

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Tuesday, March 23, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS
3. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR252 (KNOX CAVE ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND KNOX
4. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR303 AND CR311 (BEAVER DAM ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND NEW SCOTLAND
5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AARP REGARDING THE 2021 COMMUNITY CHALLENGE GRANT PROGRAM

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Tuesday, February 23, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:**2. AUTHORIZING A LEASE AGREEMENT WITH MVP HEALTH CARE REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH SARATOGA RAILROAD ENGINEERING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE VOORHEESVILLE RAIL CROSSING QUIET ZONE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING AGREEMENTS WITH DIRECT ENERGY BUSINESS REGARDING THE SUPPLY OF NATURAL GAS FOR VARIOUS COUNTY FACILITIES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE COUNCIL ON THE ARTS REGARDING FACILITIES UPGRADES AT THE SHAKER HERITAGE SITE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AUTHORIZING AGREEMENTS WITH THE AFFORDABLE HOUSING PARTNERSHIP, AND PLUGIN SOLUTIONS ONLINE, LLC FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF ELECTRIC VEHICLE CHARGING STATIONS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

7. AUTHORIZING THE SUBMISSION OF INTERCONNECTION APPLICATIONS TO NATIONAL GRID REGARDING THREE POTENTIAL SOLAR SITES IN ALBANY COUNTY

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 11, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval for a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231, the first of two renewal options was adopted May 11, 2020 Resolution 146. Since both parties agree to the renewal, this will be the final renewal option for this agreement.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2303, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for the Renewal of the Paint Striping Agreement

Date: 2/11/2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

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 Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Atlantic Pavement Marking Inc.

15 Industrial Rd.

Prospect, CT 06712

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$183,770.40

Scope of Services: Paint Striping of County Roadways

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: D95020.44004
Appropriation Amount: \$183,770.40

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/1/2021-6/30/2022
Length of Contract: One Year - Final Renewal

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval for a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231, the first of two renewal options was adopted May 11, 2020 Resolution 146. Since both parties agree to the renewal, this will be the final renewal option for this agreement.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS

PURSUANT TO RESOLUTION NO. 231 FOR 2019, ADOPTED JUNE 10, 2019

This Agreement is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal office and place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and Atlantic Pavement Marking Inc., a Connecticut corporation registered to do business in New York State, with a principal office and place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor").

WHEREAS, the County has issued a request for bids for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said project to be administered by the Albany County Department of Public Works (hereinafter called "DPW") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid dated May 2, 2019, providing for the aforesaid highway construction services (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the bid of the Contractor to provide the aforesaid highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this Agreement by Resolution No. 231 for 2019, adopted June 10, 2019; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB (including, but not limited to, the Project Manual), which is incorporated by reference and made a part hereof; the Bonds (i.e.: the Performance Bond and the Labor and Materials Bond) which is incorporated by reference and made a part hereof; the Bid, which is incorporated by reference and made a part hereof; (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Performance Bond; 4) the Labor and Materials Bond; and 5) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required,

and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

Striping of County Highways
(Project No: 19-C547)
(Bid #2019-055)

(hereinafter called the "project"), in accordance with the provisions contained in the RFB, including, but not limited to, the Technical Specifications contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes: Painting Traffic Lines and/or Symbols on various Albany County Highways as directed by the Albany County Department of Public Works.

The project is also referred to by DPW as Project No. 19-C547. The project has been designed by the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, New York 12186, telephone number (518) 765-2786 (hereinafter called the "Engineer") who has or assume all duties, responsibilities, rights and authority assigned to the Engineer in the contract documents.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

- 3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the Engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
- 3.3 In addition to those referred to in paragraph 3.2, *supra*, Contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.
- 3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
- 3.5 Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the Engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

- 4.1 The term of the Agreement shall be for the period of one (1) year from the date of execution by the parties through October 31, 2019. Prices shall remain firm for the entire contract period.
- 4.2 At the end of the initial one (1) year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

ARTICLE 5. FEES; PAYMENT SCHEDULE

- 5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00). More specifically, the Contractor agrees to accept the unit prices bid set forth in its bid times the actual number of units used as full compensation, including an additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.
 - 5.1.1 The unit prices shall be as stated in the Bid at pages BF-3 – BF-5, copies of which are attached hereto as Schedule A and made a part hereof.
- 5.2 The final contract price shall be the amount obtained from the summation of the products of the quantities of work as done multiplied by the unit prices bid.
- 5.3 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DPW. Applications for Payment will be initially processed by the Engineer. Upon approval by the Engineer and DPW's satisfaction with the services presented for payment, and upon the Commissioner of DPW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.
- 5.4 Prior to completion, progress payments for work satisfactorily performed will be in an amount equal to:
 - 100% of the work completed, computed as the number of units completed, multiplied by the unit price bid, less retainage of 5% (until substantial completion), less all previous billings.
- 5.5 Upon completion, retainage may be reduced to 2% of contract price. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit fully-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.
- 5.6 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.
- 5.7 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative,

shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

- 6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.
- 6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the RFB and which previously have been approved by owner for such payment.
- 6.3 Any claims, liens and judgments referred to in this section shall pertain to the Project and shall be filed in accordance with the terms of the Agreement and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- 7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor's work completed or the material supplier's material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitably discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier from the County's payments to the Contractor for the remaining amounts of contract price as provided in Article 5, *supra*.
- 7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 5, *supra*, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.
- 7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.

- 7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any Contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

- 8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.
- 8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law, before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the Contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the Contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

- 9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule B, attached hereto and made a part hereof, and/or the kinds and in the amounts provided in Section 19: Insurance Requirements set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.
- 9.2 No work shall be commenced under this Agreement until the Contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- 9.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor making or performing said Agreement shall compensation

for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and this Agreement.

- 9.4 In addition to the insurance requirements described in Paragraphs 9.1 through 9.3, the Contractor shall provide the County with a Performance Bond and a Labor and Materials Bond for the project each in the dollar amount bid by the Contractor.

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this Project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the Contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 14. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor so that work may proceed expeditiously and economically.

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [D] for 1993, in that said Contractor 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. [D] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 17. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 18. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the previous consent in writing of the County.

ARTICLE 19. RELATIONSHIP

The Contractor is, and will function as, an independent Contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and representative of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 20. INDEMNIFICATION

- 20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.
- 20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.

20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.

20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. NON-APPROPRIATIONS

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. 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 made 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.

ARTICLE 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS

This Agreement shall be governed by and construed according to the laws of the State of New York. Venue for any dispute under this Agreement shall be Albany County.

ARTICLE 24. REMEDY FOR BREACH

In the event of a breach by the Contractor, the 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.

ARTICLE 25. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the covenants and agreements hereunder or any of them and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly

according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003 and Resolution No. 251a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the N.Y. Labor Law, contractors and subcontractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000.00 or more shall have in place agreements providing appropriate apprenticeship programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed at the time of bid date and prior to entering into a contract with Albany County.

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, paragraph or article of this Agreement shall be held unconstitutional, invalid or ineffective, in whole or in part, by a court of competent jurisdiction, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, paragraphs or articles hereof.

ARTICLE 31. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 32. HEADINGS --CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, to amend, or to affect the provisions hereof.

ARTICLE 33. STORMWATER MANAGEMENT PROGRAM

Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor's own liability.

ARTICLE 34. MISCELLANEOUS PROVISIONS

- 34.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures of the County.
- 34.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 34.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 34.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 34.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 34.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 7/23/19

BY: _____
Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

ATLANTIC PAVEMENT MARKING, INC.

DATED: 7/10/19

BY: 

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 23 day of July, 2019, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jelli
Notary Public

CT
STATE OF NEW YORK)
COUNTY OF New Haven SS.:

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023

Prospect
On the 10 day of July, 2019, before me, the undersigned, personally appeared Richard Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DEBORAH TOWERS
Notary Public
Connecticut
My Comm. Expires July 31, 2023

Deborah Towers
Notary Public

SCHEDULE A
UNIT BID PRICES

SEE ATTACHED PAGES BF-3 THROUGH BF-5.

SCHEDULE B
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished 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.

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS**

**PURSUANT TO RES. NO. 146 FOR 2020, ADOPTED MAY 11, 2020
(ORIG. AGREEMENT: RES. NO. 231 FOR 2019, ADOPTED JUNE 10, 2019)**

THIS AMENDMENT TO AGREEMENT is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation, duly organized under the laws of the State of New York, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 and Atlantic Pavement Marking, Inc., a Connecticut corporation registered to do business in New York State, with its principal place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WHEREAS, the County has an Agreement with the Contractor for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said Agreement having been authorized by the Albany County Legislature via Resolution No. 231 for 2019 adopted on June 10, 2019 (hereinafter called the "Agreement") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Agreement at "ARTICLE 4. TERM OF CONTRACT: LIQUIDATED DAMAGES" provides for a Term commencing July 1, 2019 and continuing through June 30, 2020, plus, an extension upon mutual agreement by the County and the Contractor, for up to two (2) consecutive one-year terms; and

WHEREAS, the County and the Contractor have agreed to extend the Agreement for a consecutive one-year term; and

WHEREAS, by Resolution No. 146 for 2020, adopted May 11, 2020, the Albany County Legislature has authorized the County Executive to enter into an amendment to agreement for a one-year extension with the Contractor; and

WHEREAS, the Amendment to Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY CONVENANT AND AGREE AS FOLLOWS:

1. That "ARTICLE 5. FEES; PAYMENT SCHEDULE" shall be amended to read as follows:

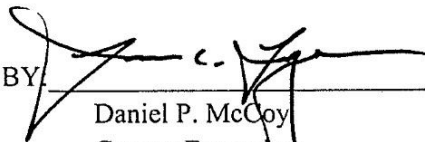
The term of this Agreement shall commence on July 1, 2020 and will continue in effect through June 30, 2021. This Agreement may be extended upon mutual agreement by the County and the Contractor, for up to one (1) consecutive one-year term.

2. That all other Articles, terms, conditions and provisions of the Agreement shall remain in full force and effect, including, but not limited to, compensation to the Contractor in an Amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00) annually, as full compensation for all work performed per year under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement in the day and year opposite of their names.

COUNTY OF ALBANY

DATED: 6/4/2020

BY: 
 Daniel P. McCoy
 County Executive
 or
 Daniel C. Lynch
 Deputy County Executive

ATLANTIC PAVEMENT MARKING,
 INC.

DATED: 5/28/20

BY: 
 Name:

 Title:

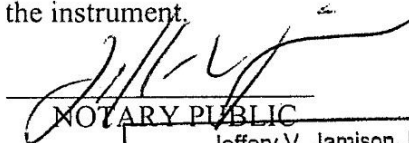
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 4th day of June, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

Jeffery V. Jamison, Esq.
NOTARY PUBLIC, STATE OF NEW YORK
Albany County
02JA6140367
Expires 12/2021

STATE OF CT)
COUNTY OF Prospect) SS.: Prospect

On the ____ day of _____, 2020, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



DEBORAH TOWERS
Notary Public
Connecticut
My Comm. Expires July 31, 2023

RESOLUTION NO. 146

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, By Resolution No. 231 for 2019, this Honorable Body authorized an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for a term commencing July 1, 2019 and ending June 30, 2020, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc., the first of two renewal options, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712, representing the first of two optional renewals, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021 at the following rates:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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 – 5/11/20

RESOLUTION NO. 231

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 6/10/19

By Public Works Committee:

WHEREAS, After an RFB process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712 regarding material, labor and equipment necessary for the striping of Albany County roadways in an amount not to exceed \$183,771, at the unit costs set forth for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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.

Tashjian, Christine

From: Anslow, William
Sent: Wednesday, February 10, 2021 11:05 AM
To: Tashjian, Christine
Subject: FW: striping contract for 2021

From: Atlantic Pavement Marking Inc. <office@atlpavemarking.com>
Sent: Thursday, February 4, 2021 2:19 PM
To: Anslow, William <William.Anslow@albanycountyny.gov>
Subject: Re: striping contract for 2021

Good afternoon,
Just spoke to Marc and Atlantic will extend the contract.
Have a great day.

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

			Vendor	Atlantic	Highway Safety
ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST	ALBANY COUNTY TOTAL COST
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,798,400 FEET	\$ 107,738.40	\$ 120,331.20
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,376,000 FEET	\$ 76,032.00	\$ 99,792.00
	<u>TOTAL BASE BID</u>			\$ 183,770.40	\$ 220,123.20

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)			Total cost to all municipalities	Total cost to all municipalities
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils			\$ 68,607.00	
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils			\$ 60,656.64	
			Total Cost to all Municipalities	\$ 129,263.64	



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: May 3, 2019
RE: RFB 2019-055
Pavement Striping

Based on the two (2) bids received for the departments Pavement Striping of Various County Roads, I concur with our Engineering Office and recommend the award go to the lowest bidder, Atlantic Pavement Marking, Inc., for an amount not to exceed \$183,770.40.

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
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: Lisa M. Ramundo, Commissioner
Public Works

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: May 6, 2019

RE: RFB#2019-055, Painting of Traffic Lines on County Road

I am in receipt of your recommendation to award the aforementioned Request for Bids to Atlantic Pavement Marking, Inc. in the amount not to exceed \$183,770.40.

As Atlantic Pavement Marking, Inc. is the low responsive and responsible bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 23, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$1,598,407.65.

The project includes rehabilitation of existing pavement along CR252 (Knox Cave Rd.), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2326, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for an Agreement with New Castle Paving, LLC for Construction of CR252 (Knox Cave Rd.)

Date: February 22, 2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

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 Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,598,407.65
Scope of Services: Construction of CR252 Highway Improvements

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT7

Appropriation Amount: \$1,598,407.65

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2021-11/30/2021

Length of Contract: 8 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$1,598,407.65.

The project includes rehabilitation of existing pavement along CR252 (Knox Cave Rd.), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

18 Computer Drive East
Suite 203
Albany, NY 12205
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

February 19, 2021

E-MAIL

William Anslow
Albany County Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Re: CR 252 Knox Cave Road Highway Improvement
Project No. 19-C554 (RFB No. 2021-019)
Towns of Berne and Knox
Albany County, NY

Dear Mr. Anslow:

Maser Consulting has reviewed the bids submitted to Albany County on February 18, 2021 for RFB 2021-019 and have the following comments.

A bid analysis was completed and the bids, as submitted by the contractors, have been verified and found to be accurate. The attached bid analysis shows items in red that exceed the engineers estimate by 25 %. The items to be addressed are those Items as submitted by the apparent low bidder, New Castle Paving, LLC.

The following are not major items:

Item 606.7920- Removing and Disposing Box Beam Guide Railing End Assembly

The following Items are major Items:

Item 606.606.120201 – Box Beam Guide Railing End Assembly Type IIA.

Explanation: The engineers estimate was low, as the estimated price was adjusted for the large quantity, for this item.

Item 606.53 – Resetting Box Beam Guide Railing – The engineers estimate was as the fact that it is labor intensive was not taken into consideration. The labor is required in disassembling the existing railing, pulling the posts, driving and posts and reassembling the railing.

Item 645.81 – Type A Sign Posts – This Item was estimated low. The estimated should have been higher since the price of steel fluctuates along with the price of oil.

Maser Consulting recommends award of the project to the apparent low bidder, New Castle Paving, LLC.

MASER CONSULTING

Wayne E. Bonesteel, P.E.
Senior Project Manager



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 22, 2021

RE: RFB #2021-019
CR252 Knox Cave Road
Highway Improvement Project
Construction Services

Upon review of the three (3) Bids that were received regarding the aforementioned project, I would like to recommend the low bidder, New Castle Paving, LLC for the award of this bid in the amount not to exceed \$1,598,407.65.

I have attached a copy of our Engineering Divisions recommendation along with the County's hired Consultants recommendation.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner
FROM: Bill Anslow, Civil Engineer
DATE: February 22, 2021
RE: RFB#2021-019
CR252 Knox Cave Road
Highway Improvement Project
Construction Services

Attached please find the County's hired consultant, Maser Consulting's recommendation letter for the subject project. After reviewing all three (3) of the RFB's, we are in agreement with Maser Consulting that the project be awarded to the low bidder, New Castle Paving, LLC. Total contract amount not to exceed \$1,598,407.65.

Please let me know if you have any questions.

WA:ct



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: Lisa Ramundo
Department of Public Works

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: February 22, 2021

RE: RFB# 2021-019 CR252 (Knox Cave Road) Highway Improvement Project

I am in receipt of your recommendation to award the aforementioned Request for Bids to New Castle Paving LLC in the amount of \$ 1,598,407.65.

As New Castle Paving LLC is the low responsive and responsible bidder, I concur with your recommendation.

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

COUNTY OF ALBANY

CR252 (Knox Cave Road) Highway Improvement Project

RFB #2021-019

ADDENDUM #1

February 11, 2021

The following Addendum No.1 consisting of two (2) pages (including this cover page) is hereby issued on the 11th day of February, 2021, in connection with the Request for Bids 2021-019 CR252 (Knox Cave Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY**RFB #2021-019****CR252 (Knox Cave Road) Highway Improvement Project****ADDENDUM #1**

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Knox Cave Road calls for Bituminous Stabilization but doesn't specify if they want asphalt emulsion, emulsified recycling agent or foamed/expanded asphalt.

ANSWER #1: To use asphalt emulsion for bituminous stabilization.

ITEM #2: Could you please send me the bid results and unit break downs from the previous Knox Cave Road Bid?

ANSWER #2: Unit break down is not available, lump sum bid results are available on the Empire State Purchasing Group.

ITEM #3: Does the asphalt in this contract get purchased by the county or does the contractor purchase the material?

ANSWER #3: The contractor will provide and place all of the asphalt required for this project.

End of Addendum #1

COUNTY OF ALBANY

CR252 (Knox Cave Road) Highway Improvement Project

RFB #2021-019

ADDENDUM #2

February 17, 2021

The following Addendum No.2 consisting of two (2) pages (including this cover page) is hereby issued on the 17th day of February, 2021, in connection with the Request for Bids 2021-019 CR252 (Knox Cave Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB #2021-019

CR252 (Knox Cave Road) Highway Improvement Project

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Our insurance company has asked if OCP coverage is needed since there was a reference of NYSDOT requirements. Please advise.

ANSWER #1: The OCP coverage is actually required as per section SC-5.5 on page SC -7 in the supplemental conditions portion of the project manual.

End of Addendum #2

MEMORANDUM OF BIDS-CR252 (KNOX CAVE ROAD)

Letting Date: February 18, 2021
County: Albany

Bidder Rank	Bidder Name	Submitted Bid At Bid Opening	Verified Bid	Difference
1	NEW CASTLE PAVING, llc	\$1,598,407.65	\$1,598,407.65	
2	CALLANAN INDUSTRIES, INC.	\$1,619,508.57	\$1,619,508.57	
3	PETER LUIZZI BROTHERS	\$1,859,835.95	\$1,859,835.95	

CR252 (Knox Cave Road) Highway Improvement Project
Project No. 19-C554 (Bid No. 2021-019)
Towns of Berne and Knox, Albany County, NY

Analysis of Bids- Shaded RedDenotes greater than 25% Difference.

ITEM #	DESCRIPTION	UNIT	UNIT COST	ENGINEERS ESTIMATE		BIDDER 1			BIDDER 2			BIDDER 3		
				QUANTITY	COST	NEW CASTLE PAVING, LLC			CALLANAN INDUSTRIES, INC.			PETER LUIZZI BROTHERS		
						UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under
203.24010017	SHOULDER BACKUP MATERIAL	TON	\$18.00	7.00	\$196.00	\$25.00	\$175.00	-11%	\$25.00	\$192.50	-8%	\$20.00	\$140.00	-25%
209.13	SILT FENCE-TEMPORARY	LF	\$4.50	649.00	\$3,100.50	\$2.50	\$1,722.50	-44%	\$4.50	\$3,100.50	0%	\$3.50	\$2,411.50	-23%
304.60000017	FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	SY	\$4.50	52,893.00	\$238,018.50	\$1.92	\$101,554.56	-57%	\$1.92	\$101,554.56	-57%	\$2.10	\$111,075.30	-33%
304.80000017	BITUMINOUS STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENTUNCLASSIFIED EXCAVATION AND DISPOSAL	GAL	\$2.21	76,695.00	\$169,495.95	\$2.27	\$174,097.65	3%	\$2.27	\$174,097.65	3%	\$2.35	\$180,373.25	6%
304.90000017	AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	TON	\$18.00	3,125.00	\$56,250.00	\$1.30	\$1,750.00	-93%	\$8.50	\$26,562.50	-53%	\$20.00	\$62,500.00	11%
402.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	QU	\$70.00	647.00	\$45,290.00	\$70.00	\$45,290.00	0%	\$70.00	\$45,290.00	0%	\$70.00	\$45,290.00	0%
402.128303	12.5 TOP COURSE HMA, 80 SERIES COMPACTION	TON	\$60.00	4,536.00	\$272,160.00	\$57.84	\$262,362.24	-1%	\$54.25	\$246,078.00	-10%	\$64.00	\$290,204.00	7%
402.198903	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	\$60.00	7,766.00	\$465,960.00	\$53.00	\$411,598.00	-12%	\$48.50	\$376,651.00	-19%	\$62.00	\$481,492.00	3%
407.0102	DILUTED TACK COAT	GAL	\$3.50	8,601.00	\$30,103.50	\$2.50	\$21,502.50	-29%	\$3.00	\$25,803.00	-14%	\$4.60	\$39,564.60	31%
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	\$0.50	20,158.00	\$10,079.00	\$0.25	\$5,039.50	-50%	\$0.35	\$7,055.30	-30%	\$1.00	\$20,158.00	100%
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	SY	\$1.96	55,754.00	\$105,357.84	\$0.75	\$40,312.50	-62%	\$1.09	\$59,591.86	-41%	\$1.65	\$89,694.10	-16%
606.10	BOX BEAM GUIDE RAILING	LF	\$37.75	22.00	\$830.50	\$45.75	\$1,006.50	21%	\$45.75	\$1,006.50	21%	\$49.00	\$1,078.00	5%
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EA	\$1,188.30	68.00	\$80,804.40	\$1,805.00	\$122,740.00	52%	\$1,805.00	\$122,740.00	52%	\$2,000.00	\$136,000.00	68%
606.53	RESETTING BOX BEAM GUIDE RAILING	LF	\$8.89	9,466.00	\$84,152.74	\$12.00	\$113,592.00	54%	\$12.00	\$113,592.00	54%	\$12.20	\$115,483.20	37%
606.7920	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING END ASSEMBLY	EA	\$59.30	70.00	\$4,151.00	\$85.00	\$5,950.00	43%	\$85.00	\$5,950.00	43%	\$90.00	\$6,300.00	52%
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	\$125,000.00	1.00	\$125,000.00	\$111,000.00	\$111,000.00	-11%	\$115,000.00	\$115,000.00	-8%	\$45,000.00	\$45,000.00	-64%
619.110511	PORTABLE, VARIABLE MESSAGE SIGN (PVM5) STANDARD SIZE-FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, NO CELLULAR COM REQ	EA	\$5,000.00	2.00	\$10,000.00	\$1,000.00	\$2,000.00	-80%	\$3,500.00	\$7,000.00	-30%	\$3,500.00	\$7,000.00	-30%

Analysis of Bids- Shaded RedDenotes greater than 25% Difference.

ITEM #	DESCRIPTION	UNIT	UNIT COST	ENGINEERS ESTIMATE		BIDDER 1			BIDDER 2			BIDDER 3		
				QUANTITY	COST	NEW CASTLE PAVING, LLC			CALLANAN INDUSTRIES, INC.			PETER LUIZZI BROTHERS		
						UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under
619.27	MAILBOXES	EA	\$192.57	6.00	\$1,155.42	\$200.00	\$1,200.00	-4%	\$180.00	\$1,080.00	-141%	\$170.00	\$1,020.00	-12%
625.01	SURVEY OPERATIONS	LS	\$20,000.00	1.00	\$20,000.00	\$1,000.00	\$1,000.00	-95%	\$5,000.00	\$5,000.00	-75%	\$5,000.00	\$5,000.00	-75%
637.11	ENGINEERS OFFIC - TYPE I	MNTH	\$2,500.00	5.00	\$12,500.00	\$500.00	\$2,500.00	-80%	\$1,250.00	\$6,250.00	-30%	\$1,200.00	\$6,000.00	-12%
637.26	RAIN GAUGE	EA	\$200.00	1.00	\$200.00	\$1.00	\$1.00	-100%	\$150.00	\$150.00	-25%	\$100.00	\$100.00	-39%
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	\$1.00	3,500.00	\$3,500.00	\$1.00	\$3,500.00	0%	\$1.00	\$3,500.00	0%	\$1.00	\$3,500.00	0%
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	\$0.35	39,910.00	\$13,968.50	\$0.17	\$6,784.70	-11%	\$0.17	\$6,784.70	-11%	\$0.20	\$7,982.00	-43%
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES- 20 MILS	LF	\$0.35	39,700.00	\$13,895.00	\$0.17	\$6,749.00	-11%	\$0.17	\$6,749.00	-11%	\$0.20	\$7,940.00	-43%
645.1101	GROUND-MOUNTED SIGN PANELS WITHOUTZ-BARS	SF	\$23.70	46.00	\$1,090.20	\$24.50	\$1,127.00	3%	\$24.50	\$1,127.00	3%	\$26.00	\$1,196.00	10%
645.1102	GROUND MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30SF, WITH Z-BARS	SF	\$23.42	306.00	\$7,166.52	\$28.50	\$8,721.00	22%	\$28.50	\$8,721.00	22%	\$30.00	\$9,180.00	26%
645.81	TYPE A SIGN POSTS	EA	\$116.29	65.00	\$7,558.85	\$150.00	\$9,750.00	27%	\$150.00	\$9,750.00	27%	\$160.00	\$10,400.00	34%
647.61	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORTS, FDNS AND ANY ATTACHED SIGNS-SIZE 1 (UNDER 30 SQUARE FEET)	EA	\$19.71	63.00	\$1,241.73	\$15.00	\$945.00	-24%	\$15.00	\$945.00	-24%	\$16.00	\$1,008.00	-19%
697.03	FIELD CHANGE PAYMENT	DC	\$1.00	\$9,161.00	\$9,161.00	\$1.00	\$9,161.00	0%	\$1.00	\$9,161.00	0%	\$1.00	\$9,161.00	0%
698.04	ASPHALT PRICE ADJUSTMENT	DC	\$1.00	\$8,503.00	\$8,503.00	\$1.00	\$8,503.00	0%	\$1.00	\$8,503.00	0%	\$1.00	\$8,503.00	0%
698.05	FUEL PRICE ADJUSTMENT	DC	\$1.00	\$10,770.00	\$10,770.00	\$1.00	\$10,770.00	0%	\$1.00	\$10,770.00	0%	\$1.00	\$10,770.00	0%
	SUBTOTAL						\$1,574,407.65			\$1,594,508.57			\$1,799,835.95	
699.040001	MOBILIZATION	LS	\$71,329.05	1.00	\$71,329.05	\$1.00	\$24,000.00	-66%	\$1.00	\$25,000.00	-65%	\$1.00	\$60,000.00	-16%
	COMPUTED TOTAL				\$1,962,989.20		\$1,598,407.65	-19%		\$1,619,508.57	-17%		\$1,859,835.95	-5%
						4% Mobil Check=	\$62,976.31		4% Mobil Check=	\$63,780.34		4% Mobil Check=	\$71,593.44	

I certify that this contract was bid in accordance with standard competitive bidding procedures and requirements and this tabulation includes the three (3) bids received at a public bid opening held at the Albany County Purchasing Department, 112 State Street, Room 1000, Albany, NY on February 18, 2021 at 11:00 AM for a contract in the Towns of Berne and Knox, Albany County, NY.

Wayne E. Bonesteel

WAYNE E. BONESTEEL, P.E. DATE: February 19, 2021

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
203.24010017	7	Tons	Shoulder Backup Material FOR <u>Twenty Five Dollars and Zero Cents</u> Per Ton	25	00	175	00
209.13	689	LF	Silt Fence - Temporary FOR <u>Two Dollars and Fifty Cents</u> Per LF	2	50	1,722	50
304.60000017	52,893	SY	Full Depth Reclamation of Asphalt Pavement FOR <u>One Dollar and Ninety Two Cents</u> Per SY	1	92	101,554	56
304.80000017	76,695	Gal.	Bituminous Stabilizing Agent for Full Depth Reclamation of Asphalt Pavement FOR <u>Two Dollars and Twenty Seven Cents</u> Per Gal.	2	27	174,097	65
304.90000017	3,125	Tons	Aggregate for Full Depth Reclamation of Asphalt Pavement FOR <u>One Dollar and Twenty Cents</u> Per Ton	1	20	3,750	00
402.00001300	647	QU	Plant Production Quality Adjustment to HMA Items FIXED PRICE: SEE SPECIFICATION	\$ 70	00	\$45,290	00
402.12830300	4,536	Tons	Hot Mix Asphalt, 12.5, F3 Top Course, 80 Series FOR <u>Fifty Seven Dollars and Eighty Four Cents</u> Per Ton	57	84	262,362	24

BID SCHEDULE BF-7

Page Total \$ _____

Carry Forward Total \$ _____

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
606.7920	70	Each	Removing and Disposing Box Beam Guide Railing Turned-Down Terminal FOR <u>Eighty Five Dollars and Zero Cents</u> Each	85	00	5,950	00
619.01	1	LS	Basic Work Zone Traffic Control FOR <u>One Hundred Eleven Thousand Dollars and Zero Cents</u> Lump sum	111,000	00	111,000	00
619.110511	2	Each	(PVMS) Standard Size - Full Matrix (LED) No Optional Equipment Specified, No Cellular Communications Required FOR <u>One Thousand Dollars and Zero Cents</u> Each	1,000	00	2,000	00
619.27	6	Each	Mailboxes FOR <u>Two Hundred Dollars and Zero Cents</u> Each	200	00	1,200	00
625.01	1	LS	Survey Operations FOR <u>One Thousand Dollars and Zero Cents</u> Lump sum	1,000	00	1,000	00
637.11	5	Months	Engineer's Field Office - Type I FOR <u>Five Hundred Dollars and Zero Cents</u> Per Month	500	00	2,500	00
637.26	1	Each	Rain Gauge FOR <u>One Dollar and Zero Cents</u> Each	1	00	1	00

BID SCHEDULE BF- 9

Page Total \$ _____

Carry Forward Total \$ _____

CR252 (KNOX CAVE ROAD)
HIGHWAY IMPROVEMENT PROJECT

Project No. 19-C554
Page: 31
ALBANY COUNTY
PROJECT NO. 19-C554
BID # 2021-019

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
637.34	3,500	DC	Office Technology and Supplies FIXED PRICE: SEE SPECIFICATION	\$1	00	\$3,500	00
640.20	39,910	L.F.	White Paint ReflectORIZED Pavement Stripes - 20 Mils FOR <u>Zero Dollars and Seventeen Cents</u> _____ Per L.F.	0	17	6,784	70
640.21	39,700	L.F.	Yellow Paint ReflectORIZED Pavement Stripes - 20 Mils FOR <u>Zero Dollars and Seventeen Cents</u> _____ Per L.F.	0	17	6,749	00
645.5101	46	SF	Ground-Mounted Sign Panels Without Z-Bars FOR <u>Twenty Four Dollars and Fifty Cents</u> _____ Per SF	24	50	1,127	00
645.5102	306	SF	Ground-Mounted Sign Panels Less Than or Equal To 30 SF With Z-Bars FOR <u>Twenty Eight Dollars and Fifty Cents</u> _____ Per SF	28	50	8,721	00
645.81	65	Each	Type A Sign Posts FOR <u>One Hundred Fifty Dollars and Zero Cents</u> _____ Each	150	00	9,750	00
647.61	63	Each	Rem. And Dispose Ground Mounted Type A Sign Supports, Fdns, and Any Attached Signs - Size I (Under 30 Square Feet) FOR <u>Fifteen Dollars and Zero Cents</u> _____ Each	15	00	945	00

BID SCHEDULE BF- 10

Page Total \$ _____

Carry Forward Total \$ _____

CR252 (KNOX CAVE ROAD)
HIGHWAY IMPROVEMENT PROJECT

Project No. 19-C554
Page: 32
ALBANY COUNTY
PROJECT NO. 19-C554
BID # 2021-019

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
697.03	89,161	DC	Field Change Payment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$89,161	00
698.04	8,503	DC	Asphalt Price Adjustment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$8,503	00
698.05	10,770	DC	Fuel Price Adjustment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$10,770	00

BID SCHEDULE BF- 11

Page Total \$ _____

Carry Forward Total \$ _____

CR252 (KNOX CAVE ROAD)
HIGHWAY IMPROVEMENT PROJECT

Project No. 19-C554
Page: 33
ALBANY COUNTY
PROJECT NO. 19-C554
BID # 2021-019

Bring Forward Total \$

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
	QTY	UNIT	BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM. IF IT IS YOUR INTENT TO BID ZERO, ENTER ZERO							
SUBTOTAL				1,574,407	65	1,574,407	65
699.040001	1	LS	Mobilization	24,000	00	24,000	00
TOTAL OR GROSS SUM WRITTEN IN WORDS: One Million Five Hundred Ninety Eight Thousand Four Hundred Seven Dollars and Sixty Five Cents				\$ 1,598,407.65			

SUBMITTED ON February 18, 2021

Firm: New Castle Paving, LLC

By: (Signature)

Dale Swartwout
(Printed)

Title: Manager

BID SCHEDULE BF- 12

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2021-019**

Sealed bids for CR252 (Knox Cave Road) Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday February 18, 2021.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located between the intersection of CR252 and NYS Route 157A in the Town of Berne and the intersection of CR252 and NYS Route 156 in the Town of Knox.

The work includes:

Rehabilitation of existing pavement along CR252 (KNOX CAVE Road), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts and installation of roadway striping and signs.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above. Contractors shall contact the Purchasing Department to schedule an appointment to pick up bid documents.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (01/28/2021)

THE EVANGELIST
TIMES UNION



LABORERS
LOCAL
UNION
190

LiUNA!

April 26, 2017

To Whom It May Concern:

Please be advised that New Castle Paving, LLC has signed a full Agreement with Laborers' Local Union 190, and as such, they are a participant in our New York State approved Apprenticeship Program. If you have any further questions regarding this matter, please feel free to contact our office at (518) 465-1254.

Thank you.

Sincerely,

Anthony Fresina
Business Manager

LABORERS LOCAL
UNION 190
668 WEMPLE ROAD
GLENMONT, NY 12077
PHONE: (518) 465-1254
FAX: (518) 465-1257



Feel the Power

JANE THOMPSON
Director of Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

RECEIVED JAN 28 2019

January 15, 2019

Dale Swartwout
Manager
New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, New York 12180

Sponsor Code: 22242/ATP Code: 18285

Dear Mr. Swartwout:

I am pleased to inform you that your Operating Engineer (Universal Equipment) apprenticeship training program has successfully completed its two-year probationary period. Assisting sponsors with successful operation of a program is important to the New York State Department of Labor (Department). The following are important aspects regarding successful continuation of your program:

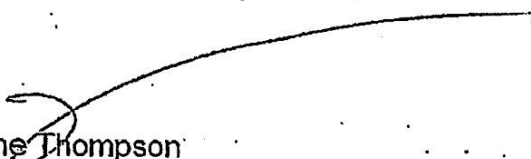
- The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmation Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtml>.
- The Regulations provide that all apprenticeship training programs will undergo a recertification review which involves a complete evaluation and approval of your program. This recertification review will occur at or about the time that the program completes its first training cycle and subsequently at least every five years thereafter.



Department
of Labor

If you have any questions, please contact your Apprentice Training Representative, Dan Paris, at (518)457-7745.

Sincerely,


Jane Thompson
Director,
Apprenticeship Training

cc: D. Paris



RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH CARVER CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CR352 (FOX CREEK ROAD) OVER SQUIRMER CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF RENSSELAERVILLE

Introduced: 5/14/18

By Public Works Committee:

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR352 (Fox Creek Road) Over the Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville and on March 29, 2018 four bids were received, and

WHEREAS, The Department Engineering Staff and C & S Engineers, Inc. reviewed said bids and recommended awarding the contract to Carver Construction, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Carver Construction, Inc. for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Carver Construction, Inc., Albany, NY 12009 for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, 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 - 5/14/18

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$4,160,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,160,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 of serial bonds (and bond anticipation notes in

anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$6,941,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$6,941,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$350,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$12,721,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic

Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS

LISA M. RAMUNDO
COMMISSIONER

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 23, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project in the Towns of Berne and New Scotland.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$2,341,987.16.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2330, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization for an Agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.)

Date: February 24, 2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

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 Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,341,987.16
Scope of Services: Construction of CR303 and CR311 (Beaver Dam Rd.)

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHSB

Appropriation Amount: \$2,341,987.16

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 4/1/2021-11/30/2021

Length of Contract: 8 Months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project in the Towns of Berne and New Scotland.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$2,341,987.16.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.



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: Lisa Ramundo
Department of Public Works

FROM: Karen Storm *K. Storm*
Purchasing Agent

DATE: February 24, 2021

RE: RFB# 2021-018, CR303 and CR311 (Beaver Dam Road) Highway Improvement Project

I am in receipt of your recommendation to award the aforementioned Request for Bids to New Castle Paving LLC in the amount of \$ 2,341,987.16.

As New Castle Paving LLC is the low responsive and responsible bidder, I concur with your recommendation.

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

MEMORANDUM



TO: Lisa M. Ramundo
Department of Public Works Commissioner
Albany County

FROM: Christopher Geroux, P.E.
Project Manager
Creighton Manning Engineering, LLP

SUBJECT: RECOMMENDATION FOR AWARD
Project No. 19-C555 (Bid #2021-018)
CR303 and CR311 (Beaver Dam Road) Highway Improvement Project
Towns of New Scotland and Berne
Albany County

DATE: February 23, 2021

The subject project was let for construction on February 18, 2021, with five (5) bids received and opened at the Albany County Purchasing Office, 112 State Street, Room 1000, Albany, NY at 11:00am. The engineer's estimate for the project was \$2,470,515.00 and the following five (5) bids were received:

Bidders in Rank Order:

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	New Castle Paving, LLC.	\$2,341,987.16
2	Callanan Industries, Inc.	\$2,429,712.22
3	Carver Construction Inc.	\$2,644,745.00
4	Peter Luizzi & Bros. Contracting Inc.	\$2,653,648.60
5	DeSignore Blacktop Paving Inc.	\$3,111,168.96

Each of these bids was reviewed and checked, by Charles Farmer, P.E., Project Engineer, Creighton Manning Engineering, LLP on February 23, 2021.

The lowest bid of **\$2,341,987.16** as submitted by **New Castle Paving, LLC.** was reviewed and found to be complete and accurate regarding bid documentation and company experience with similar projects.

Based upon the foregoing, the lowest responsible bidder was determined to be **New Castle Paving, LLC.** with a total bid of **\$2,341,987.16**

Based upon the foregoing bid results, I, acting on behalf of Creighton Manning Engineering, LLP, recommend Albany County:

- (X) Award the contract to the lowest responsible bidder, **New Castle Paving, LLC.** for the Bid Amount only.
() Reject all bids

Dated 2/23/2021

Signature

A handwritten signature in black ink, appearing to read "Chris Geroux".

Christopher Geroux, P.E.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 23, 2021

RE: RFB #2021-018
CR303 And CR311 (Beaver Dam Rd.)
Highway Improvement Project
Construction Services

Upon review of the five (5) Bids that were received regarding the aforementioned project, I would like to recommend the low bidder, New Castle Paving, LLC for the award of this bid in the amount not to exceed \$2,341,987.16.

I have attached a copy of our Engineering Divisions recommendation along with the County's hired Consultants recommendation.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
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(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 23, 2021

RE: RFB#2021-018
CR303 And CR311 (Beaver Dam Road)
Highway Improvement Project
Construction Services

Attached please find the County's hired consultant, Creighton Manning Engineering's recommendation letter for the subject project. After reviewing all five (5) of the RFB's, we are in agreement with Creighton Manning Engineering that the project be awarded to the low bidder, New Castle Paving, LLC. Total contract amount not to exceed \$2,341,987.16.

Please let me know if you have any questions.

WA:ct

COUNTY OF ALBANY
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018
ADDENDUM #1

February 5, 2021

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 5th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY
RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Item Number 646.32 Steel Post, 2.0Lb/FT does not have a quantity identified on sheet Bid Schedule BF-16 of the project manual. Can you please clarify the quantity for this item please?

RESPONSE #1: The quantity for Item 646.32, Steel Post, 2.0 Lb/FT should be 31 EA

End of Addendum #1

COUNTY OF ALBANY
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018
ADDENDUM #2

February 9, 2021

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 9th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY
RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: There is a discrepancy in sign items 645.5202 and 645.8100 between the plans and the proposal. Please clarify the correct quantities.

RESPONSE #1: Item 645.5202 should have quantity of 270 SF
Item 645.81 should have quantity of 96 EA
There is no item 645.8100.

End of Addendum #2

COUNTY OF ALBANY

CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018

ADDENDUM #3

February 12, 2021

The following Addendum No.3 consisting of two (2) pages (including this cover page) is hereby issued on the 12th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY

**RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT**

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Beaver Dam Rd is calling for a Chemical Stabilizing Agent but doesn't specify whether they want Portland Cement, Fly Ash, Calcium Chloride, or Hydrated Lime

RESPONSE #1: Our quantity for Chemical Stabilizing Agent is based on Portland Cement being used. The contractor can do testing of existing soils and propose a different process prior to construction.

End of Addendum #3

COUNTY OF ALBANY
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018

ADDENDUM #4

February 17, 2021

The following Addendum No.4 consisting of two (2) pages (including this cover page) is hereby issued on the 17th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY

**RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT**

ADDENDUM #4

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: I am reaching out for clarification where the quantity of the item #203.02 Unclassified excavation is being generated from ? I've reviewed the typical section and the tables and can't seem to locate this information. Can you please have this reviewed. I would like to know where or how the item under unclassified is intended to be used on this project.

RESPONSE #1: The excavation is for removing organics under the areas of fill to be placed alongside the roadway. It is required by NYSDOT standard specification for embankment placement.

End of Addendum #3

CR303 and CR311 (Beaver Dam Road) Highway Improvement Project
 CMAA-119-358, Project No. 19-AC555 (Bids 2021-018)
 Towns of New Scotland and Berne, Albany County, NY

Analysis of Bids - ** Denotes greater than 25% Difference on Major Items

ANALYSIS OF BIDS -				PAVEMENT REPAIRS WITHIN EXISTING ROADWAY RIGHT-OF-WAY				BIDDER #1				BIDDER #2				BIDDER #3				BIDDER #4				BIDDER #5			
Item Number		Description		ENGINEER'S ESTIMATE		CMAA ANALYST PAVING, LLC		CMAA ANALYST PAVING, LLC		CARVIN CONSTRUCTION, INC.		PETER GORGOBIK CONTRACTING, INC.		PETER GORGOBIK CONTRACTING, INC.		PETER GORGOBIK CONTRACTING, INC.		PETER GORGOBIK CONTRACTING, INC.		PETER GORGOBIK CONTRACTING, INC.		PETER GORGOBIK CONTRACTING, INC.					
Unit	Unit Cost	Quantity	Cost	Unit	Unit Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost				
201.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	3	28.00	1.800	\$	28,920.00	23.50	\$	25,121.30	\$	32.50	\$	34,762.50	\$	11.00	\$	11,897.00	\$	10.00	\$	10,000.00	\$	75.15	\$	68,335.35	**
201.03	EMBANKMENT IN PLACE	CY	3	30.00	1,470	\$	43,870.00	15.00	\$	22,053.00	\$	34.50	\$	52,765.50	\$	13.00	\$	16,812.00	\$	17.00	\$	25,950.00	\$	50.00	\$	73,425.00	**
201.07	UTILITY CANALS OR PILE	CY	3	11.00	478	\$	5,258.00	12.00	\$	5,760.00	\$	19.50	\$	25,177.50	\$	12.00	\$	14,400.00	\$	12.00	\$	14,400.00	\$	25.00	\$	30,500.00	**
201.08001	ROCK FILLER BACKUP MATERIAL	TONS	3	28.00	2,077	\$	61,356.00	15.00	\$	44,453.00	\$	21.50	\$	79,431.00	\$	24.00	\$	71,448.00	\$	20.00	\$	58,560.00	\$	23.00	\$	48,000.00	**
206.020	TEMPORARY CURTAIN EXCAVATION	CY	3	27.00	924	\$	25,158.00	18.00	\$	16,632.00	\$	18.00	\$	16,632.00	\$	17.00	\$	15,390.00	\$	17.00	\$	15,390.00	\$	20.00	\$	18,000.00	**
206.030	MULCH - TEMPORARY	SY	3	0.67	14,809	\$	10,212.03	0.47	\$	7,426.17	\$	0.60	\$	9,483.00	\$	0.40	\$	5,924.00	\$	0.50	\$	7,062.50	\$	0.84	\$	11,211.20	**
206.040	SEED AND MULCH - TEMPORARY	SY	3	0.67	15,804	\$	10,524.68	0.47	\$	7,461.47	\$	0.70	\$	11,118.00	\$	0.50	\$	7,062.50	\$	0.50	\$	7,062.50	\$	0.84	\$	11,211.20	**
209.13	SEAL FENCE - TEMPORARY	LF	3	3.50	2,600	\$	7,700.00	2.50	\$	1,875.00	\$	4.00	\$	6,000.00	\$	3.50	\$	6,000.00	\$	3.50	\$	6,000.00	\$	4.00	\$	8,000.00	**
209.15	CONSTRUCTION ENTRANCE	SY	3	1.00	609	\$	2,469.00	3.50	\$	2,469.00	\$	4.00	\$	3,570.00	\$	4.00	\$	3,570.00	\$	4.00	\$	3,570.00	\$	4.00	\$	3,570.00	**
304.12	CURB/RAIL COARSE TYPE	TONS	3	20.00	100	\$	7,000.00	12.00	\$	4,272.00	\$	10.25	\$	5,125.00	\$	5.00	\$	1,000.00	\$	5.00	\$	1,000.00	\$	5.00	\$	2,475.00	**
304.17	CURB/RAIL FINE TYPE	TONS	3	40.00	120	\$	7,200.00	70.00	\$	16,420.00	\$	108.50	\$	26,205.00	\$	70.00	\$	9,800.00	\$	70.00	\$	9,800.00	\$	70.00	\$	9,800.00	**
304.000001	FULL DEPTH RECONSTRUCTION OF ASPHALT PAVEMENT	SY	3	3.50	135.00	\$	10,845.00	2.62	\$	145,111.32	\$	3.00	\$	166,178.00	\$	2.45	\$	157,893.18	\$	3.44	\$	190,527.84	\$	3.44	\$	190,527.84	**
304.000002	ASPHALT PAVING OVER EXISTING FULL DEPTH RECONSTRUCTION OF ASPHALT PAVEMENT	TONS	3	50.00	900	\$	45,000.00	170.00	\$	168,434.32	\$	170.00	\$	168,434.32	\$	170.00	\$	168,434.32	\$	170.00	\$	168,434.32	\$	170.00	\$	168,434.32	**
304.000003	ASPHALT PAVING OVER EXISTING FULL DEPTH RECONSTRUCTION OF ASPHALT PAVEMENT	TONS	3	40.00	3,116	\$	12,464.00	15.50	\$	48,290.00	\$	14.50	\$	45,110.00	\$	17.50	\$	54,570.00	\$	14.50	\$	45,110.00	\$	25.00	\$	79,430.00	**
401.010001	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010002	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010003	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010004	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010005	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010006	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010007	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010008	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010009	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010010	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010011	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010012	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010013	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010014	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010015	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010016	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010017	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010018	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010019	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010020	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010021	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010022	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010023	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010024	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010025	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010026	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010027	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010028	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010029	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100	\$	1,800.00	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	\$	21.85	\$	63,330.00	**
401.010030	11.5" FILL CURB/RAIL IN REVERSE COMPACTION	TONS	3	18.00	100</																						

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	1069	CY	<u>Twenty Three</u>	Dollars	\$ <u>23.50</u>	\$ <u>25,121.50</u>
				<u>Fifty</u>	Cents		
203.03	EMBANKMENT IN PLACE	1529	CY	<u>Fifteen</u>	Dollars	\$ <u>15.00</u>	\$ <u>22,935.00</u>
				<u>Zero</u>	Cents		
203.07	SELECT GRANULAR FILL	478	CY	<u>Twenty Two</u>	Dollars	\$ <u>22.50</u>	\$ <u>10,755.00</u>
				<u>Fifty</u>	Cents		
203.24010017	SHOULDER BACKUP MATERIAL	2977	TON	<u>Fifteen</u>	Dollars	\$ <u>15.00</u>	\$ <u>44,655.00</u>
				<u>Zero</u>	Cents		
206.0201	TRENCH AND CULVERT EXCAVATION	924	CY	<u>Eighteen</u>	Dollars	\$ <u>18.00</u>	\$ <u>16,632.00</u>
				<u>Zero</u>	Cents		
209.100101	MULCH - TEMPORARY	15805	SY	<u>Zero</u>	Dollars	\$ <u>0.47</u>	\$ <u>7,428.35</u>
				<u>Forty Seven</u>	Cents		

BID SCHEDULE BF- 7

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.1003	SEED AND MULCH - TEMPORARY	15884	SY	<u>Zero</u>	Dollars	\$ <u>0.47</u>	\$ <u>7,465.48</u>
				<u>Forty Seven</u>	Cents		
209.13	SILT FENCE-TEMPORARY	2000	LF	<u>Two</u>	Dollars	\$ <u>2.50</u>	\$ <u>5,000.00</u>
				<u>Fifty</u>	Cents		
209.190301	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C, INTERMEDIATE	898	SY	<u>Two</u>	Dollars	\$ <u>2.50</u>	\$ <u>2,245.00</u>
				<u>Fifty</u>	Cents		
209.22	CONSTRUCTION ENTRANCE	381	SY	<u>Twelve</u>	Dollars	\$ <u>12.00</u>	\$ <u>4,572.00</u>
				<u>Zero</u>	Cents		
304.12	SUBBASE COURSE, TYPE 2	132	CY	<u>Seventy Nine</u>	Dollars	\$ <u>79.00</u>	\$ <u>10,428.00</u>
				<u>Zero</u>	Cents		
304.60000017	FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	55386	SY	<u>Two</u>	Dollars	\$ <u>2.62</u>	\$ <u>145,111.32</u>
				<u>Sixty Two</u>	Cents		

BID SCHEDULE BF- 8

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
304.70000017	CHEMICAL STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	967	TON	One Hundred Seventy	Dollars	\$ 170.05	164,438.35
				Five	Cents		
304.90000017	AGGREGATE FOR FULL DEPTH FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	3116	TON	Fifteen	Dollars	\$ 15.50	48,298.00
				Fifty	Cents		
402.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	899	QU	FIXED PRICE: SEE SPECIFICATION	Dollars	\$70.00	\$62,930.00
					Cents		
402.018903	TRUE & LEVELING F9, SUPERPAVE HMA, 80 SERIES COMPACTION	50	TON	Sixty Six	Dollars	\$ 66.79	3,339.50
				Seventy Nine	Cents		
402.128303	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	7123	TON	Fifty Seven	Dollars	\$ 57.85	412,065.55
				Eighty Five	Cents		
402.198903	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	10689	TON	Fifty Three	Dollars	\$ 53.82	575,281.98
				Eighty Two	Cents		

BID SCHEDULE BF- 9

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
402.378903	37.5 P9 BASE COURSE HMA, 80 SERIES COMPACTION	165	TON	One Hundred Thirty Zero	Dollars Cents	\$ 130.00	\$ 21,450.00
402.790300AC	ASPHALT PAVEMENT REINFORCEMENT SYSTEM	3556	SY	Eight Fifty	Dollars Cents	\$ 8.50	\$ 30,226.00
407.0102	DILUTED TACK COAT	12813	GAL	Two Fifty	Dollars Cents	\$ 2.50	\$ 32,032.50
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	19663	LF	Zero Twenty Seven	Dollars Cents	\$ 0.27	\$ 5,309.01
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	5379	SY	One Ninety Seven	Dollars Cents	\$ 1.97	\$ 10,596.63
552.17	SHIELDS AND SHORING	1775	SF	Zero One	Dollars Cents	\$ 0.01	\$ 17.75

BID SCHEDULE BF- 10

Page Total \$ _____
Carry Forward \$ _____

CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ALBANY COUNTY
PROJECT NO. 19-C555
BID # 2021-018

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
603.171216	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 18 INCH DIAMETER, 16 GAUGE	30	EACH	<u>One Hundred Seventy Three</u> Zero	Dollars Cents	\$ <u>173.00</u>	\$ <u>5,190.00</u>
603.171316	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 21 INCH DIAMETER, 16 GAUGE	12	EACH	<u>One Hundred Ninety Five</u> Zero	Dollars Cents	\$ <u>195.00</u>	\$ <u>2,340.00</u>
603.171614	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 30 INCH DIAMETER, 14 GAUGE	6	EACH	<u>Four Hundred Fifty</u> Zero	Dollars Cents	\$ <u>450.00</u>	\$ <u>2,700.00</u>
603.172112	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 54 INCH DIAMETER, 12 GAUGE	2	EACH	<u>Three Thousand Six Hundred Fifty</u> Zero	Dollars Cents	\$ <u>3,650.00</u>	\$ <u>7,300.00</u>
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER	375	LF	<u>Forty Eight</u> Zero	Dollars Cents	\$ <u>48.00</u>	\$ <u>18,000.00</u>
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER	295	LF	<u>Fifty One</u> Fifty	Dollars Cents	\$ <u>51.50</u>	\$ <u>15,192.50</u>

BID SCHEDULE BF- 11

Page Total \$ _____
Carry Forward \$ _____

Project No: 19-C555
Page: 31

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
698.05	FUEL PRICE ADJUSTMENT	9436	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$9,436.00
					Cents		
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	FIXED PRICE: SEE SPECIFICATION	Dollars		\$100.00
					Cents		
SUBTOTAL BASE BID				Two Million Two Hundred Sixty One Thousand Nine Hundred Eighty Seven	Dollars	<u>\$2,261,987.16</u>	<u>\$2,261,987.16</u>
				Sixteen	Cents		
699.040001	MOBILIZATION	1	LS	Eighty Thousand	Dollars	<u>\$80,000.00</u>	<u>\$ 80,000.00</u>
				Zero	Cents		
TOTAL BASE BID				Two Million Three Hundred Forty One Thousand Nine Hundred Eighty Seven	Dollars	<u>\$2,341,987.16</u>	<u>\$ 2,341,987.16</u>
				Sixteen	Cents		

SUBMITTED ON February 18, 2021

Firm: New Castle Paving, LLC

By: _____

(Signature)

Dale Swartwout

(Printed)

Title: Manager

Page Total \$ _____

Carry Forward \$ _____

BID SCHEDULE BF- 17

[illegible]

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2021-018**

Sealed bids for CR303 and CR311 (Beaver Dam Road) Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday February 18, 2021.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located between the intersection of CR303 and NYS Route 157 in the Town of Berne and the intersection of CR311 and NYS Route 157 in the Town of New Scotland.

The work includes:

Rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Road), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above. Contractors shall contact the Purchasing Department to schedule an appointment to pick up bid documents.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (01/28/2021)

THE EVANGELIST
TIMES UNION



LABORERS
LOCAL
UNION
190

LiUNA!

90

April 26, 2017

To Whom It May Concern:

Please be advised that New Castle Paving, LLC has signed a full Agreement with Laborers' Local Union 190, and as such, they are a participant in our New York State approved Apprenticeship Program. If you have any further questions regarding this matter, please feel free to contact our office at (518) 465-1254.

Thank you.

Sincerely,

Anthony Fresina
Business Manager

LABORERS' LOCAL
UNION 190
668 WEMPLE ROAD
GLENMONT, NY 12077
PHONE (518) 465-1254
FAX (518) 465-1257



Feel the Power

JANE THOMPSON
Director of Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

RECEIVED JAN 28 2019

January 15, 2019

Dale Swartwout
Manager
New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, New York 12180

Sponsor Code: 22242/ATP Code: 18285

Dear Mr. Swartwout:

I am pleased to inform you that your Operating Engineer (Universal Equipment) apprenticeship training program has successfully completed its two-year probationary period. Assisting sponsors with successful operation of a program is important to the New York State Department of Labor (Department). The following are important aspects regarding successful continuation of your program:

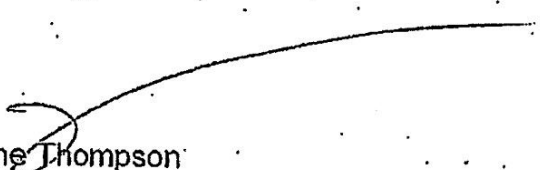
- The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmation Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtml>.
- The Regulations provide that all apprenticeship training programs will undergo a recertification review which involves a complete evaluation and approval of your program. This recertification review will occur at or about the time that the program completes its first training cycle and subsequently at least every five years thereafter.



Department
of Labor

If you have any questions, please contact your Apprentice Training Representative, Dan Paris, at (518)457-7745.

Sincerely,


Jane Thompson
Director,
Apprenticeship Training

cc: D. Paris

RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH CARVER CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CR352 (FOX CREEK ROAD) OVER SQUIRMER CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF RENSSELAERVILLE

Introduced: 5/14/18

By Public Works Committee:

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR352 (Fox Creek Road) Over the Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville and on March 29, 2018 four bids were received, and

WHEREAS, The Department Engineering Staff and C & S Engineers, Inc. reviewed said bids and recommended awarding the contract to Carver Construction, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Carver Construction, Inc. for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Carver Construction, Inc., Albany, NY 12009 for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, 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 - 5/14/18

RESOLUTION NO. 571

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$9,107,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$9,107,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/3/18

By: Audit and Finance Committee

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,192,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,192,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,192,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,192,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$3,140,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an

amount not to exceed \$3,140,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$3,140,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,140,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,100,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,100,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,100,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake a feasibility study to determine alternatives for the replacement or reconstruction of the Helderberg Hudson Rail Trail Bridge over New Scotland Avenue in Bethlehem, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$150,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$150,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$150,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$150,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. The County is hereby authorized to undertake various Department of Public Works ("Public Works") facility improvement projects located in Albany County, New York. The projects consist of various upgrades and improvements in

various Public Works substations, which shall include replacement of mechanical equipment, garage doors, entry doors, roofing, windows, and car wash components; various plumbing improvements; upgrades and replacement of flooring; and installing internet service, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$350,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the Law, is at least five (5) years.

Section 6. The County is hereby authorized to undertake a traffic sign retroreflectivity compliance project throughout Albany County, New York. The project consists of the inspection and replacement of all regulatory, warning and guide signs on County roadways that do not meet the minimum requirement for retroreflectivity, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$475,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$475,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$475,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$475,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(72)(b) of the Law, is ten (10) years.

Section 7. The County is hereby authorized to undertake the construction of a water purification, water delivery, and sanitary waste removal system at Lawson Lake County Park in Albany County, New York, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning,

engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$700,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$700,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$700,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$700,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(1) of the Law, is forty (40) years.

Section 8. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$9,107,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 9. The following additional matters are hereby determined and stated:

- (a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
- (b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 10. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 11. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein

authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 12. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 13. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 14. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(18) and (21), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(e) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 5 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2), and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(f) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 6 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(16), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(g) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination:

(1) The project authorized by this resolution described in Section 7 constitutes an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the project, and therefore will not seek lead agency status with respect to the project;

(2) The project will result in no major impacts and, therefore, are ones which will not cause significant damage to the environment. Therefore, the County hereby determines that the project will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to the project; and

(3) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the project.

Section 15. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 8 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, 4, 5, 6, and 7 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 16. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (b) such obligations are authorized in violation of the provisions of the constitution.

Section 17. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On roll call the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, A. Joyce, R. Joyce, Ms. Lekakis, Messrs. Lockart, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, Ms. Plotsky, Messrs. O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 37

Those opposed: – 0

Adopted by unanimous vote – 12/3/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

February 24, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

I respectfully request the Legislature's approval to apply for a \$15,000 grant through the 2021 AARP Community Challenge program. As part of this grant program, AARP is soliciting grants for projects that will, among other things, "create vibrant public places that improve open spaces," as well as "deliver a range of transportation and mobility options that increase connectivity and walkability and bikeability."

Since its completion, the Albany County Helderberg-Hudson Rail Trail has been an indispensable resource for exercise, recreation and opportunities to enjoy nature for people of all ages. Not only does it connect communities across the county, but it also serves as alternative to traditional forms of transportation. However, because of its popularity and the mixture of pedestrians and bicyclists, the Rail Trail can at times be deemed dangerous because of those traveling at excessive speeds.

With this grant funding, we plan to add signage to the Rail Trail, as well as enlist the help of local artists and the Art on the Rail Trail Committee to create murals that raise awareness and enhance safety on this popular attraction.

Thank you for your time and consideration. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2338, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting approval to apply for the 2021 AARP Community Challenge Grant Program

Date: February 24, 2021
Submitted By: Cameron Sagan
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-5671
Department Rep.
Attending Meeting: Cameron Sagan

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) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

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 4/14/2021

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

AARP

601 E Street, NW

Washington DC 20049

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$15,000

Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

Click or tap here to enter text.

Appropriation Amount:

Click or tap here to enter text.

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

Click or tap here to enter text.

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

Click or tap here to enter text.

Length of Contract:

Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The County Executive's Office is requesting the County Legislature's permission to apply for a \$15,000 grant the AARP's 2021 Community Challenge Grant Program. Grants are available to make communities more livable for people of all ages in part by improving public spaces, transportation and civic engagement. Grant funding would be used to enhance safety along the Albany County Rail Trail with added signage and artwork from local artists that raise awareness for speed issues on the Rail Trail.



AARP COMMUNITY CHALLENGE

Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

2021 AARP Community Challenge

*A grant program to make communities **more livable** for people **of all ages** with **tangible improvements** that jump-start long-term change*

AARP invites you to submit applications for quick-action projects that can help your community become more livable by improving public spaces, transportation, housing, civic engagement, coronavirus recovery, diversity and inclusion, and more.

Applications must be submitted through www.aarp.org/communitychallenge and are due by April 14, 2021, 8:00 p.m. ET. All projects must be completed by November 10, 2021.

AARP AND LIVABLE COMMUNITIES

AARP's work on livable communities supports the efforts of neighborhoods, towns, cities and counties nationwide to become more livable. We believe that communities should provide safe, walkable streets; affordable and accessible housing and transportation options; access to needed services; and opportunities for residents to participate in civic and community life.

AARP has offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is working with local leaders in roughly 500 communities who are part of the AARP Network of Age-Friendly States and Communities. Ultimately, our vision is for a future in which places—urban, suburban and rural—are great for people of all ages.

AARP COMMUNITY CHALLENGE

We know that it takes time to build great places for all, but we also believe that quick actions and tangible improvements can spark longer-term progress. AARP launched the AARP Community Challenge to fund projects that build momentum for change.

Since 2017, the AARP Community Challenge has awarded 560 grants that demonstrated the program's ability to:

- Leverage **additional funds** and support from public, private and philanthropic organizations and funders;
- Advance change and **overcome policy barriers**; and

- Lead to new relationships, and greater **awareness and engagement** with the effort.

AARP is currently soliciting applications for 2021 funding. Applications are due by April 14, 2021, 8:00 p.m. ET, and all projects must be completed by November 10, 2021.

Applications must be submitted through aarp.org/communitychallenge. See Attachment A for the sample application.

PROJECT TYPES

AARP will prioritize projects that deliver inclusive solutions that meet the needs of diverse populations, as well as those that directly engage volunteers through permanent or temporary solutions that aim to achieve one or more of the following outcome areas:

- Create vibrant **public places** that improve open spaces, parks and access to other amenities.
- Deliver a range of **transportation** and mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- Support a range of **housing** options that increases the availability of accessible and affordable choices.
- Increase **civic engagement** and demonstrate the tangible value of “**Smart Cities**” with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of inclusion.
- Support local recovery from the **coronavirus** pandemic with an emphasis on economic development, improvements to public spaces, and transportation services.
- Ensure a focus on **diversity and inclusion** while improving the built and social environment of a community.
- **Other** community improvements. In addition to these areas of focus, AARP wants to hear about local needs and innovative ideas for addressing them.

Community Challenge grants can be used to support the following types of projects:

- **Permanent physical improvements** in the community
- **Temporary demonstrations** that lead to long-term change
- **New, innovative** programming or services

Please note: Project types described above will be prioritized over those that support ongoing programming or events.

See **Attachment C** for specific examples from previous AARP Community Challenge funded projects.

ELIGIBILITY

The program is open to the following types of organizations:

- 501(c)(3), 501(c)(4) and 501(c)(6) nonprofits
- Government entities
- Other types of organizations considered on a case-by-case basis

GRANT AMOUNTS

Grants can range from *several hundred* dollars for smaller, short-term activities to *several thousand* or *tens of thousands* of dollars for larger projects.

2021 TIMELINE

Dates	Key Activity
April 14, 2021 (8:00 p.m. ET)	Deadline for applications.
June 2021	Selected and non-selected applicants will be notified of their status via email.
July 14, 2021	Deadline for MOU and vendor forms to be completed and returned by grantees to AARP.
July 28, 2021 (tentative)	National and state announcements of selected grantees to public and projects can start.
November 10, 2021	Deadline for project completion.
December 8, 2021	Deadline for After-Action Report.

APPLICATION REQUIREMENTS

- Applicants must meet the eligibility requirements.
- Applications must be submitted through **AARP.org/CommunityChallenge** with all pertinent information by April 14, 8:00 p.m. ET.
- Incomplete applications will not be reviewed.

GRANT SELECTION

Grant recipients will be selected by an AARP panel of experts on aging, community development and livable communities. Projects will be judged on the degree to which their goals make an immediate change that leads to longer-term impact in a manner that meets all other selection criteria.

The following projects are **NOT** eligible for funding:

- Partisan, political or election-related activities
- Planning activities and assessments and surveys of communities without tangible engagement
- Studies with no follow-up action
- Publication of books or reports
- Acquisition of land and/or buildings or a vehicle purchase

- Sponsorships of other organizations' events or activities
- Research and development for a non-profit endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

Eligible projects will be assessed on:

- **IMPACT (65 points)** – The project addresses a clear need that brings positive change and demonstrates the ability to overcome barriers and accelerate, grow and/or sustain the community's efforts to become more livable for all (especially people 50+), and/or focuses on diversity and inclusion.
- **EXECUTION (25 points)** – Applicants demonstrate capacity to deliver the AARP Community Challenge project on time and within the awarded budget, effectively engage residents and key stakeholders, and leverage volunteers (especially 50+ volunteers) in the execution.
- **INNOVATION (10 points)** – The project demonstrates creativity or unique design or engagement elements which will contribute to its impact.

In addition to the criteria provided, AARP will also evaluate each project based on its consistency with the AARP mission.

ADDITIONAL OPPORTUNITIES

An Opportunity for Other Possible AARP Funding:

By submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Note Regarding Other Potential Funders:

AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal, including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your Project Information with other potential funders. If you select "yes," you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with sharing the Project Information with potential funders. We will alert you before this Project Information is given to potential funders.

NOTIFICATION

Grant recipients and unselected applicants will be notified by email in June, 2021.

Grantees must execute and email a binding Memorandum of Understanding and completed vendor forms to AARP by July 14, 2021. Noncompliance with this deadline may result in disqualification or delayed funding.

TERMS AND CONDITIONS

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP.
- The organization is required to capture photos of the project and is encouraged to capture video. As the organization captures photos and video of the project, if an identifiable individual appears in the photos and/or videos, the organization is responsible for having him/her sign the AARP General Release (this document will be provided to grantees with the MOU and other required paperwork). In addition, the organization should not include any element in photos or videos provided to AARP that may violate third party rights such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization should be prepared to send work in progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.