and ethical in our business practices and build trust with our clients and staff.

Teamwork

We cooperate, collaborate and work together as part of a team.

Community

We are committed to the health of our local communities and our legacy.

Creativity

We believe in the importance of innovation and seek new, creative, and sustainable project solutions.

Practicality

We are dedicated to providing efficient, cost-effective solutions to our clients' problems.

Opportunity

Our success begins with our people. We value organic growth, empowering our employees, and fostering their development.

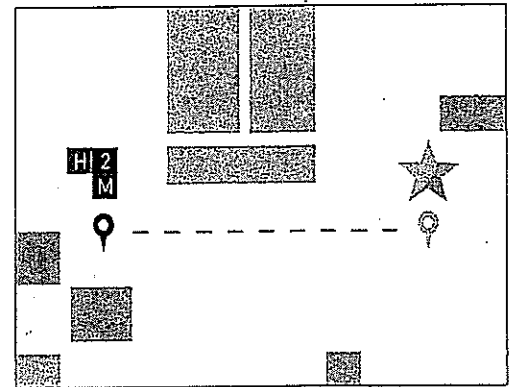
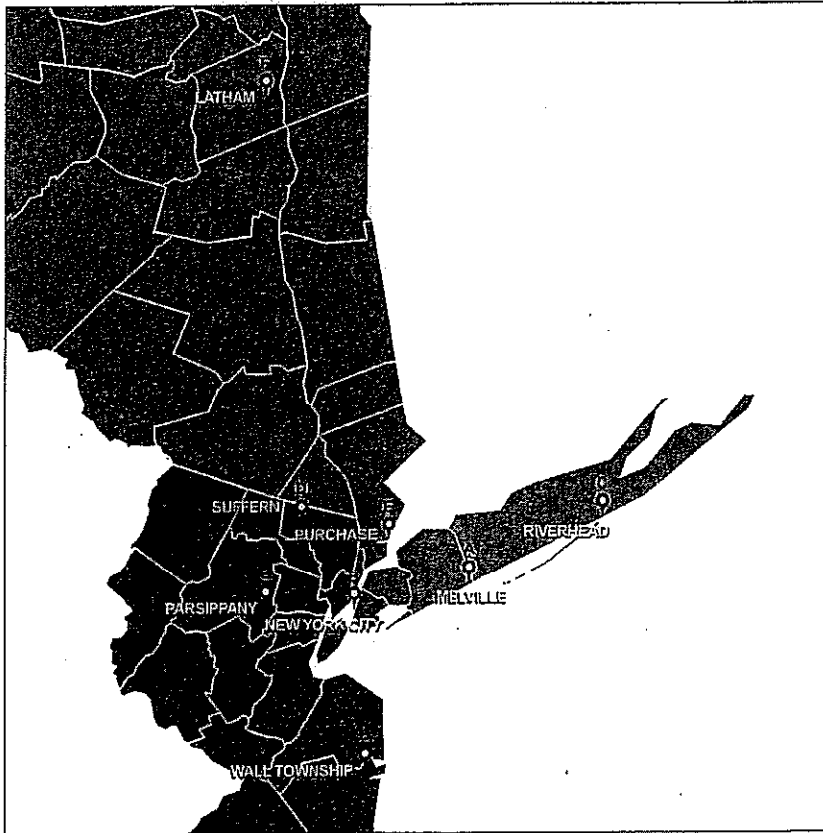


Distance from our
Latham, NY, office
to the Clarksville Public
Safety Campus:

20
miles

Office Locations

H2M serves the municipalities, public agencies, private utilities, and industries of the New York/New Jersey Metro Region, with eight office locations.



- A 538 Broad Hollow Road, 4th Floor East
Melville, NY 11747
- B 132 West 31st St, Suite 604,
New York, NY 10001
- C 737 Roanoke Avenue,
Riverhead, NY 11701
- D 2 Executive Boulevard, Suite 401,
Suffern, NY 10901
- E 2700 Westchester Avenue, Suite 415,
Purchase, NY 10577
- F 3 Lear Jet Lane, Suite 205,
Latham, NY 12110
- G 119 Cherry Hill Road, Suite 110,
Parsippany, NJ 07054
- H 4810 Belmar Boulevard
Wall Township, NJ 07753

"H2M" refers to H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. and/or its subsidiary H2M Associates, Inc., and/or its affiliate H2M Architects & Engineers, Inc. and Pacheco Ross Architects, a division of H2M architects + engineers, as appropriate to the context. Pacheco Ross Architects was acquired by H2M in 2016, and specializes in the design of emergency response facilities. Each company's professional resources are available to the others to the maximum extent permitted by applicable state laws. H2M will not practice, and should not be interpreted to be offering to practice, any professional service for which it and its cognizant employees are not properly licensed.

H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (dba: H2M architects + engineers) is a NYS Design Professional Corporation. It maintains New York Certificates of Authorization to provide professional architecture, engineering, land surveying, and landscape architecture services.

H2M Associates, Inc. is a New Jersey business corporation. It is a wholly owned subsidiary of the parent company. It maintains New Jersey Certificates of Authorization to provide professional engineering, land surveying, and landscape architecture services.

H2M Architects & Engineers, Inc. is a New Jersey business corporation. It is an affiliate of the parent company, being under the ownership and control of a group of appropriately licensed officers of the parent company. It maintains New Jersey Certificates of Authorization to provide architecture and professional engineering services. It is also appropriately structured to maintain certificates of authority to provide architecture and professional engineering services in Connecticut, Massachusetts, and Pennsylvania.



► Firm Profile & Experience

Emergency Services Clients

Albertson H. & L.E. & H. Co.1, Inc.
Atlantic Beach Fire District
Baldwin Fire District
Bayport Fire District
Bay Shore Fire District
Bellmore Fire District
Bellmore-Merrick Volunteer Ambulance Company
Bethpage Fire District
Bohemia Fire District
Brentwood Fire District
Brentwood Legion Ambulance Service
Brookhaven Fire District
Cardinal Joint Fire District, OH
Center Moriches Fire District
Centereach Fire District
Central Islip Fire District
City of Greenfield, MA
City of Lethbridge, AB
City of Lincoln, NE
City of New Rochelle Fire Department
City of New York (FDNY)
City of Norwalk, CT
City of Poughkeepsie
City of Pueblo, CO
City of Jersey City Fire Department, NJ
City of Schenectady
City of Stamford Fire Rescue, CT
Cold Spring Harbor Fire District
Colmar Fire Company, PA
County of Fairfax, VA
County of Saratoga
Copiague Fire District
Cortez Fire Protection District, CO
East Islip Fire District
East Meadow Fire District
East Northport Fire District
Elmont Fire District
Exchange Ambulance of the Islips
Fair Harbor Fire District
Floral Park Fire Department
Fort Washington Fire Company, PA
Franklin Square & Munson Fire District
Garden City Park Fire District
Glenwood Fire Company
Great Barrington Fire Department, MA
Greenlawn Fire District
Guilderland Fire District
Hagerman Fire District
Hampton Bays Fire District
Hauppauge Fire District
Hicksville Fire District
Horsham Township Battalions 1 & 2, PA
Huntington Community First Aid Squad

Huntington Fire District
Huntington Manor Fire District
Islip Fire District
Jericho Fire District
Keene Fire District
Kings Park Fire District
Kingston Fire Department, PA
Lehigh Fire Department, PA
Levittown Fire District
Manhasset-Lakeville Fire District
Manorville Community Ambulance
Manorville Fire District
Massapequa Fire District
Mastic Beach Ambulance Company
Mastic Fire District
Mastic Volunteer Ambulance
Meadowmere Fire District
Melville Fire District
Metuchen Fire Department, NJ
Middle Island Fire District
Mill Creek Fire Company, DE
Millstone Township Fire Company, NJ
Moon Township, PA
Mount Sinai Fire District
Municipality of Bethel Park, PA
New Hyde Park Fire District
New York Air National Guard
Niskayuna Fire District #1
North Amityville Fire Company
North Massapequa Fire District
North Merrick Fire District
North Sea Fire District
Oceanside Fire District
Village of Ocean Beach Fire Department
Perth Amboy Fire Department, NJ
Plainview Volunteer Fire Department
Princeton First Aid & Rescue Squad, NJ
Ridge Fire District
Riverhead Volunteer Ambulance Corp.
Riverhead Fire District
River Oaks Fire & Rescue Squad, VA
Roosevelt Fire District
Roslyn Highlands Hook & Ladder, Engine & Nose Fire Company
Roslyn Rescue Fire Company
Saltire Fire Department
Seaford Fire District
Setauket Fire Department
Silver Lake Fire District
Sound Beach Fire District
South Farmingdale Fire District
Somerville Fire Department, NJ
Suffolk County Department of Public Works
Suffolk County Sheriff's Department
Stony Brook Fire District

Thompsonville Fire District #2, CT
Ticonderoga Fire District #1 & Town of
Ticonderoga Police
Town of Brookhaven
Town of Lexington, MA
Town of Natick, MA
Town of Riverhead
Town of Wilbraham, MA
Uniondale Fire District
Village of Bellerose
Village of Colonie
Village of Farmingdale
Village of Fayetteville
Village of Mamaroneck
Village of Manlius
Village of Rockville Centre
Village of Sea Cliff
Village of Valley Stream
Village of Waterford
Walden Fire District
Westbury Fire District
Westhampton Beach Fire District
Woodmere Fire District
William P. Faist Ambulance Corps.

Bold Clients - Within 50 miles of Albany County

Combination Facilities



Saratoga County, NY – Public Safety Facility

A new 64,000 sq. ft. critical essential service facility combining County Emergency Services, EOC, 911 Call Center, Sheriff, Public Health, and Probation Departments under one roof for efficiencies in space, coordination, communication, emergency power, community training and outreach.

Lethbridge, AB Canada – Fire Headquarters

A new four story 35,500 sq. ft. fire headquarters housing city-wide IT center, regional EOC and PSAP. This NFPA 1221 compliant PSAP with three levels of security covers a large, diverse geographic area. PSAP is self-contained including training pods, main floor, kitchen, restrooms, quiet room and balcony. EOC includes main response floor, tactical breakout, conference space, press briefing and support spaces. PRA was the design architect with Ferrari, Westwood, Babits, Architects in Lethbridge as the local architect of record. PRA programmed, designed, coordinated specialty equipment, security, furniture, systems and assisted in planning the live cut-over.

Town of Charlton, MA – Public Safety Facility

New Municipal 38,000 sq. ft., \$25 million Public Safety Facility for Fire and Police, Emergency Management, PSAP and EOC. Construction/design documents will be completed fall of 2020

City of Norwalk, CT – Fire Headquarters

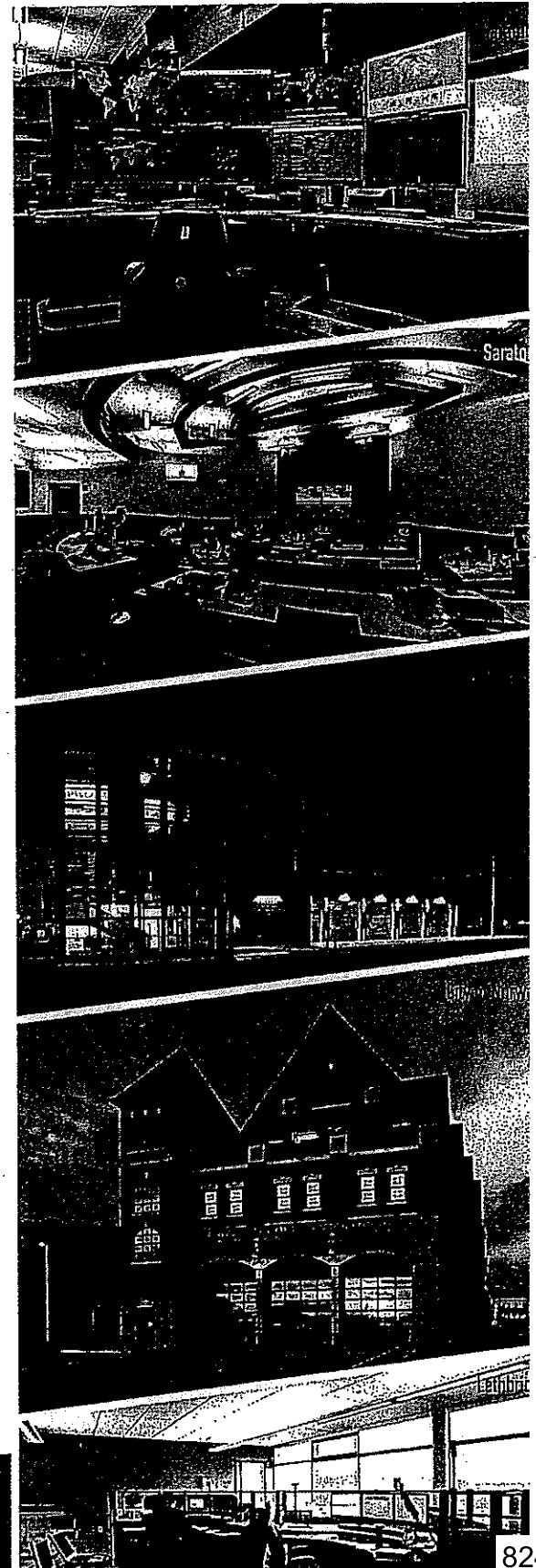
A new three story 35,000 sq. ft. facility housing a regional EOC that interacts directly with Hartford, CT and NYC emergency coverage. EOC includes main response floor, tactical breakout space, press briefing room and classroom. FM-200 city-wide IT center, emergency management department, fire department, fire administration, extensive training requirements and fire marshal offices.

Town of Auburn, MA – Public Safety Facility

New Municipal 45,000 sq. ft., \$27.5 million, Safety Facility for Fire, Police and EOC. Programming, multiple site test fits, conceptual design.

City of Mount Vernon, NY

A Federal grant funded EOC. Adaptive retrofit of portions of an existing fire station into a state-of-the-art shelter in place EOC facility. A 5,000 sq. ft. building including a main response floor, tactical breakout rooms, conference space, offices, press briefing room/classroom, IT room radio communications room and support spaces. Utilized ASTM EOC Development standards written in part by David J. Pacheco.



Awards + Honors



Gold Medal

- 2019 Station Design Award, Firehouse Magazine: Setauket Fire District
- 2015 Station Design Award, Firehouse Magazine: City of Norwalk Fire HQ. LEED Gold
- 2013 Station Design Award, Fire Chief Magazine: Fort Washington Fire Company
- 2012 Station Design Award, Fire Chief Magazine: Niskayuna Fire District #1
- 2012 Station Design Award, Fire Chief Magazine: City of Lethbridge Fire HQ

Silver Medal

- 2016 Station Design Award: Mill Creek Fire Company Station #21
- 2011 Station Design Award, Fire Chief Magazine: Fayetteville Fire Department, LEED

Bronze Medal

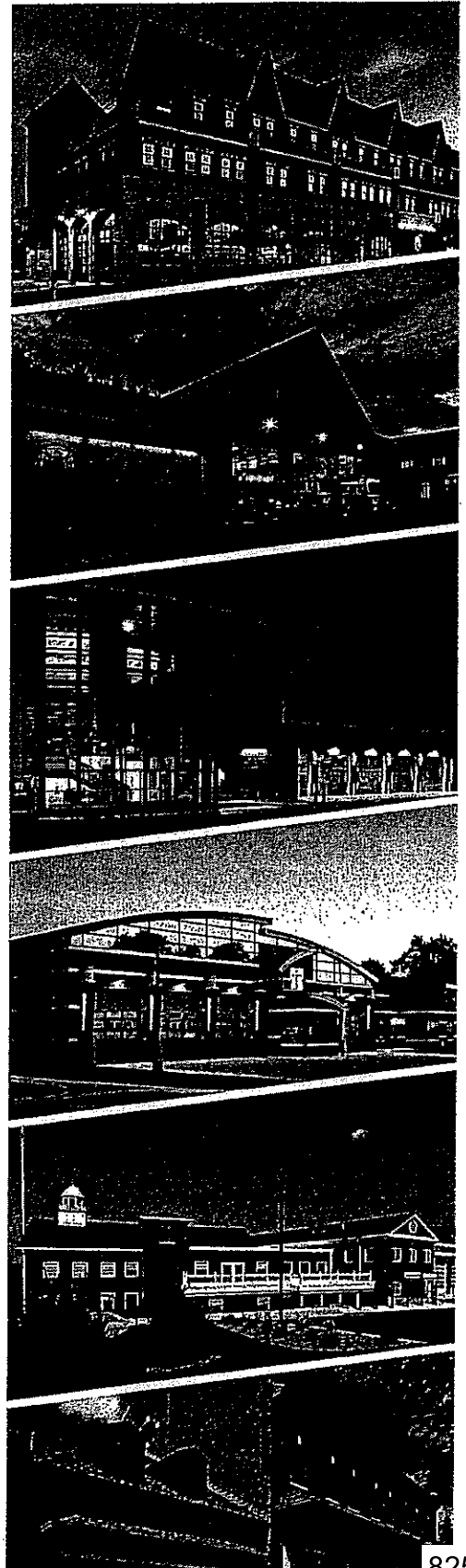
- 2017 Station Design Award, Firehouse Magazine: Guilderland Fire District
- 2013 Station Design Award, Chief Magazine: Silver Lake District
- 2010 Station Design Award, Chief Magazine: Great Barrington Fire Station
- 2007 Station Design Award, Chief Magazine: City of Poughkeepsie Public Safety Facility
- 2006 Station Design Award, Chief Magazine: Stillwater Fire District

Honor and Merit Awards

- 2019 FIREHOUSE Notable Design: Cortez Fire Protection District
- 2018 FIREHOUSE Notable Design: Bethel Park Volunteer Fire Company
- 2016 F.I.E.R.O. Honor Award, Design Excellence & People's Choice: Norwalk Fire HQ
- 2015 CT Green Building and LEED-Gold: City of Norwalk Fire HQ
- 2014 Build CT Honor Award: New Construction – City of Norwalk Fire HQ
- 2012 F.I.E.R.O. Merit Award, Design Excellence: Village of Fayetteville
- 2011 ACI Excellence in Masonry Design and Installation: Fayetteville Fire Station
- 2010 Notable Design: River Oaks Fire and Rescue Station #23
- 2009 Notable Design: Orangeburg Fire District
- 2009 Town of DeWitt/East Syracuse FD
- 2008 Notable Design: Kent Island Volunteer Fire Department
- 2008 Notable Design: North Amityville Fire Department
- 2007 Notable Design: Horsham Battalion #2
- 2007 ACI Excellence in Masonry Design and Installation: Fayetteville Fire Station
- Service and Professionalism: Recognized by Mill Creek Fire Company Station #21

Architect of Record: Mitchell-Ross Associates Architects, P.C.

- 2006 City of Hudson Fire Station – Gold Medal
- 2005 North Castle Fire District #2, Fire Station – Gold Medal
- 2003 Cayuga Heights Fire Department – Gold Medal
- 2002 Verdoy Volunteer Fire Department – Silver Medal
- 2008 Notable Design: North Amityville Fire Company
- 2007 Notable Design: Chestertown Volunteer Fire District
- 2005 Notable Design: Horsham Battalion #1
- 2004 Notable Design: Herman Volunteer Fire Department



RESOLUTION NO. 423

AUTHORIZING AN AGREEMENT WITH H2M ARCHITECTS & ENGINEERS FOR THE CLARKSVILLE 911-EOC PROJECT

Introduced: 11/9/20

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with H2M Architects & Engineers regarding construction management services for the Clarksville 911-EOC project located in Clarksville, New York in an amount not to exceed \$813,250, and

WHEREAS, The Albany County Purchasing Department issued a Request for Proposals (RFP) for Construction Management Services for the Construction of the Clarksville 911-EOC project in Clarksville, New York, and

WHEREAS, Eleven proposals were received in response to the RFP and H2M Architects & Engineers was considered the most qualified to provide the services and meets or exceeds all criteria as set forth in the RFP, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with H2M Architects & Engineers, Latham, NY 12110 regarding construction management services for the Clarksville 911-EOC project located in Clarksville, New York in an amount not to exceed \$813,250, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

August 13, 2020

Honorable Andrew C. Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is being requested to authorize an agreement between Better Health for Northeast New York, Inc. (BHNNY) and the Albany County Sheriff's Office to provide temporary housing for homeless individuals who were discharged from and referred by Albany Medical Center Hospital.

Better Health for Northeast New York, Inc. (BHNNY) agrees to pay the Sheriff Office, the sum of \$137.00 per day for each homeless individual they refer and is housed in the Sheriff's Homeless Improvement Project (SHIP) program. The term of the contract is August 1, 2020 to April 30, 2021.

Should there be any questions, please do not hesitate to contact me.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : AUGUST 13, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING:

SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

THE SHERIFF'S DEPT. WANTS TO TO ENTER INTO AN AGREEMENT WITH BETTER HEALTH FOR

NORTHEAST NEW YORK, INC TO PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS

WHO WERE DISCHARGED FROM, AND REFERRED BY, ALBANY MEDICAL CENTER HOSPITAL

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

BETTER HEALTH FOR NORTHEAST NEW YORK INC

1275 BROADWAY MC-216

ALBANY, NY 12204

AMOUNT/RATE SCHEDULE/FEE:

\$137 PER DAY PER BED PROVIDED

TERM: 8/1/2020 THRU 4/30/2021

SCOPE OF SERVICES:

WE WILL PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS

AS PART OF OUR SHIP PROGRAM

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X

IT IS PART OF OUR 2021 BUDGET

COUNTY BUDGET ACCOUNTS:

REVENUE: A23150.02231

APPROPRIATION:

BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS AGREEMENT COULD PRODUCE UP TO \$100,000 IN REVENUE FOR THE COUNTY

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF



Better Health

for Northeast New York

A Partnership for Better Health

Temporary Housing Assistance Program Agreement

This Temporary Housing Assistance Program Agreement (this "Agreement") is entered into and made effective as of August 1, 2020 ("Effective Date"), by and between Better Health for Northeast New York, Inc. ("BHNNY"), located at 1275 Broadway MC-216, Albany, New York 12204, and the County of Albany ("Albany County"), on behalf of the Albany County Sheriff's Office ("ACSO"). Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. The New York State Department of Health ("DOH") has approved BHNNY to serve as the lead of a Performing Provider System ("PPS") under the New York State Delivery System Reform Incentive Payment Program ("DSRIP") to serve individuals enrolled in Medicaid and uninsured individuals in the counties of Albany, Columbia, Greene, Saratoga and Warren ("BHNNY Service Area").

B. Among other DSRIP projects and activities, BHNNY has elected to undertake a project to address the need for housing in Albany County. The goal of the Temporary Housing Assistance Program is to provide temporary housing and other assistance to individuals to address needs that can impact health, health outcomes, and healthcare utilization.

C. ACSO has established the Sheriff's Homeless Improvement Project ("SHIP") to provide temporary housing to homeless males age 18 or older in Albany County. ACSO wishes to participate in the Temporary Housing Assistance Program and has agreed to collaborate with BHNNY and other organizations in the BHNNY network ("BHNNY Network").

D. The Parties agree that ACSO is well-positioned to assist with the development and implementation of the Temporary Housing Assistance Program.

E. The Parties agree that improved access to housing, along with assistance with and access to other existing resources and services would benefit patients, potentially reduce preventable ER use, hospital admissions and readmissions, and advance DSRIP goals.

AGREEMENT

In consideration of the foregoing, the mutual covenants contained herein and for purposes of furthering immediate implementation of the Temporary Housing Assistance Program, the Parties agree as follows:

ARTICLE I DEFINITIONS

The terms used in this Agreement shall have the following meanings.

1. "CMS" means the Centers for Medicare and Medicaid Services.

2. **"Compliance Program"** means the program established by BHNNY to prevent, detect, and address compliance issues that arise with respect to PPS operations, projects or activities.
3. **"DSRIP Requirements"** means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.
4. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act.
5. **"Partner Organizations"** means organizations that have executed an agreement to participate in the PPS as a Partner Organization.
6. **"PHI"** means Protected Health Information as defined under HIPAA.
7. **"PPS"** has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state or municipal agencies that participate in PPS projects, operations, or activities to implement the PPS Project Plan and meet DSRIP goals.
8. **"PPS Policies and Procedures"** means policies and procedures duly adopted by BHNNY.

ARTICLE II BHNNY OBLIGATIONS

Section 2.1. BHNNY Obligations. BHNNY shall oversee the Temporary Housing Assistance Program, including but not limited to tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. Payment. BHNNY shall pay Albany County in accordance with the payment terms in Article IV below.

ARTICLE III ALBANY COUNTY OBLIGATIONS

Section 3.1. Services To Be Performed. ACSO shall assess and provide temporary housing for individuals who have been referred to the SHIP by an identified BHNNY PPS Partner Organization. Such services will specifically include the provision of temporary housing in the form of a single room within the facility established by the SHIP. Such services shall be delivered in accordance with generally accepted standards of practice and applicable federal, state, and local laws and regulations.

- a. Referrals. Referrals to the SHIP must be received in writing from a BHNNY Partner Organization. Referrals must be evaluated using the screening tool provided by BHNNY and accepted 7 days a week and at least 8 hours per day.
- b. Care Management Services. ACSO will use a variety of strategies to identify, engage, and drive the individual towards appropriate and

sustainable housing and healthcare utilization, including but not limited to the following tasks:

- Ensuring health insurance enrollment linking individuals to insurance navigators, as required.
- Establishing primary care physicians for individuals, or re-establishing communications and treatment with a primary care team.
- Supporting individuals in obtaining all prescribed medications, including securing medications and establishing a local, accessible pharmacy for provision of prescriptions and prescription education.
- Completing a Health Home referral for applicable individuals.
- Evaluating and coordinating an individual's need for additional medical care (e.g., home care).
- Evaluating and coordinating an individual's need for additional behavioral health treatment (e.g., substance abuse counseling).
- Evaluating and coordinating an individual's need for services that directly address outcome-driven social determinants of health needs.
- Assisting individuals in applying for income benefits and support.
- Providing education and access regarding transportation resources.
- Initiating housing applications.
- Developing and actively updating a formal transition plan for all individuals.

- c. Temporary Housing. All referrals for temporary housing in the SHIP will be authorized for an initial period of 60 days. Requests for extension of service beyond 60 days must be submitted and approved in form and process provided by BHNNY.

Section 3.2. Reporting. ACSO will report to BHNNY as specified in Exhibit A. Albany County understands that BHNNY will rely on the information submitted by ACSO in submitting reports to DOH and agrees that all data, reports and documentation submitted by ACSO under this Agreement shall be accurate and complete.

Section 3.3. Compliance. In providing services pursuant to this Agreement, Albany County shall comply with all applicable laws and regulations.

ARTICLE IV PAYMENT TERMS

Section 4.1. BHNNY shall pay Albany County a per diem rate of \$137 per individual occupied room per day, up to a maximum amount of \$376,815 over the term of this Agreement and upon the submission of itemized invoices. Invoices must be generated no more frequently than monthly, and must reconcile to the Service Occupancy Report as described in Exhibit A. Albany County agrees to use the funds only for the purpose pursuant to this Agreement, and for no other purpose.

Section 4.2. Notwithstanding anything to the contrary in this Agreement, in the event that it becomes possible for Albany County to be compensated for any of the services provided by ACSO pursuant to this Agreement, by Medicaid or any other third-party payer, Albany County and BHNNY agree to enter into a mutually acceptable amendment to this Agreement to reduce the compensation payable pursuant to Section 4.1 by the amount of such compensation that Albany County is able to receive from Medicaid or any other third-party payer.

ARTICLE V BUSINESS ASSOCIATE AGREEMENT

Section 5.1. Business Associate Agreement. The Parties will enter and be bound by a reciprocal Business Associate Agreement ("BAA") that will govern the sharing of PHI under this Agreement. This Agreement shall be interpreted and applied by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE VI TERM AND TERMINATION

Section 6.1. Term. This Agreement shall commence on the Effective Date and shall terminate on April 30, 2021.

Section 6.2. Termination by BHNNY. BHNNY may terminate this Agreement in the event that:

- a. Albany County breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from BHNNY regarding the breach (or such other longer cure period as BHNNY deems reasonable under the circumstances);
- b. Upon thirty (30) days' written notice, if BHNNY fails to receive sufficient DSRIP Funds from DOH to meet its financial obligations, except that in the event this clause is triggered, the Parties may renegotiate the terms of this Agreement to provide for partial payment and partial delivery of services; or
- c. Upon twenty-four (24) hours' written notice to ACSO if any license, certification or government approval of ACSO material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 6.3. Termination by Albany County. Albany County may terminate this Agreement in the event that BHNNY breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Albany County regarding the breach (or such other longer cure period as Albany County deems reasonable under the circumstances). In addition, Albany County may terminate this Agreement upon twenty-four (24) hours' written notice to BHNNY, if BHNNY is suspended or excluded from DSRIP or the New York State Medicaid Program.

Section 6.4. Termination Without Cause. This Agreement may be terminated by either party, at any time, without cause, upon thirty (30) days' prior written notice. BHNNY shall pay for satisfactory Services performed prior to the effective date of the termination.

ARTICLE VII DATA USE AND CONFIDENTIALITY

Section 7.1. Business Associate Agreement. The Parties agree that in order to implement the Temporary Housing Assistance Program, they will need to exchange PHI, which shall be governed by the reciprocal BAA noted above.

Section 7.2. Duty to Protect Confidential Medical Information. The Parties agree that they will only use and share PHI with one another and, as necessary, other providers in the BHNNY Network in a manner consistent with: (i) HIPAA; (ii) Part 2 Substance Use Disorder Treatment requirements; (iii) all other applicable state and federal laws and regulations; (iv) DSRIP program guidance issued by DOH or CMS; (v) the Business Associate Agreement noted in Section 5.1; and (vi) applicable PPS Policies and Procedures. To the extent legally required, or required by PPS Policies and Procedures, Albany County shall seek any necessary consent from Eligible Patients in order to share data to provide the services pursuant to this Agreement and to meet DSRIP performance goals.

ARTICLE VIII RECORD RETENTION

Section 8.1. Obligation to Maintain Records. The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law and DSRIP Requirements and PPS Policies and Procedures.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.1. Representations and Warranties of BHNNY. BHNNY hereby represents and warrants to Albany County that neither BHNNY, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. Representations and Warranties of Albany County. Albany County hereby represents and warrants to BHNNY that:

- (a) Neither Albany County nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and
- (b) Albany County's ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.

ARTICLE X INDEPENDENT CONTRACTORS

Section 10.1. Legal Relationship. BHNNY and Albany County understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither BHNNY nor Albany County is an employee, partner, or joint venturer of the other.

ARTICLE XI LEGAL COMPLIANCE

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the BHNNY Compliance Program.

ARTICLE XII INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs asserted or incurred in connection with the indemnifying Party's (a) failure to perform its obligations under this Agreement; (b) negligent acts or omissions in carrying out services and obligations under this Agreement, or (c) violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

ARTICLE XIII NOTICE

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested or via email:

If to BHNNY:

Attn: Louis Filhour
Chief Executive Officer
1275 Broadway
Albany, NY 12204
Email: FilhouL@amc.edu

If to Albany County:

Attn: Sheriff Craig D. Apple
Albany County Sheriff's Office
16 Eagle Street
Albany, NY 12211

and Albany County Attorney
112 State Street, Room 600
Albany, NY 12207

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the Reporting Schedule as set forth

in Exhibit A, which may be amended by BHNNY from time to time by reasonable advance written notice to Albany County; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, BHNNY may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify Albany County in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 14.3. Entire Agreement. This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except that this Agreement shall not override or nullify the Business Associate Agreement entered into by the Parties to the extent the agreement is applicable.

Section 14.4. Waivers. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. This Agreement may be waived only pursuant to an agreement or agreements in writing entered into by the Parties.

Section 14.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. Non-Discrimination. Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

THE COUNTY OF ALBANY

By: _____
Name: _____
Title: _____
Date: _____

**BETTER HEALTH FOR NORTHEAST NEW
YORK, INC.**

By: _____
Louis Filhour
Chief Executive Officer
Date: _____



Better Health
for Northeast New York
A Partnership for Better Health

Exhibit A **Reporting Requirements**

ACSO will document all referrals, screenings, interactions and discharge discussions in a format or template provided by BHNNY.

ACSO will submit monthly Service Occupancy reports including the following client-level information for clients served in the prior month in a format or template provided by BHNNY:

- Name
- Referral Source
- Insurance Type
- Service Provided
- Referrals Made

ACSO will also submit monthly, in format or template as provided by BHNNY which includes the following information:

- Number of clients enrolled in a Medicaid Managed Care Plan or other insurance program,
- Number of clients who have identified having a Primary Care Provider and who have had a primary care visit within the last year,
- Number of clients participating in a Substance Abuse Treatment program and the number of clients that should have been,
- Number of clients participating in a Behavioral Health Services and the number of clients that should have been,
- Number of clients participating in a Health Home and the number of clients that should have been,
- Number of clients provided affordable and supportive housing and the number of clients who needed housing,
- Number of clients achieving food security and the number of clients that needed food (enrollment SNAP, engagement in pantry assignment, nutritional counseling)
- Number of clients receiving transportation coordination services and the number who needed transportation,
- Number of clients receiving education, training and/or job assistance and the number who needed education, training and/or job assistance.
- Number of clients who received assistance in securing public benefits (TANF, VA, SSD, SSI, Worker's Compensation, Unemployment, Pension ...) and the number of clients that needed these benefits,
- Number of clients receiving Narcan and/or participating in needle exchange program and the number of clients who needed the service/program but did not participate when offered.

Monthly Reports must be submitted by the 10th of the month, following the month of service. Additional information regarding required documentation and submission requirements are detailed in documentation provide by BHNNY.



Exhibit B: Extension of temporary housing for referred individuals through the Sheriff's Homeless Improvement Project (SHIP)

SHIP staff will work diligently with all individuals to address their specific social determinants of health needs and other concerns that may be barriers to them achieving positive health outcomes and obtain stable, long term housing in their community of choice. BHNNY realizes that because of client need, programmatic need, and/or process timelines for achieving stable housing, extensions of time in the program may be needed beyond the initial 60-day period.

In the specified circumstances, SHIP staff may request a temporary housing extension by employing the following steps:

1. A BHNNY Request for Extension form is completed. This includes a reason for the extension request and the individual's signature, indicating his/her need for additional time in the program.
2. The form is transmitted to the BHNNY PMO office via MoveIT at least 7 days prior to the individual's anticipated planned discharge date.
3. BHNNY's Chief Medical Officer, or designee, approves or denies the request and the response is sent to SHIP personnel within 2 business days. Efforts will be made for a same day response, when possible.
4. As part of this contract, SHIP commits to a regular review of extension requests, with quarterly reports to BHNNY. The aim of the review processes is to assess and respond to any barriers that may be in the way of individuals discharging in the prescribed timeframe.



Better Health

for Northeast New York

A Partnership for Better Health

BHNNY – Sheriff's Homeless Improvement Project (SHIP) Request for Extension of Services Form

I. Shelter Resident Information			
First Name:		Last Name:	
DOB:		Admission Date:	
(Original) Planned Discharge Date:			
Admission Reason(s):			
<i>I agree to this request for an extension of services. I agree that more time in the SHIP program will help me to obtain stable housing and help me address any of my health issues.</i>			
Shelter Resident Signature: _____			

II. Extension of Services Request Information	
Reason for Request:	
Additional Detail Related to Extension Request:	
Requested (Revised) Discharge Date:	
Requested Submittal Date:	
Program Director – Name:	
Signature:	_____
Date signed:	

III. Extension of Services Request – Response / BHNNY – Chief Medical Officer	
Service Extension – Response:	
Service Extended Through (Date):	
Chief Medical Officer (or designee)	Kallanna Manjunath, MD, FAAP, CPE
Signature:	_____
Date of Signature:	
Comments:	



Better Health for Northeast New York

A Partnership for Better Health

BHNNY – Sheriff's Homeless Improvement Project (SHIP) Request for Extension of Services Form

I. Shelter Resident Information			
First Name:		Last Name:	
DOB:		Admission Date:	
(Original) Planned Discharge Date:			
Admission Reason(s):			
<i>I agree to this request for an extension of services. I agree that more time in the SHIP program will help me to obtain stable housing and help me address any of my health issues.</i>			
Shelter Resident Signature: _____			

II. Extension of Services Request Information	
Reason for Request:	
Additional Detail Related to Extension Request:	
Requested (Revised) Discharge Date:	
Requested Submittal Date:	
Program Director – Name:	
Signature:	_____
Date signed:	

III. Extension of Services Request – Response / BHNNY – Chief Medical Officer	
Service Extension – Response:	
Service Extended Through (Date):	
Chief Medical Officer (or designee)	Kallanna Manjunath, MD, FAAP, CPE
Signature:	_____
Date of Signature:	
Comments:	

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into and made effective as of April 1, 2020 (the "Effective Date"), by and between BETTER HEALTH FOR NORTHEAST NEW YORK, INC. ("BHNNY" or "Covered Entity"), and THE COUNTY OF ALBANY ("Albany County" or "Business Associate"), the municipal corporation within which the Albany County Sheriff's Office ("ACSO") is a department/office, each a "Party" and collectively the "Parties." This Agreement applies to the extent that HIPAA (as defined below) and HITECH (as defined below) apply to BHNNY and Albany County. Nothing in this Agreement shall be construed to expand the applicability of HIPAA or HITECH to the Parties hereto.

WHEREAS, BHNNY is the lead entity of a Performing Provider System ("PPS") for purposes of the New York State Delivery System Reform Incentive Payment Program ("DSRIP") and, along with its participating partner organizations ("Partner Organizations"), has developed and is implementing the BHNNY DSRIP Project Plan to achieve DSRIP goals, which includes, among other things, creation of an integrated delivery system;

WHEREAS, BHNNY has engaged ACSO to perform certain services as set forth in an Agreement (the "Services Agreement");

WHEREAS, BHNNY is not a Covered Entity as defined by HIPAA but is a Business Associate of Partner Organizations and DOH, and the Parties recognize that for purposes of this Agreement Albany County shall carry out all the responsibilities of a Business Associate as defined by HIPAA and as set forth in this Agreement;

WHEREAS, for purposes of this Agreement, BHNNY's obligations are the same as those of a Covered Entity;

WHEREAS, the Parties hereby agree to all of the terms, covenants and conditions set forth below with respect to any current or future agreements between BHNNY and Albany County in which ACSO creates, receives, maintains, or transmits Protected Health Information (or "PHI") from, or on behalf of, BHNNY. The terms, covenants and conditions of this Agreement shall supplement and/or amend each agreement between the Parties and are hereby incorporated by reference and shall constitute an integral part of any agreement between the Parties only with respect to Albany County's use, disclosure and creation of PHI in underlying agreements; and

WHEREAS, BHNNY and Albany County desire to enter into this Agreement in order to comply with Applicable Privacy and Security Laws;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The terms of the recitals set forth above are hereby incorporated by this reference into this Agreement.

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

2. Definitions. The following terms used in this Agreement shall have the same meaning as those terms in the "HIPAA Rules": Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

3. Specific definitions.

- a. "HIPAA Rules" shall mean the General Administrative, Privacy and Security Rules at 45 CFR Part 160 and Part 164.
- b. "Applicable Privacy and Security Laws" means HIPAA and all other applicable federal, state and local laws and regulations that govern the creation, storage, receipt or transmission of individually identifiable medical records or information.

4. Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law or in a manner that would violate the requirements of the HIPAA Rules. Business Associate shall not de-identify Covered Entity's PHI unless specifically granted such authority in writing as necessary to perform services for the benefit of Covered Entity.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by the Agreement.
- c. Report to Covered Entity's Chief Compliance Officer within five (5) business days any unauthorized access, use or disclosure of PHI, intentional or unintentional, not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410 and any security incident of which it becomes aware; provided, however, that the parties acknowledge and agree that this subparagraph (c) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, Internet Control Message Protocol (ICMP) traffic and other broadcast attacks on Business Associate's firewall including but not limited to, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI or appears to be part of an organized attack upon Business Associate's systems.

In the event of a Breach of Unsecured PHI, such notice shall be in writing and include, to the extent possible: the identification of each individual(s) whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, acquired,

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

accessed, used or disclosed; a description of what happened including the date of the Breach, the date of the discovery of the Breach and the unauthorized person who used the PHI or to whom the disclosure was made; a description of the Unsecured PHI involved in the Breach including types of identifiers and the likelihood of re-identification; whether the PHI was actually acquired or viewed; a description of the actions the Business Associate is taking to investigate the Breach, mitigate harm to individuals, and protect against further Breaches.

Information not contained in the initial notice of Breach, shall be included in a follow-up notice or notices as soon as possible, but in no event later than sixty (60) calendar days of when Business Associate knew, or by exercising reasonable diligence would have known, of the Breach. Business Associate will fully cooperate with Covered Entity to allow Covered Entity to meet its obligation of Breach Notification. Covered Entity shall be responsible for making Breach Notifications pursuant to the HIPAA Rules.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to the PHI.
- e. Make available PHI in a Designated Record Set to the Covered Entity within five (5) business days of receiving a request for access from the individual, or Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.
- f. Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 within five (5) business days of receiving a request from Covered Entity and to forward any direct requests for amendment made by an individual to Covered Entity within five (5) business days, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within five (5) business days of receiving a request from the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- h. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- i. Make its internal practices, books, and records available to the Secretary, and upon reasonable notice to Covered Entity, for purposes of determining compliance with the HIPAA Rules.

**RECIPROCAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN BHNNY AND THE COUNTY OF ALBANY**

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the underlying agreement.
- b. Business Associate may use or disclose PHI as Required by Law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with minimum necessary requirements under the HIPAA Rules.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below:
- e. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

6. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

7. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity except if the Business Associate will use or disclose PHI for management and administration and legal responsibilities of the Business Associate.

8. Indemnification.

- a. Albany County agrees to indemnify, defend and hold harmless BHNNY and its respective corporate affiliates, officers, directors, and employees for any and all claims, losses, liabilities, costs and expenses incurred by BHNNY arising from or in connection with: (i) Albany County's failure to perform its obligations under this Agreement; (ii) willful misconduct, negligent acts or omissions of Albany County, or any contractor or agent of Albany County in carrying out the obligations under this Agreement or a subcontract Business Associate Agreement; or (iii) violation of Applicable Privacy and Security Laws as provided by BHNNY, by Albany County, or any agent or contractor of Albany County. This indemnification obligation shall survive termination of this Agreement.

**RECIPROCAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN BHNNY AND THE COUNTY OF ALBANY**

- b. Albany County agrees to indemnify, defend and hold harmless BHNNY and its respective corporate affiliates, officers, directors, and employees for any and all claims, losses, liabilities, costs and expenses incurred by BHNNY as a result of claims, losses, liabilities, costs and expenses of Partner Organizations, including but not limited to reasonable attorneys' fees and the costs of Breach notification and mitigation, arising from or in connection with Albany County's willful misconduct.
 - c. The obligations of this Section 8 shall survive termination of the Agreement.
9. Term and Termination.
- a. Term. The Term of the Agreement shall be effective as of the date of execution of the underlying agreement(s) by both Parties, and shall terminate on the date of completion of all deliverables associated with the underlying agreement(s) or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.
 - b. Termination for Cause. Upon learning of a pattern of activity or practice of Albany County that constitutes a material breach or violation of Albany County's obligation under this Agreement, BHNNY may either:
 - i. Provide Albany County with notice of and the opportunity to cure the breach or end the violation, as applicable, within a reasonable period of time but not later than twenty (20) days from notice and, if such steps are unsuccessful, terminate the Service Agreement and this Agreement, if feasible; or
 - ii. Terminate the Service Agreement and this Agreement immediately, if feasible.
 - iii. Either Party may terminate this Agreement; effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of the Privacy Rule or (ii) a finding or stipulation that the other Party has violated any standard or requirement of Applicable Privacy and Security Laws is made in any administrative or civil proceeding in which the Party has been joined.
 - c. Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

RECIPROCAL BUSINESS ASSOCIATE AGREEMENT BETWEEN BHNNY AND THE COUNTY OF ALBANY

- ii. Return to Covered Entity, or at the direction of Covered Entity and in compliance with HIPAA Rules, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent, access, use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI; and
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 5 above under "Permitted Uses and Disclosures" which applied prior to termination.
- d. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.
10. Miscellaneous.
- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
 - b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
 - c. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
 - d. Order of Precedence. In the event of any inconsistency between any provision of this Business Associate Agreement and the provisions of any other agreement, the order of interpretation shall be this Business Associate Agreement and then any other agreements.

**RECIPROCAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN BHNNY AND THE COUNTY OF ALBANY**

Better Health for Northeast New York, Inc.

Albany County

By: _____
Signature

By: _____
Signature

Louis Filhour, PhD, RN
Name

Name

Chief Executive Officer
Title

Title

Date

Date

RESOLUTION NO. 424

AUTHORIZING AN AGREEMENT BETWEEN THE ALBANY COUNTY SHERIFF'S OFFICE AND BETTER HEALTH FOR NORTHEAST NEW YORK, INC. TO PROVIDE TEMPORARY HOUSING FOR HOMELESS INDIVIDUALS REFERRED BY ALBANY MEDICAL CENTER HOSPITAL

Introduced: 11/9/20

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with Better Health for Northeast New York, Inc. (BHNNY) regarding temporary housing for homeless individuals discharged from and referred by Albany Medical Center Hospital for the term commencing August 1, 2020 and ending April 30, 2021, and

WHEREAS, BHNNY has agreed to pay the Albany County Sheriff's Office \$137 per individual occupied room per day as part of the Sheriff's Homeless Improvement Project program, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Better Health for Northeast New York, Inc., Albany, NY 12204 regarding temporary housing for homeless individuals discharged from and referred by Albany Medical Center Hospital in an amount of \$137 per day per bed provided for the term commencing August 1, 2020 and ending April 30, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

September 24, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative approval for a transfer of funds to cover expenditures for Department 3110 (Sheriff's) through the year end of 2020.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance
Brandon Russell, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

REQUEST FOR LEGISLATIVE ACTION

DATE : SEPTEMBER 24, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: CRAIG D APPLE SR

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)

X

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO.

SEE ATTACHED

SOURCE OF FUNDS:

TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

FOR COUNSEL USE ONLY

DATE:

RECEIVED:

RECEIVED BY:

METHOD: HAND

COURIER

MAIL

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO

FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES X NO

IF MANDATED CITE: AUTHORITY COMPTROLLER'S OFFICE

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

TRANSFER OF FUNDS TO COVER EXPENDITURES FOR DEPARTMENT 3110 (SHERIFFS)

THRU YEAR END 2020

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

September 24, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

ANDREW
~~Dear Mr. Joyce:~~

The attached correspondence is forwarded for presentation to the Albany County Legislature.

I am respectfully requesting legislative approval for a transfer of funds to cover expenditures for Department 3110 (Sheriff's) through the year end of 2020.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance
Brandon Russell, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
Christian Barnes, Minority Conference

2020 YEAR END TRANSFER OF FUNDS				APPROPRIATIONS		POS CONTROL	STATE POSITION	RESOLUTION DESCRIPTION		INCREASE	DECREASE	DEPARTMENT NAME	COMMENTS
		ACCOUNT NO.											
A9 3110	1 9915	10000						HAZARDOUS DUTY PAY	6,250.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9930	10000						PERSONAL LEAVE PAYOUT	4,786.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9900	10000						OVERTIME	470,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9850	10000						SICK LEAVE INCENTIVE	12,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9952	10000						COMP. TIME PAYOUT	20,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 2310	10000				370012	2	SHERIFFS INSPECTOR		20,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4132	10000				370351	14	SHERIFF INVESTIGATOR		49,036.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370059	8	DEPUTY SHERIFF		31,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370065	14	DEPUTY SHERIFF		25,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370066	15	DEPUTY SHERIFF		16,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370072	21	DEPUTY SHERIFF		27,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370073	22	DEPUTY SHERIFF		12,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370077	26	DEPUTY SHERIFF		2,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370083	32	DEPUTY SHERIFF		53,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370089	38	DEPUTY SHERIFF		33,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370102	51	DEPUTY SHERIFF		27,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370106	55	DEPUTY SHERIFF		59,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370181	80	DEPUTY SHERIFF		44,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370182	81	DEPUTY SHERIFF		65,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370229	91	DEPUTY SHERIFF		34,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000				370303	92	DEPUTY SHERIFF		16,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3020	1 9930	10000						PERSONAL LEAVE PAYOUT	400.00			SHERIFFS	YR END ADJUSTMENTS
A9 3020	1 9950	10000						LONGEVITY RAISE		400.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4037	10000						INSURANCE	3,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4028	10000						SAFETY SUPPLIES	2,600.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4029	10000						AUTOMOBILE PARTS/SUPPLIES	2,300.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4027	10000						SECURITY SUPPLIES	1,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4036	10000						TELEPHONE	10,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4070	10000						EQUIPMENT REPAIR AND RENTAL	10,000.00			SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4049	10000						SPECIAL PROGRAMS		19,900.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4035	10000						POSTAGE		5,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	4 4104	10000						NATURAL GAS		4,000.00		SHERIFFS	YR END ADJUSTMENTS
								TOTAL APPROPRIATIONS	542,336.00	542,336.00			

RESOLUTION NO. 425

AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to amend the 2020 Sheriff's Office Budget for year-end administrative adjustments, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2020 Sheriff's Office Budget is hereby amended as follows:

Decrease Appropriation Account A3110.1 by \$513,036 by decreasing the following line items:

Decrease Line Item A3110 1 2310 Sheriffs Inspector by \$20,000
Decrease Line Item A3110 1 4132 Sheriff Investigator by \$49,036
Decrease Line Item A3110 1 4138 059 Deputy Sheriff by \$31,000
Decrease Line Item A3110 1 4138 065 Deputy Sheriff by \$25,000
Decrease Line Item A3110 1 4138 066 Deputy Sheriff by \$16,000
Decrease Line Item A3110 1 4138 072 Deputy Sheriff by \$27,000
Decrease Line Item A3110 1 4138 073 Deputy Sheriff by \$12,000
Decrease Line Item A3110 1 4138 077 Deputy Sheriff by \$2,000
Decrease Line Item A3110 1 4138 083 Deputy Sheriff by \$53,000
Decrease Line Item A3110 1 4138 089 Deputy Sheriff by \$33,000
Decrease Line Item A3110 1 4138 102 Deputy Sheriff by \$27,000
Decrease Line Item A3110 1 4138 106 Deputy Sheriff by \$59,000
Decrease Line Item A3110 1 4138 181 Deputy Sheriff by \$44,000
Decrease Line Item A3110 1 4138 182 Deputy Sheriff by \$65,000
Decrease Line Item A3110 1 4138 229 Deputy Sheriff by \$34,000
Decrease Line Item A3110 1 4138 303 Deputy Sheriff by \$16,000

Decrease Appropriation Account A3020.1 by \$400 by decreasing Line Item A3020 1 9950 Longevity Raise by \$400

Decrease Appropriation Account A3110.4 by \$28,900 by decreasing the following line items:

Decrease Line Item A3110 4 4035 Postage by \$5,000
Decrease Line Item A3110 4 4049 Special Programs by \$19,900
Decrease Line Item A3110 4 4104 Natural Gas by \$4,000

Increase Appropriation Account A3110.1 by \$513,036 by increasing the following line items:

Increase Line Item A3110 1 9850 Sick Leave Incentive by \$12,000

Increase Line Item A3110 1 9900 Overtime by \$470,000

Increase Line Item A3110 1 9915 Hazardous Duty Pay by \$6,250

Increase Line Item A3110 1 9930 Personal Leave Payout by \$4,786

Increase Line Item A3110 1 9952 Comp. Time Payout by \$20,000

Increase Appropriation Account A3020.1 by \$400 by increasing Line Item A3020 1 9930 Personal Leave Payout by \$400

Increase Appropriation Account A3110.4 by \$28,900 by increasing the following line items:

Increase Line Item A3110 4 4027 Security Supplies by \$1,000

Increase Line Item A3110 4 4028 Safety Supplies by \$2,600

Increase Line Item A3110 4 4029 Automobile Parts/Supplies by \$2,300

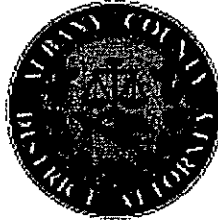
Increase Line Item A3110 4 4036 Telephone by \$10,000

Increase Line Item A3110 4 4037 Insurance by \$3,000

Increase Line Item A3110 4 4070 Equipment Repair and Rental by \$10,000

and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.



P. DAVID SOARES
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
COUNTY COURT HOUSE
ALBANY, NEW YORK 12207
(518) 487-5460
(518) 487-5093 - FAX

DAVID M. ROSSI
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER
DEPUTY CHIEF ASSISTANT DISTRICT
ATTORNEY

October 6, 2019

Brandon Russell, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Accept funding from Governor's Traffic Safety Highway Safety Program;
- Apply and accept funding from NYS OVS for the Crime Victim Assistance Grant; and
- Amend our budget to account for an Interest Arbitration Agreement and other negative lines.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

FOR COUNSEL USE ONLY

Date Received: _____
 Received By: _____
 Method: Hand: _____
 Courier: _____
 Mail: _____

REQUEST FOR LEGISLATIVE ACTION**DATE:** October 6, 2020**DEPARTMENT:** Office of the District AttorneyContact Person: Heather OrthTelephone: 275 4704

Dept. Representative Attending

Committee Meeting: Heather Orth and/or David Soares, District Attorney**PURPOSE OF REQUEST:**

Adoption of Local Law _____
 Amendment of Prior Legislation _____
 Approval/Adoption of Plan/Procedure _____
 Bond Approval _____
 Budget Amendment (See below) X
 Contract Authorization (See below) _____
 Environmental Impact _____
 Home Rule Request _____
 Property Conveyance _____
 Other: (State briefly if not listed above) _____

CONCERNING CONTRACT AUTHORIZATION (Cont'd)**STATE THE FOLLOWING:**Contract Terms/Conditions:Party (Name/Address):

_____Amount/Rate Schedule/Fee:

Term: _____

Scope of Services: _____

Contract Funding:Anticipated in Current Budget: Yes X No _____

Funding Source: _____

County Budget Accounts:

Revenue:

Appropriation: _____

CONCERNING ALL REQUESTS:Mandated Program/Service: Yes _____ No X

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes _____ No X

If yes, indicate Revenue/Appropriation Accounts:

Revenue:

Appropriation:
Fiscal Impact – Funding: (Dollars or Percentages)
Federal _____
State 100%
County _____
Term/Length of Funding _ _ _

Previous Requests for Identical or Similar Action:

Resolution/Law Number: _____

Date of Adoption: _____

Justification: (State briefly why legislative action is requested)

This request is being made to clean up negative lines in the 2020 budget.

Back-up Material Submitted:

Arbitration Agreement

Submitted By: Heather Orth

Title: Confidential Assistant to the District Attorney

APPROPRIATIONS

ACCOUNT	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1165	1 4020 001 CRIMINAL FORENSIC AUDITOR	5,154		70859	District Attorney
A9 1165	1 4021 001 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 002 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 003 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 004 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 005 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 006 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 007 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4021 008 CRIMINAL INVESTIGATOR	5,154		70859	District Attorney
A9 1165	1 4032 001 SENIOR CRIMINAL INVESTIGATOR	3,905		74,162	District Attorney
A9 1165	8 9060 HOSPITAL AND MEDICAL INSURANCE		\$ 50,291		
A9 1165	1 4022 CRIMINAL INVESTIGATOR PT	29,247		0	District Attorney
A9 1165	4 4054 TRANSCRIPTION SERVICES		29,237		District Attorney
	TOTAL APPROPRIATIONS	<u>79,538.00</u>	<u>79,528.00</u>	<u>496,013.00</u>	

ESTIMATED REVENUES

ACCOUNT	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
	TOTAL ESTIMATED REVENUES	<u>0.00</u>	<u>0.00</u>		
	GRAND TOTALS	<u>79,538.00</u>	<u>79,528.00</u>		

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration between

THE COUNTY OF ALBANY,

Public Employer,

OPINION

-and-

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 294, (District Attorney's Investigators),
Employee Organization.

AWARD

PERB Case No. IA2018-014; M2018-046

BEFORE:

Jeffrey M. Selchick, Esq.
Public Panel Member and Panel Chairman

Jennifer Clement
Public Employer Panel Member

William H. Ward, Jr.
Employee Organization Panel Member

APPEARANCES:

For the County of Albany
Jeffery V. Jamison, Esq.
Director of Employee Relations

International Brotherhood of Teamsters Local 294
District Attorney's Investigators
Pozefsky, Bramley & Murphy
Bruce C. Bramley, Esq.

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the New York State Public Employment Relations Board ("PERB") to make a just and reasonable determination of a dispute between the International Brotherhood of Teamsters, Local 294, District Attorney's Investigators ("Union") and the County of Albany ("County" or "Employer").

The County of Albany is a municipality in the State of New York, organized and operating pursuant to Charter, and has a designated elected County Executive to direct and manage the operations of the County. The County has a diverse population of approximately 305,500 people and an annual budget of over \$730 million dollars. Amongst other duties, the County Executive, through various staff, prepares and implements the County Budget, and is responsible for negotiations with the various bargaining units which represent County employees. The District Attorney is also an elected official and employs Investigators and Senior Investigators within his office. The County has employees in 18 different bargaining units. All have current collective bargaining agreements which extend through 2021 except for the unit at issue herein for the DA Investigators and Senior Investigators.

The instant proceeding concerns a negotiations dispute between the County and the Union concerning the District Attorney's Investigators bargaining

unit. The bargaining unit consists of approximately 8 Investigators and Senior Investigators who are employed by the County and work for the Albany County District Attorney. After negotiations and mediation were not successful, the Association filed a petition with the State Public Employment Relations Board ("PERB") on or about February 26, 2019 for interest arbitration (Joint Exhibit 1). The City filed its response to the petition on or about March 18, 2019 (Joint Exhibit 2), and the undersigned Panel was thereafter designated by PERB on or about April 22, 2019, to make a just and reasonable determination of the matters in dispute. An evidentiary hearing was held before the Panel in Albany on August 20, 2019 at which both parties were represented by Counsel and had the opportunity to present evidence, examine witnesses, and make arguments in support of their respective positions. The parties filed post-hearing briefs, which were received by the Panel on or about October 16, 2019, and thereafter both parties filed reply briefs which were received by the Panel on or about November 15, 2019, at which time the record was declared closed.

The record indicates that the parties were signatories to a collective bargaining agreement for the period which commenced on January 1, 2010 and continued through December 31, 2016 (Joint Exhibit 5). This was an initial Agreement for a newly constituted bargaining unit consisting solely of Investigators and Senior Investigators employed by the Albany County District Attorney's Office. Prior to that Agreement, the bargaining unit members herein

were part of a larger bargaining unit which included Investigators, Senior Investigators, and other law enforcement supervisors employed by the Albany County Sheriff's Department, which Agreement expired on December 31, 2009 (Joint Exhibit 3). While in the larger bargaining unit with Investigators and Senior Investigators employed by the County Sheriff's Department, DA Investigators and Senior Investigators were paid at the same salary rate as those in the same titles and employed by the County Sheriff's Department (Appendix B, Joint Exhibit 3).

The bargaining and resultant Agreements which followed are the basis for the instant dispute and impasse. Subsequent to the DA Investigators and Senior Investigators leaving the larger bargaining unit consisting of County Sheriff's Department sworn employees, the Union, which represented both units and continues to do so, negotiated the initial Agreement for the DA Investigators and Senior Investigators bargaining unit. This Agreement, reached in 2014, provided wage determinations for the years 2010 through 2016 ranging from zero to 2% per year (see Appendix A, Joint Exhibit 5). As of the end of this Agreement, which was December 31, 2016, DA Investigators had a base salary of \$65,704 and Senior Investigators had a base salary of \$68, 879 (see Appendix B, Joint Exhibit 5).

Thereafter, an Agreement was reached by the Union and the County for the larger bargaining unit consisting of the Investigators and Senior Investigators and other law enforcement supervisors in the County Sheriff's Department for the

period 2010 through 2016 (Joint Exhibit 4). Review of this Agreement indicates that at the end of this Agreement, also December 31, 2016, the base salary for Sheriff's Investigators was \$68,784 and for Sheriff's Senior Investigators was \$72,415 (Appendix B, Joint Exhibit 4). While both units received the same across the board wage increases for the period 2010 through 2016, the Sheriff's Investigators and Senior Investigators were now being paid \$3080 more than DA Investigators and the Sheriff's Senior Investigators were now being paid \$3526 more than DA Senior Investigators. Apparently, this was partially due to line up pay being rolled into base salaries for Sheriff's Investigators and Senior Investigators as of July 3, 2015 (see Article VI, Section 1; and Appendix B of Joint Exhibit 4).

The Union and the County then were able to negotiate an Agreement for the Sheriff's Law Enforcement Supervisors bargaining unit for the period commencing January 1, 2017 and continuing through December 31, 2021 (Joint Exhibit 6). Relevant to the instant impasse, this Agreement, which is currently in effect, provide Sheriff's Investigators and Senior Investigators with a 2% salary increase retroactive to January 1, 2017 and a 2% salary increase retroactive to January 1, 2018. Additional salary increases for the years 2019, 2020 and 2021 were also provided therein, but are not relevant to the instant impasse.

This resulted in Sheriff's Investigators and Senior Investigators having a base salary of \$70, 160 and \$73,863 respectively in 2017 and base salaries of

\$71,563 and \$75,341 in 2018. Additionally, in the 2017-2021 Sheriff's Agreement, a Hazardous Duty Stipend of \$500 was added for 2018 (see Article IX, Joint Exhibit 6).¹

Notwithstanding good faith negotiations, the Union and the County were unable to reach final agreement on an Agreement for the DA Investigators and Senior Investigators unit for any period beyond the expiration of the 210-2016 Agreement. While the parties were able to negotiate and reach agreement on many issues, the issue of the appropriate wage increase that would be provided to the DA Investigators and Senior Investigators for 2017 and 2018 and any years beyond, was not resolved. Accordingly, as the Panel's jurisdiction is limited to a two-year period, the Panel is empowered to decide a just and fair resolution to such wage dispute for DA Investigators and Senior Investigators for the years 2017 and 2018.

To reach such resolution, the Panel has fully reviewed all data, evidence, arguments and issues submitted by the parties. After significant discussion and deliberations at an Executive Session and several telephone conferences calls, the Panel was finally able to reach an Award.² The positions taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing written submissions, all of which

¹ Additional Hazardous Duty Stipends are provided in the 2017-2021 Sheriff's Agreement for the years 2019 through 2021.

² This Award has been delayed due to the many issues created by the Covid-19 pandemic.

are summarized herein and incorporated by reference into this Award.

Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' Award setting forth the terms and conditions for the period January 1, 2017 through December 31, 2018.

In arriving at such determination, the Panel has specifically reviewed and considered all of the following criteria, as detailed in Section 209.4(v) of the Civil Service Law:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a) comparison of the wages, hours and conditions of employment of the employee involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b) the interest and welfare of the public and the financial ability of the public employer to pay;

c) comparison of peculiarities in regard to other trades or professions, including specifically, 1) hazards of employment; 2) physical qualifications; 3) educational qualifications; 4) mental qualifications; 5) job training and skills;

d) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

POSTION OF THE UNION

On behalf of the 8 members of the DA Investigators bargaining unit, the Union contends that since the County has not claimed that it has any inability to pay the wage increases sought herein, that issue was not addressed in detail by the Union, although a financial report was placed into evidence herein (see Union Exhibit 4). While the Union had a recognized financial expert present and prepared to present testimony at the hearing held before the Panel on August 20, 2019, the County entered into a Stipulation that it was not raising "inability to pay" as a defense in this dispute. However, the Union does point out that the financial analysis conducted by its expert did conclude that the wage relief requested by the Union would not have "a significant effect on the finances of the County" (Exhibit O, Union Exhibit 4).

The Union requests that the Panel award its wage proposal which is a 2% wage increase for both calendar years 2017 and 2018 and a one-time stipend to wages for both the Investigators and Senior Investigators of \$3080 and \$3526 respectively, with both stipends to be effective as of January 1, 2017 (Union Exhibit 1). The Union maintains that in addition to the 2% yearly wage increases, which were also received by the Sheriff's Investigators unit, the one-time stipend is necessary to equalize the DA Investigators and Senior Investigators to the same amount paid to those in the same titles in the Sheriff's Department.

The Union notes that the qualifications for those titles in the DA's Office are exactly the same as those of those employed by the Sheriff's Department and both work for the same employer—Albany County. In fact, as testified to by District Attorney David Soares, the criminal investigators working in the DA's Office have more experience as police in the criminal investigation field, are called upon to do a more difficult level of investigation work, and yet are paid less than those Investigators and Senior Investigators employed by the Sheriff's Department. DA Soares further testified that as Albany is the capital city of New York State, it is different than other upstate District Attorney's Offices due to the presence of government offices, more complex cases involving government, and a resultant greater case load (see Union Exhibits 2A-2F and Union Exhibit 3).

The Union argues that the DA Investigators and Senior Investigators have more experience than those in the Sheriff's Department as all in the DA's Office have worked full careers in other police departments and possess greater experience, training and knowledge, which is necessary for the more complex work performed by the DA's Office. As most of the DA Investigators and Senior Investigators completed prior careers, the County is not required to pay pension costs for any but two, and only three require the County to pay health insurance contributions on their behalf. The Union claims savings from these costs alone, more than covers the cost of the wage proposals sought herein to equalize wages with those employed in the same titles in the Sheriff's Department.

POSITION OF THE COUNTY

The County argues that while the issue is not whether the County can afford the wage increases sought by the Union herein, but rather are such increases equitable based upon the title, duties and circumstances, when compared to other District Attorney investigators similarly situated in upstate New York. The County maintains that the proper comparable to those in the Albany DA's Office are investigators in District Attorney's offices in the surrounding counties and upstate New York. The comparison reveals, according to the County, that Albany DA's Office Investigators and Senior Investigators are the highest paid (see County Exhibit 1). The comparison included Schenectady, Rensselaer, Saratoga, Broome, Monroe, Greene, Oneida and Erie counties. Of note is that Erie County DA's Office pays investigators \$15,000 less even though Erie County has a population of over 925,000 people.

The County argues that the proper comparison is that made above—to other investigators and senior investigators in other DA's Offices and not to those in the Albany County Sheriff's Department. The work performed in each DA Office is identical in that all investigators have the same duties, do the same work, enforce the same laws and provide the same services to the prosecutors in each county. The fact that Albany is the capital does not change the work being performed by the Albany DA's office. In most counties, there are government offices and crimes therein are prosecuted by the local DA and not the Albany DA.

The County further puts forth that as the work of investigators in most DA's office is the same, it is also notable that the caseload of the Albany DA's Office is no greater than that of DA's Offices in comparable counties. While it is true that Albany County may have had more arrest in 2018 when compared to surrounding counties, the Panel should note that the Albany DA's Office has more investigators than many of the other counties. Rensselaer County is provided as an example where numbers for 2018 indicate that Albany County had an aggregate of 7,115 arrests compared to 3,239 in Rensselaer County, the Albany County DA's Office has 7 Investigators, compared to 2 in Rensselaer County. Therefore, contrary to the Union's claim, Albany County Investigators and Senior Investigators, in fact, have a lesser caseload than those in the same titles in comparable counties.

Additionally, the County points out that what the Union is really seeking to do is reopen and renegotiate the 2010-2016 Agreement to achieve parity with the Sheriff's unit. It was the Union which sought to break off from the Sheriff's unit, as they maintained that were significantly different. They cannot now claim parity. Further, the County indicates that many of the members of the DA's investigative unit are receiving full pensions from prior employment and are enjoying the benefits of a waiver. This allows them to receive full salary plus full pension. At the Sheriff's Office, there are no such waivers issued. The Union's request for wage increases must be rejected under the criteria of CSL §209.

PANEL DETERMINATION

COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly assess and determine the issue before it, the Panel must engage in a comparative analysis of terms and conditions of employment with "other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities."

In relation to the issue of comparability, the Panel found the testimony of Albany County DA Soares to be most instructive and persuasive. The District Attorney testified in support of the Union's request for wage increases that would bring the salaries of DA Investigators and Senior Investigators to the same level as those in the Sheriff's Department. DA Soares testified that when he became Albany County DA in 2005, he was concerned regarding the level of investigation in preparation for cases in court. As he pointed out, the Sheriff's Department investigators work a case from a report of a possible crime through investigation of that report to a determination of probable cause to believe a crime has been committed. In the DA's Office, Investigators pick up the case from a probable cause finding and must work it up through the point of being able to prove beyond a reasonable doubt, in order to effectively negotiate a plea bargain or

take a case to trial. This level of investigative work, according to DA Soares, is more difficult and requires greater experience and expertise on the part of the Investigator.

DA Soares further testified that the Albany County DA's Office has a unique jurisdiction due to being the Capital of NYS government. As a result, it may prosecute cases outside of the County and prosecutes cases investigated not only by local police but also from NYS Agencies and Commissions. The Albany DA's Office often work with the NYS Attorney General on cases resulting from NYS investigations into government and government employees. These types of investigations require the DA's Office investigators to have greater experience and special skills in the areas of internet and cybercrime, fire investigation, domestic violence, child abuse and sex crimes, financial malfeasance, white collar crime and banking and insurance fraud. DA Soares testified that such experience is gained by hiring experienced investigators who often have gained such experience from working full careers with other police agencies. The Albany DA's Office, according to DA Soares, benefits greatly from such experience, and Investigators and Senior Investigators in his office should not be paid less than those who do not have such training, knowledge and experience. DA Soares indicated that like the Assistant District Attorneys and the Public Defenders in the County, DA Investigators and Senior Investigators must have pay equity with those in the same titles in the Sheriff's Department.

DA Soares also testified that Investigators in his office also provide witness protection and security to encourage and maintain cooperation with necessary trial witnesses. While the DA agreed that Sheriff's Department investigators do acquire necessary evidence to reach the probable cause standard, the DA's Investigators often conduct a full investigation to insure there is sufficient evidence to indict and subsequently convict the offender or offenders. They also draft and execute search warrants, based on experience and the DA's Investigators must also coordinate with local police investigators to prepare the case for trial.

In terms of comparability, the Panel is persuaded by DA Soares that the Albany County DA's Office is different from other DA's offices in surrounding and upstate counties. Clearly, it is also different than the work performed by the County Sheriff's Departments investigators. As testified to by DA Soares, the reason for the fragmentation and demand for a separate bargaining unit for DA's Investigators and Senior Investigators was related to control over disciplinary issues, and should not have resulted in DA investigators now receiving a lower wage than those performing similar but in his opinion, somewhat lesser duties for the same employer.

Upon review of such testimony by DA Soares, the Panel finds that similar titles in DA offices in surrounding and upstate counties are not the appropriate comparison for purposes of our review herein. While not fully comparable with

the duties performed by Sheriff's Office Investigators, and in fact more extensive, they both share the same employer, namely Albany County. That fact, in itself, can lead to the conclusion that DA Investigators and Senior Investigators, performing duties that require greater expertise, experience, knowledge and training, should not be earning so much less than those in the Sheriff's Department.

INTEREST AND WELFARE OF THE PUBLIC AND ABILITY TO PAY

Section 209.4 of the Civil Service Law requires that in order to properly assess and determine the issue before it, the Panel must consider "the interest and welfare of the public and the financial ability of the public employer to pay."

At the evidentiary hearing of this dispute on August 20, 2019, and in post-hearing submissions, the County stipulated and agreed that it did not lack the financial ability to pay the wage increases sought herein by the Union. Since that time, Albany County, along with the rest of the USA and the entire world, has suffered financially from the Covid-19 pandemic. Additionally, the County, like all others, has had additional expense attendant to the pandemic. While it is unclear as of this writing whether the Federal government will provide further financial aid to municipalities, the County's future financial condition has changed. In that regard, the Panel recognizes that the County anticipates the loss of significant sales tax revenue due to the pandemic.

However, for several reasons, the Panel finds that the Covid-19 pandemic, and its economic effects, does not change the record herein that the County does not lack the ability to pay the wage increases sought by the Union.

The wage increases sought herein are for 2017 and 2018, and for those years, the County provided employees with 2% across the board salary increases for both years. Clearly, at some point, the County was well aware that the DA Investigator unit herein would receive those increases, as well as the possibility of additional increases beyond that. The 2% across the board salary increases, which the County was prepared to offer this unit at that time, is now a debt come due, and the County cannot now fairly claim it cannot afford to pay that debt, even if it has spent the monies allocated for such purpose.

The record herein, having been closed many months ago, has no evidence concerning the County's current financial situation and cannot speculate on what it may be in the future.

There are only eight (8) members of the DA's Investigator unit, and even if the Union's wage increase proposal was accepted in full, it would still not represent any significant impact on a County budget of over \$733 million dollars. The financial impact is miniscule.

Only two (2) of the current DA Investigators require any pension contributions and only three (3) require health insurance contributions on the part of the County, resulting in significant savings to the County.

WAGE INCREASES

The Panel has concluded, as opined above, that the unit of DA Investigators and Senior Investigators should be paid on par with those employed by the County in the same title in the Sheriff's Department. The Panel has also concluded that the County does not lack the financial ability to pay the wage increases provided herein.

However, the Panel also notes the current and unclear financial future created for all municipalities by the Covid-19 pandemic. In recognition of that uncertainty, the Panel has determined that a fair and reasonable wage increase is less than the wage increases sought by the Union. The wage increases awarded herein recognize and address the pay inequality existent between employees in the same titles in the two different units, and goes far to address and correct that inequality and based on the amount awarded, and the retroactive date provided herein, takes into account to some extent the financial uncertainty faced by the County. And it must be repeated herein, that the wage increases provided herein affect only eight (8) employees and represents a miniscule impact on the County's budget and its ability to pay such increases.

Accordingly, based on the foregoing, the Panel finds and makes the following:

AWARD ON WAGE INCREASES

Effective January 1, 2017 and retroactive to that date, the base salary schedule shall be increased by 2%.

Effective January 1, 2018 and retroactive to that date, the base salary schedule shall be increased by 2%.

Effective July 31, 2018 and retroactive to that date, a one-time equity adjustment in the amount of \$2,500 shall be added to base salary.

Retroactivity shall only apply to those employees on the payroll on the Date of this Award and/or any employee who has separated from service due to retirement or disability.

JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

Date of Award

JENNIFER CLEMENT, ESQ.
Public Employer Panel Member

Date

WILLIAM H. WARD, JR.
Employee Organization Panel Member

Date

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this day of 2020 before me personally came and appeared Jeffrey M. Selchick, Esq, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this day of 2020 before me personally came and appeared Jennifer Clement, to me known and known to me to be the individual described in the foregoing Instrument, and she acknowledged to me that she executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this day of 2020 before me personally came and appeared William H. Ward, Jr., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Notary Public

RESOLUTION NO. 426

**AMENDING THE 2020 DISTRICT ATTORNEY'S OFFICE BUDGET:
ADMINISTRATIVE ADJUSTMENTS**

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Albany County District Attorney has requested authorization to amend the 2020 District Attorney's Office Budget for year-end administrative adjustments, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2020 District Attorney's Office Budget is hereby amended as follows:

Decrease Appropriation Account A1165.4 by \$29,237 by decreasing Line Item A1165 4 4054 Transcription Services by \$29,237

Decrease Appropriation Account A1165.8 by \$50,291 by decreasing Line Item A1165 8 9060 Hospital and Medical Insurance by \$50,291

Increase Appropriation Account A1165.1 by \$79,538 by increasing the following line items:

Increase Line Item A1165 1 4020 001 Criminal Forensic Auditor by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 001 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 002 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 003 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 004 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 005 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 006 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 007 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4021 008 Criminal Investigator by \$5,154, with an annual salary of \$70,859

Increase Line Item A1165 1 4022 Criminal Investigator PT by \$29,247, with an annual salary of \$29,247

Increase Line Item A1165 1 4032 001 Senior Criminal Investigator by \$3,905,
with an annual salary of \$74,162

and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward
certified copies of this resolution to the appropriate County Officials.



COUNTY OF ALBANY OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030, ALBANY, NEW YORK 12207-2021
(518) 447-7130 | susan.rizzo@albanycountyny.gov

SUSAN A. RIZZO
COUNTY COMPTROLLER

October 22, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Bond Counsel Services – RFP #2020-108

Dear Hon. Andrew Joyce,

The Department of Audit and Control is requesting approval to execute a professional services contract for bond counsel services for all borrowings by Albany County with Hodgson Russ LLP. The RLA, RFP #2020-108, the Hodgson Russ proposal, proposal ratings, Purchasing Agent concurrence letter, and Resolution 2015-506 are included for your review.

Should you have any questions, please contact me at (518) 447-7130.

Sincerely,

Susan A. Rizzo
County Comptroller

cc: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Contract Authorization for Bond Counsel Services:

Date: 10/22/2020
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

Purpose of Request:

- ☐ Adopting of Local Law
 - ☐ Amendment of Prior Legislation
 - ☐ Approval/Adoption of Plan/Procedure
 - ☐ Bond Approval
 - ☐ Budget Amendment
 - ☒ Contract Authorization
 - ☐ Countywide Services
 - ☐ Environmental Impact/SEQR
 - ☐ Home Rule Request
 - ☐ Property Conveyance
 - ☐ Other: (state if not listed) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.:

Source of Funds:

Title Change: _____

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
- ☐ Purchase (Equipment/Supplies)
- ☐ Lease (Equipment/Supplies)
- ☐ Requirements
- ☒ Professional Services
- ☐ Education/Training
- ☐ Grant

Choose an item.

Submission Date Deadline

- ☐ Settlement of a Claim
 - ☐ Release of Liability
 - ☐ Other: (state if not listed)
-

Contract Terms/Conditions:

Party (Name/address):

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, NY 12207
(518) 465-2333

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:

See attached supporting documentation

Scope of Services:

Bond Counsel Services

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:
Appropriation Amount:

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 12/01/2020 – 11/30/2023
Length of Contract: 3 years with two optional 1 year extensions

Impact on Pending Litigation Yes ☐ No ☒
If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 15-506
Date of Adoption: 12/07/2015

Justification: (state briefly why legislative action is requested)

Albany County requires bond counsel for all County borrowings by the County Comptroller. The most recent contract for bond counsel services expires November 30, 2020.

Bond Counsel Services (RFP 2020-108R)	
	Average Rating
Hawkins, Delafield & Wood	4.57
Whiteman, Osterman & Hanna	3.93
Nixon Peabody LLP	4.13
Hodgson Russ LLP	4.92

RM

RFP #2020-108R: Bond Counsel

Proposal Rating Worksheet

Reviewer: Ransom Moore

	Weight	Hawkins, Delafield & Wood		Whiteman, Osterman & Hanna		Nixon Peabody LLP		Hodgson Russ LLP	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's Qualifications (Section II of Proposal Submission)	25%	5	1.25	5	1.25	5	1.25	5	1.25
Proposer's Experience (Section III of the Proposal Submission)	25%	4	1	4	1	4	1	5	1.25
Proposer's Plan Implementation (Section IV of Proposal Submission)	15%	5	0.75	5	0.75	5	0.75	5	0.75
Cost Proposal (Section V of Proposal Submission)	35%	4	1.4	2	0.7	3	1.05	5	1.75
TOTALS:			4.4		3.7		4.05		5

NOTES:

Hodgson Russ is only firm that will not charge the County for drafting Bond Resolutions or reviewing Official Statements. This can add a significant cost because the County's borrowing typically includes multiple resolutions for multiple capital projects. Hawkins, Delafield & Wood is close in pricing at higher borrowing levels but Hawkins will charge additional fees. The Comptroller plans more disciplined borrowing going forward so this will most likely not be a factor.

MM

RFP #2020-108R: Bond Counsel

Proposal Rating Worksheet

Reviewer: Mike McNeff

	Weight	Hawkins, Delafield & Wood		Whiteman, Osterman & Hanna		Nixon Peabody LLP		Hodgson Russ LLP	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's Qualifications (Section II of Proposal Submission)	25%	5	1.25	4	1	4	1	5	1.25
Proposer's Experience (Section III of the Proposal Submission)	25%	5	1.25	4	1	5	1.25	4	1
Proposer's Plan Implementation (Section IV of Proposal Submission)	15%	5	0.75	5	0.75	5	0.75	5	0.75
Cost Proposal (Section V of Proposal Submission)	35%	4	1.4	2	0.7	3	1.05	5	1.75
TOTALS:			4.65		3.45		4.05		4.75

NOTES: _____

CD

RFP #2020-108R: Bond Counsel

Proposal Rating Worksheet

Reviewer: Chip Dott

	Weight	Hawkins, Delafield & Wood		Whiteman, Osterman & Hanna		Nixon Peabody LLP		Hodgson Russ LLP	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's Qualifications (Section II of Proposal Submission)	25%	5	1.25	5	1.25	5	1.25	5	1.25
Proposer's Experience (Section III of the Proposal Submission)	25%	5	1.25	5	1.25	5	1.25	5	1.25
Proposer's Plan Implementation (Section IV of Proposal Submission)	15%	5	0.75	5	0.75	5	0.75	5	0.75
Cost Proposal (Section V of Proposal Submission)	35%	4	1.4	4	1.4	3	1.05	5	1.75
TOTALS:			4.65		4.65		4.3		5

NOTES:



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Susan A. Rizzo
Albany County Comptroller

FROM: Karen Storm 
Purchasing Agent

DATE: October 22, 2020

RE: RFP #2020-108R

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Hodgson Russ LLP.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Hodgson Russ LLP for an award.

Please obtain the necessary contract approval so that we may issue a Notice of Award to the successful proposer.

RESOLUTION NO. 506

**AUTHORIZING AN AGREEMENT WITH HODGSON RUSS, LLP
REGARDING BOND COUNSEL SERVICES**

Introduced: 12/7/15

By: Audit and Finance Committee:

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller and the County Attorney issued a Request for Proposals (RFP) regarding bond counsel services for Albany County, and

WHEREAS, The Comptroller's Office and the Department of Law have reviewed the responses of three institutions that were received and considered criteria such as the firm's qualifications and experience, plan implementation and cost proposals, and

WHEREAS, The Comptroller and the County Attorney have recommended that a contract for bond counsel services be awarded to Hodgson Russ, LLP, 677 Broadway, Albany, New York based on a comparison of the criteria set forth above, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Hodgson Russ, LLP, 677 Broadway, Albany, New York, for bond counsel services according to fee arrangements specified in the firm's RFP response, for a term beginning December 1, 2015 through November 30, 2016, with an option to renew the agreement for two additional one-year terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote. 12/7/15

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
ALBANY COUNTY COMPTROLLER



RFP # 2020-108

Bond Counsel

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Bond Counsel RFP NUMBER: 2020-108

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2020-108

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-108

Sealed Proposals for **Bond Counsel** as requested by the Albany County Comptroller will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, September 25, 2020

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, September 10, 2020.

Karen A. Storm
Purchasing Agent

Dated: August 31, 2020
Albany, New York

PUBLISH ONE DAY –Thursday, September 10, 2020 -- THE EVANGELIST
PUBLISH ONE DAY –Thursday, September 10, 2020-- THE TIMES UNION

**COUNTY OF ALBANY
REQUEST FOR PROPOSALS
BOND COUNSEL
ALBANY COUNTY COMPTROLLER
RFP-2020-108**

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

1.1 The County of Albany (“County”) is seeking proposals for “Qualifications and Proposed Fees for Bond Counsel.” The selected firm will serve as Bond Counsel to provide legal advisory services as requested by the Albany County Comptroller, including, but not limited to, the County’s issuance of general obligation debt, including Serial Bonds, Refunding Bonds, Bond Anticipation Notes (BANs), Tax Anticipation Notes (TANs), Revenue Anticipation Notes (RANs), disclosure in connection with the issuance of County obligations, and related tax issues. The selected firm will also be expected to give general advice to the County regarding the issuance of debt by the County.

1.2 The County is seeking to employ bond counsel in connection with capital projects that will require long term financing during the period of five years from the date of the award of the contract.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, September 25, 2020**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Comptroller's Office.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3.1: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1.1 Provide the name, a brief history and description of your firm.
- 3.1.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.1.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.1.4 Detail your firm's experience with respect to municipal securities, including but not limited to, general obligation debt.
- 3.1.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.1.6 Provide any additional information that would distinguish your firm in its service to Albany County.

- 3.1.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

SECTION 3.2: EXPERIENCE OF PROPOSERS

- 3.2.1 Provide a listing of all general obligation bond financings in New York State in which your firm has served as bond counsel during the last three (3) years. Please indicate the name, date and the amount of the issue. The listing should be grouped by size of issue in the following categories:

\$ 0 - \$ 1 Million
\$ 1 Million - \$ 9.999 Million
\$ 10 Million - \$ 49.999 Million
\$ 50 Million +

- 3.2.2 Summarize five (5) transactions in the last three (3) years in which you were bond counsel that demonstrates your qualifications to fulfill the duties of this RFP. Please include at least one transaction for a New York issuer (state, locality or public authority). Please provide the issuer’s name, the amount, the date of issue and the exact role played by your firm.
- 3.2.3 Provide the names of three (3) references from recent financings, including contact names, addresses and telephone numbers. For each reference, please identify the financing(s) in which your firm was involved by issuer name, date of issue, and the role played by your firm.
- 3.2.4 List all malpractice claims against any of the attorneys in your firm who are listed in response to Section 4.1 and Section 4.3, above, within the last ten (10) years. Briefly describe any action which relates to the duties proposed under this RFP, including but not limited to the identity of claiming entity, amount of claim and nature of claim.
- 3.2.5 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

The County of Albany is seeking Bond Counsel to perform legal advisory services as requested by the County. The successful proposer(s) will enter into a contract(s) with the County to perform the following services, as requested. Selection as a successful proposer(s) does not guarantee the assignment of any work to the Proposer.

- 4.1 Analyze legal authority for each bond issue to ensure constitutional, statutory, and regulatory compliance and advise the County as to the selection of the parameters and structure of each bond issue.
- 4.2 Advise the County as to the appropriate steps to validly authorize and issue bonds and work with the County to obtain any required regulatory approvals and to hold any required hearings.
- 4.3 Prepare, review, and deliver all required standard documents and material terms for the issuance of bonds in a timely manner which reserves for the County the opportunity to review and comment upon these documents. The required documents and their material terms include, but are not limited to, the following:
 1. bond resolution;
 2. official statements;
 3. loan agreements and escrow deposit agreements;
 4. documentation relating to tax-exempt status of the bonds;
 5. arbitrage certificates;
 6. closing documentation;
 7. provisions regarding the pledge of, among other things, assets, revenues, or property as security for repayment of bonds;
 8. general terms of the bonds such as medium of payment, date, authentication, and transfer
 9. redemption provisions;
 10. ability to issue additional bonds;
 11. establishment of additional funds, including the debt service fund, and the application thereof;
 12. general covenants of the issuer;
 13. provisions for supplemental or amendatory resolutions;
 14. remedies upon default;
 15. defeasance and discharge of the lien created by the bond resolution;
 16. letters of credit, remarketing agreements, and reimbursement agreements for the implementation of a liquidity facility.
- 4.4 Review and advise the County with regard to the terms of purchase contracts between the County and underwriter(s).
- 4.5 Render legal advice and any legal opinions necessary with regard to the legal issues related to the issuance and sale of bonds, and, when requested, related to arbitrage, rebate and other tax matters, disclosure requirements, securities transactions, or other matters deemed necessary by the County.
- 4.6 Attend meetings as needed and cooperate fully with the County's staff, its financial advisor, and its underwriter in the preparation of any documents and the performance of any other work related to the issuance of bonds on behalf of the County.

- 4.7 Render any other legal advice and opinions, and perform such other services as may be requested by the County pertaining to public finance, arbitrage and compliance with disclosure and other securities law requirements.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract term shall be three (3) years from the date of award;
- 5.2 At the end of the initial three (3) year contract term the County reserves the right to renew the contract for two (2) additional one-year terms at the sole discretion of Albany County. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

The County seeks cost proposals which set forth alternative fee arrangements, such as those described below. Proposers are encouraged to present any other alternative fee structures that they are willing to offer. Upon award, the County will select the fee structure(s) to be utilized in the agreement.

- 6.2.1 Cost proposals must identify, at a minimum, the proposed fee structures for each of the following types of transactions:

- I. Projects, including preparation of bond authorization resolutions, resulting in the sale of BANs, TANs or RANs by the County;
- II. Projects, including preparation of bond authorization resolutions, resulting in the sale of Serial Bonds; and
- III. Projects, including preparation of bond authorization resolutions, resulting in the sale of Refunding Bonds.

- 6.2.2 All proposals **must include** a statement of your firm's usual and customary hourly billing rates for each of the following categories of staff who would be assigned to this engagement: Partner, Associate, Paralegal, and any other category for which hourly fees would be charged under the contract. For purposes of the Cost Proposal, please assume that the contract for services will be extended for (2) years after the three years of the agreement and state the fees to be charged during each year, if different from year one.

- (a) Hourly fee

If your firm is willing to perform any or all of the proposed services at hourly billing rates, please state the hourly rates to be charged for each category of staff assigned to the engagement for each year of the contract, if extended by the County. Fees to be charged in

any year after the first year must be stated as a specific dollar amount; not as a percentage increase. State whether any discount from the usual and customary billing rates will apply, and the amount of any such discount.

If your firm is willing to perform any or all of the proposed services at “blended” hourly billing rates, state the rate(s) that will apply.

(b) Hourly fee with transactional caps.

If your firm is willing to perform any or all of the proposed services at hourly billing rates, with a maximum fee (“cap”) for particular transactions, please state the hourly rates to be charged for each category of staff assigned to the engagement, or the blended rate(s) that will apply, the amount of any transactional cap(s) and the circumstances under which the caps will apply.

(c) Percentage fee

If your firm is willing to perform any or all of the proposed services on a percentage fee basis, please state the proposed percentage fee amounts and the transactions to which they would apply.

(d) Fixed fees

If your firm is willing to perform the proposed services on a fixed fee basis, please state the proposed fixed fee amounts and the transactions to which they would apply.

6.2.3. For each category of service identify all anticipated disbursements and other costs to be passed on to the County by your firm.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications outlined in section 3.1 of this RFP and experience to carry out the

requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

Experience of Proposer: The Experience section must set forth the information required in section 3.2 of this RFP.

References - The References section must include references from similar type projects as required in section 3.2.3 of this RFP.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Comptroller's Office. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's Qualifications (Section II of Proposal Submission)	25%
Proposer's Experience (Section III of the Proposal Submission)	25%
Proposar's Plan Implementation (Section IV of Proposal Submission)	15%
Cost Proposal (Section V of Proposal Submission)	35%

8.3 Proposals will be examined and evaluated by the Albany County Comptroller with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Legal Malpractice Insurance:** A statement by the firm is required indicating that the firm and all of its attorneys are covered by a malpractice insurance policy insuring against the professional liability risks associated with the services to be rendered by the successful proposer. Indicate the name of the insurance carrier and the policy limits

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability, and legal malpractice policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: SECTION NOT IN USE

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the

Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Bond Counsel
RFP Number: 2020-108

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Bond Counsel
RFP Number: 2020-108

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES H HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

**COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one) :

☐ No MBE/WBE joint ventures with Bidder on this Contract. ☐ Bidder is joint venturing with the following firm(s)
(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

SUBMIT MONTHLY

FORM C

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586 For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ **Month** _____ **Year** _____

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ **Date:** _____
(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

☐ **Request Waiver of Minority/Woman Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

☐ **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Name (please print)

Signature

Title

A. Joseph Scott, III
Partner
Direct Dial: 518.433.2419
ascott@hodgsonruss.com



October 20, 2020

VIA HAND DELIVERY

Ms. Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

Re: County of Albany, New York
Response to Request for Proposals
RFP # 2020-108R Bond Counsel

Dear Ms. Storm:

The information which follows is provided in response to the Request for Proposals RFP # 2020-108R issued by the County of Albany, New York (the "County"). As requested in the Request for Proposals, we are enclosing five (5) copies of our response, together with one electronic copy formatted as a flash drive. We appreciate the opportunity to present our response to the County.

Hodgson Russ LLP is a regional law firm and has been engaged in the practice of law since 1817. We presently have approximately 200 attorneys located in six (6) offices in the eastern United States. Attorneys in the public finance group in our Albany office located in downtown Albany, New York would be responsible for providing bond counsel services to Albany County.

I am a general partner of Hodgson Russ LLP and I have the authority to bind the firm in connection with this response. We understand that this proposal is an irrevocable offer for a period of sixty (60) days from the submittal date.

Following this letter are materials describing our firm, our public finance group and other information, organized in accordance with Section 7 of the County's Request for Proposals. The undersigned, together with the project team we have assembled to handle the County's engagement, is ready to begin work immediately.

If you have any questions relative to any of the information contained herein, please feel free to contact me. We would be happy to meet with you and other County officials at any time to further discuss our qualifications.

Thank you for the opportunity to present our qualifications.

HODGSON RUSS LLP

By: 
A. Joseph Scott, III, General Partner



Response to Request for Proposals

Provided to:

County of Albany, New York
RFP #2020-108R
Bond Counsel Services

Attention to:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

Proposer:

Hodgson Russ LLP

Local Office:

677 Broadway, Suite 301
Albany, New York 12207
Telephone: 518.465.2333
Fax: 518.465.1567
www.hodgsonruss.com

Main Office:

140 Pearl Street, Suite 100
Buffalo, New York 14202-4040

Primary Contact:

A. Joseph Scott, III
Telephone: 518.433.2419
Fax: 518.465.1567
E-Mail: ascott@hodgsonruss.com

October 20, 2020

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SECTION I.

Title Page and Table of Contents.

See attached Title Page and Table of Contents.

SECTION II. QUALIFICATION/EXPERIENCE AND RESUMES

- a. *Provide the name, a brief history and description of your firm. (Question 3.1.1)*

Proposer: Hodgson Russ LLP

Main Office:

Hodgson Russ LLP
140 Pearl Street, Suite 100
Buffalo, New York 14202-4040
Telephone: 716.856.4000
Fax: 716.849.0349

Local Office/RFP Contact Information:

Hodgson Russ LLP
677 Broadway, Suite 301
Albany, New York 12207
Attention: A. Joseph Scott, III
Telephone: 518.465.2333 (General Office)
Telephone: 518.433.2419 (Direct Dial)
Telephone: 518.424.7749 (Mobile)
Fax: 518.465.1567
Email: ascott@hodgsonruss.com

Secondary contact: Michael T. Logan
Telephone: 518.433.2409 (direct dial)
Fax: 518.465.1567
E-Mail: mlogan@hodgsonruss.com

GENERAL DESCRIPTION OF FIRM

General

Hodgson Russ LLP (the "Firm") is a full-service U.S. law firm. It is headquartered in upstate New York, with offices in Albany, Buffalo, Saratoga, Rochester, and New York City. The Firm also maintains offices in Hackensack, New Jersey, Palm Beach, Florida and Toronto, Ontario, Canada.

There are approximately 200 attorneys in all offices. The Firm began in Buffalo in 1817 and today ranks among the 200 largest law firms in the United States. Hodgson Russ is the only law firm in the country that can count two former U.S. presidents, Millard Fillmore and Grover Cleveland, among its alumni. The Firm is comprised of approximately 200 attorneys and 300 non-attorney staff. Hodgson Russ presently has over 20 separate practice groups that provide service to clients in all major areas of law.

Hodgson Russ represents clients in both business and personal contexts. The interests of its clients are regional, national and international in scope. Business clients include closely-held as well as publicly-traded corporations, government agencies and municipalities, public foundations and general and limited partnerships, among others. In addition, the Firm is proud of its commitment to, and involvement in, a wide range of public affairs, community projects and charitable and educational institutions.

The following is a list of practice areas in which Hodgson Russ has substantial capabilities:

Administrative Law	Health Care Law
Antitrust	High Technology
Banking	Immigration
Bankruptcy	Insolvency/Creditors' Rights
Business Law	Intellectual Property Law
Canada/U.S. Cross-border	International Law
Counseling	International Tax
Computer Law	Labor and Employment
Corporate Law	Litigation
Customs	New York State Tax
Education Law	Non-Profit Organizations
Employee Benefits	Patent, Trademark, Copyright
Environmental	Pension
Estate Planning	Products Liability
Administration	Professional Corporations
Executive Compensation	Public Finance
Family and Personal Law	Public Utility Law
Federal Tax	Real Estate
Financial Services	Securities
Government Relations	Tax

The following is a description of several of the major practice groups in the firm.

Bank Regulatory Matters

We have over thirty years of experience in representing commercial and savings banks and other financial institutions with respect to a wide range of bank regulatory matters.

The services that we provide to our clients with respect to bank regulatory matters cover a wide range of deposit and consumer credit products governed by both federal and state law. The deposit products include savings and time deposit accounts (including IRA's), transaction accounts and debit cards. The consumer credit products cover the full range of open-end and closed-end credit offered by financial institutions in New York and include credit card accounts, over-draft checking, home equity and other line of credit accounts, secured and unsecured installment loans, retail installment contracts and obligations, first mortgage loans and home equity loans.

Business and Banking Law Department

The business and banking law department provides general corporate legal services in connection with the formation of businesses, their ownership structure and their ongoing operations. In addition, the attorneys in the business and banking law department are routinely involved in mergers, acquisitions, dispositions of securities and corporate assets, including real estate, and other types of reorganizations.

Members of the business and banking law department, together with attorneys in the litigation department, regularly consult with and represent clients in connection with various antitrust issues.

Environmental Practice Group

The environmental practice group of Hodgson Russ is involved with state and federal court litigation, and administrative proceedings before state and federal agencies. In addition, the environmental practice group's members work regularly with the Business and Banking Law Department in matters relating to environmental compliance, insurance, environmental audits and potential environmental liabilities.

The environmental practice group has experience in handling matters involving medical waste disposal laws, RCRA, TSCA, CERCLA, SARA, SEQRA, the Clean Water Act, the Clean Air Act, toxic torts and related insurance coverage questions.

Labor Department

The labor department of Hodgson Russ services employers in both the private and public sectors (representing both unionized and non-unionized entities). The attorneys in the labor department represent employers in all aspects of labor relations and employment. Collective bargaining, contract administration, grievance arbitration and preventive counseling in employee and union relations matters are the primary areas of the labor department's practice. Our extensive education law practice involves the representation of many public school districts. Accordingly, the labor department advises school clients on all of the legal aspects of school administration, including employee relations, civil service requirements, financing, transportation, board policies and voter referenda.

The labor department practices before the National Labor Relations Board, Equal Employment Opportunity Commission, the U.S. Department of Labor, the New York Public Employment Relations

Board, as well as before other state administrative agencies involved in employment matters. In addition, the labor department's attorneys practice in both state and federal courts.

Litigation Department

The litigation department of Hodgson Russ has a varied litigation practice handling matters in the following areas: antitrust, contract, bankruptcy, commercial, environmental, energy, corporate, product liability, personal injury, liability insurance, insurance defense and subrogation, condemnation, real property tax assessment, federal and state income taxation, state sales and use taxation, construction contract claims, securities law, transportation, white collar criminal matters and tax fraud. The lawyers in the litigation department also have experience in reimbursement litigation before the New York State Departments of Health and Social Services, the Provider Reimbursement Review Board and state and federal courts.

The litigation department practices before all courts in New York as well as those of Florida, and in the Federal District Courts, Federal Courts of Appeal, U.S. Supreme Court, U.S. Tax Court and Court of International Trade. In addition, the Litigation Department has experience before various administrative bureaus and commissions, including, among others, the New York State Public Service Commission, the Federal Energy Regulatory Commission, the New York State Department of Transportation, the Interstate Commerce Commission, the New York Tax Appeals Tribunal, the New York State Department of Environmental Conservation and the U.S. Environmental Protection Agency.

Real Estate and Project Development

The Hodgson Russ real estate practice is comprehensive and includes all aspects of modern real estate transactions. Our real estate clients include developers and major corporate enterprises which sell, purchase and lease commercial property. We are experienced in the negotiation of purchase and sale contracts, leases and construction and architects' contracts, among other instruments. Other significant related practice areas include real property tax assessment review proceedings, eminent domain and condemnation matters and mortgage foreclosure proceedings.

In addition to our involvement in new project development and expansion activities, our firm's real estate attorneys are experienced in land development matters involving some of the most challenging issues of the day, including zoning, environmental, citizen group and historic preservation issues. We regularly represent clients in proceedings before zoning, planning, preservation and municipal boards to obtain all necessary approvals.

Financing of real estate acquisitions and development projects is also a major area of activity. Typical financing vehicles include industrial revenue bonds, various types of commercial and residential mortgages and construction loan financings, sale and leaseback transactions and real estate syndications, among others.

Securities Practice Group

Hodgson Russ offers comprehensive securities law services. The securities practice group of Hodgson Russ is dedicated to providing securities counsel and provides representation in numerous private and public securities offerings on a regular basis to clients throughout the Upstate New York market. More than 20 publicly-held companies are Hodgson Russ clients.

We also provide representation with respect to mergers and acquisitions, anti-takeover defenses, trading restrictions, trust indenture act compliance, Blue Sky regulation, broker-dealer registration and

regulation, investment company registration and regulation, investment company registration and regulation, leveraged buy-outs and with 'going private' transactions as well as in preparing and guiding companies through initial public offerings.

We also represent securities clients engaged in both intrastate offerings and private placements. We are experienced with and regularly counsel clients in the following areas, among others: federal and state registration of public securities offerings; private placements and exempt securities offerings; venture capital financings; restricted stock transfers; stock exchange and NASDAQ listings; Securities Exchange Act reporting compliance; proxy statements and proxy solicitations; corporate governance and anti-takeover provisions; investment company regulations (investment advisory registration and compliance); broker/dealer registration and compliance; mergers and acquisitions; leveraged buy-outs; exchange offers; tender offers/going private transactions; trust indentures; stock option and other employee share benefit plans and securities litigation and arbitration.

State and Local Taxation

Another integral group within tax department is the New York State tax practice group. The New York State tax practice group counsels clients with respect to dealings with the State Department of Taxation and Finance on contested matters including audits, conciliation conferences, administrative hearings and appeals. The New York State tax practice group assists clients in formulating overall state tax strategies, including planning and compliance techniques.

b. Identify your firm's professional staff members who will be involved in the County engagement and the experience that each possesses and the location of the office from which each work. Provide a resume for each of the individuals designated. (Question 3.1.2)

The firm expects to form a Project Team to provide the services required by Albany County. The Project Team will be comprised of two attorneys (Joseph Scott and Michael Logan), with additional back-up as needed from the firm's Tax Department (Marla Waiss). The two individuals will draft the majority of the documents required by the County and attend meetings and handle County inquiries. The other individual (John Alessi) will be available if additional staff is needed.

The members of the Project Team are described as follows:

A. Joseph Scott, III	Partner	Albany	Over 37 years' experience in Public Finance
John A. Alessi	Partner	Buffalo	Over 17 years' experience in Public Finance
Marla Waiss	Partner	Buffalo	Over 18 years' experience in Federal Tax
Michael T. Logan	Senior Associate	Albany	Over 8 years' experience in Public Finance

Pamella D. Weisberg, the senior bond paralegal residing in the Albany office, will also be available to assist in the preparation of documents.

Each of the members of the Project Team is available to begin work immediately for Albany County and is ready to make a full and complete commitment to providing high quality legal services to the County. The firm is qualified to do business in New York State and each of the members of the Project Team is admitted to practice law in New York State.

The firm has had the opportunity and pleasure of being retained by the County as bond counsel for many years. In our capacity as bond counsel to the County, we bring to bear our extensive experience in public finance.

In addition, however, we also bring to bear our extensive background history of performing bond counsel services to the County. And, given the recent changes in the Comptroller's office, we have worked very hard to facilitate the transition to a new administration. The transition work has included making our files available, attending meetings and participating in numerous conference calls.

Resumes for the primary attorneys in the Project Team (Scott, Alessi, Waiss and Logan) and for Ms. Weisberg are included in Schedule A to this response.

c. Name and title of the person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code). (Question 3.1.3)

The following person is authorized to bind the firm in a contract with Albany County, such contract to be an irrevocable offer for a period of sixty (60) days from the Proposal submittal date:

A. Joseph Scott, III, General Partner
Hodgson Russ LLP
Main Office:

140 Pearl Street, Suite 100
Buffalo, New York 14202-4040
Telephone: 716.856.4000
Fax: 716.849.0349

Local Office:

677 Broadway, Suite 301
Albany, New York 12207
Telephone: 518.465.2333 (General Office)
Telephone: 518.433.2419 (Direct Dial)
Telephone: 518.424.7749 (Mobile)
Fax: 518.465.1567
Email: ascott@hodgsonruss.com

d. Detail your firm's experience with respect to municipal securities, including but not limited to, general obligation debt. (Question 3.1.4)

GENERAL DESCRIPTION OF PUBLIC FINANCE GROUP

The Firm's Public Finance Group is co-chaired by A. Joseph Scott, III and Jeffrey W. Stone, who have specialized in tax-exempt general obligation and revenue bond financings throughout their legal careers. The public finance group includes partners A. Joseph Scott, III, Kenneth P. Friedman, Terrence M. Gilbride, Daniel A. Spitzer, Jeffrey W. Stone, Nadene E. Zeigler, John A. Alessi and Christopher C. Canada and senior associates Michael T. Logan and Emily A. Dinsmore.

Qualification Statements:

Extensive Transactional Experience in municipal and/or government, IDB issues and understanding of such bond issues, the related State laws, and related federal tax laws, rules and regulations:

The attorneys in our Public Finance Group have demonstrated commitment and innovation in the area of public finance. We rendered the approving opinion as special tax counsel in the first real estate tax-exempt lease financing by the State of New York and the bond counsel opinion for the first governmental revenue bond issue by a local power authority in New York State. The attorneys in our

Public Finance Group are licensed to practice law in New York State and the firm is listed in the Municipal Bond Attorneys section of The Bond Buyer's Municipal Marketplace (the 'Red Book').

Attorneys in our Public Finance Group are members of the National Association of Bond Lawyers ("NABL") and the Municipal and Tax Sections of the New York State Bar Association ('State Bar'). Our attorneys regularly attend and participate in seminars sponsored by NABL and are often asked to present topics at meetings of the Tax and Municipal Sections of the State Bar. We are also members of and participants in various public and municipal finance groups, such as the New York State Economic Development Council, the Government Finance Officers Association, the New York State Association of Counties, the New York Association of Towns and the Association of School Business Officials.

In the annual rankings prepared by Thomson Financial Securities, Hodgson Russ is consistently ranked in the top 10 of all New York bond firms based on number of transactions closed. Hodgson Russ is also consistently ranked as the top-ranked major upstate law firm, based on the number of transactions closed.

Note further that our Albany Public Finance attorneys were recognized by U.S. News & World Report as a "Metropolitan Tier 1" group, the only upstate law firm with such designation in the City of Albany.

Lastly, Hodgson Russ is frequently recognized for excellence in the practice of law. A small selection of these honors include being listed in American Lawyer's "AmLaw 200" and the "A-List for Female Equity Partnership", The National Law Journal's "NLJ 500", Best Lawyers/U.S. News & World Report's "Best Law Firms" and "Best Lawyers in America", Chambers USA: America's Leading Lawyers for Business and Super Lawyers.

The Firm continues to invest in the development of our municipal finance practice. Attorneys in the Public Finance Group attend and participate in seminars held throughout the United States.

The following is a more detailed description of the Firm's public finance practice:

General Obligation Bonds: The group's general obligation practice is primarily in the State of New York, where we represent cities, counties, towns, villages, school districts and other special districts in their traditional borrowings under the New York Local Finance Law. Our practice ranges from rendering opinions for small school districts issuing bond anticipation notes to finance the purchase of school buses to municipalities issuing publicly sold bonds to finance multi-million dollar capital improvement projects.

Revenue Bonds: We regularly represent industrial development agencies across New York State. In addition, we have acted as bond counsel to a number of public authorities, including the Green Island Power Authority, the Albany Municipal Water Finance Authority, the Buffalo Municipal Water Finance Authority, the Albany Parking Authority and the Albany County Airport Authority in connection with the issuance of their bonds. We have also acted as bond counsel for several 63-20 financings.

We also act as bond counsel to two (2) state agencies in connection with their financings. We are bond counsel to the New York State Environmental Facilities Corporation and the New York State Dormitory Authority.

Tax Exempt Leases: Tax-exempt leasing is a relatively new financing mechanism available to New York State municipalities. Attorneys in our Public Finance Group have acted as

special tax counsel on many tax-exempt lease financings. Such financings have included counties, school districts and BOCES.

Experience with Underwriters: Attorneys in our Public Finance Group have had significant experience with many different underwriters. In addition, our Firm has been retained by a number of underwriters as their counsel with respect to particular municipal issues. Underwriters which have retained the Firm in this capacity include Jefferies LLC and Janney Montgomery Scott, LLC.

With regard to knowledge and experience of federal tax laws, rules and regulations, the attorneys in the Project Team have the support and back-up of the Firm's Tax Practice Group.

Experience in identifying and addressing issues arising under the New York Local Finance Law:

In light of the size and breadth of the Public Finance Group's governmental bond practice, attorneys in the group have extensive experience in identifying and addressing issues arising under the New York Finance Law.

For example, many of the city school districts that we represent have either exceeded or are close to exceeding their constitutional debt limit. Under the Local Finance Law, such city school districts may exceed their constitutional debt limit by following a special procedure. We are very experienced in guiding such school districts through such procedure.

Other examples involve clients that either on their own, or with incorrect advice from other law firms have, committed violations of the Local Finance Law. We have extensive experience in taking curative steps to address such violations, including drafting special legislation to remedy the violation. In connection with preparing such legislation, we typically confer with staff from both the Assembly and the Senate in completing the legislation.

Experience in state and federal finance programs that benefit municipalities:

Attorneys in the Public Finance Group have worked with many municipalities in structuring financings to include the U.S. Department of Agriculture (through Rural Development) and the New York State Environmental Facilities Corporation. Both entities provide a vehicle for municipalities to finance infrastructure projects at subsidized interest rates.

The state and federal finance programs provide significant assistance to municipalities by reducing the debt service costs of financing capital projects. However, these programs are also more complicated than typical general obligation bond finance and we would bring our experience with these programs to bear in our representation of Albany County.

We have also been heavily involved with a number of our municipal and industrial development agency clients in the New York State Consolidated Funding program, and in particular, the Governor's Upstate Revitalization Initiative. We have provided advice on eligible projects and permitted funding streams.

Experience in public offerings, letter of credit facilities and private placements, as well as securities laws generally:

Attorneys in the Public Finance Group have had extensive experience with a variety of financing structures. We regularly act as Bond Counsel for our industrial development agency clients on financings

structured as public underwritings or private placements (whether to a tax-exempt municipal fund or other financial institution) or a direct sale to a bank. We have also participated as Bond Counsel with a variety of security features, including letters of credits, standby bond purchase agreements, negative pledges, real estate and municipal bond insurance. In our capacity as Bond Counsel, we customarily address various securities law issues including adequacy of disclosure issues and review of 15c2-12 certificates and continuing disclosure agreements.

Experience in workouts and loan restructuring:

We have worked on many workouts and loan restructurings, as bank, bond, trustee and borrower counsel, involving traditional loans and public finance transactions, both in and outside of bankruptcy. We have not only drafted documents necessary to effect the modification of bond transactions, but also have been a critical player in effectuating the credit facility substitutions, redemptions and refundings that may become necessary in workouts and restructurings. In the context of debt modifications, we are familiar with addressing the potential issues related to re-issuances under the federal tax law.

Experience in general real estate transactions, leasing and real estate taxes:

We have represented clients in a wide range of real estate transactions involving such diverse projects as office buildings, shopping centers, industrial facilities and hydroelectric projects. We have represented clients from the first step of land acquisition, through financing of construction, and after construction is complete, in connection with leasing and other ongoing issues. We have experience in obtaining regulatory approvals and handling environmental issues. We represent both lessors and lessees in a wide range of lease transactions, from shopping malls to industrial warehouses, on a regular basis.

This experience includes representing, as lead counsel, Erie County, the owner of the Ralph C. Wilson Stadium (f/k/a Rich Stadium), in connection with the negotiation of a long term lease extension with the Buffalo Bills. This engagement, which spanned thirteen months, involved not only a protracted, multi-party private and public sector negotiation and the drafting of the lease and related documents, but also the negotiation, drafting and review of various financing, design and construction documents for the \$75 million renovation of the stadium required by the Bills as a condition to the lease extension.

We also have an extensive practice representing property owners and taxing jurisdictions in real property assessment disputes. Our representation has involved some of the largest commercial and industrial properties in the State, including large power plants, shopping malls, office complexes and high-rises, warehouses, numerous national chain stores, and industrial plants. From this practice, our general real estate practice and our representation of industrial development agencies, we have developed an extensive knowledge base in the area of real estate taxes.

Experience in environmental law and understanding of the Federal and State Environmental Quality Review Acts:

Attorneys in our Firm have extensive experience with all aspects of Federal and State environmental laws. During the course of our representation of our industrial development agency clients throughout New York State, we address, confront, review and resolve environmental issues on a daily basis. With regard to knowledge and experience of these areas, the attorneys in the Project Team would have the full support and back-up of the Firm's Environmental Practice Group.

Experience in monitoring relative legislative and regulatory developments in Albany and Washington:

We actively monitor state legislative developments, particularly as they relate to tax, economic incentive and industrial development agency issues. Attorneys in our public finance group were closely involved in working on legislation that resulted in changes in the IDA Act in 1993, 1997, 2015, 2018 and 2020. We regularly collaborate with the New York State Economic Development Council on the review and comment of pending legislation. With respect to tax law changes (including tax credit and incentive programs) included in the annual budget proposals, we monitor the annual budget negotiations. Following the passage of the state budget every year, we normally send out a "Clients and Friends" letter summarizing the tax changes contained in the budget bill. In the past our attorneys have frequently registered as lobbyists for New York clients with respect to New York tax, credit and incentive issues.

The Firm also conducts an active and varied legislative and regulatory practice in Albany, which includes advocacy before virtually every agency of the state executive branch, the New York Legislature, the Office of the State Comptroller, and the New York State Attorney General's office. As part of that practice, several Firm partners maintain close working relationships with the Governor, the Secretary and Counsel to the Governor, the Director of the Division of the Budget, numerous Executive Agency Commissioners and Counsels, the Speaker of the Assembly and the Majority Leader of the State Senate and their senior staff, and many other state and local appointed and elected officials.

Familiarity with the Federal Bankruptcy Code and Bankruptcy Court procedures:

The Attorneys in the firm's Litigation Practice Group regularly appear in Bankruptcy Court in all four Federal Districts in New York State. The practice group has four partners and seven associates who devote a substantial amount of their practice to Bankruptcy Law and are fully familiar with all aspects of the United States Bankruptcy Code, Bankruptcy Rules and local Bankruptcy Rules. Two partners in the firm are past-presidents of a local Bankruptcy Bar Association.

Familiarity with needs and limitations of public or quasi-public organizations:

Attorneys in our public finance group have extensive experience with public or quasi public organizations. Such experience includes drafting legislation in creating public organizations (e.g., water authorities, parking authorities and industrial development agencies). Other experience includes using not-for-profit corporations (such as local development corporations and economic development corporations) in various financing structures.

In connection with using local development corporations for economic development purposes, we obtained a private letter ruling from the IRS that supported a structure we created to provide for the issuance of federally tax-exempt bonds to finance projects for not-for-profit corporations. We are the only law firm to obtain such a ruling and the financing structure has resulted in the issuance of hundreds of millions of dollars of bonds to benefit the undertaking of capital projects for not-for-profit corporations.

We have used this structure with Albany County, resulting in the completion of significant projects for SUNY Poly (the "Zen Building").

General understanding of governmentally-induced economic development programs:

We have a general working knowledge of governmentally-induced economic development programs. We work with both local and state-wide administrative agencies on economic development issues. Examples include the State's Industrial Access Program and other grant programs for environmental and solid waste recovery projects. We are also familiar with the various programs available, and are familiar with the various income and franchise tax credits permitted under New York's Tax Law. Our attorneys have experience in credit and incentive maximization and requesting and obtaining grants for work force development and training, among other things

e. Provide at least two (2) references from similar projects including name, addresses and telephone numbers (Question 3.1.5)

See response to Question 3.2.3 below.

f. Provide any additional information that would distinguish your firm in its service to Albany County. (Question 3.1.6)

Attorneys in our public finance group consider ourselves the "go-to" attorneys in the Capital District for public finance matters. As noted in our response, we have the experience, the depth and the contacts to handle any public finance matter.

As an example supporting our view as "go-to" attorneys, we were recently retained by the Albany Port District Commission ("APDC") to work with them in connection with the development of the Albany Port. The APDC is working with major international wind developers to provide a supply chain of wind turbine facilities for installation off the shores of Long Island. The projects are part of the Governor's Green Deal program. We will be acting as bond counsel on projects that could exceed \$400 million in capital costs.

Another example is our work with the Capital District Regional Planning Commission over the past 5 years to develop a financing structure to provide for the financing of an approximately \$60 million project consisting of the construction of improvements to the sewer systems in six municipalities located in the Capital District. The project is described in a consent order entered into by the municipalities with the New York State Department of Environmental Conservation. More detail regarding this engagement is included in our list of transactions below.

No public finance practice can function without the back-up of a tax department. Since the late 1960's, the Federal government has taken a more active role in the regulation of tax-exempt obligations by restricting the types of municipal bonds entitled to tax-exempt status under the Internal Revenue Code. The amendments contained in the Tax Reform Act of 1986 and subsequent tax legislation continue this trend toward increased regulation of tax-exempt finance. A strong tax department is therefore a necessary component of any public finance practice. It follows that no description of our Public Finance Group and its capabilities is complete without a description of our firm's unique expertise in tax matters.

We have the largest tax department of any law firm between New York City and Chicago. The over 20 attorneys in the tax group of the Firm complement our Public Finance Group's practice by providing the depth of knowledge and experience necessary for resolving the more complex federal tax issues which arise in our public finance practice. The tax department at the Firm has been involved with a broad range of federal and state tax matters. Members of the tax department work closely with the Public Finance Group in the structuring of public finance transactions. The tax department has had a significant role in our structuring of transactions involving tax-exempt bonds and tax-exempt municipal leases.

We have had the opportunity to work with the County as Bond Counsel for the past several years. We would certainly welcome the opportunity to continue that relationship. Albany County is a significant and important client of the firm.

Our qualifications are summarized as follows:

General experience as bond counsel. Attorneys in our public finance group have acted as bond counsel to numerous bond issuers throughout New York State. We have rendered approving opinions on hundreds of millions of dollars of public financings in New York State. We have regularly been the top ranked major upstate law firm based on number of bond financings closed.

Specific Albany County finance experience. We have had the opportunity to act as bond counsel to Albany County on millions of dollars of financings since 2001. We have acted as bond counsel to the County on note financings, financings involving the New York State Environmental Facilities Corporation, refunding financings and serial bond financings.

Commitment to Project Finance. There are five (5) attorneys in the Albany office practicing exclusively in public finance, the largest group of public finance attorneys in the City of Albany. Our public finance attorneys regularly attend and lecture at conferences held by the New York State Economic Development Council, the Municipal Law Section of the New York State Bar Association and the National Association of Bond Lawyers. Further, unlike many firms, both local and national, we have hired young associate attorneys and paralegals in connection with the development of our public finance practice. Our public finance group has increased in size over the past five years.

General Capital District Finance Experience. We are periodically contacted by officials of Albany County, the City of Albany, the Albany County Industrial Development Agency, the City of Albany Industrial Development Agency, the Albany County Airport Authority, the Albany Parking Authority and the Albany Municipal Finance Water Authority to render advice or provide services on a variety of general finance issues and questions.

Commitment to the County. The firm is committed to our location in downtown Albany. Our office space is located in the 677 Broadway office building.

The combination of our general expertise as bond counsel, specific and general experience with Albany County, commitment to public finance and our location in downtown Albany distinguishes our response from any other law firm. In addition, as described in our response, we have created a project team to ensure that the legal needs of Albany County are met professionally and responsively.

g. Include a completed "Vendor Responsibility Questionnaire" (Attachment C). (Question 3.1.7)

See Attachment C.

SECTION III. EXPERIENCE AND REFERENCES

LIST OF ALL GENERAL OBLIGATION BOND FINANCINGS
FOR THE LAST THREE YEARS (Question 3.2.1)

a. Provide a listing of all general obligation bond financings in New York State in which your firm has served as bond counsel during the last three (3) years. Please indicate the name, date and the amount of the issue. The listing should be grouped by size of issues in the following categories:

- \$ 0 - \$ 1 Million
- \$ 1 Million - \$ 9,999 Million
- \$ 10 Million - \$ 49,999 Million
- \$ 50 Million +

Attached please find a list of general obligation bond financings where Hodgson Russ has acted as Bond Counsel during the last three years. The financings have been grouped by size of issue in accordance with the County's Request for Proposals.

S 0 - \$ 1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
7/19/2019	Town of Brant	Bond Anticipation Note, 2019	\$13,000
11/6/2019	Village of Granville	Bond Anticipation Renewal Note, Series 2019GB	\$18,000
10/18/2019	Town of Andes	Bond Anticipation Renewal Note, Series 2019B	\$21,842
11/6/2019	Village of Granville	Bond Anticipation Renewal Note, Series 2019A	\$22,050
6/26/2019	Town of Herkimer	Bond Anticipation Renewal Note, Series 2019C	\$24,000
7/20/2018	Town of Brant	Bond Anticipation Note, 2018	\$26,000
11/7/2018	Village of Granville	Bond Anticipation Renewal Note, Series 2018B	\$27,000
11/7/2018	Village of Granville	Bond Anticipation Renewal Note, Series 2018A	\$29,400
5/4/2017	Town of Herkimer	Bond Anticipation Renewal Note, Series 2017A	\$33,600
7/19/2019	Town of Andes	Bond Anticipation Renewal Note, Series 2019A	\$35,618
11/8/2017	Village of Granville	Bond Anticipation Renewal Note, Series 2017B	\$36,000
6/27/2018	Town of Herkimer	Bond Anticipation Renewal Note, Series 2018C	\$36,000
11/8/2017	Village of Granville	Bond Anticipation Note, Series 2017A	\$36,750
3/6/2020	Town of Gaines	Bond Anticipation Note, 2020	\$38,360
7/21/2017	Town of Brant	Bond Anticipation Note, 2017	\$39,000
11/20/2018	Town of Olive	Bond Anticipation Renewal Note, Series 2018A	\$42,380
3/8/2019	Town of Gaines	Bond Anticipation Note, 2019	\$42,687
10/19/2018	Town of Andes	Bond Anticipation Renewal Note, Series 2018B	\$43,684
5/14/2019	Town of Herkimer	Bond Anticipation Renewal Note, Series 2019B	\$45,000
3/9/2018	Town of Gaines	Bond Anticipation Note, 2018	\$47,014
6/28/2017	Town of Herkimer	Bond Anticipation Renewal Note, Series 2017C	\$48,000
5/24/2017	Village of Granville	Tax Anticipation Note, Series 2017A	\$50,000
3/9/2017	Town of Gaines	Bond Anticipation Note, 2017	\$51,341
11/21/2017	Town of Olive	Bond Anticipation Note, Series 2017	\$52,380
9/26/2019	Town of Bovina	Bond Anticipation Renewal Note, Series 2019A	\$56,250
5/15/2018	Town of Herkimer	Bond Anticipation Renewal Note, Series 2018B	\$60,000
5/30/2019	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2019 Series A	\$60,000
1/26/2017	Village of Schoharie	Environmental Facilities Corporation Drinking Water Statutory Installment Bond - 2017	\$65,276
6/25/2020	Town of Westfield	Rural Development General Obligation Statutory Installment Bond, 2020 Series B	\$67,000
12/11/2018	Town of Franklinville	General Obligation Statutory Installment Bonds, 2018A	\$69,210
7/19/2018	Town of Andes	Bond Anticipation Renewal Note, Series 2018A	\$71,235.79
11/1/2017	Town of Herkimer	Bond Anticipation Renewal Note, Series 2017D	\$73,000
5/16/2017	Town of Herkimer	Bond Anticipation Note, Series 2017B	\$75,000
12/12/2017	Town of Franklinville	Bond Anticipation Note, 2017	\$75,000
9/27/2018	Town of Bovina	Bond Anticipation Renewal Note, Series 2018A	\$75,000
3/6/2020	Town of Herkimer	Bond Anticipation Renewal Note, Series 2020A	\$81,730
6/28/2019	Attica Central School District	Bond Anticipation Note, 2019	\$81,837
10/6/2017	Village of Medina	Bond Anticipation Note, 2017	\$85,000
7/12/2019	Town of Niagara	Bond Anticipation Note, 2019A	\$85,600
6/15/2018	Town of Ridgeway	Bond Anticipation Note, 2018	\$90,000
6/16/2017	Town of Ridgeway	Bond Anticipation Note, 2017	\$95,000
4/18/2019	Village of Palatine Bridge, New York	General Obligation (Statutory Installment) Bond, 2019	\$100,000
12/20/2018	Town of Alexander	Bond Anticipation Note, 2018A	\$105,000
9/27/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019E	\$105,080
2/20/2020	Town of Bethany	Bond Anticipation Note, 2020	\$106,000
7/12/2018	Town of Niagara	Bond Anticipation Note, 2018	\$107,000

\$ 0 - \$ 1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
3/29/2019	Village of Green Island, New York	Bond Anticipation Renewal Note, Series 2019B	\$108,131
7/21/2017	Town of Andes	Bond Anticipation Renewal Note, Series 2017A	\$108,657
3/8/2019	Town of Herkimer	Bond Anticipation Renewal Note, Series 2019A	\$108,974
12/6/2019	Town of Herkimer	Bond Anticipation Renewal Note, Series 2019D	\$110,289
9/28/2018	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2018E	\$111,740
3/13/2019	Town of Wellsville	Public Improvement Serial Bonds, 2019	\$117,116
9/29/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017C	\$118,400
1/22/2019	Town of Hoosick	Bond Anticipation Renewal Note, Series 2019A	\$130,000
10/2/2020	Village of Medina	Bond Anticipation Note, 2020	\$135,000
3/9/2018	Town of Herkimer	Bond Anticipation Note, Series 2018A	\$136,217
9/26/2019	Attica Central School District	Bond Anticipation Note, 2019A	\$137,453
12/7/2018	Town of Herkimer	Bond Anticipation Note, Series 2018D	\$137,861
6/13/2018	Town of New Lisbon	General Obligation (Statutory Installment) Bond, 2018	\$140,000
3/30/2018	Village of Green Island	Bond Anticipation Note, Series 2018B	\$144,175
4/4/2018	Village of Elba	Bond Anticipation Note, 2018	\$150,000
4/23/2018	Rexford Fire District	Fire District (Statutory Installment) Bond, 2018	\$150,000
11/14/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019F	\$155,000
2/2/2017	Town of Dunkirk	Bond Anticipation Note, 2017	\$160,000
7/17/2018	Village of Arcade	Public Improvement Serial Bonds, 2018	\$160,000
9/22/2020	Town of Lancaster	Bond Anticipation Note, 2020A	\$160,000
9/25/2020	Attica Central School District	Bond Anticipation Note, 2020A	\$160,000
9/24/2019	Village of Elba	Public Improvement Serial Bonds, 2019	\$163,000
3/4/2020	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2020A	\$168,000
12/18/2019	Town of Oakfield	Public Improvement Serial Bonds, 2019A	\$168,500
12/6/2017	Town of Canadea	Statutory Installment Bond, 2017	\$169,000
12/27/2018	Town of Oakfield	Bond Anticipation Note, 2018A	\$170,500
3/5/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019B	\$180,000
11/6/2018	Town of Aurora	Serial Bonds, 2018	\$181,000
9/12/2019	Town of Batavia	Public Improvement Serial Bonds 2019	\$182,000
3/6/2018	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2018B	\$192,000
6/27/2019	Jefferson Fire District	Bond Anticipation Note, 2019	\$200,000
8/20/2019	Pleasantdale Fire District No. 5 in the Town of Schaghticoke	Fire District (Serial) Bonds, 2019	\$200,000
8/18/2020	Village of Bergen	Bond Anticipation Note, 2020A	\$200,000
12/28/2017	Town of Oakfield	Bond Anticipation Note, 2017B	\$205,500
2/21/2019	Town of Bethany	Bond Anticipation Note, 2019	\$208,000
6/25/2020	Town of Westfield	Rural Development General Obligation Statutory Installment Bond, 2020 Series A	\$212,000
8/8/2018	West Valley Central School District	Bond Anticipation Note, 2018	\$213,502
10/4/2019	Village of Medina	Bond Anticipation Note, 2019A	\$214,000
5/25/2017	Town of Kendall	Bond Anticipation Note, 2017A	\$215,000
10/6/2017	Village of Medina	Serial Bonds, 2017A	\$215,000
11/16/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017F	\$220,500
8/29/2019	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2019 Series D	\$221,890
11/28/2018	Village of Watkins Glen	Bond Anticipation Note, 2018A	\$224,000
11/29/2017	Village of Watkins Glen	Bond Anticipation Note, 2017A	\$227,500
1/23/2018	Town of Hoosick	Bond Anticipation Renewal Note, Series 2018A	\$230,000
10/5/2018	Village of Medina	Bond Anticipation Note, 2018	\$230,000
5/28/2020	Village of Wellsville	Bond Anticipation Note, 2020	\$231,000
9/13/2018	Town of Batavia	Bond Anticipation Note, 2018A	\$234,120

S 0 - \$ 1 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
10/10/2019	Town of Oakfield	Statutory Installment Bond, 2019	\$236,000	
3/27/2018	Town of Alexander	Bond Anticipation Note, 2018	\$243,000	
3/26/2019	Town of Alexander	Statutory Installment Bond, 2019	\$243,000	
3/14/2018	Town of Wellsville	Bond Anticipation Note, 2018	\$245,000	
2/1/2017	Town of Alexander	Public Improvement Serial Bonds, 2017	\$250,000	
3/15/2017	Town of Wellsville	Bond Anticipation Note, 2017	\$250,000	
5/29/2018	Village of Westfield	Bond Anticipation Note, 2018	\$250,000	
4/19/2019	Mellenville Fire District	Fire District (Serial) Bonds, 2019	\$250,000	
7/22/2020	City of Olean	Public Improvement Serial Bonds, 2020 (Federally Taxable)	\$250,000	
9/22/2017	Town of Ridgeway	Bond Anticipation Note, 2017A	\$254,800	
5/27/2020	Village of Westfield	Bond Anticipation Note, 2020	\$260,000	
3/21/2019	Town of North Collins	Environmental Facility Corporation Drinking Water Facility Note - 2019A	270,000	
8/15/2019	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2019 Series C (Renewals)	\$270,000	
3/8/2018	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2018	\$274,760	
4/18/2018	Town of Yates	Public Improvement Serial Bonds, 2018	\$275,000	
9/28/2017	Pine Valley Central School District	Bond Anticipation Note, 2017	\$278,350	
11/13/2019	Town of Westfield	Bond Anticipation Note, 2019	\$279,000	
3/9/2017	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2017	\$279,165	
4/1/2019	Town of Kendall	Public Improvement Serial Bonds, 2019	\$280,000	
3/22/2017	Town of Westfield	Bond Anticipation Note, 2017	\$282,000	
3/21/2018	Town of Westfield	Bond Anticipation Note, 2018	\$282,000	
9/21/2018	Town of Westfield	General Obligation Statutory Installment Bonds, 2018	\$282,000	
9/14/2017	Town of Batavia	Bond Anticipation Note, 2017A	\$287,220	
12/13/2019	Village of Burdett	Statutory Installment Bond, 2019 SERIES B (Rural Development)	\$288,000	
8/20/2020	Town of Kendall	Bond Anticipation Note, 2020A	\$288,000	
3/7/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017A	\$288,440	
5/28/2019	Village of Westfield	Bond Anticipation Note, 2019	\$290,000	
9/16/2020	Village of Middleburgh	Bond Anticipation Renewal Note, Series 2020A	\$292,308	
9/18/2018	Village of Middleburgh	Bond Anticipation Note, Series 2018A	\$300,000	
1/22/2019	Town of Hoosick	Bond Anticipation Note, Series 2019B	\$300,000	
5/20/2019	Jefferson Fire District	Fire District (Serial) Bonds, 2019	\$300,000	
6/6/2019	Greenport Fire District	Fire District (Serial) Bonds, 2019	\$300,000	
9/17/2019	Village of Middleburgh	Bond Anticipation Renewal Note, Series 2019A	\$300,000	
1/21/2020	Town of Hoosick	Bond Anticipation Renewal Note, Series 2020A	\$300,000	
8/7/2020	Village of Green Island	Bond Anticipation Note, Series 2020A	\$300,000	
6/10/2020	Town of Ridgeway	General Obligation Statutory Installment Bond, 2020	\$305,000	
2/22/2018	Town of Bethany	Bond Anticipation Note, 2018	\$310,000	
1/16/2020	Village of Bergen	Bond Anticipation Note, 2020	\$310,000	
1/17/2019	Village of Bergen	Bond Anticipation Note, 2019	\$320,000	
6/13/2019	Town of Ridgeway	Bond Anticipation Note, 2019	\$320,000	
1/19/2017	Village of Bergen	Bond Anticipation Note, 2017	\$325,000	
1/18/2018	Village of Bergen	Bond Anticipation Note, 2018	\$325,000	
8/12/2020	Village of Holley	Bond Anticipation Note, 2020	\$325,000	
1/24/2017	Town of Hoosick	Bond Anticipation Renewal Note, Series 2017	\$330,000	

\$ 0 - \$ 1 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
11/26/2019	Town of Ridgeway	Bond Anticipation Note, 2019A	\$334,000	
9/18/2020	Town of Ridgeway	Rural Development General Obligation Statutory Installment Bond, 2020	\$334,000	
4/2/2018	Town of Kendall	Bond Anticipation Note, 2018	\$335,000	
11/19/2018	Town of Kendall	General Obligation Statutory Installment Bonds, 2018	\$335,000	
7/8/2020	Clymer Central School District	Bond Anticipation Note, 2020	\$335,000	
9/21/2018	Town of Ridgeway	Bond Anticipation Note, 2018A	\$335,300	
9/27/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019D	\$340,000	
10/16/2019	Glenville Fire District No. 7	Fire District (Statutory Installment) Bond, 2019	\$350,000	
10/24/2019	Town of Fort Edward	General Obligation (Statutory Installment) Bond, 2019	\$350,000	
7/13/2017	Clymer Central School District	School District Serial Bonds, 2017	\$355,000	
8/17/2018	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2018 Series B	\$355,000	
9/28/2018	Town of Rotterdam	Bond Anticipation Note, Series 2018D	\$360,000	
5/14/2020	Village of Brocton	Public Improvement Refunding Serial Bonds, 2020	\$363,500	
11/2/2018	Town of Niagara	Bond Anticipation Note, 2018B	\$375,000	
8/3/2017	Town of Aurora	Serial Bonds, 2017	\$380,000	
2/21/2018	Village of Silver Creek	Bond Anticipation Note, 2018	\$400,000	
8/21/2018	Village of Alexander	Bond Anticipation Note, 2018	\$400,000	
1/11/2019	Berne Fire District	Fire District (Serial) Bonds, 2019	\$400,000	
8/13/2020	South Schodack Fire District	Fire District (Serial) Bonds, 2020	\$400,000	
5/14/2020	Town of Portland	Bond Anticipation Note, 2020	\$400,000	
2/23/2017	Town of Bethany	Bond Anticipation Note	\$411,000	
9/25/2020	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2020A	\$418,420	
6/25/2019	Yorkshire-Pioneer Central School District	School District Serial Bonds, 2019	\$420,000	
5/26/2020	Village of Medina	Public Improvement Serial Bonds, 2020	\$420,000	
5/30/2018	Village of Watkins Glen	Bond Anticipation Note, 2018	\$425,000	
9/9/2020	Town of Carrollton	Bond Anticipation Note, 2020	\$430,000	
9/11/2018	Town of Carrollton	Bond Anticipation Note, 2018	\$434,000	
9/10/2019	Town of Carrollton	Bond Anticipation Note, 2019	\$434,000	
5/10/2018	Town of Niagara	Serial Bonds, 2018	\$435,000	
4/19/2017	Town of Yates	Bond Anticipation Note, 2017	\$440,000	
1/29/2020	Brocton Central School District	Bond Anticipation Note, 2020	\$441,000	
5/28/2020	Town of Bethany	Bond Anticipation Note, 2020A	\$448,000	
11/9/2018	Village of South Dayton	Bond Anticipation Note, 2018	\$450,000	
11/8/2019	Village of South Dayton	Bond Anticipation Note, 2019	\$450,000	
4/10/2018	Town of Oakfield	Statutory Installment Bond, 2018	\$465,000	
9/4/2019	Iroquois Central School District	School District Serial Bonds, 2019	\$465,000	
12/19/2019	Village of Medina	Bond Anticipation Note, 2019B	\$465,000	
4/2/2018	Town of Kendall	Bond Anticipation Note, 2018 Series B	\$468,000	
1/25/2018	Pleasantdale Fire District	Bond Anticipation Notes, 2018	\$475,000	
1/25/2019	Pleasantdale Fire District	Bond Anticipation Renewal Note, Series 2019A	\$475,000	
2/5/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019A	\$475,000	
5/12/2017	Town of Pittstown	General Obligation (Statutory Installment) Bond, 2017	\$480,000	
9/22/2017	Town of Knox	General Obligation (Statutory Installment) Bond, 2017	\$480,000	
7/13/2017	Clymer Central School District	Bond Anticipation Note, 2017	\$492,800	
7/6/2017	East Aurora Union Free School District	Bond Anticipation Note, 2017	\$494,144	

\$ 0 - \$ 1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
5/2/2019	Town of Newfane	Public Improvement Serial Bonds, 2019	\$495,000
9/22/2017	Village of Fleischmanns	Bond Anticipation Renewal Note, Series 2017A	\$500,000
11/16/2017	Village of Arcade	Bond Anticipation Note, 2017	\$500,000
2/6/2018	Town of Rotterdam	Bond Anticipation Note, Series 2018A	\$500,000
6/14/2018	City of Olean	Serial Bonds, 2018	\$500,000
11/15/2018	Village of Arcade	Bond Anticipation Note, 2018	\$500,000
3/22/2019	Rotterdam Fire District #2	General Obligation (Statutory Installment) Bond, 2019	\$500,000
8/28/2020	Village of Granville	Bond Anticipation Note, Series 2020A	\$500,000
7/29/2020	Village of Waverly	Bond Anticipation Note, 2020	\$500,000
8/19/2020	Oakfield-Alabama Central School District	Bond Anticipation Note, 2020	\$500,000
7/16/2020	Ripley Central School District	Bond Anticipation Note, 2020	\$507,500
7/11/2019	Clymer Central School District	Bond Anticipation Note, 2019	\$512,000
6/17/2020	Belfast Central School District	Dormitory Authority of the State of New York Revenue Bond Financing, 2020	\$515,000
1/26/2017	Village of Schoharie	Environmental Facilities Corporation Clean Water Statutory Installment Bond - 2017	\$517,928
5/29/2019	Village of Watkins Glen	Bond Anticipation Note, 2019	\$520,000
7/21/2017	Town of Niagara	Bond Anticipation Note, 2017A	\$522,000
7/18/2019	Ripley Central School District	Bond Anticipation Note, 2019	\$527,000
6/8/2017	Village of Marathon	Public Improvement Serial Bonds, 2017	\$530,000
10/21/2020	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2020D	\$538,000
9/4/2019	Town of Milo	Public Improvement Refunding Serial Bonds, 2019	\$546,500
6/18/2020	City School District of the City of Tonawanda	Bond Anticipation Note, 2020	\$549,766
9/10/2020	Iroquois Central School District	School District Serial Bonds, 2020	\$555,000
8/25/2017	Iroquois Central School District	Serial Bonds, 2017	\$565,000
9/6/2017	Scotia-Glenville Central School District	School District (Serial) Bonds, 2017	\$565,000
5/3/2018	Town of Newfane	Bond Anticipation Note, 2018	\$576,000
10/22/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019E	\$576,000
6/3/2020	Town of Dunkirk	Rural Development General Obligation Statutory Installment Bond, 2020	\$577,000
6/13/2018	Town of Dunkirk	Bond Anticipation Note, 2018A	\$587,000
6/11/2019	Town of Dunkirk	Bond Anticipation Note, 2019A	\$587,000
3/27/2020	Town of Portland	Rural Development General Obligation Statutory Installment Bond, 2020	\$594,000
7/20/2017	Ripley Central School District	Bond Anticipation Note, 2017A	\$595,172
8/21/2019	Oakfield-Alabama Central School District	Bond Anticipation Note, 2019	\$595,500
6/11/2020	Cassadaga Valley Central School District	Bond Anticipation Note, 2020	\$595,600
8/2/2017	Belfast Central School District	Bond Anticipation Note, 2017A	\$599,144
11/3/2017	Village of Cobleskill	Bond Anticipation Note, Series 2017A	\$600,000
7/12/2017	Town of Barre	Bond Anticipation Note, 2017	\$604,000
6/27/2018	Town of Barre	General Obligation Statutory Installment Bonds, 2018	\$604,000
7/12/2018	Clymer Central School District	Bond Anticipation Note, 2018	\$610,123
10/23/2018	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2018F	\$624,000
4/3/2017	Town of Kendall	Bond Anticipation Note, 2017	\$625,000
4/27/2017	Elmwood Park Fire District	Fire District Refunding (Serial) Bonds, 2017	\$630,000
7/19/2018	Ripley Central School District	Bond Anticipation Note, 2018	\$630,000

S 0 - \$ 1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
8/13/2020	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2020 Series B	\$634,754
8/2/2018	Bemus Point Central School District	Bond Anticipation Note, 2018	\$637,000
7/12/2018	Town of Colonie	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$640,000
10/11/2018	Albany Municipal Water Finance Authority	Second Resolution Notes (Albany and Colonie Water System Interconnect Project - EFC), Series 2018C	\$640,000
7/31/2017	Rexford Fire District	Fire District Refunding (Statutory Installment) Bond, 2017	\$640,122
5/4/2017	Town of Newfane	Bond Anticipation Note, 2017	\$651,000
10/10/2019	Village of Depew	Environmental Facilities Corporation Clean Water Statutory Installment Bond - 2019	\$654,087
3/29/2019	Village of Green Island, New York	Bond Anticipation Renewal Note, Series 2019A	\$660,000
8/1/2019	Bemus Point Central School District	Bond Anticipation Note, 2019	\$665,000
8/3/2017	Bemus Point Central School District	Bond Anticipation Note, 2017	\$666,000
3/22/2017	Town of Oakfield	Statutory Installment Bond, 2017	\$666,931
8/12/2020	Town of Corning	Bond Anticipation Note, 2020A	\$670,294
10/24/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017D	\$672,000
8/24/2018	Iroquois Central School District	Serial Bonds, 2018	\$675,000
8/16/2018	Town of Herkimer	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$680,000
5/12/2020	Village of Arcade	Bond Anticipation Note, 2020	\$681,000
11/8/2018	Town of Stark	Environmental Facilities Corporation Drinking Water Facility Note - 2018	\$694,897
6/7/2018	Waverly Barton Fire District	General Obligation (Statutory Installment) Bond, 2018	\$700,000
8/14/2020	Olean Urban Renewal Agency	Bond Anticipation Note, Series 2020 (Federally Taxable)	\$700,000
11/26/2019	Village of Watkins Glen	Public Improvements Serial Bonds, 2019	\$705,000
4/2/2020	Town of Barre	Bond Anticipation Note, 2020	\$708,000
10/26/2018	Town of Batavia	General Obligation Statutory Installment Bonds, 2018	\$710,000
7/30/2020	Bemus Point Central School District	Bond Anticipation Note, 2020	\$717,000
3/21/2019	Town of Castile	Public Improvement Serial Bonds, 2019	\$718,000
7/10/2019	Village of Mayville	Public Improvement Serial Bonds, 2019	\$725,000
3/30/2018	Village of Green Island	Bond Anticipation Renewal Note, Series 2018A	\$730,000
3/27/2018	Town of Castile	Bond Anticipation Note, 2018	\$742,000
2/8/2018	Village of Medina	Environmental Facilities Corporation Clean Water Facility Statutory Installment Bond - 2018	\$742,351
7/12/2018	Village of Williamsville	Public Improvement Serial Bonds, 2018	\$744,000
5/16/2019	Village of Speculator, Hamilton County, New York	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$748,753
8/23/2017	Oakfield-Alabama Central School District	Bond Anticipation Note, 2017A	\$750,775
1/30/2019	Town of Dunkirk	Bond Anticipation Note, 2019	\$771,000
2/1/2018	Town of Dunkirk	Bond Anticipation Note, 2018	\$772,000
6/19/2018	Town of Bethany	Bond Anticipation Note, 2018	\$785,000
4/25/2019	Town of Bethany	Statutory Installment Bond, 2019	\$785,000
8/3/2017	Orchard Park Central School District	School District Serial Bonds, 2017	\$790,000
9/19/2019	Village of Arcade	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$790,500

\$0 - \$1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
7/6/2018	Orchard Park Central School District	Bond Anticipation Note, 2018	\$792,000
5/16/2020	Town of Portland	Bond Anticipation Note, 2019	\$794,000
8/12/2020	Orchard Park Central School District	School District Serial Bonds, 2020	\$794,000
7/12/2017	Village of Williamsville	Bond Anticipation Note, 2017	\$799,000
8/24/2017	Akron Central School District	Bond Anticipation Note, 2017	\$799,635
3/31/2017	Village of Green Island	Bond Anticipation Renewal Note, Series 2017A	\$800,000
6/13/2017	Little Flower Union Free School District	Revenue Anticipation Note, 2017	\$800,000
1/16/2019	Chautauqua Utility District	Bond Anticipation Note, 2019	\$800,000
8/28/2019	Town of North Harmony	Bond Anticipation Note, 2019	\$800,000
9/27/2019	Hurley Fire District	Fire District (Serial) Bonds, 2019	\$800,000
11/26/2019	Village of Lewiston	Bond Anticipation Note, 2019	\$800,000
1/14/2020	Chautauqua Utility District	Bond Anticipation Note, 2020	\$800,000
1/22/2020	Town of Corning	Bond Anticipation Note, 2020	\$804,650
3/27/2019	Village of Holley	Refunding Serial Bonds, 2019	\$808,500
1/23/2019	Town of Corning	Bond Anticipation Note, 2019	\$824,600
9/27/2018	Village of Fonda	Environmental Facilities Corporation Clean Water Facility Note - 2018 A	\$825,000
8/22/2018	Oakfield-Alabama Central School District	Bond Anticipation Note, 2018	\$826,000
1/25/2017	Town of Corning	Bond Anticipation Note, 2017	\$831,550
5/21/2020	Town of Kendall	Bond Anticipation Note, 2020	\$840,000
8/13/2020	Holley Central School District	Bond Anticipation Note, 2020	\$840,400
4/11/2017	Town of Oakfield	Bond Anticipation Note, 2017A	\$844,000
8/14/2019	Holley Central School District	Bond Anticipation Note, 2019	\$845,000
6/4/2020	City of Tonawanda	Public Improvement Serial Bonds, 2020	\$848,000
6/10/2020	Clarence Fire District	General Obligation Serial Bonds, 2020	\$850,000
1/24/2018	Town of Corning	Bond Anticipation Note, 2018	\$863,550
12/14/2017	Albany Municipal Water Finance Authority	Second Resolution Notes (Upper Washington Corridor Water Project - Environmental Facilities Corporation), Series 2017D	\$874,140
1/29/2020	Town of Dunkirk	Bond Anticipation Note, 2020	\$882,000
8/15/2017	Frontier Central School District	Bond Anticipation Note, 2017	\$883,701
5/12/2019	Clarence Fire District	Bond Anticipation Note, 2019	\$900,000
8/13/2020	City of Cohoes	Public Improvement (Serial) Bonds, 2020	\$900,000
8/21/2020	Village of Green Island	Bond Anticipation Note, Series 2020B	\$900,000
8/23/2018	Akron Central School District	Bond Anticipation Note, 2018	\$908,144
8/15/2019	City of Cohoes	Bond Anticipation Notes, 2019 (Renewals)	\$920,000
2/14/2019	Town of Oakfield	Bond Anticipation Note, 2019	\$927,000
6/27/2018	East Aurora Union Free School District	Bond Anticipation Note, 2018	\$939,874
8/16/2018	City of Cohoes	Bond Anticipation Renewal Note, Series 2018B	\$940,000
7/30/2019	Clarence Central School District	Bond Anticipation Note, 2019	\$940,000
8/7/2018	Village of Silver Creek	Bond Anticipation Note, 2018A	\$952,700
8/15/2018	Holley Central School District	Bond Anticipation Note, 2018	\$956,914
10/1/2020	City of Cohoes	Environmental Facilities Corporation Clean Water Facility Note - 2020	\$959,000
8/17/2017	City of Cohoes	Bond Anticipation Renewal Note, Series 2017B	\$960,000
6/13/2019	Cassadaga Valley Central School District	Bond Anticipation Note, 2019	\$968,000
6/7/2018	City of Tonawanda	Serial Bonds, 2018	\$975,000
8/16/2017	Holley Central School District	Bond Anticipation Note, 2017A	\$978,600
6/15/2017	Cassadaga Valley Central School District	Bond Anticipation Note, 2017	\$994,667

\$0 - \$1 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
6/1/2017	Village of Westfield	Bond Anticipation Note, 2017	\$995,000
9/20/2017	Cheektowaga Central School District	Tax Anticipation Note, 2017	\$995,000
12/17/2019	Town of Alexander	Bond Anticipation Note, 2019	\$995,000
3/28/2017	Town of Castile	Bond Anticipation Note, 2017	\$997,000
7/11/2018	Village of Mayville	Bond Anticipation Note, 2018	\$998,000
9/5/2017	Town of Oakfield	Serial Bonds, 2017	\$999,000
5/22/2018	Village of Burdett	Bond Anticipation Note, 2018	\$999,000
8/22/2019	Akron Central School District	Bond Anticipation Note, 2019	\$999,757

S 1 Million - \$ 9,999 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
6/28/2017	City School District of the City of Elmira	Bond Anticipation Notes, 2017 (Renewals)	\$1,000,000	
3/3/2017	Town of New Scotland	Bond Anticipation Renewal Note, Series 2017A	\$1,013,600	
6/14/2018	Cassadaga Valley Central School District	Bond Anticipation Note, 2018	\$1,073,050	
11/29/2018	Village of Schoharie	Environmental Facilities Corporation Drinking Water Facility Note - 2018	\$1,100,000	
8/29/2019	Cheekowaga Central School District	Tax Anticipation Note, 2019	\$1,100,000	
3/21/2019	Town of Oakfield	Bond Anticipation Note, 2019	\$1,115,000	
2/21/2019	Town of Broadalbin	Bond Anticipation Notes, 2019 (Renewals)	\$1,125,000	
11/9/2017	Village of Silver Creek	Environmental Facilities Corporation Clean Water Statutory Installment Bond, 2017C (Leveraged Financing)	\$1,131,720	
6/22/2017	City of Cohoes	Bond Anticipation Notes, Series 2017	\$1,200,000	
6/13/2018	Clarence Fire District	Bond Anticipation Note, 2018	\$1,200,000	
6/21/2018	City of Cohoes	Bond Anticipation Notes, 2018 (Renewals)	\$1,200,000	
6/26/2019	East Aurora Union Free School District	School District Serial Bonds, 2019	\$1,210,000	
6/27/2019	Randolph Academy Union Free School District	Revenue Anticipation Note, 2019	\$1,210,000	
5/10/2018	Village of Westfield	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$1,235,200	
3/21/2019	Village of Holley	Environmental Facility Corporation Drinking Water Facility Note - 2019A	\$1,246,000	
3/14/2019	Town of Ashford	Environmental Facilities Corporation Drinking Water Statutory Installment Bond - 2019	\$1,246,890	
7/24/2018	City of Olean	Bond Anticipation Note, 2018	\$1,250,000	
9/20/2018	Amherst Central School District	Bond Anticipation Note, 2018A	\$1,250,000	
7/23/2019	City of Olean	Bond Anticipation Note, 2019 (Federally Taxable)	\$1,250,000	
5/8/2017	City School District of the City of Tonawanda	Energy Performance Contract, 2017	\$1,257,748	
8/23/2018	Town of Woodhull	Amended Environmental Facilities Corporation Clean Water Facility Note - 2013A	\$1,271,721	
11/30/2017	Village of Depew	Environmental Facilities Corporation Clean Water Facility Note-2017A	\$1,275,000	
3/14/2019	Village of Scotia	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$1,275,000	
7/25/2019	City of Dunkirk	Serial Bonds, 2019	\$1,281,636	
3/2/2018	Town of New Scotland	Bond Anticipation Note, Series 2018A	\$1,283,040	
12/19/2018	Village of Williamsville	Serial Bonds, 2018A	\$1,292,000	
2/22/2018	Town of Broadalbin	Bond Anticipation Notes, 2018 (Renewals)	\$1,300,000	
6/20/2018	Lewiston-Porter Central School District	Bond Anticipation Note, 2018	\$1,300,000	
4/20/2017	Village of Cobleskill	Environmental Facilities Corporation Drinking Water Facility Note - 2017A	\$1,300,200	
11/20/2019	Allegany Joint Fire District	Fire District Refunding Serial Bonds, 2019	\$1,330,000	
8/3/2017	Scotia-Glenville Central School District	Energy Performance Contract, 2017	\$1,338,271	

\\$ 1 Million - \\$ 9,999 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
11/19/2019	Village of Silver Creek	Bond Anticipation Note, 2019A	\$1,342,700	
3/1/2019	Town of New Scotland	Bond Anticipation Note, Series 2019A	\$1,345,230	
9/18/2019	City of Olean	Bond Anticipation Note, 2019A	\$1,350,000	
2/20/2019	Village of Silver Creek	Bond Anticipation Note, 2019	\$1,352,700	
7/6/2017	Orchard Park Central School District	Bond Anticipation Note, 2017	\$1,387,735	
6/20/2019	Brighton Fire District	Bond Anticipation Note, 2019	\$1,400,000	
4/14/2017	Johnsonville Fire District	Fire District Refunding (Serial) Bonds, 2017	\$1,410,000	
9/27/2018	Village of Fonda	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$1,441,729	
6/7/2018	Village of Depew	Environmental Facilities Corporation Clean Water Facility Note - 2018A	\$1,445,000	
11/6/2019	Village of Williamsville	Public Improvement Refunding Serial Bonds, 2019	\$1,445,000	
5/10/2018	Town of Niagara	Bond Anticipation Note, 2018	\$1,455,695	
6/28/2018	Ripley Central School District	Bond Anticipation Note, 2018	\$1,485,000	
8/24/2017	Village of Watkins Glen	General Obligation Statutory Installment Bond, 2017	\$1,495,000	
6/14/2017	Clarence Fire District	Bond Anticipation Note, 2017	\$1,500,000	
4/26/2019	Town of Ballston	Bond Anticipation Note, Series 2019A	\$1,500,000	
7/18/2019	Cherry Valley-Springfield Central School District	Bond Anticipation Notes, 2019 Series B	\$1,500,000	
10/17/2019	Village of Alfred	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$1,509,000	
6/13/2017	Village of Watkins Glen	Bond Anticipation Note, 2017	\$1,510,000	
6/29/2017	Ripley Central School District	Bond Anticipation Note, 2017	\$1,530,500	
3/19/2019	Town of Elba	Bond Anticipation Note, 2019	\$1,570,000	
9/27/2017	Village of Elba	Bond Anticipation Note, 2017	\$1,573,200	
4/11/2019	Village of Alexander	Environmental Facilities Corporation Drinking Water Facility Note - 2019	\$1,588,000	
9/21/2017	Town of Randolph	Environmental Facilities Corporation Drinking Water Statutory Installment Bond, 2017	\$1,593,000	
6/17/2019	Laurens Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2019	\$1,595,000	
2/7/2019	City School District of the City of Little Falls	Bond Anticipation Notes, 2019	\$1,600,000	
6/17/2019	Ripley Central School District	Dormitory Authority of the State of New York Revenue Bonds, 2019	\$1,605,000	
7/3/2019	Orchard Park Central School District	School District Serial Bonds, 2019 Series B	\$1,607,000	
6/28/2019	Alden Central School District	Energy Performance Contract, 2019	\$1,613,750	
3/20/2018	Town of Elba	Bond Anticipation Note, 2018	\$1,615,191	
5/11/2017	Town of Niagara	Bond Anticipation Note, 2017	\$1,658,930	
11/2/2017	Cobleskill-Richmondville Central School District	Bond Anticipation Notes, 2017	\$1,659,173	
3/21/2017	Town of Elba	Bond Anticipation Note, 2017	\$1,662,191	
10/31/2019	Cobleskill-Richmondville Central School District	Bond Anticipation Notes, 2019	\$1,677,473	
6/17/2019	Herkimer Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2019	\$1,685,000	

S 1 Million - \$9,999 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
11/1/2018	Cobleskill-Richmondville Central School District	Bond Anticipation Notes, 2018	\$1,686,895	
8/17/2017	Belfast Central School District	Bond Anticipation Note, 2017A	\$1,700,000	
11/30/2017	Village of Hamburg	Public Improvement Refunding Serial Bonds, 2017	\$1,705,000	
5/9/2019	Town of Niagara	Bond Anticipation Note, 2019	\$1,728,202	
6/28/2017	Randolph Academy Union Free School District	Revenue Anticipation Note, 2017	\$1,750,000	
6/27/2018	Randolph Academy Union Free School District	Revenue Anticipation Note, 2018	\$1,750,000	
5/8/2019	Village of Medina	Bond Anticipation Note, 2019	\$1,750,000	
9/24/2019	Village of Elba	Bond Anticipation Note, 2019	\$1,838,650	
7/13/2017	Laurens Central School District	Bond Anticipation Notes, 2017	\$1,840,000	
7/12/2018	Laurens Central School District	Bond Anticipation Notes, 2018 (Renewals)	\$1,840,000	
12/14/2017	Albany Municipal Water Finance Authority	Albany Municipal Water Finance Authority Second Resolution Notes (Feura Bush Project - Environmental Facilities Corporation), Series 2017C	\$1,854,160	
6/8/2017	Frewsburg Central School District	Dormitory Authority of the State of New York Pooled Revenue Bond Financing, 2017	\$1,856,628	
7/26/2018	City of Cohoes	Public Improvement (Serial) Bonds, 2018	\$1,900,000	
10/10/2019	Village of Alfred	Environmental Facilities Corporation Drinking Water Facility Note - 2019	\$1,934,400	
9/20/2018	Village of Burdett	Bond Anticipation Note, 2018A	1,970,000	
11/9/2017	City School District of the City of Sherrill	School District Refunding Serial Bonds, 2017 (Dormitory Authority of the State of New York)	\$1,990,000	
12/20/2017	Village of Brocton	Bond Anticipation Note, 2017	\$2,000,000	
2/15/2018	Amherst Central School District	Bond Anticipation Note, 2018	\$2,000,000	
6/28/2018	Cuba-Rushford Central School District	Bond Anticipation Note, 2018	\$2,000,000	
2/28/2019	Southwestern Central School District	Bond Anticipation Note, 2019	\$2,000,000	
6/20/2019	Village of Watkins Glen	Bond Anticipation Note, 2019	\$2,000,000	
6/6/2018	Village of Kenmore	Serial Bonds, 2018	\$2,050,000	
6/7/2018	Van Homesville-Owan D. Young Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2018	\$2,055,000	
11/16/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017E	\$2,067,000	
9/26/2018	Village of Elba	Bond Anticipation Note, 2018A	\$2,067,150	
7/31/2019	Belfast Central School District	Bond Anticipation Note, 2019	\$2,075,000	
6/13/2019	City of Olean	Bond Anticipation Note, 2019	\$2,099,215	
7/19/2018	Town of Rotterdam	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$2,100,000	
6/29/2018	City School District of the City of Tonawanda	School District Refunding Serial Bonds, 2018	\$2,140,000	
8/1/2018	Belfast Central School District	Bond Anticipation Note, 2018	\$2,184,760	
11/15/2018	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2018G	\$2,201,500	
7/11/2019	Clarence Central School District	Bond Anticipation Note, 2019	\$2,213,750	
8/1/2018	Herkimer Central School District	Bond Anticipation Notes, 2018 (Renewals)	\$2,265,000	
6/13/2018	City of Tonawanda	Environmental Facilities Corporation Clean	\$2,289,378	

S 1 Million - \$9,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
10/5/2017	Springville Griffith Institute Central School District	Water Facility Note - 2018A	\$2,302,807
6/15/2017	Lewiston-Porter Central School District	Bond Anticipation Note, 2017A	
6/29/2018	Herkimer Central School District	School District Serial Bonds, 2017	\$2,315,000
6/26/2019	City School District of the City of Elmira	Bond Anticipation Notes, 2018 (Renewals)	\$2,320,503
2/22/2018	Town of Concord	School District Refunding (Serial) Bonds, 2019	\$2,330,000
1/10/2019	Village of Oakfield	Serial Bonds, 2018	\$2,347,790
8/23/2019	Springville Griffith Institute Central School District	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$2,365,000
6/12/2019	Roosevelt & Cross Incorporated	Bond Anticipation Note, 2019	\$2,395,517
11/13/2019	Town of Rotterdam	Village of Fredonia Public Improvement Refunding (Serial) Bonds, 2019	\$2,410,000
7/11/2019	Village of Westfield	Public Improvement (Serial) Bonds, 2019	\$2,410,500
7/25/2018	Village of Hamburg	Environmental Facilities Corporation - Drinking Water Facility Note - 2019	\$2,442,200
6/7/2018	Westfield Central School District	Bond Anticipation Note, 2018	\$2,453,000
8/24/2018	Springville-Griffith Institute Central School District	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$2,480,000
2/23/2017	Town of Concord	Bond Anticipation Note, 2018	\$2,480,062
8/30/2017	Genesee Valley Central School District	Bond Anticipation Note	\$2,488,750
12/20/2017	City of Dunkirk	Bond Anticipation Note, 2017	\$2,500,000
8/31/2018	Cheektowaga Central School District	Tax Anticipation Note, 2018	\$2,500,000
11/9/2017	Panama Central School District	Dormitory Authority of the State of New York Refunding Serial Bonds, 2017	\$2,540,000
12/13/2019	Village of Burdett	Statutory Installment Bond, 2019 SERIES A (Rural Development)	\$2,561,000
11/29/2018	City of Tonawanda	Environmental Facilities Corporation Drinking Water Facility Note - 2018	\$2,599,842
6/8/2017	Fredonia Central School District	Dormitory Authority of the State of New York Pooled Revenue Bond Financing, 2017	\$2,600,000
6/30/2017	Van Hornesville-Owen D. Young Central School District	Bond Anticipation Notes, 2017	\$2,600,000
12/5/2017	Randolph Central School District	School District Refunding Serial Bonds, 2017	\$2,610,000
2/28/2019	Town of Woodhull	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$2,616,000
8/7/2019	City School District of the City of Little Falls	School District Refunding (Serial) Bonds, 2019	\$2,620,000
6/27/2018	Orchard Park Central School District	Bond Anticipation Note, 2018 Series A	\$2,636,695
9/27/2018	Saratoga County Water Authority	Environmental Facilities Corporation Drinking Water Facility Notes - 2018A	\$2,700,000
6/17/2019	Newfane Central School District	Dormitory Authority of the State of New York Revenue Bonds, 2019	\$2,735,000
10/5/2017	Hurley Fire District	Fire District (Serial) Bonds, 2017	\$2,750,000
10/17/2019	Town of Colonie	Revenue Anticipation Note, Series 2019A	\$2,800,000
3/21/2019	Town of Oakfield	Public Improvement Serial Bonds, 2019	\$2,815,000
6/20/2017	Westfield Central School District	Bond Anticipation Note, 2017	\$2,840,000

\$ 1 Million - \$ 9,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
7/6/2017	Village of Springville	Bond Anticipation Note, 2017	\$2,869,000
1/4/2018	Town of Chautauqua	Environmental Facilities Corporation Clean Water Facility Note - 2018A	\$2,872,500
7/13/2017	Clarence Central School District	Bond Anticipation Note, 2017 Series B	\$2,890,000
5/21/2019	Village of Burdett	Bond Anticipation Note, 2019	\$2,969,000
8/10/2017	City of Dunkirk	Refunding Serial Bonds, 2017	\$2,975,000
3/21/2017	Hamburg Central School District	Bond Anticipation Note, 2017	\$3,000,000
10/9/2018	Town of Colonie	Revenue Anticipation Note, Series 2018A	\$3,000,000
12/17/2019	Village of East Aurora	Bond Anticipation Note, 2019	\$3,000,000
7/26/2017	Village of Hamburg	Bond Anticipation Note, 2017	\$3,003,000
4/5/2018	Town of Aurora	Bond Anticipation Note, 2018	\$3,065,000
6/13/2019	City of Olean	Public Improvement Serial Bonds, 2019	\$3,085,000
11/7/2017	Rotterdam Fire District #7	Fire District (Serial) Bonds, 2017	\$3,100,000
2/1/2017	Laurens Central School District	School District Refunding (Serial) Bonds, 2017	\$3,115,000
7/12/2018	Clarence Central School District	Bond Anticipation Note, 2018	\$3,122,500
4/6/2017	Town of Aurora	Bond Anticipation Note, 2017	\$3,200,000
10/5/2017	Town of Colonie	Revenue Anticipation Note, Series 2017A	\$3,200,000
4/25/2018	Burnt Hills Fire District	Fire District (Serial) Bonds, 2018	\$3,200,000
11/9/2017	City of Olean	Environmental Facilities Corporation Clean Water Statutory Installment Bond, 2017C (Leveraged Financing)	\$3,250,000
8/16/2017	Town of Corning	Bond Anticipation Note, 2017A	\$3,292,000
5/23/2017	Village of Medina	Public Improvement Serial Bonds, 2017	\$3,321,458
6/26/2019	Orchard Park Central School District	School District Serial Bonds, 2019 Series A	\$3,392,999
11/29/2018	Village of Mayville	Environmental Facilities Corporation Drinking Water Facility Note - 2018	\$3,452,000
6/27/2017	Town of Irondequoit	Public Improvement Refunding Serial Bonds, 2017	\$3,475,000
6/29/2017	Springville GI Central School District	Bond Anticipation Note, 2017	\$3,500,000
8/23/2017	Sweet Home Central School District	Tax Anticipation Note, 2017	\$3,500,000
1/24/2019	Lewiston-Porter Central School District	Bond Anticipation Note, 2019	\$3,500,000
6/24/2019	City School District of the City of Lockport	Energy Performance Contract, 2019	\$3,502,761
8/15/2018	Town of Corning	Bond Anticipation Note, 2018	\$3,512,000
8/14/2019	Town of Corning	Bond Anticipation Note, 2019A	\$3,595,743
9/13/2017	Amherst Central School District	Serial Bonds, 2017A	\$3,635,000
7/25/2018	Frontier Central School District	Bond Anticipation Note, 2018	\$3,695,111
6/20/2019	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2019C	\$3,750,300
1/5/2017	Village of Cassadaga	Environmental Facilities Corporation Drinking Water Statutory Installment Bond - 2017	\$3,780,710
7/8/2019	Canaoharie Central School District	Bond Anticipation Notes, 2019	\$3,787,152
8/8/2019	Town of Elma	Bond Anticipation Note, 2019	\$3,793,000
9/21/2017	Village of Ellicottville	Environmental Facilities Corporation Clean Water Statutory Installment Bond - 2017	\$3,834,525
1/25/2018	Village of Oneida Castle	Clean Water Facility Note - 2018A	\$3,871,000
6/21/2018	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2018C	\$3,889,200
8/9/2018	Town of Elma	Bond Anticipation Note, 2018	\$3,908,750
7/17/2017	Cassadaga Valley Central School	Bond Anticipation Note, 2017A	\$4,000,000

\$ 1 Million - \$ 9,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
	District		
3/22/2018	City School District of the City of Sherrill	Bond Anticipation Note, 2018	\$4,000,000
6/22/2017	Town of Rotterdam	Bond Anticipation Renewal Note, Series 2017B	\$4,028,100
3/22/2018	Town of Oakfield	Bond Anticipation Note, 2018	\$4,028,401
7/5/2018	Village of Springville	Bond Anticipation Note, 2018	\$4,040,000
6/15/2017	City of Olean	Bond Anticipation Note, 2017	\$4,135,000
4/11/2019	Village of Arcade	Environmental Facilities Corporation Clean Water Statutory Installment Bond - 2019	\$4,146,238
6/20/2017	Randolph Central School District	Bond Anticipation Note, 2017	\$4,250,000
2/16/2017	City School District of the City of Batavia	School District Serial Bonds, 2017	\$4,252,321
12/19/2019	Town of Aurora	Bond Anticipation Note, 2019A	\$4,400,000
7/24/2019	Village of Hamburg	Bond Anticipation Note, 2019	\$4,435,000
4/27/2017	Cheektowaga Central School District	Bond Anticipation Note, 2017	\$4,500,000
12/20/2018	Village of Waverly	Bond Anticipation Note, 2018A	\$4,538,873
12/19/2019	Village of Waverly	Bond Anticipation Note, 2019	\$4,538,873
3/23/2017	Town of Oakfield	Bond Anticipation Note, 2017	\$4,561,804
6/27/2019	Hinsdale Central School District	Bond Anticipation Note, 2019	\$4,570,000
5/17/2018	Village of Brocton	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$4,570,500
4/3/2019	County of Ontario	Public Improvement Serial Bonds, 2019	\$4,600,000
6/17/2019	Cooperstown Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2019	\$4,600,000
3/23/2017	Village of Silver Creek	Environmental Facilities Corporation CWSRF, 2017	\$4,604,148
2/28/2019	Village of Warsaw	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$4,611,500
7/3/2019	Village of Springville	Bond Anticipation Note, 2019	\$4,626,000
12/7/2017	County of Schenectady	Various Purposes Refunding Serial Bonds - 2017	\$4,640,000
4/6/2017	Albany Municipal Water Finance Authority	Second Resolution Notes (Elberon/Ryckman Project - Environmental Facilities Corporation), Series 2017B	\$4,740,652
2/23/2017	Whitesville Central School District	School District Refunding Serial Bonds, 2017	\$4,755,000
11/9/2017	Belfast Central School District	Dormitory Authority of the State of New York Refunding Serial Bonds, 2017	\$4,795,000
12/6/2019	Belfast Central School District	Bond Anticipation Note, 2019A	\$4,838,035
7/25/2018	Town of Lancaster	Bond Anticipation Note, 2018	\$4,840,000
4/4/2019	Town of Aurora	Bond Anticipation Note, 2019	\$4,840,000
12/18/2017	Alfred-Almond Central School District	School District Refunding Serial Bonds, 2017	\$4,875,000
7/26/2017	Town of Lancaster	Bond Anticipation Note, 2017	\$4,900,000
8/8/2018	City School District of the City of Lockport	Bond Anticipation Note, 2018	\$4,900,000
11/29/2017	Town of Elba	Bond Anticipation Note, 2017A	\$4,975,000
6/15/2017	City of Olean	Public Improvement Serial Bonds, 2017	\$4,984,000
9/26/2019	Allegany-Limestone Central School District	Bond Anticipation Note, 2019	\$5,000,000

S 1 Million - \$9,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
3/29/2019	Depew Union Free School District	Bond Anticipation Note, 2019	\$5,054,184
12/14/2017	Albany Municipal Water Finance Authority	Second Resolution Notes (CSO Project), Series 2017A	\$5,083,286
3/21/2019	Village of Westfield	Environmental Facilities Corporation Clean Water Facility Note - 2019A	\$5,102,557
6/28/2017	Frewsburg Central School District	Bond Anticipation Note, 2017	\$5,131,000
6/27/2018	Frewsburg Central School District	Bond Anticipation Note, 2018	\$5,131,000
3/14/2019	Town of Batavia	Bond Anticipation Note, 2019	\$5,229,500
6/19/2019	Lewiston-Porter Central School District	Bond Anticipation Note, 2019A	\$5,250,000
8/23/2018	West Seneca Central School District	Installment Lease Purchase, 2018	\$5,287,340
3/16/2017	Town of Batavia	Bond Anticipation Note, 2017	\$5,291,190
8/13/2019	Grand Island Central School District	Bond Anticipation Note, 2019	\$5,300,000
3/15/2018	Town of Batavia	Bond Anticipation Note, 2018	\$5,476,500
9/5/2019	Cheektowaga-Maryvale Union Free School District	Bond Anticipation Note, 2019	\$5,500,000
6/28/2018	Coopersown Central School District	Bond Anticipation Notes, 2018 (Renewals)	\$5,560,000
6/18/2018	Randolph Central School District	School District Serial Bonds, 2018	\$5,650,545
6/8/2017	City of Tonawanda	Bond Anticipation Note, 2017	\$5,817,000
12/28/2017	County of Schenectady	Various Purposes Serial Bonds - 2017B	\$5,850,000
6/29/2017	Coopersown Central School District	Bond Anticipation Notes, 2017 (Renewals)	\$5,860,000
5/9/2017	Village of Depew	Public Improvement Serial Bonds, 2017	\$5,930,000
1/26/2017	City of Dunkirk	Environmental Facilities Corporation Drinking Water Note - 2017A	\$6,000,000
12/6/2018	City School District of the City of Sherrill	Bond Anticipation Notes, 2018 Series C	\$6,000,000
6/14/2018	City of Olean	Bond Anticipation Note, 2018	\$6,024,215
4/3/2019	Holley Central School District	School District Serial Bonds, 2019	\$6,045,000
6/6/2019	City of Tonawanda	Bond Anticipation Note, 2019	\$6,119,000
5/9/2017	City of Cortland	School District Refunding Serial Bonds, 2017	\$6,125,000
6/7/2018	City of Tonawanda	Bond Anticipation Note, 2018	\$6,144,000
7/11/2018	Holley Central School District	Bond Anticipation Note, 2018	\$6,210,000
6/17/2019	Springville Griffith Institute Central School District	Dormitory Authority of the State of New York Revenue Bonds, 2019 Series A	\$6,285,000
7/12/2017	Holley Central School District	Bond Anticipation Note, 2017	\$6,375,000
4/5/2018	Town of Hanover	Environmental Facilities Corporation Clean Water Facility Note - 2018A	\$6,478,999
7/25/2019	Town of Hanover	Amended Environmental Facilities Corporation Clean Water Facility Note - 2019	\$6,478,999
6/22/2017	Cuba-Rushford Central School District	School District Serial Bonds, 2017	\$6,536,733
10/10/2017	Friendship Central School District	Refunding Serial Bonds, 2017	\$6,585,000
12/7/2017	Village of Cooperstown	Environmental Facilities Corporation Clean Water Facility Note - 2017A	\$6,641,767
2/8/2018	City of Tonawanda	Environmental Facilities Corporation Clean Water Facility Note - 2018A	\$6,743,420
6/7/2018	Herkimer Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2018	\$6,835,000
8/1/2018	Chautauqua Utility District	Public Improvements Serial Bonds, 2018	\$6,900,000
12/20/2018	County of Schenectady	Various Purposes Serial Bonds - 2018	\$6,950,000
2/20/2019	Town of Colonie	Public Improvement Refunding Serial	\$6,995,000

S 1 Million - \$9,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
		Bonds - 2019	
6/29/2017	Southwestern Central School District	Bond Anticipation Note, 2017	\$7,000,000
3/7/2019	Town of Eden	Public Improvement Serial Bonds, 2019	\$7,143,000
6/8/2017	Akron Central School District	Dormitory Authority of the State of New York Pooled Revenue Bond Financing, 2017	\$7,170,000
7/9/2019	Wilson Central School District	Bond Anticipation Note, 2019	\$7,230,000
8/1/2017	East Aurora Union Free School District	Bond Anticipation Note, 2017A	\$7,321,971
6/17/2019	Cleveland Hill Union Free School District	Dormitory Authority of the State of New York Revenue Bonds, 2019	\$7,350,000
6/16/2017	Alden Central School District	School District Serial Bonds, 2017	\$7,352,315
8/2/2017	Yorkshire-Pioneer Central School District	Bond Anticipation Note, 2017	\$7,400,000
8/31/2018	Depew Union Free School District	Bond Anticipation Note, 2018	\$7,500,000
9/27/2018	Albany Municipal Water Finance Authority	Second Resolution Notes (CSO Phase II Project - EFC), Series 2018B	\$7,505,905
6/17/2019	Yorkshire-Pioneer Central School District	Dormitory Authority of the State of New York Revenue Bonds, 2019	\$7,599,000
7/27/2018	Cleveland Hill Union Free School District	Bond Anticipation Note, 2018	\$7,650,000
2/9/2017	Town of Ballston	Environmental Facilities Corporation Drinking Water Facility Note - 2017A	\$7,652,797
5/17/2018	Village of Wellsville	Environmental Facilities Corporation Drinking Water Facility Note - 2018A	\$7,733,250
7/10/2019	County of Ontario	General Obligation Refunding Serial Bonds, 2019	\$7,845,000
8/2/2017	Chautauqua Utility District	Bond Anticipation Note, 2017	\$8,000,000
6/19/2019	Fredonia Central School District	Bond Anticipation Note, 2019	\$8,150,000
3/23/2017	City of Dunkirk	Public Improvement Serial Bonds, 2017	\$8,170,000
7/16/2019	Yorkshire-Pioneer Central School District	Bond Anticipation Note, 2019	\$8,200,000
6/6/2019	Village of Cooperstown	Environmental Facilities Corporation Clean Water Facility Note - 2019	\$8,219,410
10/5/2017	Lewiston Porter Central School District	Refunding Serial Bonds, 2017	\$8,325,000
3/9/2017	Town of Eden	Bond Anticipation Note, 2017	\$8,440,180
7/25/2019	Southwestern Central School District	Bond Anticipation Note, 2019B	\$8,464,135
5/9/2018	Iroquois Central School District	School District Serial Bonds, 2018	\$8,600,000
7/31/2019	Salamanca City Central School District	Bond Anticipation Note, 2019	\$8,600,000
7/26/2018	City School District of the City of Sherrill	Bond Anticipation Notes, 2018 (Renewals)	\$8,750,959
8/6/2019	City School District of the City of Batavia	Bond Anticipation Note, 2019	\$8,768,813
3/8/2018	Town of Eden	Bond Anticipation Note, 2018	\$8,830,000
6/26/2019	Frewsburg Central School District	Bond Anticipation Note, 2019	\$9,077,250
12/5/2019	Village of Waverly	Amended Environmental Facilities Corporate Clean Water Facility Note - 2016A	\$9,244,758
3/14/2017	Sweet Home Central School District	School District Refunding Serial Bonds, 2017	\$9,395,000
6/27/2019	Warsaw Central School District	Bond Anticipation Note, 2019	\$9,400,000
9/24/2019	County of Albany	Refunding Serial Bonds - 2019 Series B	\$9,450,000
8/1/2018	Yorkshire-Pioneer Central School District	Bond Anticipation Note, 2018	\$9,618,875

\$ 1 Million - \$ 9,999 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
	District			
12/19/2018	City School District of the City of Batavia	Bond Anticipation Note, 2018	\$9,750,000	
12/18/2019	City School District of the City of Batavia	Bond Anticipation Note, 2019A	\$9,750,000	
3/19/2019	Hamburg Central School District	School District Serial Bonds, 2019	\$9,775,000	
6/7/2018	City School District of the City of Dunkirk	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$9,810,000	
3/20/2018	Hamburg Central School District	Bond Anticipation Note, 2018	\$9,875,000	
6/16/2017	Cheektowaga-Maryvale Union Free School District	School District Refunding Serial Bonds, 2017	\$9,990,000	
8/10/2017	Herkimer Central School District	Bond Anticipation Notes, 2017 (Renewals)	\$9,990,000	
8/17/2017	Town of Bethlehem	Public Improvement (Serial) Bonds, 2017	\$9,992,241	
8/30/2017	City School District of the City of Elmira	Bond Anticipation Notes - 2017B	\$10,000,000	

S 10 Million - \$ 49,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
8/30/2017	City School District of the City Elmira	Bond Anticipation Notes - 2017B	\$10,000,000
10/17/2017	City School District of the City of Dunkirk	School District Refunding Serial Bonds, 2017	\$10,025,000
6/23/2020	Genesee Valley Central School District	School District Serial Bonds, 2020	\$10,220,000
6/6/2019	City School District of the City of Watervliet	School District Refunding Serial Bonds, 2019	\$10,255,000
7/23/2020	Town of Lancaster	Bond Anticipation Note, 2020	\$10,310,000
8/28/2019	Genesee Valley Central School District	Bond Anticipation Note, 2019	\$10,540,000
5/5/2020	Orchard Park Central School District	Bond Anticipation Note, 2020	\$10,700,000
8/29/2018	Genesee Valley Central School District	Bond Anticipation Note, 2018	\$10,780,000
4/12/2017	Akron Central School District	School District Refunding Serial Bonds, 2017	\$10,920,000
6/17/2020	Warsaw Central School District	Dormitory Authority of the State of New York Revenue Bond Financing, 2020	\$11,115,000
6/26/2019	Cuba-Rushford Central School District	Bond Anticipation Note, 2019	\$11,318,000
6/22/2017	Yorkshire-Pioneer Central School District	School District Refunding Serial Bonds, 2017	\$11,555,000
7/26/2017	City School District of the City of Dunkirk	Bond Anticipation Note, 2017	\$11,888,500
6/21/2018	City of Dunkirk	Environmental Facilities Corporation Clean Water Facility Note - 2018A	\$11,956,250
6/25/2020	Cuba-Rushford Central School District	Bond Anticipation Note, 2020	\$12,092,280
8/29/2019	Depew Union Free School District	Bond Anticipation Note, 2019A	\$12,554,184
3/15/2018	Town of Colonie	Bond Anticipation Notes - 2018	\$12,558,000
6/7/2018	Bemus Point Central School District	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$12,920,000
6/11/2020	Falconer Central School District	Bond Anticipation Note, 2020	\$13,000,000
6/17/2019	Springville Griffith Institute Central School District	Dormitory Authority of the State of New York Revenue Bonds, 2019 Series B	\$13,025,000
6/7/2018	Scotia-Glenville Central School District	School District (Serial-Dormitory Authority of the State of New York Pool) Bonds, 2018	\$13,265,000
6/7/2018	Oakfield-Alabama Central School District	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$13,430,000
7/22/2020	Alden Central School District	Bond Anticipation Note, 2020	\$13,500,000
11/26/2019	Town of Elba	Bond Anticipation Note, 2019A	\$13,584,000
6/28/2018	Southwestern Central School District	Bond Anticipation Note, 2018	\$13,606,933
11/28/2018	Town of Elba	Bond Anticipation Note, 2018A	\$13,658,000
6/8/2017	Eden Central School District	Bond Anticipation Note, 2017	\$13,800,000
6/17/2020	Cassadaga Valley Central School District	Bond Anticipation Note, 2020A	\$14,169,143
6/15/2017	Town of Colonie	Various Purposes Refunding (Serial) Bonds - 2017B	\$14,420,000

S 10 Million - \$ 49,999 Million General Obligation Bond Financings				
Date	Issuer	Title	Amount	
7/16/2018	Cassadaga Valley Central School District	Bond Anticipation Note, 2018A	\$14,539,000	
7/26/2019	Silver Creek Central School District	Bond Anticipation Note, 2019	\$14,555,000	
7/23/2020	Silver Creek Central School District	Bond Anticipation Note, 2020	\$14,825,000	
7/14/2020	Cheektowaga-Maryvale Union Free School District	Bond Anticipation Note, 2020	\$14,870,000	
7/15/2019	Cassadaga Valley Central School District	Bond Anticipation Note, 2019A	\$15,038,903	
7/27/2017	Scotia-Glenville Central School District	Bond Anticipation Notes, 2017	\$15,084,550	
11/9/2017	City of Olean	Environmental Facilities Corporation Clean Water Statutory Installment Bond, 2017C (Leveraged Financing)	\$15,174,840	
6/28/2017	Bemus Point Central School District	Bond Anticipation Note, 2017	\$15,430,000	
6/27/2019	Southwestern Central School District	Bond Anticipation Note, 2019A	\$15,506,933	
7/24/2019	Town of Lancaster	Bond Anticipation Note, 2019	\$15,655,000	
7/6/2017	Oakfield-Alabama Central School District	Bond Anticipation Note, 2017	\$15,660,000	
7/23/2019	Frontier Central School District	Bond Anticipation Note, 2019	\$15,726,063	
2/13/2019	Amherst Central School District	Bond Anticipation Note, 2019	\$16,266,340	
8/3/2017	City School District of the City of Lockport	School District Serial Bonds, 2017	\$16,760,000	
8/17/2017	Ravena-Coeymans-Selkirk Central School District	Bond Anticipation Notes, 2017	\$17,119,559	
8/16/2018	Ravena-Coeymans-Selkirk Central School District	Bond Anticipation Notes, 2018	\$17,220,750	
5/23/2019	Town of Bethlehem	Public Improvement (Serial) Bonds, 2019	\$17,227,100	
6/5/2019	Eden Central School District	School District Serial Bonds, 2019	\$17,385,000	
3/19/2020	Albany Municipal Water Finance Authority	Second Resolution Notes (CSO Phase II Project - EFC), Series 2020B	\$17,604,000	
8/6/2020	City School District of the City of Lockport	School District Serial Bonds, 2020	\$17,715,000	
6/27/2018	Springville-Griffith Institute Central School District	School District Serial Bonds, 2018	\$17,940,000	
8/13/2020	Ravena-Coeymans-Selkirk Central School District	Bond Anticipation Notes, 2020	\$18,144,404	
3/15/2018	Town of Colonie	Public Improvement Serial Bonds - 2018	\$18,150,000	
6/16/2020	City School District of the City of Batavia	Bond Anticipation Note, 2020	\$18,195,000	
8/12/2020	Grand Island Central School District	Bond Anticipation Note, 2020	\$18,199,738	
12/28/2017	County of Albany	General Obligation Refunding Serial Bonds - 2017	\$18,235,000	
3/12/2020	Town of Colonie	Bond Anticipation Notes - 2020	\$18,487,000	
6/21/2017	Amherst Central School District	School District Serial Bonds, 2017	\$18,495,000	
8/15/2019	Ravena-Coeymans-Selkirk Central School District	Bond Anticipation Notes, 2019	\$18,512,440	
3/12/2020	Town of Colonie	Public Improvement Serial Bonds - 2020	\$18,568,000	
6/18/2020	West Seneca Central School District	School District Serial Bonds, 2020	\$18,835,000	
6/25/2020	Southwestern Central School District	Bond Anticipation Note, 2020	\$19,065,000	
3/16/2017	Town of Colonie	Bond Anticipation Notes - 2017	\$19,765,200	
7/30/2019	East Aurora Union Free School District	School District Serial Bonds, 2019A	\$19,870,000	

\\$ 10 Million - \$ 49,999 Million General Obligation Bond Financings			
Date	Issuer	Title	Amount
4/25/2018	Cheektowaga Central School District	Bond Anticipation Note, 2018	\$19,910,000
8/7/2019	City School District of the City of Lockport	Bond Anticipation Note, 2019	\$20,035,000
6/7/2018	Eden Central School District	Bond Anticipation Note, 2018	\$20,150,000
10/11/2017	Town of Grand Island	Bond Anticipation Note, 2017	\$20,592,250
6/7/2018	Lewiston-Porter Central School District	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$20,725,000
6/27/2018	City School District of the City of Elmira	Bond Anticipation Notes - 2018	\$21,000,000
7/25/2019	City School District of the City of Sherrill	Bond Anticipation Notes, 2019	\$21,644,092
4/5/2018	Orchard Park Central School District	School District Serial Bonds, 2018	\$21,840,000
10/9/2019	Town of Grand Island	Bond Anticipation Note, 2019	\$22,042,000
7/22/2020	Frontier Central School District	Bond Anticipation Note, 2020	\$22,567,851
4/6/2017	Orchard Park Central School District	Bond Anticipation Note, 2017	\$22,639,874
4/24/2019	Cheektowaga Central School District	School District Serial Bonds, 2019	\$22,750,000
6/1/2017	Yorkshire-Pioneer Central School District	School District Serial Bonds, 2017	\$23,200,000
7/31/2018	East Aurora Union Free School District	Bond Anticipation Note, 2018	\$23,550,000
8/3/2020	County of Albany	Refunding Serial Bonds - 2019 Series C (Forward Delivery)	\$23,630,000
10/10/2018	Town of Grand Island	Bond Anticipation Note, 2018	\$23,775,325
6/6/2017	Frontier Central School District	School District Serial Bonds, 2017	\$23,935,000
3/14/2019	Town of Colonie	Bond Anticipation Notes - 2019	\$24,187,000
6/25/2020	City School District of the City of Sherrill	Bond Anticipation Notes, 2020	\$24,549,558
2/12/2020	Amherst Central School District	School District Serial Bonds, 2020	\$24,925,000
6/15/2017	Lewiston-Porter Central School District	Bond Anticipation Note, 2017	\$24,970,000
6/7/2018	Clarence Central School District	Dormitory Authority of the State of New York Revenue Serial Bond Financing, 2018	\$25,780,000
10/8/2020	Town of Grand Island	Bond Anticipation Note, 2020	\$27,192,000
7/13/2017	Clarence Central School District	Bond Anticipation Note, 2017 Series A	\$28,780,000
6/25/2020	City School District of the City of Elmira	Bond Anticipation Notes - 2020	\$35,555,000
6/6/2019	County of Albany	Public Improvement Bond Anticipation Notes - 2019 Series A	\$37,388,690
6/26/2019	City School District of the City of Elmira	Bond Anticipation Notes - 2019	\$38,245,000
6/12/2019	Kenmore-Town of Tonawanda Union Free School District	School District Serial Bonds, 2019	\$39,495,000
6/13/2018	Kenmore-Town of Tonawanda Union Free School District	Bond Anticipation Note, 2018	\$44,372,716
6/14/2017	Kenmore-Town of Tonawanda Union Free School District	Bond Anticipation Note, 2017	\$45,301,158
6/15/2017	Town of Colonie	Various Purposes Refunding Serial Bonds - 2017A (Federally Taxable)	\$45,500,000

\$ 50 Million + General Obligation Bond Financings			
Date	Issuer	Title	Amount
9/24/2019	County of Albany	Various Purposes Serial Bonds - 2019 Series A	\$72,440,000
6/25/2020	County of Erie	Revenue Anticipation Note Series 2020	\$125,000,000
5/24/2017	County of Albany	Public Improvement Bond Anticipation Notes - 2017	\$134,279,450
4/12/2018	County of Albany	Various Purposes Serial Bonds - 2018	\$140,740,000

b. Summarize five (5) transactions in the last three (3) years in which you were bond counsel that demonstrates your qualifications to fulfill the duties of this RFP. Please include at least one transaction for a New York issuer (state, locality or public authority). Please provide the issuers name, the amount, the date of issue and the exact role played by your firm. (Question 3.2.2)

SUMMARY OF CERTAIN TRANSACTIONS

In response to the inquiry contained in Section 3.2.2 of the Request for Proposals, the following are summaries of five (5) transactions completed in the last three (3) years that demonstrate our qualifications to fulfill the duties of bond counsel to Albany County. In each of the summaries, we explain why we selected the particular transaction for review by Albany County.

1. Albany Municipal Water Finance Authority
\$4,603,744 Second Resolution Notes
(Elberon/Hansen/Rykman Project – EFC), Series 2020
Closing Date: February 5, 2020

We were retained by the Albany Municipal Water Finance Authority pursuant to a competitive RFP in 2015 to act as Bond Counsel to the Authority. This financing is one of many that we have handled for the Authority in connection with the financing of various sewer projects by municipalities located along the Hudson River to address the consolidated sewer overflow problem.

The total amount of the various financings will approach \$60 million. The financings by the Authority are being done in concert with financings by the Cities of Cohoes, Watervliet, Rensselaer, and Troy and the Village of Green Island.

The efforts by the six municipalities to address the consolidated sewer overflow problem were coordinated by the Capital District Regional Planning Commission. We were retained by the Commission, again by a competitive RFP, to provide advice on how to structure financings by multiple jurisdictions to fund capital projects that cross municipal boundaries. We were able to develop a solution, and reach agreement with the New York Environmental Facilities Corporation (“EFC”) on our structure. The agreement by EFC was critical because EFC is providing much of the funding through grants and low interest bond/note financing.

In summary, the reasons we selected this project for listing in our response were the following: (a) the need to address significant state law issues in structuring the financing, (b) the need to coordinate the efforts of 6 municipalities, (c) we represent several of the municipalities directly and we are acting as bond counsel for their component financings, and (d) the need to work with EFC to gain their confidence and approval. So while the project noted above is relatively small, the overall financing is very large and very complicated.

2. Albany County Capital Resource Corporation
\$7,723,011 Tax-Exempt Revenue Bonds
(CIDC Colonie, LLC Project), Series 2019A
Closing Date: September 5, 2019

The Albany County Capital Resource Corporation (“CRC”) is a local development corporation that we created on behalf of Albany County to assist in economic development in the County. The CRC issued the revenue bonds to provide financing for a training center for the Capital District BOCES.

The project financing was so successful that the Capital District BOCES has come back to the CRC for a \$55 million financing to close later this year.

We selected this transaction as one for consideration by Albany County because of the significant state law and federal tax work we did to create the issuer of the bonds. The first financing by the CRC was the ZEN Building in the amount of nearly \$200 million. As noted in our response, we secured an IRS private letter ruling that supported the conclusion that the local development corporation was a governmental issuer for federal tax purposes.

**3. Schenectady County, New York
\$9,015,000 Various Purposes Serial Bonds – 2020
Closing Date: May 15, 2020**

We selected this transaction because it describes our role as bond counsel to a New York State county in financing a multi-phase/multi-year capital project.

We assisted the municipality in undertaking all the tasks described in Section 4 of the Request for Proposals. In connection with our role as bond counsel, we handled all the tasks regularly handled by bond counsel, including the following matters:

- a. Conducted tax due diligence on the various elements of the capital projects.
- b. Reviewed with the financial advisor the status of continuing disclosure obligations of the municipality.

**4. Town of Colonie, New York
\$18,568,000 Public Improvement Serial Bonds – 2020
Closing Date: March 12, 2020**

We selected this transaction because it describes our role as bond counsel to a New York State municipality on a variety of financings over an extended period of time. This financing, like many of the financings of the County, involved multi-purpose projects. We worked with Town officials in calculating PPUs and addressing SEQR issues. Further, we coordinated with the Town's financial advisor and the Town CFO on capital budgets and the structuring and timing of financings.

We have had the opportunity to represent the Town for a period of over 20 years. In our capacity as bond counsel, we have performed all the services described in Section 4 of the Request for Proposals.

Projects that we have assisted the Town in financing include the following: municipal offices, landfill improvements, roads, sewer and water infrastructure projects and various equipment acquisitions. We have also worked with the Town on multiple financings involving the New York State Environmental Facilities Corporation. Lastly, we have also assisted the Town in issuing refunding bonds, both to refinance bonds issued by the Town and to refinance EFC supported bond financings.

During the last 10 years of our representation of the Town as bond counsel, we have handled over \$200,000,000 of note and bond financings.

5. Albany County Airport Authority
\$4,390,000 Airport Revenue Refunding Bonds,
Series 2020A (Non-AMT)(Forward Delivery)
\$30,220,000 Airport Revenue Refunding Bonds,
Series 2020A (Non-AMT)(Forward Delivery)
Closing Date: March 18, 2020

We selected this transaction as it demonstrated our role as Bond Counsel on a complicated public authority financing where we had significant tax issues and the sale of refunding bonds using a forward purchase agreement. The tax issues related to governmental use and private activity, and we addressed the issue in part by dividing the bond sale into Non-AMT bonds and AMT bonds. And, as the financing was intended to be an advance refunding, but because of the recent tax act advance refundings have been prohibited, we structured the financing using a forward purchase agreement. As you are well aware, the County recently closed on a refunding using a forward delivery structure.

6. Other matters

As noted above, we have selected 5 transactions that we believe provide a good representation of our public finance qualifications. Please note that we could have included a number of other transactions. For example, we were recently retained by the Albany Port District Commission in connection with their work to provide for development relating to the Governor's Green Deal initiative and the construction of supply chain facilities. The supply chain facilities will facilitate the construction of wind turbines off the shores of Long Island for the purpose of generating electricity. The construction projects may result in taxable and tax-exempt financings in amounts in excess of \$400 million. We will be bond counsel on those financings. This engagement was secured by a competitive process.

- c. *Provide the names of three (3) references from recent financings, including contact names, address and telephone numbers. For each reference, please identify the financing(s) in which your firm was involved by issuer name, date of issue, and the role played by your firm. (Question 3.2.3)*

REFERENCES

The following are three (3) references from recent financings:

- Thomas Dufresne, Chief Fiscal Officer, Albany Water Board, 10 North Enterprise Drive, Albany, New York 12204, Telephone – (518) 434-5321
Project: Second Resolution Notes – multiple series over the past 5 years
Role: Bond Counsel
- P. Christopher Kelsey, Acting Comptroller, Town of Colonie, Memorial Town Hall, 534 New Loudon Road, Latham, New York 12110, Telephone - (518) 783-2708
Project: \$18,568,000 Town of Colonie, New York
Albany County, New York
Bond anticipation Notes 2020
Role: Bond Counsel

- John P. McPhillips, Jr., Commissioner of Finance, Schenectady County, 620 State Street, Third Floor, Schenectady, New York 12305, Telephone – (518) 388-4260

Project: \$9,015,000 Various Purposes Serial Bonds - 2020
Role: Bond Counsel

[Additional References are Available on Request]

d. *List all malpractice claims against any of the attorneys in your firm who are listed in response to Sections 3.1.2 and 3.1.3 above, within the last ten (10) years. Briefly describe any action which relates to the duties proposed under this RFP, including but not limited to the identity of claiming entity, amount of claim and nature of claim. (Question 3.2.4)*

None.

SECTION IV. PLAN IMPLEMENTATION

The Plan Implementation Section must address the Scope of Services in terms of the vendor's plan to carry out the requested service.

PLAN IMPLEMENTATION

Hodgson Russ is fully prepared to continue work on County financings. We understand and have experience in performing each of the services described in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 of the County's Request for Proposal.

As you are aware, we have had the opportunity to work with Albany County as bond counsel for the past several years. In light of the change in leadership in the County Comptroller's office, we are fully prepared to work with the new Comptroller and her staff in implementing new procedures and document forms. We have already begun that process in our discussions with the Comptroller regarding the form of bond resolutions.

As the County's Bond Counsel, we have implemented several procedural steps which have enhanced the efficiency of the financing process for the County:

1. Provided for electronic transmission of Bond Resolutions to the Majority Counsel of the County Legislature.
2. Coordinated with Majority Counsel on the review and completion of the SEQR Process.
3. Conducted tax due diligence pursuant to a written questionnaire and a telephone conference with staff in the County Comptroller's office.
4. Prepared and reviewed IRS Post Compliance Policies with staff of the County Comptroller.
5. Arranged for pre-closings of financings to take place at the County Office Building, with Bond Counsel organizing the documents and the securing of necessary signatures.

Over the past five (5) years, there has been increased scrutiny of tax-exempt financings by IRS and SEC officials. We continue to monitor these actions and advise the County when necessary.

If retained by the County pursuant to this RFP, we would suggest scheduling a meeting with the appropriate staff to continue the process of transitioning various bond procedures.

A simple and very cost effective suggestion regarding process that we would offer to the County is that under the Local Finance Law in order to comply with the Section 81.00 estoppel procedures, the County is obligated to undertake certain publications following the adoption of a bond resolution. The history of the County is to publish the full bond resolution in the official newspapers of the County. Under the Local Finance Law, the County needs only to publish a summary of the resolution, thereby saving publication costs. We would be happy to discuss this alternative in more detail with staff.

SECTION V. COST PROPOSAL SECTION

a. *Submit a cost proposal for the services described in Section 4, Scope of Services, and on the Cost Proposal Form invaded herein. (Questions 6.2.1, 6.2.2, 6.2.3)*

As to the matter of our fees, it is customary for the Firm to reach an agreement with our clients as to the fees applicable to various services for which we are retained prior to performing such services. The amount of our fees is dependent on, among other things, our fee structure, the amount of time and effort it would take to complete the transaction, the amount of responsibility assumed by us, and the complexities and number of parties to the transaction. For example, the use of credit enhancement, whether in the form of a letter of credit or bond insurance, will affect the complexity of the financing. We are prepared to offer the County three (3) alternative fee arrangements for bond counsel services. In addition, we are willing to discuss with the County any alternative mutually agreeable formula for the payment of services.

Hourly Billing Basis

As is traditional for law firms, we have established a system of hourly charges which are posted to each client account for internal control purposes. Different billing rates are assigned to each member of the professional staff (including paraprofessionals). These rates are adjusted from time to time in order to give effect to changes in experience and responsibility.

The current standard rates for the individuals expected to be assigned to the County are described as follows:

<u>Attorney</u>	<u>Standard Hourly Rate</u>
A. Joseph Scott, III	\$490.00
John A. Alessi	\$330.00
Marla Weiss	\$390.00
Michael T. Logan	\$290.00
<u>Paralegal</u>	<u>Standard Hourly Rate</u>
Pamella D. Weisberg	\$220.00

As described in the section of this Proposal entitled Project Team, we would expect a team approach of Mr. Scott, Mr. Alessi, Ms. Weiss and Mr. Logan to be the attorneys assigned to the County.

Ms. Weisberg would also be part of the Project Team and available to assist in providing services to the County.

We will offer the County two (2) hourly fee options. If the County was to select one of the hourly fee options, we would provide the County with detailed monthly accounting reports showing the amount of charges posted to the County's account and a description of services performed. Bills for both services and expenses would be delivered when the obligations are issued. The Project Team would be responsible to keep the County informed of the amount of charges posted to the County account.

The discounted hourly fee options we are prepared to offer to the County are as follows:

Option One. Hourly based on Blended Rate. While the above table sets forth our standard current hourly rates, we have also utilized and are willing to utilize, at the option of the County, a blended rate or rates for all attorneys. We propose a single blended rate of \$375/hr for all attorneys, including senior partners and junior partners. We fully expect the proportion of senior partners' time invested in this engagement to be substantial and this rate represents a discount of partners' normal billing rates. This proposed blended rate would increase during the term of the engagement as follows:

Year 1:	\$395.00 / hr.
Year 2:	\$415.00 / hr.
Year 3:	\$425.00 / hr.
Year 4:	\$440.00 / hr.

Option Two. Hourly based on Discounted Rate. Another variation from our standard rates listed above, which we are willing to utilize, would be negotiated discounted rates for attorneys' and paralegals' time. The Firm would be compensated on an hourly discounted basis for all attorneys' and paralegals' services. We propose a discounted rate of 10% of our standard billing rates. Our standard billing rates would be subject to normal adjustment during the term of our engagement.

Fixed Fee Basis

A primary objective of the Firm in connection with the services which we perform as bond counsel is to provide issuers with a reasonable degree of certainty as to the expected fee for an issue. We understand the importance to the County of having a reasonable degree of certainty as to the fee for its financings. Accordingly, we are also prepared to offer the County a fixed fee arrangement for the proposed bond and note issues based on the amount of bonds and notes issued.

The fixed fee arrangements described below are based on several assumptions. These assumptions include that the Firm will not be responsible for legal work involving real estate and environmental issues. The additional assumption is that, except as hereafter provided, our duties as bond counsel to the County would consist of the tasks described in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 of the County's Request for Proposal. Our fixed fee arrangement would not include the preparation of disclosure material (e.g., an official statement) or the rendering of advice and opinions regarding extensive or unusual arbitrage, rebate or other tax issues. Our fixed fee arrangement would include the review of disclosure material (e.g., an official statement) and the rendering of advice and opinions regarding arbitrage, rebate or other tax issues that customarily or typically arise in the course of a typical municipal finance transaction. We would propose to bill for any such additional services at our normal hourly rates. We would in all cases discuss with you any extraordinary services to be performed by us prior to our performing them. The fixed fee schedule described below would remain unchanged during the term of our engagement.

The fixed fee option we are prepared to offer to the County is as follows:

- Fees for preparation of bond authorization resolutions:

No charge

- Fees for Bond Anticipation Note issue ("BANs"):

\$0 - Base Fee
\$.50 - for each issue of BANs \$1,000 principal amount up to \$3,999,999
\$.40 - per \$1,000 on each issue of BANs \$4,000,000 principal amount and above

No minimum fee

- Fees for Tax Anticipation Note ("TAN's") and Revenue Anticipation Note ("RANs") issues:

\$0 - Base Fee
\$.60 - for each issue of TANs/RANs \$1,000 principal amount up to \$3,999,999
\$.50 - per \$1,000 on each issue of TANs/RANs \$4,000,000 principal amount and above

No minimum fee

- Fees for each Serial Bond issue ("Bonds")¹:

\$0- Base Fee
First \$4,999,000 \$1.00 per thousand
Amount from \$5,000,000 to \$5,999,000 .50 per thousand
Amount over \$6,000,000 .40 per thousand

No minimum fee

- Fees for each Refunding Bond issue ("Refunding Bonds"):

\$15,000 Base Fee
First \$4,999,000 \$1.00 per thousand
Amount from \$5,000,000 to \$5,999,000 .50 per thousand
Amount over \$6,000,000 .40 per thousand

No minimum fee

Additional Charge for EFC Financings

In connection with any water or sewer infrastructure project, Albany County may consider financing the project by participation in financing programs offered by the New York State

¹ Please note that this fee schedule represents no change in our current fee schedule (despite the general increase in costs throughout the legal industry), and represents a significant discount under our original fee arrangement (provided in 2002).

Environmental Facilities Corporation ("EFC"). If the County was to finance any capital project with EFC, our fees would be increased to reflect the additional work related to the EFC financing program. Our additional fees would be determined based on our normal hourly rates. We would agree to cap our additional legal fees for services as Bond Counsel to \$7,500.

Disbursements

The above fees are net of disbursements, and we would expect to bill the County for reimbursement of disbursements based on our Disbursement Policy, a copy of which is attached hereto. It is our practice to bill for reimbursement of disbursements by detailed computerized lists which are distributed to our clients as part of the bill. The actual amount of disbursements for a particular financing is difficult to predict. The typical total amount of disbursements for a private sale by a municipality of bond anticipation notes would equal approximately \$100.00 (representing disbursements for photocopying, telephone, overnight courier and postage). The typical charge for disbursements for a public sale of bonds would equal approximately \$300-\$500.

HODGSON RUSS LLP
Statement of Firm Policy with respect
to Client Disbursements

Firm Policy With Respect to Client Disbursements

In the course of providing legal services to its clients, the Firm will from time to time incur various expenses on their behalf. These expenses are generally invoiced to the client in addition to the fees for legal services rendered. It is the policy of the Firm to attempt to keep these charges as low as possible, consistent with the timely performance of high quality legal services. Further, the Firm reserves the right to adjust the various charges for client disbursements on an annual basis, in the course of the Firm's customary review of attorney hourly rates and charges. Any adjustments in such charges will be made available to the client at the client's request.

The client is entitled to establish certain parameters in an attempt to limit disbursement charges, but it must be recognized that certain charges may be inevitable due to the nature of the transaction or legal services involved. Clients who desire to establish parameters for disbursements should contact the attorney-in-charge of the specific matter.

Certain of the disbursements described below are increased by a multiplier to compensate the Firm for various costs not identifiable to a particular client.

Set forth below are summary descriptions of the categories of disbursements commonly incurred on behalf of our clients. This list is by no means exhaustive, and other charges not described below will be invoiced to the client in an appropriate manner. Furthermore, the charges for certain of the items described below are imposed by third parties and may be increased without notice to us or to our clients:

1. **BINDING:** The entire cost of binding transcripts for circulation to various financing participants is invoiced to the Client. The total cost is a function on the number and size of the transcripts to be bound and the charges for photocopies (see below).
2. **COMPUTER TIME SHARING:** The actual cost of computer time sharing for access to legal and other data bases will be passed through to the Client. These charges are generally incurred in the course of performing legal research.
3. **FILING AND RECORDING FEES AND CERTIFICATE CHARGES:** The cost of various filings and recordings with federal, state and local agencies is borne by the Client. Charges for obtaining certified copies of documents from federal, state and local agencies are also invoiced to the Client. Occasionally, due to the nature and timing of the transaction involved, filings or requests for certified copies will be handled through service companies which may charge a premium rate.
4. **PUBLICATION:** Certain transactions require the publication of legal notices. The charges for such publication are established by the respective newspaper or periodical, and it is our policy to forward invoices to the client for direct payment to the vendor.
5. **STAFF OVERTIME:** When secretarial or other support staff are required to work overtime with respect to the Transaction, the cost is invoiced to the Client at the rate of \$32.00 per hour. In addition, all employees who work 10.5 consecutive hours or more are entitled to receive either lunch or dinner. These meal costs will be charged to the Client.
6. **PHOTOCOPIES:** Photocopies are charged at a rate of 10 cents per page. For large quantities of photocopying which do not require immediate turnaround, we will use a local photocopying service if it can provide copies at a lower rate.
7. **SHIPPING AND LOCAL DELIVERY:** The cost of shipment by Federal Express, United Parcel Service, Express Mail, U.S. Mail or other delivery service at the retail price charged for such service is invoiced

directly to the Client. The actual amount of the charges will depend upon the number, weight, and carrier of packages and letters sent. The Client will also be charged for local delivery by outside couriers at their normal rates, and for our in house courier (\$7.50 per delivery or package).

8. TELEPHONE: The Firm's telephone system allows for the attribution of long distance charges to the appropriate client and file. These charges include long distance charges for telecopies, as well as conference calls arranged through Soundpath Conferencing Services. Most of our long distance calls are placed through RCI Long Distance Service at rates approximately the same as AT&T rates.

9. TELECOPY: Telecopies are charged at \$.50 per page. The charge is designed to amortize the cost of acquiring and maintaining our telecopiers, as well as to cover the cost of administrative expenses associated with telecopy charges, the cost of collection and the time value of money.

10. TRAVEL: The actual cost of travel, including charges for mileage for firm-owned or attorney-owned automobiles at 57.5 cents per mile, parking, plane or train fares, taxi, hotel, meals, etc., will be invoiced to the Client.

b. Provide any other relevant information that will assist the County in evaluating your Proposal. (Question 6.3)

See our response to Question 3.1.6 above.

ATTACHMENT A
NON-COLLUSIVE BIDDING CERTIFICATE

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature



General Partner

Title

Hodgson Russ LLP

Company Name

October 20, 2020

Date

ATTACHMENT B
ACKNOWLEDGMENT BY PROPOSER

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the _____ (give title) _____ of _____ (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

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

On the 20th day of October, 2020, before me personally came A. JOSEPH SCOTT, III, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of HODGSON RUSS LLP and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Nicole H. Brown
Notary Public, State of New York
Qualified in Schenectady County
No. 01BR6381468
Commission Expires October 1, 2022

Nicole H. Brown
Notary Public, State of New York
Qualified in Schenectady County
Commission Expires October 1, 2022

ATTACHMENT C
VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Hodgson Russ LLP		3. IDENTIFICATION NUMBERS a) FEIN # 16-0708550 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.hodgsonruss.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 140 Pearl Street, Suite 100 Buffalo, New York 14202-4040		7. TELEPHONE NUMBER (518) 465-2333	8. FAX NUMBER (518) 465-1567
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name A. Joseph Scott, III Title Partner Telephone Number (518) 465-2333 Fax Number (518) 465-1567 e-mail ascott@hodgsonruss.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2.4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No ☐ Yes ☒ No	

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) ☐ Yes ☒ No been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? c) ☐ Yes ☒ No been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ No	19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed. None by the vendor and affiliates. ☐ Yes ☒ No	20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No
---	--	--	--	---

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

☐ Yes

☒ No

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN # 16-0708550

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract, acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination, and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business	Hodgson Russ LLP	Signature of Owner	
Address	677 Broadway, Suite 301	Printed Name of Signatory	A. Joseph Scott, III
City, State, Zip	Albany, New York 12207	Title	General Partner

Sworn before me this 20th day of October, 2022
Nicole H. Baum
 Notary Public

Nicole H. Brown
Notary Public, State of New York
Qualified in Schenectady County
No. 01BR6381468
Commission Expires October 1, 2022

Nicole H. Brown
Printed Name
Nicole A. Brown
Signature
October 20, 2020
Date

ATTACHMENT D

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

General Partner

Title

October 20, 2020
Date

Hodgson Russ LLP
Company Name

ATTACHMENT E
COST PROPOSAL FORM

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Bond Counsel
RFP Number: 2020-108R

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
------	--------

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Proposal:

- (a) Non-Collusive Bidding Certificate (Attachment "A")
- (b) Acknowledgment by Bidder (Attachment "B")
- (c) Vendor Responsibility Questionnaire (Attachment "C")
- (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

A. Joseph Scott, III Hodgson Russ LLP

677 Broadway, Suite 301

Albany, New York 12207 e-mail: ascott@hodgsonruss.com

Phone: 518-433-2419

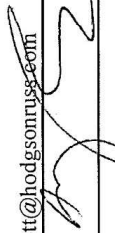
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Bond Counsel
RFP Number: 2020-108R

COMPANY:	Hodgson Russ LLP
ADDRESS:	677 Broadway, Suite 301
CITY, STATE, ZIP:	Albany, New York 12207
TEL. NO.:	518-465-2333
FAX NO.:	518-465-1567
FEDERAL TAX ID NO.:	16-0708550
REPRESENTATIVE:	A. Joseph Scott, III
E-MAIL:	ascott@hodgsonruss.com
SIGNATURE AND TITLE:	 Partner
DATE:	October 20, 2020

SCHEDULE A
RESUMES



A. JOSEPH SCOTT, III

Partner, Real Estate & Finance Practice Area Leader,
Bond Counsel Practice Co-Leader, Public Authority
Practice Leader



ascott@hodgesonruss.com 518.433.2419

Joe has practiced exclusively in the areas of industrial development agency finance, public authority finance, and municipal and school district finance since graduating from law school in 1983.

Joe has acted as issuer's counsel, bond counsel, and underwriter's counsel on a variety of industrial development agency and public authority projects. Examples of industrial development agency projects handled by Joe include commercial, solid waste, manufacturing, co-generation, nonprofit, and recreational projects. Examples of public authority projects handled by Joe include housing projects, electrical distribution, hydro-electric, parking, water and sewer systems, airport, and residential mortgage projects.

In connection with municipal and school district finance, Joe has acted as bond counsel and underwriter's counsel.

Over the past five years, Joe has been involved in the development and structuring of a number of capital projects with emphasis on creating a regional approach to the financing structure and on connecting public and private entities (i.e., private/public partnerships) to provide a regional public/private solution. Each situation has required an understanding of benefits and limitations of public finance under New York State law and the federal tax law, together with an awareness of what the private sector and private capital markets can provide.

Examples of techniques that Joe has used to address these situations include the creation of local development corporations, adoption of local laws or special legislation, preparation of inter-municipal cooperation agreements, and use of industrial development agencies.

Projects that have benefited from these techniques include industrial parks, incubator buildings, infrastructure projects, and a variety of large manufacturing and distribution facilities.

677 Broadway
Suite 821
Albany, NY 12207

Practices & Industries

Municipal
Municipal Finance & Special Districts
Education
College & University
Arenas & Sports Facilities
Bond Counsel
Gaming
Land Use & Economic Development
Opportunity Zones
Public Authority
Admissions
New York
U.S. District Court, Northern District of New York
Education
Hamilton College, B.A., With Honors
Boston University School of Law, J.D.



A. JOSEPH SCOTT, III

Honors

- Listed, *Best Lawyers in America* (Public Finance Law) 2018 - 2021

Experience

The following representative matters demonstrate capital projects handled by Joe and his fellow Hodgson Russ attorneys. Each matter presented financing challenges that required innovative and creative legal strategies.

On behalf of a client acting as the underwriter, Hodgson Russ attorneys reviewed and provided commentary analysis of the preliminary and official statements for a \$20 million charter school bond issuance a New York State charter school. We prepared the due diligence questionnaire, drafted the bond purchase agreement, and worked on finalization of the documents required for the transcript verifying the transaction.

Hodgson Russ has represented a variety of public authorities in the undertaking of various capital projects. Projects include parking garages, airports, hydroelectric facilities, and water and sewer systems. In connection with such representations, we drafted state legislation to create the public authorities and amend their enabling legislation. Related financings include refundings and financings to fund the termination payments of guaranteed investment contracts/Hodge agreements.

Following the expiration of the provisions of the New York State General Municipal Law authorizing industrial development agencies to issue bonds to assist nonprofit corporations in financing capital projects, attorneys at Hodgson Russ developed a financing structure using locally created local development corporations (LDCs) to fill the void. As part of the LDC structure developed by the Hodgson Russ attorneys, we were successful in obtaining a private letter ruling from the Internal Revenue Service confirming our structure and providing that bonds issued by the LDCs would be eligible for exemption from federal income taxation.

Hodgson Russ represents an industrial development agency in a significant development involving a major hospital in the financing of a \$60 million office tower that will be occupied by nonprofit tenants and for-profit tenants. The project presents a number of issues, including the allocation of tax-exempt financing for the project and the use of a payment in lieu of taxes (PILOT) agreement relating to the for-profit portions of the office tower.

Hodgson Russ is representing a local development corporation in the financing of a \$200 million building related to the College of Nanoscale Science and Engineering. The project presents a number of issues, including the determination of portions of the building that qualify for financing with the proceeds of tax-exempt bonds.

After GE closed its Lufkin operations in Wellsville, N.Y., a HR team led by Daniel Spitzer helped the Allegany County Industrial Development Agency acquire the building and bring in as a replacement an advanced manufacturing firm. Elizabeth Holden undertook aspects of the real estate transaction, including negotiating the terms of the transfer from GE and the new lease. Michael Hecker directed the environmental review and drafting of the environmental covenant governing the transfer and reuse of the building, and protecting the IDA from any preexisting site concerns. Joseph Scott assisted the IDA in arranging financial incentives to bring about the expansion of a local hi-tech manufacturer, including a PILOT which deviated from the IDA's Uniform Tax Exemption Policy.



A. JOSEPH SCOTT, III

Hodgson Russ represents an industrial development agency in the \$50 million relocation of a manufacturing facility to address local flooding issues. The industrial development agency acted as a conduit for a variety of federal, state, and local grants and loans, and acted to assemble the real estate comprising the new site through condemnation and negotiation. The agency is also acting as the lead entity in addressing State Environmental Quality Review Act (SEQRA) and federal wetland issues.

Hodgson Russ represented an industrial development agency (IDA) in the undertaking of a downtown incubator project for a historically significant building to be occupied by nanoscience tenants. Our work on the project included the commencement of a condemnation proceeding to acquire the site and the structuring of a payment in lieu of taxes (PILOT) agreement.

Hodgson Russ has represented counties and local industrial development agencies in the restructuring of the provision of public nursing home services. In several situations, the restructuring involved the transfer of the nursing home from the local county to a private owner and operator. In one situation, we formed a local development corporation controlled by the local county to operate the local nursing home.

Hodgson Russ represents a regional planning commission in the structuring of a solution to the combined sewer outflow issue involving six municipalities along the Hudson River. The total cost of the capital project in excess of \$80 million and is expected to take place over a 15-year period. The municipalities are entering into an intermunicipal cooperation agreement, and our role is to design the financing structure to provide for the financing.

Hodgson Russ represented an industrial development agency relating to the issuance of more than \$7 million worth of payment in lieu of taxes (PILOT) revenue bonds to finance the development of a technology park for the siting of high-tech industries. The proceeds of the revenue bonds were used to finance roads, water and sewer lines, drainage improvements, and lighting infrastructure. This financing is an example of a private-public partnership in the development of a technology park.

Several Hodgson Russ municipal clients have asked us to consider the legal issues relating to the conveyance of municipality-owned capital projects. One such project involved the conveyance of a large municipally owned landfill to a private owner and operator. Issues addressed included the treatment and use of the sale proceeds and status of the tax-exempt bonds previously issued by the municipality to acquire and improve the landfill.

Hodgson Russ's bond counsel, real estate, environment and energy, and education law attorneys work together to assist school districts in capital improvement projects, including school districts' evaluation of environmental impacts under the State Environmental Quality Review Act (SEQRA). The dozens of projects we have worked on include improvements such as new school buildings and sports facilities, additions to existing campuses, roadways, and reconstruction and renovation work.

Hodgson Russ represented an industrial development agency in the siting of a \$120 million manufacturing facility. The payment in lieu of taxes (PILOT) agreement was structured to finance grants provided by Empire State Development for site improvements and other costs related to the project. Other elements of the project included a claw-back provision in the PILOT agreement.



A. JOSEPH SCOTT, III

In the News

Industry Roundtable: Economic Development
Albany Business Review, October 18, 2019

Peak Resorts Completes Acquisition Of Hunter Mountain For \$36.8 Million
The Street, January 7, 2016

Press Releases

Fifty-Five Hodgson Russ Attorneys Ranked in 2021 *Best Lawyers in America*
Hodgson Russ Press Release, August 20, 2020

52 Hodgson Russ Attorneys Named to Various *Best Lawyers* Listings
Hodgson Russ Press Release, August 20, 2019

Forty-Eight Hodgson Russ Attorneys Named to Various *Best Lawyers* Listings
Press Release, August 15, 2018

Fifty-two Hodgson Russ Attorneys Named to 2018 *Best Lawyers* Listing, Five Included in "Lawyer of the Year" Categories
Press Release, August 15, 2017

2017 *Best Lawyers* Names Fifty-four Hodgson Russ Attorneys From Multiple Offices
Hodgson Russ Press Release, August 18, 2016

Fifty-Five Hodgson Russ Attorneys Named to *Best Lawyers* 2016, Five Honored as Buffalo *Lawyers of the Year*
Press Release, August 17, 2015

Publications

New State Legislation Provides Financial Flexibility to Local Governments and School Districts
Hodgson Russ Bond Counsel Alert, August 31, 2020

Industrial Development Agencies in New York State
Tax Notes State, August 17, 2020

Governor Cuomo Extends Executive Order Permitting Remote Public Meetings Another 30 Days
Hodgson Russ Municipal and Education Alert, August 7, 2020

Update on CARES Act Emergency Financial Aid Grants to Higher Education Students
Hodgson Russ College & University Alert, July 31, 2020

Municipalities Hit with Deluge of FOIL Requests After Repeal of Section 50-a of the Civil Rights Law
Hodgson Russ Municipal Alert, June 22, 2020



A. JOSEPH SCOTT, III

COVID-19 Response Update for Industrial Development Agencies
Hodgeson Russ Public Authority Alert, June 9, 2020
Governor Cuomo's Latest Executive Order Extends Deadlines to Submit Absentee Ballots for School Vote
Hodgeson Russ Education Alert, June 8, 2020
Guidance on Upcoming Budget Vote and Board Member Election
Hodgeson Russ Education Alert, June 5, 2020
Department of Education Releases Final Title IX Regulations
Hodgeson Russ Education Alert, May 13, 2020
New York Executive Order Modifies Real Property Tax Deadlines
Hodgeson Russ Municipal Alert, May 5, 2020

Presentations & Events

Legal Compliance for IDA Loans and Grants
NYSEDC, July 8, 2020
2020-2021 State Budget and Active IDA Legislation
NYS Economic Development Council IDA Academy, June 24, 2020
NYSEDC IDA Academy
Melville Marriott, Long Island, New York, November 14, 2019
New Legislation and Its Impact on IDAs
New York State Economic Development Council, Batavia, New York, September 10, 2019
Association of School Business Officials of New York - Capital Region Chapter Meeting
Albany, NY, March 1, 2019
Preparing for IRS and SEC Scrutiny: Procedures and Training
Hodgeson Russ, 140 Pearl St, Buffalo, NY 14202, April 24, 2018
Preparing for IRS and SEC Scrutiny: Procedures and Training
Albany, NY, May 11, 2017
Municipal Law Seminar
Hilton Garden Inn, 30 Clifton Country Road, Clifton Park, NY, September 27, 2016
Municipal Law Seminar: IRS and Securities
Clifton Park, NY, June 9, 2015



A. JOSEPH SCOTT, III

15th Annual Town Finance School, Municipal Lease Purchasing
Association of Towns of the State of New York and the NYS Office of the State Comptroller, Saratoga Springs, NY, May 7,
2015

Professional Affiliations

- National Association of Bond Lawyers
- New York State Economic Development Council
- New York State Bar Association Municipal Law and Tax Sections
- Co-chair, New York State Bar Association Municipal Law Section Legislation Committee
- New York State Bar Association Municipal Law Section Executive Committee
- New York State Government Finance Officers Association
- New York State Association of School Business Officials
- Panelist, Annual Bond Attorneys Workshop, sponsored by the National Association of Bond Lawyers

Community & Pro Bono

- Co-chair, Parks & Trails New York board of directors
- Local Planning Committee (LPC) for the City of Albany Downtown Revitalization Initiative (DRI)



JOHN A. ALESSI

Partner, Municipal Finance & Special Districts Practice
Leader



jalessi@hodgsonruss.com 716.848.1567

John represents counties, cities, towns, villages, school districts, fire districts, utility districts, underwriters, and trustees on a wide range of general obligation bond financings. He has worked on complex refunding matters, tax and revenue note financings, and large capital project financings. He is also heavily involved in the planning of school and municipal projects and works closely with municipal advisors, architects and engineers, bond insurers, verification agents, escrow agents, and other market professionals.

John carries on the tradition of the public finance practice started by his father, Richard D. Alessi, who represented a large number of municipal issuers in Western New York for 40 years.

Honors

- 2013 *Upstate New York Super Lawyers Rising Stars*
- *Leadership Buffalo Class of 2011*

Experience

Hodgson Russ's bond counsel, real estate, environment and energy, and education law attorneys work together to assist school districts in capital improvement projects, including school districts' evaluation of environmental impacts under the State Environmental Quality Review Act (SEQRA). The dozens of projects we have worked on include improvements such as new school buildings and sports facilities, additions to existing campuses, roadways, and reconstruction and renovation work.

The Company Building
140 Pearl Street
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677 Broadway
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Albany, NY 12207
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New York City
605 Third Avenue
Suite 2100
New York City, NY 10158
212.751.4300

Practices & Industries

Municipal Finance & Special
Districts
Education
Municipal
Bond Counsel
Public Authority

Admissions

New York

Education

Canisius College, B.S., *Magna Cum
Laude*

ALBANY BUFFALO HACKENSACK NEW YORK CITY PALM BEACH SARATOGA SPRINGS TORONTO www.hodgsonruss.com



JOHN A. ALESSI

In the News

Hodgson Russ Announces New Partners
January 1, 2011

University at Buffalo School of Law,
J.D.

Press Releases

Seventy Hodgson Russ Attorneys Named to Super Lawyers Listing
August 2013

Publications

New State Legislation Provides Financial Flexibility to Local Governments and
School Districts

Hodgson Russ Bond Counsel Alert, August 31, 2020

Governor Cuomo Extends Executive Order Permitting Remote Public Meetings
Another 30 Days

Hodgson Russ Municipal and Education Alert, August 7, 2020

Municipalities Hit with Deluge of FOIL Requests After Repeal of Section 50-a of the
Civil Rights Law

Hodgson Russ Municipal Alert, June 22, 2020

COVID-19 Response Update for Industrial Development Agencies

Hodgson Russ Public Authority Alert, June 9, 2020

Governor Cuomo's Latest Executive Order Extends Deadlines to Submit Absentee
Ballots for School Vote

Hodgson Russ Education Alert, June 8, 2020

Guidance on Upcoming Budget Vote and Board Member Election

Hodgson Russ Education Alert, June 5, 2020

Department of Education Releases Final Title IX Regulations

Hodgson Russ Education Alert, May 13, 2020

New York Executive Order Modifies Real Property Tax Deadlines

Hodgson Russ Municipal Alert, May 5, 2020

School Votes Set for June 9 Under Substantially Revamped Procedures

Hodgson Russ Education Alert, May 2, 2020

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JOHN A. ALESSI

Proposed Legislation to Aid Local Governments and Schools in the Wake of COVID-19
Hodgson Russ Bond Counsel Alert, April 27, 2020

Presentations & Events

Review of New 2020 School Budget Vote and Board Election Procedures and Timelines
May 7, 2020

35th Annual School Client Conference
Millennium Hotel, 2040 Walden Avenue, Buffalo NY 14225, January 17, 2020

2019 Municipal Law Seminar
Millennium Hotel, 2040 Walden Avenue, Cheektowaga, NY 14225, May 16, 2019

34th Annual School Client Conference
Millennium Hotel Buffalo, January 18, 2019

Exempt Organizations Conference
Amherst, New York, November 15, 2018

Municipal Law Seminar
Millennium Hotel, 2040 Walden Avenue, Cheektowaga, NY 14225, May 17, 2018

Preparing for IRS and SEC Scrutiny: Procedures and Training
Hodgson Russ, 140 Pearl St, Buffalo, NY 14202, April 24, 2018

Capital Asset Management Through The Issuance Of General Obligation Notes And Bonds--An Overview
April 16, 2018

33rd Annual School Client Conference
Millennium Hotel Buffalo, 2040 Walden Ave, Buffalo, NY, January 12, 2018

2017 Capital Project Workshop Series
Erie 1 BOCES, October 25, 2017

Professional Affiliations

- National Association of Bond Lawyers
- Government Finance Officers Association
- New York State Association of School Business Officials
- Association of Towns of the State of New York
- American Bar Association
- New York State Bar Association



JOHN A. ALESSI

- Bar Association of Erie County; Municipal Committee and School Law Committee (former Secretary)

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MARLA WAISS
Partner



mwaiss@hodgsonruss.com 716.848.1203

Marla focuses her practice on federal and international tax matters, including tax controversy matters with the IRS and federal tax matters related to tax-exempt organizations and bond financings. She has extensive experience advising international clients on business expansion into the United States, structuring considerations in purchasing U.S. real estate, cross-border mergers and acquisitions, tax implications of relinquishing U.S. citizenship or residency status, trust and estate planning for individuals resident abroad, and the application of the U.S. anti-deferral regimes. Marla also has extensive experience working on tax controversy matters, including advising clients on voluntary disclosure options, large IRS audits, and U.S. Tax Court matters. Marla also regularly advises clients on federal tax issues related to bond financings, including post-issuance compliance matters, private business use, IRS remedial actions for maintaining the tax-exempt status of bonds and the IRS Voluntary Closing Agreement Program. She also works with a variety of tax-exempt organizations and private foundations on obtaining and maintaining tax-exempt status and the unrelated business income tax rules. Marla's practice also involves advising high-net-worth clients on charitable giving, including the formation of private foundations and drafting pledge agreements.

Marla exclusively practices U.S. law and is admitted to practice in New York.

Honors

- Listed, 2013 *Upstate New York Super Lawyers Rising Stars*
- Best Brief Award, Mangel National Tax Moot Court Competition
- Former assistant executive editor, *Buffalo Law Review* (2001-2002)
- Phi Beta Kappa
- *Buffalo Business First/Buffalo Law Journal's* Legal Elite of Western New York, 2015

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Practices & Industries

Business Tax
International Tax
Tax Dispute Resolution
Trusts & Estates
International U.S. Cross-Border
Canada-U.S. Cross-Border
Education
Municipal
Bond Counsel
Tax-Exempt Organizations
New York
U.S. Tax Court

Education

University at Buffalo, B.A., *Magna*

MARLA WAISS

Experience

Hodgson Russ assisted a client with a \$50 million pledge to a university for a charitable purpose. The work involved drafting and negotiating various provisions of the gift agreement with the university and advising on the federal tax material restriction rule for donors, including the level of involvement a donor may have with respect to the gifted funds for purposes of the charitable deduction rules under Internal Revenue Code Section 170.

Since 2012, a Hodgson Russ team led by Mr. Gilbride has represented the Buffalo Sabres and its affiliate, HARBORCENTER, in conjunction with the development of HARBORCENTER, an approximately \$200 million, 600,000-square-foot sports retail, entertainment, parking, and hospitality complex. This first-of-its-kind mixed-used facility includes two ice rinks; a 19-story, full-service Marriott hotel; a sports-themed nightclub and restaurant; retail spaces; and an 800-car parking facility, all of which are connected to the existing Key Bank Center via skywalk. Hodgson Russ has worked with the Sabres on all aspects of this project from its inception, including environmental review, contract negotiations, permitting, construction, economic development incentives, financing, and tax planning.

Hodgson Russ assisted a Canadian client with the purchase and sale of U.S. vacation property and advised on the federal and state tax considerations for nonresidents owning U.S. real property, including the reporting of U.S. source rental income and the implications of the Foreign Investment in Real Property Tax Act (FIRPTA) upon a sale of the property. Our services also involved U.S. estate planning with respect to the ownership of the property.

Hodgson Russ advised an educational institution with respect to the federal tax issues upon the sale of a building with outstanding tax-exempt bonds. The advice involved an analysis of available IRS remedial actions to preserve the tax-exempt status of the bonds, including a redemption of the bonds and use of the disposition proceeds for an alternative qualifying use.

Hodgson Russ advised a Canadian client of the IRS voluntary disclosure options available for U.S. citizens living abroad, including the 2012 Offshore Voluntary Disclosure Program and the IRS Streamlined Program. The advice involved a discussion as to whether the client was a U.S. citizen. The advice also involved discussion of U.S. tax compliance requirements applicable to U.S. citizens, including the Foreign Bank Account Report (FBAR) filing rules.

Carm Laude
University at Buffalo School of Law,
J.D., Cum Laude

MARLA WAISS

In the News

Thought Leaders: The Community Benefits
Buffalo Business First, May 22, 2020

IRS Ramping Up Foreign Tax Demands
Buffalo Law Journal, December 21, 2015

Hodgson Russ Announces New Partners
January 1, 2011

Marla Waiss Accepted to Leadership Buffalo Rising Leaders Program
January 24, 2006

Press Releases

Seventy Hodgson Russ Attorneys Named to *Super Lawyers* Listing
August 2013

Publications

New State Legislation Provides Financial Flexibility to Local Governments and School Districts
Hodgson Russ Bond Counsel Alert, August 31, 2020

Governor Cuomo Extends Executive Order Permitting Remote Public Meetings Another 30 Days
Hodgson Russ Municipal and Education Alert, August 7, 2020

Remote Notarization and Witnessing Extended in New York
Hodgson Russ Trusts & Estates Alert, July 21, 2020

Municipalities Hit with Deluge of FOIL Requests After Repeal of Section 50-a of the Civil Rights Law
Hodgson Russ Municipal Alert, June 22, 2020

Governor Cuomo's Latest Executive Order Extends Deadlines to Submit Absentee Ballots for School Vote
Hodgson Russ Education Alert, June 8, 2020

Guidance on Upcoming Budget Vote and Board Member Election
Hodgson Russ Education Alert, June 5, 2020

Department of Education Releases Final Title IX Regulations
Hodgson Russ Education Alert, May 13, 2020

IRS Issues Additional Guidance on Employee Retention Tax Credit; Consistency with Congressional Intent Again
Questioned
Hodgson Russ Federal-International Tax Alert, May 5, 2020



MARLA WAISS

New York Executive Order Modifies Real Property Tax Deadlines

Hodgson Russ Municipal Alert, May 5, 2020

School Votes Set for June 9 Under Substantially Revamped Procedures

Hodgson Russ Education Alert, May 2, 2020

Presentations & Events

35th Annual School Client Conference
Millennium Hotel, 2040 Walden Avenue, Buffalo NY 14225, January 17, 2020

2019 Summer Tax Series

Understanding New York State Tax Issues of 2019

The Harvard Club 35 W. 44th Street, New York, NY, June 12 - August 7, 2019

34th Annual School Client Conference
Millennium Hotel Buffalo, January 18, 2019

Hodgson Russ Seminar: Current Trends in IRS and New York State Enforcement Efforts for Tax-Exempt Organizations
Hodgson Russ, The Guaranty Building, 140 Pearl Street, Buffalo, NY, November 13, 2018

New York State Bar Association, Local and State Government Law Section Fall Meeting
Buffalo, New York, September 28-29

Hodgson Russ Seminar: Current Trends and Legal Updates for Tax-Exempt Organizations
Hodgson Russ, The Guaranty Building, 140 Pearl Street, Buffalo, NY, July 11, 2018

Preparing for IRS and SEC Scrutiny: Procedures and Training

Hodgson Russ, 140 Pearl St, Buffalo, NY 14202, April 24, 2018

33rd Annual School Client Conference

Millennium Hotel Buffalo, 2040 Walden Ave, Buffalo, NY, January 12, 2018

Preparing for IRS and SEC Scrutiny: Procedures and Training
Buffalo, NY, May 11, 2017

32nd Annual School Client Conference
Cheektowaga, New York, January 13, 2017

Professional Affiliations

- American Bar Association
- New York State Bar Association
- Bar Association of Erie County



MARLA WAISS

- National Association of Bond Lawyers
- Ontario Bar Association

Community & Pro Bono

- Configuration Dance Theatre board of directors



MICHAEL T. LOGAN
Senior Associate



mlogan@hodgsonruss.com 518.433.2409

Michael focuses his practice on various forms of financings for municipalities, school districts, municipal authorities, for-profit corporations, and nonprofit corporations. His financing work includes general obligation debt, sewer and water revenue bond issues, and industrial development agency financings.

Michael has performed or supported the role of issuer's counsel and bond counsel on a variety of industrial development agency and public authority projects. Examples of such industrial development projects include commercial, manufacturing, nonprofit, and recreational projects. Examples of such public authority projects include parking, water and sewer systems, and airport projects. In connection with municipal and school district finance, Michael has performed or supported the role of bond counsel and underwriter's counsel.

Since joining Hodgson Russ, Michael has been involved in the development and structuring of a number of capital projects with emphasis on creating a regional approach to the financing structure and on connecting public and private entities (i.e., private/public partnerships) to provide a regional public/private solution. Each situation has required an understanding of benefits and limitations of public finance under New York State law and the federal tax law, together with an awareness of what the private sector and private capital markets can provide.

Honors

- Listed, *Upstate New York Super Lawyers Rising Stars*, (Government Finance) 2018 - 2020
- Leadership Tech Valley, Class of 2020
- Order of the Coif
- Former articles editor, *Buffalo Law Review*
- Frederic L. Ballard Jr. Memorial Scholar – National Association of Bond Lawyers

677 Broadway
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Albany, NY 12207

Practices & Industries

Bond Counsel
College & University
Education
Land Use & Economic Development
Municipal
Municipal Finance & Special Districts
Public Authority
Renewable Energy

Admissions

New York

Education

State University College at Buffalo,
B.A., *Summa Cum Laude*
Niagara University, M.S.
University at Buffalo, M.B.A., *With Distinction*
University at Buffalo School of Law,
J.D., *Magna Cum Laude*



MICHAEL T. LOGAN

- Western New York Prosperity Fellow
- Phi Alpha Theta National History Honor Society
- Kappa Delta Pi International Education Honor Society

Experience

On behalf of a client acting as the underwriter, Hodgson Russ attorneys reviewed and provided commentary analysis of the preliminary and official statements for a \$20 million charter school bond issuance a New York State charter school. We prepared the due diligence questionnaire, drafted the bond purchase agreement, and worked on finalization of the documents required for the transcript verifying the transaction.

Hodgson Russ has represented a variety of public authorities in the undertaking of various capital projects. Projects include parking garages, airports, hydroelectric facilities, and water and sewer systems. In connection with such representations, we drafted state legislation to create the public authorities and amend their enabling legislation. Related financings include refundings and financings to fund the termination payments of guaranteed investment contracts/hedge agreements.

Following the expiration of the provisions of the New York State General Municipal Law authorizing industrial development agencies to issue bonds to assist nonprofit corporations in financing capital projects, attorneys at Hodgson Russ developed a financing structure using locally created local development corporations (LDCs) to fill the void. As part of the LDC structure developed by the Hodgson Russ attorneys, we were successful in obtaining a private letter ruling from the Internal Revenue Service confirming our structure and providing that bonds issued by the LDCs would be eligible for exemption from federal income taxation.

Hodgson Russ attorneys drafted the documents required for and worked on finalization of the transcript documenting an industrial development revenue bond issuance for an industrial development agency in New York State. The industrial development revenue bond was issued to a manufacturer of paper and packaging goods.

Hodgson Russ is representing a local development corporation in the financing of a \$200 million building related to the College of Nanoscale Science and Engineering. The project presents a number of issues, including the determination of portions of the building that qualify for financing with the proceeds of tax-exempt bonds.

Hodgson Russ has represented counties and local industrial development agencies in the restructuring of the provision of public nursing home services. In several situations, the restructuring involved the transfer of the nursing home from the local county to a private owner and operator. In one situation, we formed a local development corporation controlled by the local county to operate the local nursing home.

Hodgson Russ represents a regional planning commission in the structuring of a solution to the combined sewer overflow issue involving six municipalities along the Hudson River. The total cost of the capital project is in excess of \$80 million and is expected to take place over a 15-year period. The municipalities are entering into an intermunicipal cooperation agreement, and our role is to design the financing structure to provide for the financing.

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MICHAEL T. LOGAN

Hodgeson Russ's bond counsel, real estate, environment and energy, and education law attorneys work together to assist school districts in capital improvement projects, including school districts' evaluation of environmental impacts under the State Environmental Quality Review Act (SEQRA). The dozens of projects we have worked on include improvements such as new school buildings and sports facilities, additions to existing campuses, roadways, and reconstruction and renovation work.

In the News

Hodgeson Russ Attorney Michael T. Logan Newly Admitted to New York State Bar
January 28, 2013

Press Releases

Sixty-Two Hodgeson Russ Attorneys Named to 2020 Upstate New York Super Lawyers
Hodgeson Russ Press Release, September 8, 2020

Sixty Hodgeson Russ Attorneys Named to 2019 Upstate New York Super Lawyers
Press Release, August 12, 2019

Sixty-One Hodgeson Russ Attorneys Named to 2018 Upstate New York Super Lawyers
Press Release, August 20, 2018

Hodgeson Russ Announces Five Newly Elected Partners, Nine Attorneys Promoted to Senior Associate
Press Release, January 2, 2018

Publications

New York State Further Expands its Renewable Energy Buildout: Clean Energy Standard 2.0 Approved
Hodgeson Russ Renewable Energy Alert, October 16, 2020

New York Appellate Court Decision Stops Short of Settling Solar Property Tax Issues
Hodgeson Russ Renewable Energy Alert, September 22, 2020

Top 10 Things to Know About New York State's New Proposed Large-Scale Renewable Project Siting Regulations
Hodgeson Russ Renewable Energy Alert, September 17, 2020

Latest Decision from FERC Highlights Potential for State Action on Resource Adequacy
Hodgeson Russ Renewable Energy Alert, September 10, 2020

New State Legislation Provides Financial Flexibility to Local Governments and School Districts
Hodgeson Russ Bond Counsel Alert, August 31, 2020



MICHAEL T. LOGAN

Industrial Development Agencies in New York State
Tax Notes State, August 17, 2020

Governor Cuomo Extends Executive Order Permitting Remote Public Meetings: Another 30 Days
Hodgeson Russ Municipal and Education Alert, August 7, 2020

Beneath the Waves: New York State and Local Tax and Regulatory Landscape For Offshore Wind Projects
Hodgeson Russ Renewable Energy Alert, August 6, 2020

Update on CARES Act Emergency Financial Aid Grants to Higher Education Students
Hodgeson Russ College & University Alert, July 31, 2020

New York Announces Solicitations for Over 1,500 MW of On-Shore Renewable Energy: What's New and Noteworthy
about the NYPA and NYSERDA Large Scale Renewables Procurements
Hodgeson Russ Renewable Energy Alert, July 24, 2020

Presentations & Events

Bond Financing Disclosure: Procedures & Training
Association of School Business Officials of NY, March 12, 2020

NYGFOA: Northeast Holiday Seminar
New York Government Finance Officers Association, Troy, New York, December 11, 2019

Association of School Business Officials of New York - Capital Region Chapter Meeting
Albany, NY, March 1, 2019

Steps to Forming an LLC: General Formation Information and Advantages over Sole Proprietorships/DBAs
Schuylerville, New York, September 13, 2018

Preparing for IES and SEC Scrutiny: Procedures and Training
Hodgeson Russ, 140 Pearl St., Buffalo, NY 14202, April 24, 2018

Preparing for IRS and SEC Scrutiny: Procedures and Training
Albany, NY, May 11, 2017

Municipal Law Seminar
Hilton Garden Inn, 30 Clifton Country Road, Clifton Park, NY, September 27, 2016

Municipal Law Seminar: IRS and Securities
Clifton Park, NY, June 9, 2015



MICHAEL T. LOGAN

15th Annual Town Finance School: Municipal Lease Purchasing
Association of Towns of the State of New York and the NYS Office of the State Comptroller, Saratoga Springs, NY, May 7,
2015

Professional Affiliations

- National Association of Bond Lawyers
- New York Bar Association Municipal Law Section
- New York State Government Finance Officers Association
- New York State Association of School Business Officials
- New York State Economic Development Council
- Hodgson Russ Committee on Attorney Recruiting, Development & Diversity

Community & Pro Bono

- Prentice Family Foundation's Western New York (WNY) Prosperity Fellowship Program alumni advisory board
- Member, Woodland Hill Montessori School Board of Trustees, Rensselaer County, New York
- Member, Leadership Tech Valley Steering Committee, Capital Region Chamber, New York



PAMELLA D. WEISBERG

Paralegal

pweisber@hodgsonruss.com 518.433.2426

Pamela has 20 years of experience in municipal finance. Her experience includes all types of general obligation bond and note financings, IDA bond transactions, and straight lease transactions. Pamela handles public and negotiated structuring for governmental bond and note sales and drafts offering documents for general obligation bond issuers.

In the News

Area law practice helps revitalize buildings and grounds at Yaddo
The Saratogian, October 13, 2020

Law firm volunteers to sniff up Yaddo
Times-Union, October 9, 2020

Professional Affiliations

- National Association of Bond Lawyers for Legal Assistants
- Capital District Paralegal Association, Inc.
- Empire State Alliance of Paralegal Associations
- National Association of Paralegal Associations

677 Broadway
Suite 301
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Practices & Industries

Bond Counsel
Municipal Finance & Special
Districts

ALBANY BUFFALO HACKENSACK NEW YORK CITY PALM BEACH SARATOGA SPRINGS TORONTO www.hodgsonruss.com

RESOLUTION NO. 427

**AUTHORIZING AN AGREEMENT WITH HODGSON RUSS, LLP
REGARDING BOND COUNSEL SERVICES**

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller issued a Request for Proposals (RFP) regarding bond counsel services for Albany County, and

WHEREAS, The Comptroller's Office has reviewed the responses of four institutions that were received and considered criteria such as the firm's qualifications and experience, plan implementation and cost proposals, and

WHEREAS, The Comptroller has recommended that a contract for bond counsel services be awarded to Hodgson Russ, LLP based on a comparison of the criteria set forth above, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Hodgson Russ, LLP, Albany, NY 12207 for bond counsel services according to fee arrangements specified in the firm's RFP response, for a term commencing December 1, 2020 and ending November 30, 2023, with an option to renew the agreement for two additional one-year terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.