

County of Albany

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



Meeting Agenda

Monday, May 10, 2021

7:00 PM

Held Remotely

County Legislature

Call to Order**Roll Call****PREVIOUS BUSINESS**

130. ESTABLISHING A POLICY AND ELIGIBILITY REQUIREMENTS FOR THE 2021 LEGISLATIVE GRANT PROGRAM

Sponsors: A. Joyce, Feeney, Ethier, Lekakis, Clay, Willingham, Miller and Peter

131. ESTABLISHING A LIVING WAGE FOR EMPLOYEES OF THE COUNTY OF ALBANY AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Sponsors: Lekakis, Willingham, Cunningham, McLean Lane, McLaughlin, Plotsky, A. Joyce, Feeney, Bruschi, Clay, Cleary, Commisso, Efekoro, Ethier, Fein, Kuhn, Miller, Peter, Reidy, Reinhardt, Ricard, Simpson and Domalewicz

CURRENT BUSINESS:

132. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: ASR HOSPITALITY, INC.

Sponsors: Public Works Committee

133. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: MA'S KITCHEN CORPORATION D/B/A LAM'S KITCHEN

Sponsors: Public Works Committee

134. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: BALLISTIC SHRIMP, LLC

Sponsors: Public Works Committee

135. AMENDING RESOLUTION NO. 487 FOR 2020 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Sponsors: Public Works Committee

136. AMENDING RESOLUTION NO. 233 FOR 2019 REGARDING ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR RENOVATIONS AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

137. AUTHORIZING AN AGREEMENT WITH PATTERSON-STEVENSON, INC. REGARDING THE PHASE II TIMES UNION CENTER PARKING GARAGE REMEDIATION AND REPAIRS PROJECT

Sponsors: Public Works Committee

138. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE, KNOX, RENSSELAERVILLE, AND NEW SCOTLAND

Sponsors: Public Works Committee

139. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF THREE HYUNDAI HL940A WHEEL LOADERS

Sponsors: Public Works Committee

140. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY

Sponsors: Public Works Committee

141. AUTHORIZING AN AGREEMENT WITH TIGER CORPORATION REGARDING THE PURCHASE OF A HYDRAULIC BOOM

Sponsors: Public Works Committee

142. AUTHORIZING AN AGREEMENT WITH THE CAPITAL DISTRICT TRANSPORTATION COMMITTEE REGARDING PROFESSIONAL TRANSPORTATION ENGINEERING AND PLANNING SERVICES

Sponsors: Public Works Committee

143. AUTHORIZING AN AGREEMENT WITH SALIENT CORPORATION REGARDING ANNUAL MAINTENANCE AND USER LICENSING COSTS ASSOCIATED WITH SALIENT DATA MINING SOFTWARE

Sponsors: Social Services Committee

144. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE CHILDREN'S ADVOCACY CENTER AND SIDS OF PENNSYLVANIA CRIBS FOR KIDS AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Sponsors: Social Services Committee

145. AUTHORIZING PRESCHOOL EDUCATION SERVICE AGREEMENTS FOR CHILDREN WITH SPECIAL NEEDS AGES 3-5

Sponsors: Social Services Committee

146. AUTHORIZING AN AGREEMENT WITH SPOTTED ZEBRA LEARNING CENTER REGARDING INDIVIDUALIZED EDUCATION PROGRAMS FOR CHILDREN AGES 3-5

Sponsors: Social Services Committee

147. AUTHORIZING AN AGREEMENT WITH SCHENECTADY COUNTY REGARDING THE PROVISION OF PRESCHOOL EVALUATION SERVICES

Sponsors: Social Services Committee

148. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE REGARDING THE EMERGENCY RENTAL ASSISTANCE PROGRAM

Sponsors: Social Services Committee and Audit and Finance Committee

149. PUBLIC HEARING ON PROPOSED MODIFICATIONS TO AGRICULTURAL DISTRICT NOS. 1 AND 3

Sponsors: Conservation and Sustainability and Green Initiatives Committee

150. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT

Sponsors: Law Committee and Audit and Finance Committee

151. AUTHORIZING AN AGREEMENT REGARDING EXCESS INSURANCE COVERAGE AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Sponsors: Law Committee and Audit and Finance Committee

152. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT

Sponsors: Law Committee

153. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE PREVENTION OF DOMESTIC VIOLENCE REGARDING THE ENOUGH IS ENOUGH GRANT PROGRAM

Sponsors: Law Committee

154. AMENDING RESOLUTION NO. 399 FOR 2020 REGARDING THE OPIOID RESPONSE GRANT

Sponsors: Health Committee

155. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, OFFICE OF INTEROPERABLE AND EMERGENCY COMMUNICATIONS REGARDING THE PUBLIC SAFETY ANSWERING POINTS OPERATIONS GRANT PROGRAM

Sponsors: Public Safety Committee

156. REQUESTING THE NEW YORK STATE LEGISLATURE ENACT LEGISLATION REGARDING THE REFINANCING OF MUNICIPAL BONDS FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Sponsors: Audit and Finance Committee

157. AMENDING RESOLUTION NO. 472 FOR 2020 REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Sponsors: Audit and Finance Committee

158. AUTHORIZING AGREEMENTS WITH VARIOUS LEAD PARTNERS REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Sponsors: Audit and Finance Committee

159. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 439 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 19 LEXINGTON AVENUE (TAX MAP NO. 65-56.3-38) LOCATED IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

160. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 226 NORTH ALLEN STREET (TAX MAP NO. 64.36-1-10.1) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

161. CONDITIONALLY AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 50 RAILROAD AVENUE IN THE TOWN OF COLONIE (TAX MAP NO. 53.05-4-24) AND 54 RAILROAD AVENUE (TAX MAP NO. 53.05-1-15) IN THE TOWN OF GUILDERLAND TO STORE AWAY WAREHOUSING AT GUILDERLAND, LLC

Sponsors: Audit and Finance Committee

162. DECLARING A PORTION OF 209 CHURCH STREET (TAX MAP NO. 87.7-1-4) IN THE CITY OF ALBANY NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING THE CONVEYANCE OF SAID PORTION TO THE ALBANY PORT DISTRICT COMMISSION

Sponsors: Audit and Finance Committee

163. AUTHORIZING CORRECTION OF THE TAX ROLL FOR THE TOWN OF BERNE

Sponsors: Audit and Finance Committee

164. AUTHORIZING CORRECTIONS OF THE TAX ROLLS FOR THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

165. AUTHORIZING CORRECTIONS TO THE TAX ROLL FOR THE CITIES OF ALBANY AND WATERVLIET AND THE TOWNS OF BETHLEHEM, COLONIE, KNOX AND GREEN ISLAND

Sponsors: Audit and Finance Committee

166. APPOINTING A COUNTY LEGISLATOR TO REPRESENT THE 37TH LEGISLATIVE DISTRICT

Sponsors: Feeney and A. Joyce

167. FILLING A VACANCY IN THE 37TH LEGISLATIVE DISTRICT

Sponsors: Mauriello

168. REQUESTING THE COUNTY EXECUTIVE TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO MAINTAIN PORTIONS OF MOHAWK-HUDSON BIKE-HIKE TRAIL

Sponsors: O'Brien, Mayo, Bruschi, Cunningham and Reinhardt

- 169.** PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW NO. 1 FOR 2001, AS AMENDED, TO PROVIDE THAT PESTICIDE APPLICATION SIGNS MADE AVAILABLE AT THE POINT OF SALE BE AVAILABLE IN MULTIPLE LANGUAGES AS REQUIRED BY ENVIRONMENTAL CONSERVATION LAW SECTION 33-1005(1)

Sponsors: Domalewicz

- 170.** PUBLIC HEARING ON LOCAL LAW NO. "D" FOR 2021 A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, THE RESTAURANT PROTECTION LAW, IN RELATION TO THIRD-PARTY DELIVERY SERVICES

Sponsors: Grimm, Mauriello, Lockart, Perlee, Burgdorf, Drake, Tunny and Whalen

LOCAL LAWS:

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW NO. 1 FOR 2001, AS AMENDED, TO PROVIDE THAT PESTICIDE APPLICATION SIGNS MADE AVAILABLE AT THE POINT OF SALE BE AVAILABLE IN MULTIPLE LANGUAGES AS REQUIRED BY ENVIRONMENTAL CONSERVATION LAW SECTION 33-1005(1)

Sponsors: Domalewicz and A. Joyce

Adjournment

RESOLUTION NO. 130-A

ESTABLISHING A POLICY AND ELIGIBILITY REQUIREMENTS FOR THE LEGISLATIVE GRANT PROGRAM

Introduced: 4/12/21

By: Messrs. A. Joyce, Feeney, Ethier, Ms. Lekakis, Mr. Clay, Ms. Willingham, Messrs. Miller and Peter

WHEREAS, The Albany County Legislature has operated a Legislative Grants program providing an opportunity to provide the community at large with funding sources for the public benefit, and

WHEREAS, Community groups or individuals were able to submit applications detailing the positive impact and benefits they would be able to provide if allocated funding by the Legislature, and

WHEREAS, Resolution No. 232 for 2018 required, among other things, that a “Policy establishing eligibility requirements” be adopted by the body prior to the 2020 Legislative Grant Program, and

WHEREAS, The COVID-19 pandemic caused the Legislature to suspend the program for the year 2020, and

WHEREAS, The COVID-19 pandemic has also demonstrated that programs like the Albany County Legislative Grant Program are all the more necessary, and

WHEREAS, Resolution No. 232 for 2018 also required equal distribution of the funding source among the thirty-nine legislative districts, and

WHEREAS, In order to properly effect the goals of the Legislative Grant Program, the monies therefrom must flow to the entities within the County based on a system of merit and necessity, with emphasis on having the greatest impact possible on suburban and urban communities, now, therefore be it

RESOLVED, that in accordance with Resolution No. 232 for 2018, the following eligibility requirements are put in place for the Legislative Grant Program

1. Funding shall only be provided in accordance with Article VIII, § 1, of the New York State Constitution.
2. Funding shall be distributed in a manner which provides the greatest impact on all parts of the County.
3. Any grants authorized shall be to organizations, individuals or groups with a presence in Albany County.

4. Consideration shall be given to whether matching funding is available to the recipient from other sources.
5. Funding awards shall not exceed \$3,500 per legislative district unless multiple Legislators support the applicant.
6. Awards shall only be made to applicants submitting completed applications which are unanimously approved by the Leaders of the Legislature: The Chairperson of the Legislature, the Majority Leader, the Minority Leader and the Chairperson of the Legislative Black Caucus.
7. Applicants shall provide a list of Federal, State, County or other municipally sourced funding for the previous five (5) years.
8. The Clerk of the Legislature shall provide the blank application to all members of the Legislature and it shall be posted on the website of the Legislature.
9. Applicants shall provide a date of establishment, a brief history and mission statement.
10. Applicants shall provide a detailed description and budget for the project/program.
11. Applicants shall provide performance indicators to quantify the success of their project/program.
12. Applicants shall provide the following financial information
 - a. Most recent year-end financial statements and tax returns
 - b. List of Board of Directors and affiliations, if applicable
 - c. Budget for fiscal year for which the grant will be used and the following year, if available.
13. No grant funding shall be used to compensate, in whole or in part, staff members of the applicant.

and be it, further

RESOLVED, That these requirements shall continue in effect until amended or otherwise modified by a vote of a majority of the membership of this body, 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.

Referred to Audit and Finance Committee – 4/12/21

Favorable Recommendation Audit and Finance Committee – 4/29/21

RESOLUTION NO. 131

ESTABLISHING A LIVING WAGE FOR EMPLOYEES OF THE COUNTY OF ALBANY AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Introduced: 4/12/21

By Lekakis, Willingham, Cunningham, McLean Lane, McLaughlin, Plotsky, Messrs. A. Joyce, Feeney, Bruschi, Clay, Cleary, Commisso, Efekoro, Ethier, Fein, Kuhn, Miller, Peter, Reidy, Reinhardt, Ricard, Simpson and Domalewicz:

WHEREAS, The Albany County Legislature takes pride in its workforce and has a long and demonstrated history of supporting higher than minimum wages for its employees, and

WHEREAS, In 2018, this Honorable Body endeavored in studying the effect of raising the hourly wages of employees to \$15 per hour, to establish a living wage, and

WHEREAS, There has been a fight for economic justice which continues throughout the nation, and

WHEREAS, With the influence of the COVID-19 pandemic, the economy has been severely affected and economic recovery strategies should be implemented whenever possible, and

WHEREAS, Low wages, compounded by the growing wealth gap, contribute to a cycle of debt and poverty for women and minorities, and

WHEREAS, While increasing wages cannot alone close the wealth gap, it would increase the income of many County employees, especially minorities and women who have been disenfranchised from fair and equal wages since the beginning of time, and

WHEREAS, The Albany County Legislature has determined that the NY State minimum wage of \$12.50 per hour is insufficient to support a minimal and basic standard of living in Albany County, and that an adequate wage to support such a standard of living is \$15 per hour, and

WHEREAS, The Albany County Legislature does not have the legal authority to legislate a different minimum wage than the state minimum wage, but nevertheless it is the desire of this Honorable Body to take action within its power to provide a fair living wage to its employees, now, therefore be it

RESOLVED, By the Albany County Legislature, that a living wage of \$15 per hour shall apply to all non-elected employees of the County of Albany, and be it further

RESOLVED, By the Albany County Legislature that the 2021 Albany County Budget is hereby amended as follows:

Decrease Appropriation Account A 1990 by \$70,072 by decreasing Line Item A 1990 44999 Misc Contractual Expenses by \$70,072

Increase Line Item A 9901 99901 TRANSFER OTHER FUNDS by \$51,723

Increase Line Item NH 6020 05033 INTERFUND TRANSFERS by \$51,723

Increase Line Item NH 6020 15293 6400513 ACTIVITIES ASSISTANT by \$2,438

Increase Line Item A 1185 160005 CLERK I PT 20 by \$838

Increase Line Item A 1185 89030 SOCIAL SECURITY by \$64

Increase Line Item A 6772 5000020 COMMUNITY SERVICE ENROLL by \$866

Increase Line Item A 6772 89030 SOCIAL SECURITY by \$66

Increase Line Item NH 6020 640948 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640920 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640947 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640946 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640944 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640940 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640933 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640941 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640938 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640935 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 640942 ENV SERVICE AIDE by \$2,438

Increase Line Item NH 6020 641013 ENV SERVICE PER DIEM by \$575

Increase Line Item NH 6020 640662 FOOD SERVICE HELPER by \$1,136

Increase Line Item NH 6020 640630 FOOD SERVICE HELPER by \$2,438

Increase Line Item NH 6020 640613 FOOD SERVICE HELPER by \$2,445

Increase Line Item NH 6020 640629 FOOD SERVICE HELPER by \$2,445

Increase Line Item NH 6020 640624 FOOD SERVICE HELPER by \$2,438

Increase Line Item NH 6020 640639 FOOD SERVICE HELPER by \$2,438

Increase Line Item NH 6020 640628 FOOD SERVICE HELPER by \$2,438

Increase Line Item NH 6020 640632 FOOD SERVICE HELPER by \$2,438

Increase Line Item NH 6020 89030 SOCIAL SECURITY by \$3,676

Increase Line Item A 1411 240014 MICROFILM AIDE 35 by \$171

Increase Line Item A 1411 89030 SOCIAL SECURITY by \$13

Increase Line Item A 1410 239999 TEMP COUNTY CLERK by \$298

Increase Line Item A 1410 89030 SOCIAL SECURITY by \$23

Increase Line Item A 3110 379996 TEMP COURT ATTENDANTS by \$6,405

Increase Line Item A 3110 89030 SOCIAL SECURITY by \$490

Increase Line Item A 3189 660004 TEMP HELP STOP DWI by \$290

Increase Line Item A 3189 89030 SOCIAL SECURITY by \$22

Increase Line Item A 4010 409999 TEMP HEALTH by \$179

Increase Line Item A 4010 89030 SOCIAL SECURITY by \$14

Increase Line Item A 7410 529998 TEMP HELP by \$7,854

Increase Line Item A 7410 89030 SOCIAL SECURITY by \$601

Increase Line Item A 4610 459999 TEMP RAPE CRISIS by \$144

Increase Line Item A 4610 89030 SOCIAL SECURITY by \$11
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.

Referred to Personnel and Audit and Finance Committees – 4/12/21

Favorable Recommendation Personnel Committee – 4/29/21

Favorable Recommendation Audit and Finance Committee – 4/29/21

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ Resolution: X

Title of Legislation:

ESTABLISHING A LIVING WAGE FOR EMPLOYEES OF THE COUNTY OF ALBANY AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Requested By: Lynne Lekakis

Sponsor (s): _____

FISCAL IMPACT

1. Projected cost of proposed legislation, if any:

 \$70,072 for budget year 2021. In the 2022 budget, the expense is estimated to be \$112,802 (annually)

2. Method of financing (general revenues, short term notes, bonding, state funding, federal funding, etc.) Contingent account transfer

A. If federally funded, state length of time federal funding is available. _____

B. If state funded, state length of time funding is available. _____

C. If bonded, state amount of total indebtedness this legislation will create and projected cost over course of borrowing. _____

3. Length of projected cost (one time only, ongoing, etc.)

 One time only for the purpose of establishing the new wage.

4. Justification for the appropriation/expenditure requested.

 Legislation explains

5. Funding options: _____

Sponsor/Department Head

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Daniel McCoy – Albany County Executive
Honorable Andrew Joyce - Chairman of Albany County Legislature
Honorable Albany County Legislators

From: Bob Belber
General Manager

Date: March 16, 2021

Re: Request For Legislative Action – Albany Stadium Restaurant & Bar

Attached is a RLA form and backup information related to a proposal received from James Anilowski and Wendi Enright who owns and operates Tech Forward, Inc., which is a current tenant in the TU Center (in the old Talk 1300 space) and has been for the last three years; are now bringing two seasoned and very experienced people – Gloria Herman who owned Tesoros Café and Josh Schulze who is the former bar manager at 677 Prime to operate the new Albany Stadium Restaurant & Bar in the former Backstage Bar space.

James and Wendi's Tech Forward, Inc. business is a federally certified Veteran Owned Business and their IT business has greatly helped the TU Center for many years. They have put together an excellent team with extensive restaurant experience and they have innovative concepts that we believe will help them draw people to the restaurant on both event and non-event days for lunch and dinner. Due to the pandemic and what we believe will be a growing reactivation of employees coming back to offices as the pandemic subsides, the rent being offered is tiered to provide some assistance in the early years and it will increase over the five years. The restaurant will be open for lunch daily and for dinner on non-event days while also servicing patrons attending events.

I ask that Albany County approve this request for a lease of the former Backstage Bar with a proposed start date of June 1, 2021.

Sincerely,



Bob Belber
General Manager



County of Albany

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

Legislation Text

File #: TMP-2414, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization - Lease of Retail Space at Times Union Center

Date: 3/31/2021
Submitted By: Bob Belber
Department: TU Center
Title: General Manager
Phone: Click or tap here to enter text.
Department Rep.
Attending Meeting: Bob Belber

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):

ASR Hospitality, Inc.
51 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:
#4 -\$42,000 -Year #5 - \$42,000

Year #1 \$24 000 - Year #2 \$30,000 - Year #3 \$36 000 - Year

Scope of Services:

Renting Retail Space known as ALBANY STADIUM

RESTAURANT & BAR

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: AA 7128 02451

Revenue Amount: See Above

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: 100%

Term

Term: (Start and end date) June 1 2021- May 31 2026

Length of Contract: 5 Years with option for 5-year renewal

Impact on Pending LitigationYes ☐ 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 ASR Hospitality, Inc. Business Plan which includes proposed innovative concepts envisioned for the space and the proposed rent that is included herein. While this is a new business going into the space, the TU Center has had an excellent working relationship with both James Anilowski and Wendi Enright, both of which own Tech Forward, Inc., which is a tenant in the space formerly used by Talk 1300 radio. They have been in the space for three years and have been current on all rent payments. In addition, James has provided valuable IT support for the arena and during event nights for the NCAA Championships and other events needing a higher level of IT support and Wi-Fi knowledge.

This is a new tenant that will take over the Backstage Bar that has been operated on event days only by Aramark prior to the pandemic. James and Wendi have brought in Gloria Herman, recent owner of Tesoros Café and Josh Schulze (former bar manager at 677 Prime). Collectively along with Wendi and James's family background in the restaurant business, they have over 20 years of experience and knowledge with demonstrated innovation. The tenant plans to open the restaurant for lunches and dinners even on nonevent days and plans to use innovative ideas to draw people to the business. A creative menu and a management group that has had a lot of success in the restaurant/bar business will be operating the business. The tenant will show that its sit down eatery on South Pearl Street will be great for arena fans, construction workers and the thousands of workers

in downtown.

A five year mutual option to renew the lease will follow the first five years and the rent during the five year renewal will be set at \$3,500 per month for total annual rent of \$42,000. Tenant will have its own account with National Grid and will make payments for utilities used.

RESOLUTION NO. 132

AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: ASR HOSPITALITY, INC.

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, ASR Hospitality, Inc. has expressed an interest in a lease for 3,106 square feet of retail space in the front entry plaza of the Times Union Center for the purpose of operating a restaurant/bar business for lunch and dinner, and

WHEREAS, As agreed to, the tenant will pay monthly for a five-year term beginning on June 1, 2021 and ending May 31, 2026, at annual rents indicated below. with one option for five-year renewal:

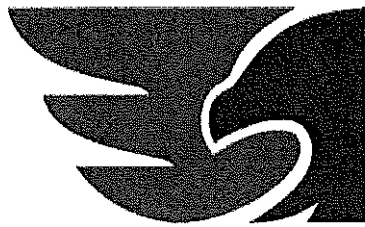
Year	Annual Rent	Monthly Rent
1	\$24,000	\$2,000
2	\$30,000	\$2,500
3	\$36,000	\$3,000
4	\$42,000	\$3,500
5	\$42,000	\$3,500

now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with ASR Hospitality, Inc., Albany, NY 12207 pursuant to the terms as aforesaid, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease 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.



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Albany County Legislature Members
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County Legislature Chairman – Andrew Joyce

From: Bob Belber
General Manager

Date: March 3, 2021

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR RETAIL SPACE
LAM'S KITCHEN

Please see the Request For Legislative Action for the renewal of the Lam's Kitchen lease.
The current lease expires on August 31, 2021.

There is 1,320 square feet of space in Lam's Kitchen. The per square foot rent is \$14 plus \$2 per square foot for common area maintenance – total of \$16 per square foot. This is the same rate that the tenant has been paying for the last five-year lease. Due to the pandemic and reduced business, we are asking to keep the current rate within the new lease.

This tenant has occupied the space for over 30 years and they are paid up on all rent and utilities.

Thank you for your approval of this lease.



County of Albany

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

Legislation Text

File #: TMP-2353, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Lease Renewal for Times Union Center Retail Space Currently Occupied by Lam's Kitchen

Date: 03/3/21
Submitted By: Bob Belber
Department: Times Union
Title: General Manager
Phone: 518-487-2008
Department Rep.
Attending Meeting: Bob Belber

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):

Ma's Kitchen Corporation d/b/a Lam's Kitchen
51 South Pearl Street
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$14 per square foot for rent and \$2 per square foot for common area maintenance fees (total \$16 per square foot) x 1,320 square feet of space= \$21,120 annually for each year of the five-year lease. The monthly rent will be \$1,760.

Scope of Services: Renting Times Union Center retail space, currently occupied by Lam's Kitchen.

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: AA 7128 02451

Revenue Amount: \$21,120/year

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) 09/01/2021 - 08/31/2026

Length of Contract: 5 years

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: 2016-255

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

Justification: (state briefly why legislative action is requested)

Retail leases require legislative approval. This tenant is current on all rent and utility bill payments that have been owed. The tenant has shown for thirty years that it provides a valuable service as a sit down eatery on South Pearl Street that will be great for arena fans, construction workers and the thousands of workers in downtown. This rate was increased during the last lease and we are asking to keep the rate flat for the new term due to the pandemic. This tenant did invest over \$30,000 in upgrades to the space at the beginning of the prior term.

COMMERICAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
MA'S KITCHEN CORPORATION D/B/A LAM'S KITCHEN

Lease Authorization: Resolution No. 255 for 2016

This is a Commercial Lease Agreement (hereinafter "Lease" or "Agreement") made by and between the County of Albany, New York, a municipal corporation organized and existing under the laws of the State of New York, located at 112 State Street, Albany, New York 12207 (hereinafter "Owner") and Ma's Kitchen Corporation d/b/a Lam's Kitchen. (hereinafter "Tenant") located at 51 South Pearl Street Street, Albany, New York 12207 (hereinafter "Tenant") and SMG, management agent for the Owner located at 51 South Pearl Street, Albany, New York 12207. (The Owner, Tenant and SMG hereinafter separately or together may be referred to as the "Party" or the "Parties" as appropriate.)

WITNESSETH:

WHEREAS, the Owner offers for lease certain commercial space at the Albany County Civic Center (hereinafter known as The Times Union Center [TU Center] under a naming rights agreement between the County of Albany and The Hearst Corporation, Capital Newspapers Division), and

WHEREAS, the Tenant desires to lease certain commercial space offered by the Owner in the front entry plaza of the TU Center;

WHEREAS, the County Legislature has authorized this Lease in Resolution No. 255 for 2016, adopted July 11, 2016;

NOW THEREFORE, in consideration of the rents, covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 1,320 square feet, as identified by the Owner, located in the Front Entry Plaza of the TU Center.

1.02. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right in common with others to use and permit its customers to use public or common area facilities including but not limited to stairwells, elevators, escalators, restrooms, and walkways in the Front Entry Plaza subject to the terms and conditions of this Lease

Agreement, and, such other reasonable rules and regulations that may be established in the sole discretion of the Owner from time to time upon reasonable notice.

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, FOURTEEN (\$14.00) Dollars per square foot for rental of the Leased Premises.

(b) The Tenant further covenants and agrees to pay to Owner, or the Owner's designee, an additional TWO (\$2.00) DOLLARS per square foot pursuant to ARTICLE 6 - COMMON AREAS and MAINTENANCE of this Lease, bringing the total square foot cost to the Tenant to SIXTEEN (\$16.00) DOLLARS per square foot.

(c) Upon termination of this lease, either upon the occurrence of the termination date recited in Section 2.02 of this Article or otherwise, whichever comes first, the balance of all past due utility charges, if any, shall be immediately paid in full by the Tenant.

(d) Combining (a) and (b) above, the annual rent of TWENTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$21,120.00) shall be payable in equal monthly installments of ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$1,760.00) each, and shall be paid on the first day of each month of said term, in advance.

2.02. The term of this Lease Agreement shall be for a period of five years commencing on September 1, 2016 and ending on August 31, 2021.

2.03. Owner will pay all real property taxes including special assessments, and lienable charges as a substitute for or in the nature of real estate taxes, which may be levied or assessed by any lawful authority against the land and improvements in the Front Entry Plaza.

ARTICLE 3 - CONSTRUCTION, ALTERATION

3.01. Owner covenants that the leased premises are leased to tenant for tenant's use and occupancy in an "as is" condition. Any work performed on the leased premises shall be performed by the Tenant at its own expense, unless otherwise agreed to by the Owner. Any such additional work or work to be performed by Tenant must have the prior written approval of the Owner, which shall not be unreasonably withheld.

3.02 Tenant agrees to invest Twenty Five Thousand Dollars to make upgrades and improvements, at the Tenant's own expense, to the leased premises as agreed to by the Owner. Said upgrades and improvements shall meet the approval of the Owner and shall be completed within six months of the signing of this lease. Tenant shall provide the Owner with an accounting of all costs along with copies of all blueprint plans,

drawings, invoices, bills and any other materials which can document costs. Additionally, the Tenant will provide the Owner with as built drawings of the Leased Premises after improvements are complete. All improvements shall remain the property of the Owner upon termination of the lease.

3.03 Any other fit-up that Tenant undertakes to convert "as is" space of the Leased Premises to finished space appropriate for the Tenant's business and business purpose shall be at the sole expense of the Tenant. Fit-up costs shall include all architectural, engineering and interior design costs, any installation of heating, cooling, ductwork, ventilation units, electrical service, rest room facility or repair, plumbing, ceiling, lighting, wall covering and internal wall construction and any other such fit-up work. Said fit-up improvements shall become the property of the Owner immediately upon installation and shall be paid for by the Tenant. Tenant shall provide the Owner with an accounting of all fit-up costs along with copies of all blueprint plans, drawings, invoices, bills and any other materials which can document fit-up costs. Additionally, the Tenant will provide the Owner with as-built drawings of the Leased Premises after fit-up is complete. All fit-up improvements shall remain the property of the Owner upon termination of the lease.

3.04. Any equipment or work which the Owner installs or constructs within the Leased Premises on the Tenant's behalf shall be paid for by the Tenant within fifteen days after receipt of a bill thereof at cost to the Owner, plus 20% for overhead and supervision. No work will be performed without knowledge and consent of Tenant, which shall not be unreasonably withheld.

3.05. Owner reserves the right at any time to make alterations or additions to and to build additional stories on the Front Entry Plaza and to build adjacent thereto. Owner also reserves the right to construct other buildings or improvements on the TU Center site from time to time and to make alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

3.06. Tenant agrees to indemnify and hold harmless Owner, SMG, The Hearst Corporation, Capital Newspapers Division, New York State and New York State Urban Development Corporation from and against any and all claims for property, damage and/or personal injury, including death, arising out of Tenant's activities in the performance of construction projects, as well as the acts of Tenant's agents, employees, contractors, subcontractors or the like, together with all costs, including attorney's fees, which the Owner incurs in the defense of any action or proceeding related to such claims. Prior to the commencement of a construction project, Tenant agrees to provide owner with an Owner's certificate of insurance in the amount of One Million and 00/100 (\$1,000,000.00) Dollars, combined single limit.

3.07. Owner agrees to indemnify and hold harmless Tenant from and against any and all claims for property damage and/or personal injury, including death, arising out of the Owner's activities in the performance of construction, alteration or additional projects.

3.08 Upon termination of this Lease by expiration or otherwise, Tenant will use reasonable care to ensure that all utility connections including water, electric, gas and any other connections and all fixtures and all other conditions in and around the leased premises are left intact and in good and usable condition so as to facilitate a new tenant entering the premises with a minimum of fit-up expense. Tenant shall remove all of its non-fixture items, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal or any other damage done to the Leased Premises. Tenant agrees that the Leased Premises when vacated will be left broom clean and with normal wear and tear only. If Tenant fails to perform such removal and repair within the reasonable time listed above, or if the Tenant fails to leave the premises and the fixture items in good condition, the Tenant agrees that the Owner may, at the Owner's option, perform such repair and/or removal at the expense of the Tenant.

ARTICLE 4 - PREMISES AND USE

4.01 Tenant shall use the Leased Premises solely for the purpose of conducting the business of a restaurant. Tenant shall occupy the premises upon the commencement of the lease term stated herein. Tenant will not use or permit, or suffer the use of the Leased Premises for any other business or purpose. The Tenant shall provide a written description of business activity and types of services performed prior to occupying the Leased Premises.

4.02. Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of the Owner.

ARTICLE 5 - UTILITIES

5.01 Tenant shall be responsible for all utility charges, including but not limited to electricity, heat, water and telephone. The Owner's agent may function as an intermediary in the communication of amounts owed, dates due and other aspects of utility services provided to the Tenant, but neither the Owner nor the Owner's agent assumes any responsibility whatsoever for utility bills or arrearages incurred during the term of this Lease or its immediate predecessor.

5.02. Owner shall not be liable to Tenant for damages because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption unless due to Owners negligence. Owner or Owner's designee shall, however, proceed with reasonable diligence to restore such service to the extent it is within Owner's control. Owner shall not be liable to Tenant for damage because of any interruptions in utility service and shall have no claim for constructive eviction due to such interruption due to the Tenant's failure to pay invoiced amounts within 30 days of the invoice due date and any subsequent stoppage of utility service by Owner's management agent.

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

6.01. All facilities furnished by Owner in, near and about the Front Entry Plaza including but not limited to, pedestrian sidewalks and ramps, escalators, elevators, interior and exterior stairwells, landscaped areas, comfort stations and other areas and any and all improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Owner. The Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities in or on all said areas and improvements; to police the same; to restrict parking by tenants, their officers, agents and employees to negotiated employee parking areas; to enforce parking charges (by operation of meters or otherwise), to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

6.02. All common areas and facilities not within the leased premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

6.03. In each lease year, Tenant will pay to Owner, in addition to the rental specified herein, as further additional rent, the amount set forth in ARTICLE 2 - RENT AND TERM Section 2.01(b).

6.04. For the purpose of this ARTICLE 6 the "Front Entry Plaza's operating cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including without limitation, the cost of public liability and property damage insurance, sanitary control, trash, rubbish, garbage and other refuse, and the cost of personnel for security within the common facilities. "Common facilities" means all areas, space, equipment and special services provided by Owner for the common or joint use and benefit of the occupants of the Front Entry Plaza, their employees, agents, servants, customers, and other invitees, including without limitation, landscaped areas within the Front Entry Plaza, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks.

ARTICLE 7 - DELIVERIES

7.01. Deliveries to the Leased Premises shall be made either on the Beaver Street or former Hudson Avenue side of the Front Entry Plaza subject to such rules and regulations as may be promulgated by the Owner. Under no circumstance shall any delivery interfere with or otherwise impede the operation of the Pepsi Arena -Albany County Civic Center.

7.02. A schedule of deliveries pursuant to this Lease Agreement shall be agreed upon between Owner and Tenant.

ARTICLE 8 - INSURANCE

8.01 The Tenant agrees to procure and maintain at its own expense, until final acceptance by the County, of this Lease Agreement, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Prior to taking possession, the Tenant shall furnish to the County a Certificate(s) showing that the requirements of this Article are met. The Certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice is given to the County. The certificates shall name the County of Albany, SMG, The Hearst Corporation Capital Newspapers Division, State of New York and New York State Urban Development Corporation as additional insureds.

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

9.01 In the event the Leased Premises are hereafter damaged or destroyed or rendered partially untenantable for their accustomed uses by fire or other casualty insured under the coverage which Owner is obligated to carry pursuant to ARTICLE 8, Owner shall promptly repair said premises and restore the same to substantially the condition immediately prior to the casualty. From the date of casualty until the Leased Premises are repaired and restored, rent payments and all other charges and items of additional rent payable hereunder shall abate in proportion the part of the Leased Premises destroyed or rendered untenantable bears to the total Leased Premises (provided, however, that payment shall not abate if the destruction or damage was caused by Tenant or Tenant's employees or agents.) In the event fifty percent (50%) or more of the Leased Premises or the building of which they are a part is destroyed or rendered untenantable by fire or other casualty during the last year of the term of this Lease (based upon the cost to replace the premises damaged or destroyed as compared with the physical value of the improvements on the Leased Premises of said Building, as the case may be, immediately prior to such fire or other casualty as shown by certificate of Owner's architect), either party hereto shall have the right to terminate this Lease effective the date of such casualty, by giving to the other party hereto, within thirty (30) days after the happening of such casualty, written notice of such termination. If said notice be given within the thirty (30) day period, this Lease shall terminate and annual rent and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and

Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other changes or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

9.02. If, however, the building of which the Leased Premises are a part shall be substantially damaged or destroyed by fire or casualty, or if, as a result of a risk not covered by the forms of hazard insurance at the time then customarily carried on like improvements in the locality in which the Leased Premises are located, the Leased Premises are substantially damaged, Owner shall promptly restore, to the extent originally constructed by Owner (consistent, however, with zoning laws and building codes then in existence), so much of such building or the Leased Premises as were originally constructed by Owner to substantially the condition thereof at the time of such damage, unless Owner, within thirty (30) days after such loss, gives notice to Tenant of Owner's election to terminate this Lease. If Owner shall give such notice, this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

9.03. Further, if there is substantial damage or destruction from any cause to buildings within the Front Entry Plaza to such extent that continued operation of the Front Entry Plaza would be uneconomical in Owner's sole, reasonable determination, Owner shall also have the right, within thirty (30) days after such damage, to terminate this Lease by suitable notice to Tenant in which is stated a date as of which Owner desires surrender of Tenant's Leased Premises, and this Lease shall terminate as of the date so stipulated as if the same were the date originally established as the expiration date hereof. The term "substantial damage" or destruction as used herein, shall refer to damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within thirty (30) days from the time that such work would commence.

ARTICLE 10 - SIGNS

10.01. Tenant shall be entitled to install signage and trade dress as permitted under the controlling municipal ordinances without prior approval of the Owner. If required, Owner shall execute and return any applications or other documentation prepared by Tenant within five working days to allow Tenant to secure permitted signage. In the event Tenant elects to make application for a signage variance to exceed the limits established by municipal ordinance, prior Owner approval shall be required.

10.02. Upon termination of this Lease by expiration or otherwise, Tenant shall remove all of its signs, interior and exterior, within ten (10) days after such termination and shall repair to Owner's reasonable satisfaction any damage caused by such removal. If Tenant fails to perform such removal and repair within the reasonable time listed above, Tenant

agrees that the Owner shall, at the Owner's option, perform such repair and removal at the expense of the Tenant.

ARTICLE 11 - ASSIGNMENT

11.01. Tenant shall not sublet or assign this Lease without the Owner's prior consent, which consent will not be unreasonably withheld, provided, however, that Owner shall not be liable for damages on any claim that Owner has unreasonably withheld such consent, Tenant's remedy being limited solely to an action to determine reasonableness of the withholding of such consent and to compel giving the same. It is further agreed that no assignment or sublease shall be effective unless the assignee or sublessee agrees directly with the Owner to perform Tenant's obligations under this Lease. Notwithstanding any permitted assignment or subletting, no further assignment or subletting may be made without Owner's consent and, in all events, Tenant shall remain fully and primarily liable for the payment of all rent, additional rent and the performance of all the terms, covenants and conditions contained herein jointly and severally with such assignee or sublessee. Owner's dealing with an assignee or sublessee shall not affect the continued liability of the Tenant under this Lease.

ARTICLE 12 - COMPLIANCE WITH LAW

12.01. Tenant shall comply with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction pursuant to laws of any public officer thereof, which shall impose any violation, order or duty upon Owner or Tenant resulting from the use and occupancy of the Leased Premises by Tenant. Tenant shall have the right, upon giving prior written notice to Owner, to contest any obligation imposed upon Tenant pursuant to the provisions of this Article, and to defer compliance during the pendency of such contest, provided that the failure of Tenant to so comply will not subject Owner to prosecution or criminal penalty. Owner shall comply with any such laws, orders, regulations, directions and rules in respect to the Leased Premises, other than those imposing an obligation upon Tenant as aforesaid, subject, however, to the right of Owner similarly to contest as aforesaid and defer compliance during the pendency of such contest.

ARTICLE 13 - SUBORDINATION

13.01 This instrument shall not be a lien against said Leased Premises with respect to any first mortgage that currently exists or that hereafter may be placed against said Leased Premises and/or the Front Entry Plaza. Upon the recording of such mortgage or mortgages, the same shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording of the same.

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring

any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. The Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between the Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that the Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

13.03. Tenant agrees to make minor, reasonable changes to this Lease as may be required by any subsequent mortgagee, provided such mortgagee is a recognized lending institution and the changes do not modify the substance of this agreement.

13.04. With reference to any assignment by Owner of Owner's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises, Tenant agrees:

a) That the execution thereof by Owner and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of the obligations of the Owner hereunder, unless and until such holder shall, by notice to Tenant, specifically otherwise elect; and

b) Except as aforesaid, such holder shall be treated as having assumed Owner's obligations hereunder only upon foreclosure of such holder's mortgage, the taking of possession of the Leased Premises, and such holder's acceptance of Tenant's attornment.

ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, the Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if the Tenant shall file or there shall be filed against Tenant a petition in

bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to the Tenant thirty (30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, the Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) the Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and

the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

14.03 If, after default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, the Tenant moves out or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the execution of the warrant, the Tenant's fixtures and properties shall be deemed abandoned by the said Tenant and shall become the property of the Owner.

ARTICLE 15 - CURING DEFAULTS

15.01. In the event Tenant defaults in the observance or performance of any covenant or agreement of this Lease on the part of Tenant to be observed or performed, beyond any period given to Tenant to cure such default, Owner may perform for the account of Tenant, and if Owner makes any expenditures or incurs any obligation for the payment of money in connection therewith, including, but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceedings, such expenditures paid, or obligations incurred, with interest and costs, shall be deemed to be additional rent and shall be paid by Tenant to Owner within (10) days of rendition to Tenant of any bill or statement therefore.

ARTICLE 16 - EMINENT DOMAIN

16.01. In the event that the whole of the Leased Premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding. Further, if so much of the Front Entry Plaza shall be so taken that continued operation of the Front Entry Plaza would be uneconomical in Owner's reasonable determination, Owner shall have the right to terminate this Lease by giving notice to Tenant of Owner's desire so to do not later than thirty (30) days after the effective date of such taking.

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable

under this Lease shall be reduced to an amount to be Determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of the Tenant. Should the net amount so awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

16.03. Notwithstanding anything to the contrary elsewhere contained in this Lease, in the event of a taking of less than the whole of the Leased Premises which occurs during the period of one year next preceding the expiration date of this Lease, Owner or Tenant may elect to terminate this Lease by giving notice to the other Party of such election not more than ninety (90) days after the date on which such notice of termination is given. Upon the date specified in such notice, this Lease and the term hereof shall cease and expire and all rent and additional rent paid under this Lease for the period after such date of termination shall be refunded to Tenant upon demand. On or before such date of termination, Tenant shall vacate the Leased Premises, and any of Tenant's property remaining in the Leased Premises subsequent to such date of termination shall be deemed abandoned by Tenant and shall become the property of Owner.

16.04. In the event of a taking of the Leased Premises or any part thereof, Owner shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Owner, all rights to recover for damages to the Front Entry Plaza, to the Leased Premises, the building in which same is located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, as aforesaid. By way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Owner to grant and assign, to Owner all rights to such damages or compensation. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any taking or condemnation proceedings any claims permitted by law to recover for relocation expenses, loss of business, or depreciation to, or cost of removable trade fixtures, furniture and other personal property belonging to Tenant, provided that such action shall not affect the amount of compensation otherwise recoverable by Owner from the taking authority.

ARTICLE 17 - INDEMNIFICATION

17.01. Tenant shall indemnify Owner, for and against any and all liability, penalties, damages, expenses and judgments arising from claim of damage or injury during said Term to any person or property of any nature except that Owner shall indemnify Tenant

for any and all liability, penalties, damages, expenses and/or judgments arising from any willful act or gross negligence of Owner or any of Owner's agents or employees. Owner and Tenant hereby agree to defend and hold each other harmless from any such liability and cost resulting from any injury or damage. At or prior to commencement of the Term, the Tenant shall supply to Owner a liability insurance certificate in the amount of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit, with Owner designated as an additional insured.

ARTICLE 18 - END OF TERM

18.01. Upon expiration or other termination of the term of this Lease, Tenant shall quit and surrender to Owner the Leased Premises, broom clean, in good order and condition and with all heating, ventilating and air-conditioning systems in good working order, reasonable wear and tear and damage by fire or other casualty excepted.

ARTICLE 19 - QUIET ENJOYMENT

19.01. Owner covenants and agrees that Tenant may peaceably and quietly enjoy the Leased Premises, subject, however, to the covenants and agreements contained in this Lease.

ARTICLE 20- NO WAIVER

20.01 The failure of Owner to seek redress for violation of, or to insist upon the strict performance of, any covenant or agreement contained in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

20.02 The payment by Tenant, or acceptance by Owner, of a lesser amount than shall be due from Tenant to Owner shall be treated otherwise than as a payment on account. Acceptance by Owner of a payment of a lesser amount with an endorsement or statement thereon, or upon any letter accompanying payment that the lesser amount is payment in full, shall be given no effect. Owner may accept payment amounts without prejudice to any right or remedy to collect the full amount owed by Tenant.

ARTICLE 21 - ENTIRE AGREEMENT

21.01 This Lease contains the entire agreement between the parties, and cannot be changed, modified, or amended unless such change, modification or amendment is in writing and signed by the party against whom enforcement of such change, modification or amendment is sought.

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

22.01. Owner and Tenant agree that each shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease. If Owner commences any summary proceeding for nonpayment of rent or additional rent, Tenant shall not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

ARTICLE 23 - INSPECTION OF PREMISES

23.01. The Tenant agrees that the Owner and its agents and/or representatives shall have the right to enter into and upon Leased Premises, or any part thereof, to inspect the premises at reasonable times to insure that the space is being properly and continually maintained. In the case of a true emergency situation, the Owner and its agents shall have such right of entry as may be necessary to correct such emergency situation.

23.02. The Tenant also agrees to permit the Owner or the Owner's agents to show the Leased Premises, with reasonable notice and accompanied by an authorized employee of Tenant, to persons wishing to lease the same, during the last six months of the lease term.

ARTICLE 24 - REMEDY FOR BREACH

24.01 In the event of a breach by Tenant, the Tenant shall pay to the Owner 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 lease term, together with the Owner's own costs incurred in procuring a substitute Tenant.

ARTICLE 25 - NOTICES

25.01. Any notice or demand required to be given by the Parties under this Lease, or pursuant to any law or governmental regulations, shall be in writing, certified mail, return receipt requested as follows:

Owner:
County Executive
County of Albany
112 State Street
Albany, New York 12207

Tenant:
Ka Mun Sim
c/o Lam's Kitchen
51 South Pearl Street
Albany, New York 12207

25.02. After receiving notice from any person, firm or other entity, that it holds a mortgage which includes the Leased Premises as part of the mortgaged premises, no notice from Tenant to Owner shall be effective unless and until a copy of the same is given to such holder, and the curing of any of Owner's default by such holder shall be treated as performance by Owner.

ARTICLE 26 - CAPTIONS

26.01. The captions preceding the Articles of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision of this Lease.

ARTICLE 27 - SUCCESSORS AND ASSIGNS

27.01. The covenants and agreements contained in this Lease shall bind and inure to the benefit of Owner and the heirs, personal representatives, successors and assigns of Owner, and Tenant and its successors and assigns.

ARTICLE 28 - NECESSARY APPROVAL

28.01 The State of New York and the New York State Urban Development Corporation shall have the right to disapprove any of the terms of this Lease.

ARTICLE 29 - GOVERNING LAW

29.01 This Agreement shall be governed by and construed according to the laws of the State of New York.

ARTICLE 30- MISCELLANEOUS

30.01. Tenant shall store all trash, debris and all other waste materials in a container in areas designated by Owner.

30.02. Tenant covenants and agrees that no merchandise shall be displayed for sale or for any other purpose on the sidewalk or anywhere outside the Leased Premises without the prior approval of the Owner and the City of Albany.

30.03. The covenants of the Owner contained in this Lease shall be binding upon Owner and Owner's successors in title only with respect to breaches occurring during Owner's and Owner's successors' respective ownership of Owner's interest in the Leased Premises, and the Tenant specifically agrees to look solely to Owner's equity interest in the property of which the Leased Premises are a part for the recovery of any judgment against Owner.

30.04. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the

obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

30.06. Owner warrants that it has good and sufficient title to the Leased Premises.

30.07. The term "Owner" as used in this Lease Agreement shall mean the actual Owner or the designee of said actual Owner.

30.08. Tenant covenants and agrees to provide maintenance to the exhaust system once every four (4) months, and clean the air filter as prescribed by the engineer's maintenance recommendations and provide a report of said maintenance work to Owner.

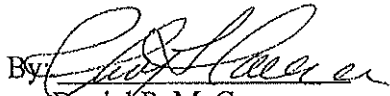
30.09. This lease agreement is contingent upon Tenant receiving all necessary licenses and permits, required to operate its business.

30.10 Wherever Owner's consent is deemed necessary, such consent shall not be unreasonably withheld or delayed.

30.11 The Tenant covenants and agrees to maintain the Leased Premises in a condition acceptable to the Owner for the duration of the Lease.

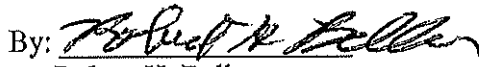
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite their respective names.

Owner: COUNTY OF ALBANY

By: 
Daniel P. McCoy,
County Executive,
or, Philip F. Calderone
Deputy County Executive

Dated: 9/13/16

Owner Agent: SMG

By: 
Robert H. Belber
General Manager

Dated: 9/12/16

Tenant: MA'S KITCHEN CORPORATION
D/B/A LAM'S KITCHEN

By: Bin Yang
Bin Yang

Dated: 8/18/16

By: 
Rui Liang Ma

Date: 8/18/16

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

On the ____ day of _____, 2016, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her 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 13th day of September, 2011, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

On the 2nd day of September, 2016, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the TU Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie J. Bunzey
Notary Public

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01BU6048902
Commission Expires Oct. 2, 2018

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

On the 30th day of August, 2018, before me, the undersigned, a notary public in and for the state, personally appeared Bin Fang personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Oleg Ayzikovich
Notary Public - State of New York
No. 01AY6339456
Qualified in Albany County
My Commission Exp. 04/04/2020



Notary Public

SCHEDULE "A" 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:
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.

Ma's kitchen corporation

D/B/A Lam's Kitchen 518-427-5096

March 3,2021

County of Albany

County Executive 112 state st ,Albany Newyork 12207

RE:Lease Renewal

We,Bin Yang and Jingjing Ye would like to renew our commercial lease for Lam's kitchen at 51 south pearl st,Albany NY 12207

In the past,the renewal was for a 5 years term at your convenience,please send the lease paperwork for an addition 5 years for us to complete.

Thank you very much.

Bin Yang

President.

Bin yang

RESOLUTION NO. 133

AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: MA'S KITCHEN CORPORATION D/B/A LAM'S KITCHEN

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, Ma's Kitchen Corporation d/b/a Lam's Kitchen has expressed an interest in renewing its lease for 1,320 square feet of retail space in the front entry plaza of the Times Union Center for the purpose of running a Chinese restaurant, and

WHEREAS, As agreed to, the tenant will pay monthly based on an annual rent of \$14.00 per square foot for base rent and \$2.00 per square foot for common area maintenance charges for five years beginning on September 1, 2021 and ending August 31, 2026, at an annual rent of \$21,120, payable in equal monthly installments of \$1,760, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement at the Times Union Center with Ma's Kitchen Corporation d/b/a Lam's Kitchen, Albany, NY, 12207 pursuant to the terms as aforesaid, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease 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.

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Daniel McCoy – Albany County Executive
Honorable Andrew Joyce - Chairman of Albany County Legislature
Honorable Albany County Legislators

From: Bob Belber
General Manager

Date: March 3, 2021

Re: Request For Legislative Action – Ballistic Shrimp, LLC...
To take lease the former Dallas Hot Wieners retail space

Attached is a RLA form and backup information related to a proposal received from Miguel Medina – CEO of Ballistic Shrimp, LLC. The Ballistic Shrimp business will be a moderately priced quick turn seafood restaurant, which will include a nautical décor. The restaurant will be serving breakfast, lunch and dinner with a Cajun style menu including food that is steamed, fried, baked and grilled. Miguel Medina has over ten years of experience in the restaurant business.

Miguel Medina is a resident in downtown Albany and Ballistic Shrimp, LLC will be a minority owned business that is dedicated to serving the community. The funds that will be used to finance the business operation and get it up and running are derived from personal savings, family contributions and a bank loan has been secured as well. The equipment that was originally in the space, which was owned by Dallas Hot Wieners has been purchased by Miguel and it will be used in the new business venture.

This type of seafood restaurant could fill a void in Downtown Albany and based on my discussions and meetings I have had with Miguel, along with a solid business plan that was submitted, leads me to believe that he will be successful in his efforts. I ask the Albany County Legislature to approve the lease with Ballistic Shrimp, LLC based on the details contained within the RLA with a start date of June 1, 2021.

Sincerely,



Bob Belber - General Manager



County of Albany

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

Legislation Text

File #: TMP-2449, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to Lease Retail Space at the Times Union Center to Ballistic Shrimp, LLC

Date: 4/19/2021
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

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):

Miguel Medina - CEO

Ballistic Shrimp, LLC

83 Beaver Street #1B

Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$14 per square foot for rent and \$2 per square foot for common area maintenance fees (total \$16 per sq foot) x 950 square feet of space = \$15,200 annually for each year of the five-year lease. Monthly rent will be \$1,266. In addition, a mutual option to renew the lease for another five-year term would be included in the lease.

Scope of Services: Renting Retail Space known as BALLISTIC SHRIMP

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: AA 7128 02451

Revenue Amount: \$15,200/Year

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: 100%

May 15, 2021- May 14, 2026

Term

Term: (Start and end date) May 15, 2021- May 14, 2026

Length of Contract: Five Years

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)

This will be a new tenant that will take over the space formerly known as Dallas Hot Wieners. The restaurant will be a Quick turn Seafood Restaurant servicing breakfast, lunch, and dinner. The menu will be Cajun Style with steamed, fried, baked, and grilled food (See summary of business plan attached). They will have in-house seating, takeout, and delivery. Authorization is being requested for a five year term with rent set at \$15,200/year.

INTRODUCTION

Seafood restaurant falls under the Chain Restaurant industry and the industry comprises chain and franchised restaurants that provide food services to patrons who order and are served while seated. These establishments may provide this type of food service to patrons in combination with selling alcoholic and other beverages. These establishments have also shown a steady growth over the last half a decade.

In the case of seafood restaurants, their main delicacy is seafood and seafood is any form of sea life regarded as food by humans, prominently including fish and shellfish. Shellfish include various species of mollusks (such as clams, oysters, and mussels and cephalopods e.g. octopus and squid), crustaceans (e.g. shrimp, crabs, and lobster), and echinoderms (e.g. sea urchins).

Ballistic Shrimp will be a moderately priced quick turn seafood restaurant offering an amazing eating experience for singles and families alike. Steamed, baked, fried, and grilled seafood selections served for eat in, take out or delivery. For the delivery aspect we will be working with the best food delivery apps or online services for our clients to get their food as quickly and conveniently as possible. We are also offering catering for events, business meetings and pretty much the client's choice of activity. We will be tending to a clientele for breakfast, lunch and dinner.

The décor for Ballistic Shrimp will be nautical with a very relaxed vibe and community feel. We want the décor to consist of natural yet modern elements. Background music consisting of popular tunes with various blends and popular pop culture tune variations. We want our clients to have fond memories of this establishment. Comfortable clean line seating will be available which will follow the guidelines of social distancing.

Ballistic Shrimp will be owned by Ballistic Shrimp, LLC. The creator, managing member and CEO of the company, Miguel Medina, is seeking additional financing to supplement his own contribution. He has a proven track record of successful business ventures. He has over 10+ years of experience in the restaurant industry. Ballistic Shrimp, LLC, is looking to embody the very elements of detailed planning in order to succeed in today's competitive and health conscience market.

Description:

- Quick turn Seafood Restaurant
- Servicing- Breakfast, lunch, and dinner
- Cajun Style Menu with tasty and healthy sides
- Steamed, fried, baked, and grilled food.

Ballistic Shrimp Services

Business Plan

- Considering selling beer from local brewers
- Showcase monthly art from local artists.
- We will always ramp up for events to adequately meet our customer's needs.
- Will begin our own food delivery system with electric scooters which is better for the environment (less fuel emissions).
- Will also use external delivery services via online or app like Uber eats, door dash, seamless, grubhub just to name a few.
- Follow CDC rules on Social Distancing.
- Will provide/use appropriate PPE and chemicals on EPA registry for cleaning in order to keep people safe.
- Tentative hours and days of operations schedule:

Tentative Days and Hours of Operations		
Monday	7:30 a.m.	8:00 p.m.
Tuesday	7:30 a.m.	8:00 p.m.
Wednesday	7:30 a.m.	8:00 p.m.
Thursday	7:30 a.m.	8:00 p.m.
Friday	7:30 a.m.	10:30 p.m.
Saturday	7:30 a.m.	10:30 p.m.
Sunday	7:30 a.m.	8:00 p.m.

8. LETTER OF INTENT

Miguel Medina
83 Beaver Street #1B
Albany, NY 12207

03/01/2021

Dear Mr. Bob Belber,

RE: Intent to Lease Commercial Property

Per our conversation, this correspondence shall serve as a Non-binding Letter of Intent of intent to lease the property:

Dallas Hot Wieners
51 S Pearl Street
Albany, NY 12207

The lease term would be for a 5-year period with mutual agreement for second 5-year period. I would like full and complete property access days prior to the lease commencement date to initiate, assess or complete tenant improvements necessary for the intended use of the premises. Lease rate negotiated space has 950 square feet rate is \$16 per square feet (\$2.00 per square feet for common area maintenance), annual amount paid for rent payments is \$15,200. Monthly rent amount shall be \$1266.00. A deposit check in the equal amount of the first month will be submitted the accompanying lease agreement. Start lease and open business on or about May 15, 2021. The following details the party responsible for the respective expense.

Please feel free to reach me, Miguel Medina, with any questions or concerns that you may have at (518) 948-7156 or at crcp183@icloud.com.

Thank you,



Miguel Medina
CEO

RESOLUTION NO. 134

AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF RETAIL SPACE AT THE TIMES UNION CENTER: BALLISTIC SHRIMP, LLC

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, Ballistic Shrimp, LLC has expressed an interest in renewing its lease for 950 square feet of retail space in the front entry plaza of the Times Union Center for the purpose of operating a seafood restaurant, and

WHEREAS, As agreed to, the tenant will pay monthly based on an annual rent of \$14.00 per square foot for base rent and \$2.00 per square foot for common area maintenance charges for five years beginning on May 15, 2021 and ending May 14, 2026, with one option for five-year renewal, at an annual rent of \$15,200 payable in equal monthly installments of \$1,266, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement at the Times Union Center with Ballistic Shrimp, LLC, Albany, NY 12207 pursuant to the terms as aforesaid, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

March 4, 2021

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to extend the term of Resolution No. 487 of 2020 adopted December 7, 2020 associated with Resolution No. 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects.

The original term was May 1, 2018 through April 30, 2020 with a renewal term of May 1, 2020 through April 30, 2021. The Times Union Garage Remediation and Repair Project is the only remaining project authorized under this agreement. This extension request is to allow CT Male Associates to complete contractual services as previously authorized for this project. All costs associated with services provided during this extension are included with-in the original agreement.

The proposed term of this extension will commence on May 1, 2021 through September 1, 2022. This extension includes all rates and pricing described in the original Proposal and is subject to the terms and conditions of the agreement.

Any outstanding cost of these services will be covered under bond number HKUY.

If you should have any questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-2350, **Version:** 1

RREQUEST FOR LEGISLATIVE ACTION

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

Authorization of contract extension with CT Male Associates

Date: March 4, 2021
Submitted By: David M Latina
Department: General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

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):

CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C., 50
Century Hill Drive, Latham, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$300,000

Scope of Services: Professional Architectural and Engineering Services for Various Albany
County projects.

Bond Res. No.: 487 of 2020

Date of Adoption: December 7, 2020

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: A1620-4046

Appropriation Amount: \$300,000

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) May 1, 2021 - September 1, 2022

Length of Contract: 16 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: 143 of 2018 & 487 of 2020

Date of Adoption: April 9, 2018 & December 7, 2020

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to extend the term of Resolution No. 487 of 2020 adopted December 7, 2020 associated with Resolution No. 143 of 2018 adopted April 9, 2018 with CT Male Associates Engineering, Surveying, Architecture, Landscaping Architecture and Geology, D.P.C. for Professional Architectural and Engineering Services for various Albany County projects.

The original term was May 1, 2018 through April 30, 2020 with a renewal term of May 1, 2020 through April 30, 2021. The Times Union Garage Remediation and Repair Project is the only remaining project authorized under this agreement. This extension request is to allow CT Male Associates to complete contractual services as previously authorized for this project. All costs associated with services provided during this extension are included with-in the original agreement.

The proposed term of this extension will commence on May 1, 2021 through September 1, 2022. This extension includes all rates and pricing described in the original Proposal and is subject to the terms and conditions of the agreement.

Any outstanding cost of these services will be covered under bond number HKUY.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



March 1, 2021

David M. Latina
Commissioner
Albany County Department of General Services
112 State Street - Suite 1300
Albany, NY 12207

RE: **Agreement for Professional Architectural and Engineering Services
for Various Albany County Projects**

Pursuant to Re. No, 487 for 2020, Adopted December 7, 2020
Original Agreement: Res. No, 143 for 2018, Adopted April 9, 2018

Dear Commissioner Latina,

In accordance with the terms and conditions of our original Agreement, we hereby request an extension of the term of our Agreement, which was last renewed through April 30, 2021. We agree this extension shall be with the same rates and prices described in the original Proposal and subject to the same terms and conditions of the Agreement.

In order to successfully complete the current work in progress at the Albany County Times Union Center Parking Garage, and provide the professional services on as needed basis for work required in the County's buildings and facilities, we anticipate the construction schedule for this work is to be completed by September of 2022, barring any unforeseen circumstances. As such, we would agree to an extension of 1 year and four months, from May 1, 2021 through September 1, 2022, under the same provisions, terms and conditions.

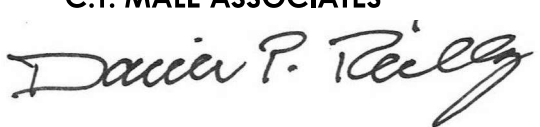
Please do not hesitate to contact us if we can be of further assistance.

Respectfully submitted,

C.T. MALE ASSOCIATES


Richard A. Compagnola, R.A.
Division Manager/Architectural Services

C.T. MALE ASSOCIATES



Daniel P. Reilly, P.E.
Chief Operating Officer

RESOLUTION NO. 143

AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 4/9/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services, after an RFP process, has requested authorization to enter into a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County Projects in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner indicated the proposed agreement will include space utilization studies, general architectural upgrades, design of improvements needed to meet NYS Building Code and Americans with Disabilities Act requirements, mechanical, electrical and plumbing system investigation and design of improvements, design and preparation of specifications and cost estimating of both new construction and/or renovation projects, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two agreement with C.T. Male Associations regarding professional architectural and engineering services for various Albany County Projects Home in an amount not to exceed \$300,000 for the term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, 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. 4/9/18

RESOLUTION NO. 487**AUTHORIZING AN AGREEMENT WITH C.T. MALE ASSOCIATES
REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS**

Introduced: 12/7/20

By Public Works Committee:

WHEREAS, By Resolution No. 143 for 2018, this Honorable Body authorized a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects in an amount not to exceed \$300,000 for a term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, The Commissioner of the Department of General Services has requested authorization to execute the one-year option to renew regarding the aforementioned agreement for professional architectural and engineering services with C.T. Male Associates for various Albany County projects, at no additional cost to the County, for a term commencing May 1, 2020 and ending April 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with C.T. Male Associates, Latham, NY 12110 regarding professional architectural and engineering services for various Albany County projects, at no additional cost to the County, for the term commencing May 1, 2020 and ending April 30, 2021, and, be it further

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

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

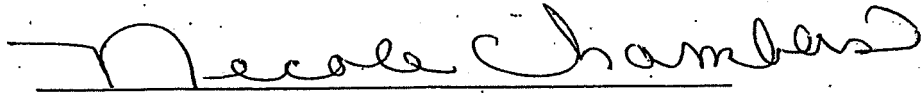
Adopted by unanimous vote – 12/7/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 7th day of December, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 8th day of December, 2020.


Clerk, Albany County Legislature

AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE,
 LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C..
 FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
 FOR VARIOUS ALBANY COUNTY PROJECTS

PURSUANT TO RES. NO. 143 FOR 2018, ADOPTED APRIL 9, 2018

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County" or "Owner") and C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., a New York domestic professional corporation, with a principal place of business located at 50 Century Hill Drive, Latham, New York 12110 (hereinafter called the "Consultant" and, together with the County, may be referred to as the "parties").

WITNESSETH

WHEREAS, periodically, the County requires professional architectural and engineering services on an as needed basis for work required in its buildings and on its properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposals for architect/engineer services for various projects in Albany County, said request having been designated RFP #2017-082, issued on June 21, 2017 and published on June 28, 2017 and July 6, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Consultant has submitted a proposal on July 14, 2017 to provide architectural and engineering services on an as needed basis (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid architectural and engineering services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this Agreement with the Consultant by Resolution No. 143 for 2018, adopted April 9, 2018;

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 RFP, which is incorporated by reference and made a part hereof; and the Proposal, 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 RFP; 3) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Consultant shall provide all of the architectural and engineering services requested by the County, and meet all of the requirements and provisions described in the RFP. The services shall include, but are not limited to, the Consultant providing the following:

2.1.1 Architectural and Engineering Term Services

The Consultant shall provide professional architectural and engineering term services for a variety of Albany County projects on an as needed basis. The projects may be small or large in scale, require varying levels of involvement by the Consultant, and often require a prompt turn-around of services.

Project assignments under this Agreement will vary, and may include planning, design and/or construction phase services at Albany County facilities related to the following:

- space utilization studies which include programming and master planning;
- general architectural upgrades;
- design of improvements needed to meet NYS Building Code and Americans with Disabilities Act (ADA) requirements;
- civil/site investigation and design of improvements, including utilities, fencing, grading, and drainage;
- mechanical, electrical and plumbing system investigation and design of improvements;
- structural investigation and design of improvements;
- design and preparation of specifications; and
- Cost estimating of both new construction and/or renovation projects.

Note: the above description of services are intended to convey the variety of assignments that have previously been performed, and are not necessarily an indication of future assignments that will be made under this Agreement.

2.1.2 Consultant Services

The Consultant will be required to perform services during the planning, design and construction phases which may include, but will not be limited to, the following:

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) as full compensation for services rendered under this Agreement, billed in accordance with project proposals approved by the County.

3.2 The rates and prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the requesting Albany County Department, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on May 1, 2018 and shall continue in effect through April 30, 2020. At the end of this initial period, the parties may, by mutual agreement, renew the Agreement for one (1) one-year periods, with the same rates and prices described in the Proposal.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior

Services during the planning phase:

- review existing background and record information, including plans and reports, historical data, and related information;
- perform physical need, compliance, and process audits and evaluations of facilities;
- identify regulatory requirements, prepare implementation strategies, identify funding and financing options, and develop schedules for plan recommendations;
- perform visualization, space/master planning and programming; and .
- provide deliverables, which may include, but not be limited to, evaluations, reports, schedules, cost estimates, and recommendations.

Services during the design phase:

- architectural and landscape architecture investigation and design;
- civil/site, mechanical, electrical, plumbing, structural and special systems (fire alarm, security, and telephone/data) investigation and design;
- evaluate and recommend equipment, construction methods and materials;
- develop and/or revise specifications and details using word processing and Computer Aided Drafting (CAD) software compatible with current Albany County standards;
- provide facility, exhibit and system evaluations and analysis;
- provide feedback pertaining to any NYS Building Code issues;
- review and assist in developing, revising, editing, and/or distributing contract documents for improvements;
- provide bidding assistance including bid tabulations and recommendations, clarifications, and construction cost estimating for improvements;
- prepare request for proposal documents to solicit further consultant services on specific projects;
- provide deliverables which may include, but not be limited to, evaluations, reports, permits, schedules, drawings/details, specifications, contract documents, addenda, bid tabulations, cost estimates/worksheets, and recommendations.

2.2 Prior to providing any services on a County project, a written proposal for a not to exceed cost for each project shall be prepared by the Consultant and submitted to the County (hereinafter called the "project proposal"). The project proposal's not to exceed cost shall include all reimbursables. The Consultant shall not commence services until the County has provided written approval of the Consultant's project proposal.

2.3 The Consultant shall not perform any services beyond that set forth or described in a project proposal (hereinafter called "additional work") unless it has obtained prior written approval from the County.

written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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 Consultant agrees that neither it nor any of its County-approved 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 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. 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 under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

15.2 The Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant 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 of Schedule (A) of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, 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 Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. 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 20. 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, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant 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 Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 25. IRANIAN ENERGY SECTOR DIVESTMENT

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

- a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- b) Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 26. STORMWATER MANAGEMENT PROGRAM

26.1 The Consultant 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. Proposer 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. The Consultant agrees to comply with the terms and conditions of the SPDEC 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. The Consultant 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 Proposer's own liability.

26.2. The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to providing any services and/or commencing any work.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County 30 days written notice in advance of such event.

27.2 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

27.3 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.

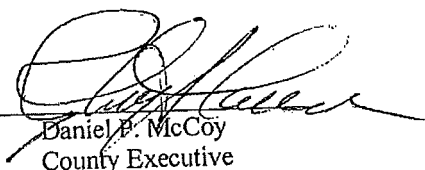
27.4 The County shall bear no responsibility other than that set forth in this Agreement.

27.5 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: 5/29/18

BY: 

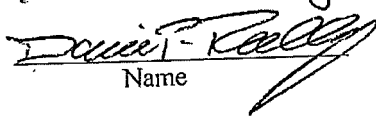
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

C.T. MALE ASSOCIATES
ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE
ARCHITECTURE & GEOLOGY, D.P.C..

DATED: 5/11/18

BY: 

Name

chief operating officer
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 29 day of May, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. 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.

Michael A. Lalli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2019

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

On the 11th day of May, 2018, before me, the undersigned, personally appeared Daniel P. Rerilly, 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.

Alice M. Benamati
Notary Public

ALICE M. BENAMATI
Notary Public, State of New York
No. 01BE6204059
Qualified in Albany County
Commission Expires April 13, 2021

**SCHEDULE A
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 of comprehensive all-risk insurance including coverage for demolition of structures 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

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$4,000,000.

RESOLUTION NO. 135

AMENDING RESOLUTION NO. 487 FOR 2020 REGARDING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR VARIOUS ALBANY COUNTY PROJECTS

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, By Resolution No. 143 for 2018, this Honorable Body authorized a two-year agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects in an amount not to exceed \$300,000 for a term commencing May 1, 2018 and ending April 30, 2020, with a one-year option to renew, and

WHEREAS, By Resolution No. 487 for 2020, this Honorable Body authorized an agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects, at no additional cost to the County, for a term commencing May 1, 2020 and ending April 30, 2021, and

WHEREAS, The Commissioner of the Department of General Services has requested authorization to amend the aforementioned agreement with C.T. Male Associates regarding professional architectural and engineering services for various Albany County projects to indicate an ending date of September 1, 2022 rather than April 30, 2021, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 487 for 2020 an agreement with C.T. Male Associates, Latham, NY 12110, regarding professional architectural and engineering services for various Albany County projects, at no additional cost to the County, is hereby amended to indicate an ending date of September 1, 2022 rather than April 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 5, 2021

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization for an amendment to Resolution No. 233 of 2019, adopted June 10, 2019 with architecture+ for Design and Construction Administration Services related to lockers, dressing rooms and hallway upgrades at the Albany Times Union Center.

This amendment is needed to address costs to review the new Building Code of New York State that changed in May 2020 and to update bid phase and contract documents, as it relates to this project. The additional costs for these changes is \$16,500 bringing the total agreement costs to \$120,719.

All of the original terms and provisions remain the same.

The additional cost of these services will be covered under bond number HKUY.

If you should have any questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-2422, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Contract Amendment with Architecture+ for TU Locker Room Project

Date: 4/5/2021
Submitted By: David M. Latina
Department: General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

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):

Architecture plus, 297 River Street, Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$120,719.00

Scope of Services: Review the new Building Code of New York State that changed in May 2020. Update bid phase and contract documents, as it relates to this project.

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: Bond HKUY

Appropriation Amount: \$120,719.00

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) 8/5/2019 - 8/4/2023

Length of Contract: 48 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: RES. NO. 233 of 2019

Date of Adoption: June 10, 2019

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization for an amendment to Resolution No. 233 of 2019, adopted June 10, 2019 with architecture+ for Design and Construction Administration Services related to lockers, dressing rooms and hallway upgrades at the Albany Times Union Center. This amendment is needed to address costs to review the new Building Code of New York State that changed in May 2020 and to update bid phase and contract documents, as it relates to this project. The additional costs for these changes is \$16,500 bringing the total agreement costs to \$120,719. All of the original terms and provisions remain the same.



April 1, 2021

Mr. Michael Martin
Director Albany County Facility Engineering
112 State Street, Room 600
Albany, New York 12207

Project: Lockers, Dressing Rooms and Hallway Upgrades
at the Albany County Times Union Center
Subject: Design Proposal – Code Review and Re-Bid (TUL^A1C)

Dear Mike,

Thank you for requesting a proposal for professional services associated with the Lockers, Dressing Rooms and Hallway Upgrades at the Albany County Times Union Center. We understand that it is the intent of Albany County to re-bid the project in the coming months and that the scope of work remains the same as the construction documents prepared in 2020. As per our recent communications, the Building Code of New York State changed in May 2020 after the project was deferred last year due to the pandemic. We have prepared a proposal to review the relevant building codes and update the construction documents with any changes to comply with those code changes.

ARCHITECT'S FEE

Compensation for the proposed Design Services shall be a lump sum of **\$16,500** exclusive of reimbursable expenses allocated as follows:

Building Code Review	\$5,000
Update Contract Documents	\$6,500
Bid Phase	\$5,000

The cost of travel to the project site, postage, and one copy of all materials prepared by architecture+ are included in the fee charged. The cost of reproduction of additional copies of materials, express mail and other services requested by the Owner will be billed as reimbursable expenses at the rate of 1.10 times actual cost.

Please do not hesitate to call if you have any questions about this proposal.
Thank you for your consideration.

Very truly yours,

Mary Kate Young AIA
Principal

Cc: Nathan Sims

architecture+

Lomonaco & Pitts, Architects P.C.
297 River Street
Troy, New York 12180
518.272.4481 • Fax 518.272.1605
www.aplususa.com

Principals

Francis Murdock Pitts FAIA FACHA OAA
Joseph J. Lomonaco AIA PE LEED AP
J. Michael Bergen AIA OAA
Brian L. Barker AIA LEED AP BD+C
Sara K. Wengert AIA ASID
Mary Kate Young AIA
Valerie J. Bok AIA LEED AP BD+C
Arien S. Cartrette AIA
Vincent J. Lepera AIA Member Emeritus

Associates

Anthony H. Garner AIA
Emily B. Kohout AIA LEED AP
Felix Lomonaco AIA
Jennifer M. Snyder
Casey J. Crossley AIA LEED AP
Stephen P. Kervin AIA

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND LOMONACO & PITTS, ARCHITECTS P.C. D/B/A ARCHITECTURE+
FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
RELATED TO LOCKERS, DRESSING ROOMS AND HALLWAY UPGRADES
AT THE ALBANY COUNTY TIMES UNION CENTER

PURSUANT TO RES. NO. 233 FOR 2019, ADOPTED JUNE 10, 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Lomonaco & Pitts, P.C., a New York professional corporation, doing business as Architecture+, with its principal place of business located at 297 River Street, Troy, New York 12180 (hereinafter called the "Consultant," and, together with the County, may be referred to herein as the "parties").

WITNESSETH:

WHEREAS, the County has a need for design and construction services related to the renovation of the lockers, dressing rooms and hallways at the Albany County Times Union Center; and

WHEREAS, the County has issued a request for proposals for the aforesaid design and construction services, said request having been denominated RFP #2019-045 (hereinafter called the "RFP"), and the RFP having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 21, 2019 and published on March 21, 2019; and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on March 28, 2019 (hereinafter called the "Addendum #1") and the second on April 2, 2019 (hereinafter called the "Addendum #2," and, together with Addendum #1, may be referred to herein as the "Addenda"); and

WHEREAS, the Consultant has submitted a proposal on April 4, 2019 to provide the aforesaid design and construction services (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid design and construction services; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Consultant regarding the aforesaid design and construction services by Resolution No.233 for 2019, adopted June 10, 2019; and

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

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 RFP, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively referred to as "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 Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

The Consultant shall provide all of the following services while coordinating all of its activities with the Albany County Facilities Engineering Division (hereinafter called "ACFE" or "Albany County") and Civic Center SMG Management Staff (hereinafter called "SMG"):

2.1 Project Design Goals/Objectives/Parameters:

2.1.1 The Design Work shall include all required architectural and engineering elements, including but not limited to: replacement of walls, floors, ceilings, cabinetry, millwork, doors/frames and door hardware (mechanical and electronic), insulation, fireproofing, bathroom fixtures/vanities, toilet partitions/accessories, plumbing, HVAC, lighting, fire sprinkler, electrical, voice/data, entertainment systems, furniture and fixed equipment, signage, and any additional items requested by SMG and/or ACFE. **See attached Dressing & Locker Room Plan SK-1**

2.1.2 Renovations will vary by room, and the Consultant shall work closely with SMG and ACFE to select unique, durable, and appropriate equipment and finishes in each area.

2.1.3 Facility operations and activities shall be maintained without disruption during construction, and the Consultant shall be required to incorporate phasing documents and temporary facilities (access, electrical, plumbing, etc.) in the Design Work to ensure same.

2.1.4 The Consultant shall perform multiple site walk-throughs with SMG and ACFE to review existing facility conditions and collect pertinent information necessary to perform the Design Work.

2.1.5 The Consultant shall be required to coordinate the Design Work with other construction projects in planning and/or underway at the Facility.

2.1.6 The Design Work shall incorporate finishes, fixtures, and equipment that are readily available through the existing network of commercial vendors to SMG and/or ACFE, and the Consultant shall coordinate material selections accordingly.

2.1.7 The Consultant shall be required to ensure integration with existing Facility systems, including but not limited to: lighting controls, HVAC controls, security systems, and voice/data systems.

2.1.8 The Consultant shall ensure that service contracts, extended warranties, attic stock, and close-out documentation in the Design Work meet the requirements of SMG and ACFE.

2.2 Design Development Phase: Upon receipt of approval to proceed with the Design Work, the Consultant shall:

2.2.1 Meet with SMG and ACFE to develop a project schedule, review existing conditions, and establish specific design criteria. Bi-weekly meetings shall be required for the duration of the project at a day/time set by SMG and ACFE.

2.2.2 Prepare all design drawings in AutoCAD 2016 format or newer version. Prepare specifications in MS Word. Provide all documents to SMG and ACFE in unprotected format.

2.2.3 Prepare 60% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

2.2.4 Prepare 90% design submittal and probable cost estimate for review and comment by SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. Incorporate all SMG and ACFE comments in subsequent Design Work.

2.2.5 Prepare 100% design submittal incorporating all prior comments from SMG and ACFE. Provide five (5) paper copies and one (1) USB drive in the timeframe required by the project schedule. SMG and ACFE shall provide written acceptance of 100% design submittal prior to preparation of construction documents.

2.3 Construction Document Phase: Upon approval of the 100% design submittal by SMG and ACFE, the Consultant shall"

2.3.1 Prepare competitive bid contract documents for general construction in accordance with prevailing competitive bidding requirements ("Wicks Law", NYS Finance Law Section 135); and in compliance with the County's

Affirmative Action Plan as approved by Resolution No. 26, adopted June 10, 1996.

2.3.2 Prepare a Project Manual which includes all County bid forms as provided by Albany County Purchasing Division, Instructions to Bidders and Conditions of the Contract. Forms shall include, but not limited to, the following:

- a. Invitation to Bid,
- b. Instruction to Bidders
- c. Bid Forms
- d. Division 1 - General Requirements
- e. Technical Specifications, including performance criteria for all construction materials required on the project, warranties, attic stock, close-out documentation, and service contracts.

2.3.3 Prepare Project Drawings with architect/engineer's certifications and stamps.

2.3.4 Prepare a final cost estimate and construction schedule

2.3.5 Specify testing and inspection requirements of completed work.

2.3.6 Submit the project documents and final cost estimate to SMG, ACFE, and Albany County Purchasing Division, allowing two (2) weeks for review and comment. Incorporate all requested modifications in the final documents.

2.4 Bidding and Contract Negotiation Phase: The Consultant shall assist SMG and ACFE in all aspects of the bidding phase, including, but not limited to:

2.4.1 Solicit bidders and provide electronic (PDF) versions of plans and specifications to be used for bidding and preparation of contracts.

2.4.2 Conduct pre-bid meeting(s) and walk through(s) to present project scope and field contractor questions.

2.4.3 After consultation with SMG and ACFE, respond to contractor questions and prepare any necessary written replies and/or addendums for distribution by the County.

2.4.4 Assist with contractor interviews and selection of lowest responsible bidders. Ensure that contractors have a clear understanding of the project scope.

2.4.5 Provide written contractor bid recommendations as requested by SMG or ACFE.

2.4.6 Prepare a formal presentation for the County if requested by ACFE.

2.5 Contract Administration Phase: The Consultant shall provide all required contract administration services throughout completion of the project, including, but not limited to:

2.5.1 Provide completed Architect/Engineer's Letter as required by ACCE in conjunction with contractors' building permits.

2.5.2 Participate in no less than three (3) pre-construction meetings with contractors, and prepare meeting minutes for distribution to all participants.

2.5.3 Participate in bi-weekly contractor meetings during project implementation and prepare meeting minutes for distribution to all participants.

2.5.4 Conduct weekly site inspections during construction to ensure proper quality control, and provide written report of findings to SMG and ACFE.

2.5.5 Maintain and update project schedule throughout duration of contractor activity.

2.5.6 Review contractors' submittals and shop drawings for conformance to both the letter and intent of the bid documents, and provide written acceptance or rejection of same. Provide electronic copies of all approved documents to SMG and ACFE.

2.5.7 Review and respond to contractor requests for information in consultation with SMG and ACFE. Distribute written response to all contractors.

2.5.8 Prepare and distribute bulletins to contractors as required, or as requested by SMG and ACFE.

2.5.9 Review contractors' change order proposals and provide written recommendations to SMG and ACFE.

2.5.10 Maintain all project records for turn over to SMG and ACFE at project completion.

2.5.11 Conduct a detailed post-construction site inspection and prepare contractor punch lists with sufficient detail to ensure contractor remediation.

2.5.12 Conduct a final inspection and provide written certification of project completion to SMG, ACFE, and ACCE.

2.5.13 Review all close-out documentation for conformance with bid documents.

2.5.14 Review Contractors' as-built drawings and provide written comments/recommendations to SMG and ACFE.

2.6 While providing services to the County, the Consultant shall follow all applicable laws, codes, standards, rules and regulations while providing the services, including, but not limited to, the Building Code of New York State, the Energy Code of New York State, ICC/ANSI A117.1-1998 and all referenced ADA standards. The Consultant shall certify same.

ARTICLE 3. COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed ONE HUNDRED

FOUR THOUSAND TWO HUNDRED NINETEEN AND 00/100 DOLLARS (\$104,219.00), as full compensation for the services it provides.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County upon the Consultant's submission of a properly executed claim form, plus all supporting documentation, including, but not limited to, an invoice showing billable hours, to the Department of General Services. Upon acceptance of the claim by the Department of General Services, payment shall be issued promptly to the Consultant.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on the date the County issues a notice to proceed and will continue in effect until the Consultant renders all the services provided for under this Agreement, as determined by Albany County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute consultant.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

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 Consultant agrees that neither it nor any of its County-approved 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 11. RELATIONSHIP

The Consultant is, and shall 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 agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its employees and its agents from and against all claims, costs, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent act or intentional act or omission of the Consultant, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13. 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 under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County and SMG as additional insureds. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant 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 of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, 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 Consultant.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. 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 20. 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, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its

compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant 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 Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK

If the County requests services that the Consultant believes to be outside the Scope of Services described in Article 2 (hereinafter called "extra work"), the Consultant shall, before performing those services, inform the County in writing of the Consultant's belief that the services requested are additional services constituting extra work, and may provide an estimate in writing to the County of the probable total of the additional service fees to be incurred in performing the services requested.

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

The Consultant 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. The Consultant 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. The Consultant 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. The Consultant 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 the Consultant's own liability. The Consultant shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work.

ARTICLE 26. MISCELLANEOUS PROVISIONS

26.1 In addition to the policies and procedures described above, the Consultant 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 contained in the RFP.

26.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.

26.3 The Consultant 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.

26.4 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.

26.5 The County shall bear no responsibility other than that set forth in this Agreement.

26.6 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.

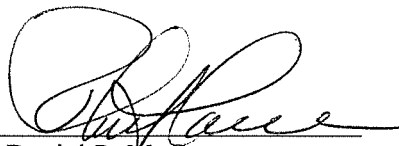
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: _____

8/5/11

BY: _____



Daniel P. McCoy
County Executive

or

Philip F. Calderone
Deputy County Executive

ARCHITECTURE+

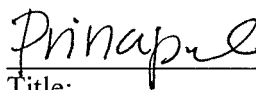
DATED: _____

July 30, 2019

BY: _____



Name:



Title:

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

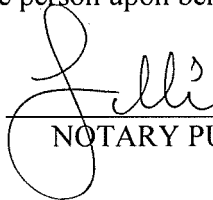
On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, 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 5 day of August, 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.

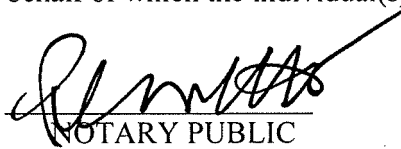
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023



NOTARY PUBLIC

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

On the 31st day of July, 2019, before me, the undersigned, personally appeared MARY KATE YOUNG 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.



NOTARY PUBLIC

PIERRETTE VIRKLER
Notary Public, State Of New York
No. 01VIS000089
Qualified In Albany County
Commission Expires 05/27/20 23

SCHEDULE A INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, 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.

4. Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than ~~\$5,000,000~~

\$2,000,000 per claim / \$4,000,000 aggregate

RESOLUTION NO. 233**AUTHORIZING AN AGREEMENT WITH ARCHITECTURE+ REGARDING
ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR
RENOVATIONS AT THE TIMES UNION CENTER**

Introduced: 6/10/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with Architecture+ regarding engineering and construction consulting services for renovations at the Times Union Center in the amount of \$104,219 for the term commencing June 10, 2019 and ending December 10, 2020, and

WHEREAS, The Department of General Services, through the County Purchasing Agent, issued a request for bids and, on April 17, 2019, six bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent reviewed said bids and recommended awarding the contract to Architecture+ as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Architecture+, Troy, NY 12180 regarding engineering and construction consulting services for renovations at the Times Union Center in an amount not to exceed \$104,219 for the term commencing June 10, 2019 and ending December 10, 2020, 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.

RESOLUTION NO. 136

AMENDING RESOLUTION NO. 233 FOR 2019 REGARDING ENGINEERING AND CONSTRUCTION CONSULTING SERVICES FOR RENOVATIONS AT THE TIMES UNION CENTER

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, By Resolution No. 233 for 2019, this Honorable Body authorized an agreement with Architecture+ regarding engineering and construction consulting services for renovations at the Times Union Center in an amount not to exceed \$104,219 for a term commencing June 10, 2019 and ending December 10, 2020, and

WHEREAS, The Commissioner of the Department of General Services, due to costs associated with the review of changes made to the Building Code of New York State, has requested an amendment to the aforementioned agreement in the amount of \$16,500 for a total amount of \$120,719 rather than \$104,219, and

WHEREAS, The Commissioner has also requested an amendment to the term of the agreement to indicate an ending date of August 4, 2023 rather than December 10, 2020, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 233 for 2019, an agreement with Architecture+, Troy, NY 12180 regarding engineering and construction consulting services for renovations at the Times Union Center, is hereby amended to indicate a total amount of \$120,719 rather than \$104,219, and an ending date of August 4, 2023 rather than December 10, 2020, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

April 6, 2021

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services respectfully requests the approval of a contract with Patterson-Stevens, Inc. in the amount not to exceed \$1,478,675.00. This contract is for General Construction services outlined in RFB #2021-010 regarding the Phase II Remediation and Repairs of the Times Union Garage.

The Scope of Work consists of the structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

All cost of these services will be covered under bond number HKUY.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

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



County of Albany

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

Legislation Text

File #: TMP-2423, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Patterson-Stevens, Inc.

Date: April 6, 2021
Submitted By: David M Latina
Department: General Services
Title: Commissioner
Phone: 518-447-7210
Department Rep.
Attending Meeting: Commissioner Latina

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):

Patterson-Stevens, Inc., 400 Sawyer Avenue, Tonawanda, NY 14150

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,478,675.00

Scope of Services: Pursuant to RFB 2021-010 the Scope of Work consists of the structural rehabilitation of the Times Union Center Parking Garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage will remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

Bond Res. No.: 148 for 2019

Date of Adoption: 4/8/2019

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: Bond HKUY

Appropriation Amount: \$1,478,675.00

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) 5/15/2021 - 11/14/2022

Length of Contract: 18 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: 148 for 2019

Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

The Department of General Services respectfully requests the approval of a contract with Patterson-Stevens, Inc. in the amount not to exceed \$1,478,675.00. This contract is for General Construction services outlined in RFB #2021-010 regarding the Phase II Remediation and Repairs of the Times Union Garage.

The Scope of Work consists of the structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints & sealants and the subsequent application of a traffic bearing waterproofing membrane of the upper levels. The garage shall remain open during the duration of the project with partial closures of work areas to be conducted in phased sequences to minimize disruptions to garage users. Please note the total amount requested includes the cost of all three alternate bids and contingencies.

All cost of these services will be covered under bond number HKUY.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



April 6, 2021

Michael L. Martin, PE
Director of Facilities Engineering Division
Albany County Department of General Services
112 State Street - Suite 1310
Albany, NY 12207

RE: Recommendation for Award

RFB #2021-010 Times Union Ctr Garage Remediation and Repairs Project – Phase 2

Director Martin;

In reference to the project mentioned above, please be advised that based upon our review of the three low bids received, and subsequent qualification of the apparent low bidder's qualifications, it is our joint recommendation that the County award the Contract as follows:

Patterson-Stevens, Inc.

\$ 1,196,675.00

This amount includes the total lump sum base bid, plus the 10% project contingency and field engineering and construction administration allowance included in the Bid Documents. Subject to selection of the Alternates, which were included in the Bid, the total Contract Amount may be increased as follows:

Alternate No. 1: Level 5 Waterproofing: **\$ 192,000.00**

Alternate No. 2: New Knee Walls &
Storefronts at Roof Stair Vestibules: **\$ 65,000.00**

Alternate No. 3: New CMU Walls at
Connecting Corridor – Roof Level: **\$ 25,000.00**

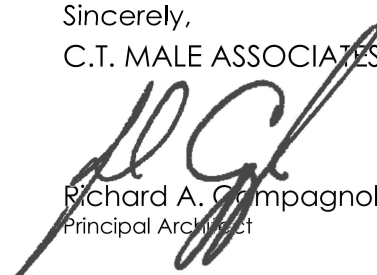
TOTAL CONTRACT AMOUNT TO BE AWARDED: \$ 1,478,675.00

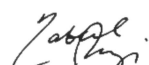
The successful bidder, whose bid has been determined to be substantially responsive, and to be the lowest evaluated bidder, has also been determined to be qualified to perform the contract satisfactorily, all of which has been taken into consideration in our recommendation.

If you have any further questions regarding this matter, or need any additional information, please feel free to contact us.

Sincerely,

C.T. MALE ASSOCIATES


Richard A. Compagnola, R.A.
Principal Architect


Nabeel Raazi
Senior Associate
O&S Associates, Consulting Engineers

Memo

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Karen Storm, Purchasing Agent
Date: April 5, 2021
Re: **RFB #2021-010 – GC – Times Union Center Garage Remediation and Repairs Project – Phase II**

Recommendation for Award to Patterson-Stevens, Inc.

Commissioner Latina,

As you are aware, C.T. Male Associates and the Facilities Engineering Division, have developed construction documents, a Request for Bid (RFB) and along with the Purchasing Division solicited bid prices for **Phase II Remediation and Repairs of the Times Union Center Parking Garage**. Bids for the General Construction prime contract (GC) have been received and reviewed for conformance with the bid documents.

A complete tabulation of the **General Construction** Bids are attached for your use. After review of the quotes that were submitted, the Facilities Engineering Division recommends you proceed with a request for contract approval of the lowest responsive bidder, **Patterson-Stevens, Inc.** at a cost of **\$1,478,675.00** which includes all Contingency Allowances and also all three Alternate Bid items listed on the Bid tabulation.

If you have any questions regarding this project, I can be reached at 447-7032.

Thank you



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Karen Storm, Purchasing Agent

From: David M. Latina, Commissioner

Date: April 5, 2021

Re: Request for Bids #2021-010
TUC Garage – GC Services - Phase II Remediation and Repairs

I have reviewed the bids for the General Construction Services for the Phase II Remediation and Repairs for the Times Union Center Garage Project and recommend awarding the contract to Patterson Stevens as the low bidder for the amount not to exceed \$1,478,675.00.

If you need any further information or have any questions, please feel free to contact me.

DML:tas

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage – Phase 2
 Bid Number: 2021-010

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
March 18, 2021	Addendum #1
March 29, 2021	Addendum #2
March 30, 2021	Addendum #3

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

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
 - (h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)
7. Communication concerning this Bid shall be addressed to:
- Randy H. Dowling, President
- Patterson-Stevens, Inc., 400 Sawyer Avenue, Tonawanda, NY 14150
- Email: rhdowling@pattersonstevens.com
- Phone: (716) 873-5300
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Remediation and Repairs to the Times Union Center Garage – Phase 2

Bid Number: 2021-010

Bid Item #1	Total \$ <u>15,000.00</u>
Bid Item #2	Total \$ <u>47,500.00</u>
Bid Item #3	Total \$ <u>6,250.00</u>
Bid Item #4A	Total \$ <u>25,000.00</u>
Bid Item #4B	Total \$ <u>6,250.00</u>
Bid Item #4C	Total \$ <u>6,250.00</u>
Bid Item #4D	Total \$ <u>2,500.00</u>
Bid Item #5	Total \$ <u>125,000.00</u>
Bid Item #6A	Total \$ <u>13,000.00</u>
Bid Item #6B	Total \$ <u>35,000.00</u>
Bid Item #6C	Total \$ <u>15,000.00</u>
Bid Item #7A	Total \$ <u>55,000.00</u>
Bid Item #7B	Total \$ <u>24,000.00</u>
Bid Item #8	Total \$ <u>147,000.00</u>
Bid Item #9	Total \$ <u>38,000.00</u>
Bid Item #10	Total \$ <u>33,000.00</u>
Bid Item #11	Total \$ <u>35,000.00</u>
Bid Item #12	Total \$ <u>80,000.00</u>
Bid Item #13	Total \$ <u>20,000.00</u>
Bid Item #14	Total \$ <u>40,000.00</u>
Bid Item #15	Total \$ <u>10,000.00</u>
Bid Item #16	Total \$ <u>15,000.00</u>

MARCH 2021

BID FORMS **BF3**

RFB #2021-010

Bid Item #17 Total \$ 113,000.00

Bid Item #18 Total \$ 17,500.00

A. TOTAL LUMP SUM BASE BID (Bid Items #1- #18)

\$ 924,250.00

Project Contingency Allowance. Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.

B. 10% PROJECT CONTINGENCY ALLOWANCE

\$ 92,425.00

Field Engineering & Construction Administration Allowance. Contractor shall carry a Testing and Inspection Allowance to authorize design Engineer of Record to visit the site to assist the Construction Manager with evaluations of the quantity, limits and depth of deterioration and unforeseen conditions discovered by the Contractor during construction beyond the limits of the Work indicated in the Contract Documents. Upon recognizing the need to provide Field Engineering and Construction Administration Services, the Contractor shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. There will be no retainage for this line item. The Contractor shall not obtain the services of the Engineer of Record and/or perform any additional work until the Contractor receives written authorization from the County Engineer.

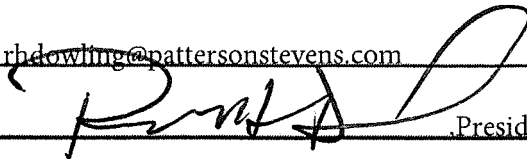
C. FIELD ENGINEERING & CONSTRUCTION ADMINISTRATION ALLOWANCE

\$ 180,000.00

A. Total Lump Sum Base Bid (Bid Items #1 - #18) (Price in Words): (Price in Numbers):	Nine Hundred Twenty-Four Thousand, Two Hundred Fifty Dollars and Zero Cents \$ <u>924,250.00</u>
B. 10% Project Contingency Allowance	\$ <u>92,425.00</u>

C. Field Engineering & Construction Administration Allowance	\$ <u>180,000.00</u>
D. TOTAL BID (A + B + C = D) (Price in Words): (Price in Numbers):	One Million, One Hundred Ninety-Six Thousand, <u>Six Hundred Seventy-Five Dollars and Zero Cents</u> \$ <u>1,196,675.00</u>

Alternate Item #1 (Level 5 Waterproofing)	Total \$ <u>192,000.00</u>
Alternate Item #2 (New Knee Walls & Storefronts at Roof Stair Vestibules)	Total \$ <u>65,000.00</u>
Alternate Item #3 (New CMU Wall at Connecting Corridor – Roof Level)	Total \$ <u>25,000.00</u>

COMPANY: Patterson-Stevens, Inc.
ADDRESS: 400 Sawyer Avenue
CITY, STATE, ZIP: Tonawanda, NY 14150
TEL. NO.: (716) 873-5300
FAX NO.: (716) 873-4094
FEDERAL TAX ID NO.: 16-0978209
REPRESENTATIVE: Randy H. Dowling
E-MAIL: rhadowling@pattersonstevens.com
SIGNATURE AND TITLE  President

DATE March 31, 2021

BID ITEM DESCRIPTIONS & WORKSHEET

ALBANY COUNTY TIMES UNION CENTER GARAGE REMEDICATION AND REPAIRS PROJECT – PHASE 2 (2021)

Albany Times Union Center
100 Beaver Street
Albany, NY 12207

PROPOSED PRICE

Summary Scope of Work: The scope of work for Phase 2 consists of selected structural repairs primarily at the façade of the parking garage, façade waterproofing, and lower level waterproofing (levels 1-5). In general, structural repair work within the garage was completed in Phase 1. Some work has been included in Phase 2 to address any residual repairs that remain. Assume structural repairs are isolated and piecemeal throughout the garage. Structural repair items include: Partial Depth repairs of pre-topped tees, Partial Depth/topping replacement at CIP pour strips, Overhead concrete patch repairs at beams & tee soffits, and Vertical concrete patch repairs at columns and walls (including the exterior façade). The main waterproofing work items include: new traffic bearing waterproofing membrane strips over pour strips, stairs and landings, new water repellant surface sealers over the lower level double tee floor slabs, new water repellant surface sealer over the entire concrete and CMU exterior façade, replacement of all façade sealants, and a new waterproofing coating over vertical concrete at the Roof level such as columns, parapet walls, column stubs etc. Other miscellaneous work is also included. Shotblast/powerwash cleaning (as applicable to location and substrate) will be required at all locations receiving new membranes, coatings and sealers. The scope of work is explained in more detail per each bid item as per following. In providing pricing for each bid item, the contractor shall consider the aggregate scope of work contained in the drawings, specifications and bid forms.

NOTES:

- CONTRACTOR TO PROVIDE WORK ACCESS THROUGHOUT THE PROJECT, INCLUDING ACCESS FOR THE ENGINEER FOR THE PURPOSES OF INSPECTING & MARKING REPAIRS. THIS INCLUDES ACCESS TO THE ENTIRE PARKING GARAGE FAÇADE.
- APPROPRIATE CONSTRUCTION BARRICADES, SAFE PEDESTRIAN ACCESS ROUTES TO THE EGRESS POINTS, STAIRS AND ELEVATORS, ETC. WILL BE PROVIDED BY THE CONTRACTOR TO ENSURE ISOLATION OF WORK AREAS FROM ACTIVE AREAS OF THE BUILDING; AND TO PROTECT BUILDING WORKERS/OCCUPANTS FROM FALLING DEBRIS. ALL REQUIRED EGRESS/INGRESS WILL BE MAINTAINED TO THE BUILDING AT ALL TIMES.
- CONTRACTOR SHALL PROVIDE PORTABLE SANITARY FACILITIES THROUGHOUT THE DURATION OF THE PROJECT.
- CONTRACTOR TO BE RESPONSIBLE FOR TEMPORARY REMOVAL OF ELECTRICAL AND SECURITY EQUIPMENT AS NEEDED TO PERFORM WORK.
- WATER AND POWER ARE AVAILABLE ON EACH FLOOR LEVEL OF THE PARKING GARAGE.
- CONTRACTOR STAGING AREA IS AVAILABLE 7/10/2021 IN THE GRASSY AREA & STRIPED PORTION OF ROADWAY ADJACENT TO THE SOUTH SIDE OF THE PARKING GARAGE, INCLUDING CONTRACTOR PARKING. PERMIT FEE REQUIRED, TO BE INCLUDED IN MISCELLANEOUS WORK. CONTRACTOR MAY NOT PARK IN THE PARKING GARAGE. A SMALL STAGING AREA IS AVAILABLE AT LEVEL 1 AND IS NOTED ON R-1 AND R-7.

- EVENT CALENDAR IS PROVIDED. CONTRACTOR MAY NOT PERFORM WORK ON EVENT DAYS.
- CONTRACTOR'S CREW TO ABIDE BY ALL COVID-19 PROTOCOL AS REQUIRED BY THE COUNTY, STATE AND OTHER GOVERNING JURISDICTIONS

Bid Item #1 – Mobilization & Demobilization:

For setting up all necessary protection and facilities required by State laws and City/County Ordinances, and the general mobilization and demobilization of equipment required for completion of the work as per Contract Documents and in accordance with material manufacturers recommendations or work ordered by the Owner's Representative. (Maximum Allowance for Mobilization and Demobilization is \$ 15,000).

LUMPSUM= \$ 15,000.00

CONCRETE REPAIRS

Bid Item #2 – Partial Depth Floor Slab Repairs:

This work consists of general partial depth patch repairs at cast-in-place pour strips, stair landings, pretopped tees, etc. at locations of concrete spalls, delaminations, debonded CIP topping, and other locations as determined by the owner's representative. Contractor shall assist Owner's Representative in marking repair areas, remove deteriorated and sound concrete minimum ¾" beyond corroded steel reinforcement or down to surface of structural slab at locations of CIP topping, existing reinforcement to remain and be cleaned to white metal, prewet concrete substrate and patch with a new repair concrete. Slope new concrete same as existing. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising or removal to precast members as normally expected in precast concrete garage repairs, and provide shoring as required. Contractor shall provide new rebar dowels, WWF reinforcement, and anchors as noted in repair details. Contractor shall provide new tooled and sealed joints around the perimeter of patch and along tee joints within perimeter of patch. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 2/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500 SF X \$ 95.00 /SF = \$ 47,500.00

Bid Item #3 – Partial Depth Double Tee Patch Repairs at Shear Connectors:

This work consists of partial depth concrete and tee flange connector repairs at pre-topped double tees, at corroded and spalled locations to be determined by the owner's representative. Contractor shall assist Owner's Representative with marking repair areas in the field, sawcut ½" around perimeter of repair, remove deteriorated and sound concrete exposing the shear connector or reinforcement. Contractor shall exercise care and repair expertise to limit damage or concrete cracking, bruising and excess removal to precast members as normally expected in precast concrete garage repairs. Carbon steel shear connectors to be cleaned to white metal, and painted with zinc rich rust inhibitive coating. Stainless steel connector plates will require stainless steel rods, welds, and accessories. Repair area shall be patched with repair concrete. Contractor shall provide new tooled and sealed joints around the perimeter of repairs, and new backer rod and sealant along the tee- tee joint. Assume each repair location approximately 2 SF or less. Once connector is exposed, it will be inspected and broken connectors. Broken connectors shall be brought to the attention of the owner's representative and new supplemental connectors will be scheduled by the representative and shall be reimbursed as per bid item 12, do not include costs

for supplemental connections in this bid item. Contractor shall provide all labor, materials, equipment, incidentals necessary to complete the work as shown on plans, as per detail 4/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

25 EA X \$ 250.00 /EA = \$ 6,250.00

Bid Item # 4 – Overhead Patch Repairs:

Work under this item includes overhead concrete patch repairs at deteriorated sections of the double tee flange soffits, structural girders, & tee stems at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per referenced details below, as per applicable sections of the specifications, and as directed by the Owner's Representative.

4A: AT TEE SOFFITS/DETAIL 5/R-20: 100 SF X \$ 250.00 /SF = \$ 25,000.00

4B AT TEE STEMS/DETAIL 6/R-20: 25 LF X \$ 250.00 /LF = \$ 6,250.00

4C AT GIRDERS/DETAIL 7/R-20: 25 SF X \$ 250.00 /SF = \$ 6,250.00

4D AT CORBELS/DETAIL 1/R-21: 10 SF X \$ 250.00 /SF = \$ 2,500.00

Bid Item #5 – Vertical Patch Repairs:

Work under this item includes vertical concrete patch repairs at deteriorated sections of the columns, walls, façade walls, etc. at locations to be marked in the field by the owner's representative. Contractor shall assist Owner's Representative in marking repairs in the field, provide access to work area, provide ½" sawcut around perimeter of repair area, remove deteriorated and sound concrete average 2" deep and minimum 1" behind reinforcement; clean exposed reinforcement to white metal; supplement reinforcement as needed; install new epoxy set pins anchors; prewet concrete substrate, and patch the area using approved repair mortar. The contractor shall provide all shoring as required. Provide fluted finish at façade panel repairs same as existing. The contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, as per design drawings and as per detail 9 and 10/R-20, as per applicable sections of the specifications, and as directed by the Owner's Representative.

500SF X \$ 250.00 /SF = \$ 125,000.00

WATERPROOFING

Bid Item #6 – Façade Sealant Work:

6A – New sealants at Open Façade Joints: This item includes providing new sealant in open façade panel joints throughout the garage. Locations typically include typical wall panel/spandrel

beam joints between each other and the adjacent columns. Contractor shall provide work access, clean surfaces to receive new sealant free of deleterious material/dust/dirt/debris/corrosion deposits/etc., install new backer rod, prime, and properly install and tool new multi-component polyurethane sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

1,300 LF X \$ 10.00 /LF = \$ 13,000.00

6B – Replacement of Existing Façade Joint Sealant: This work includes removal and replacement of existing facade joint sealants at locations determined by the Owner's Representative. Locations typically include façade panels at stair towers and around openings (windows/doors/louvers/etc.). Contractor shall provide access remove existing sealant and backer rod, clean surfaces to receive new sealant free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., provide new backer rod, prime, and apply approved sealant. Polyurethane sealants will be typical, and are located at precast panel joints and between precast panels and columns. Silicone sealants will be used to replace glazing sealant (glass to window frames) at stair towers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 6/R-23 or per manufacturer's instructions, and as directed by the Owner's Representative.

1,750 LF X \$ 20.00 /LF = \$ 35,000.00

6C – Wet Glaze all Window Frames: This work includes removal and replacement of existing window glazing seals with new structural silicone sealant. Contractor shall provide access, remove or cut back existing gaskets flush to mullions, clean surfaces free of deleterious material/existing sealant/dust/dirt/debris/corrosion deposits/etc., prime, and apply cove bead of new structural silicone sealant. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 4/R-24 or per manufacturer's instructions, and as directed by the Owner's Representative.

750 LF X \$ 20.00 /LF = \$ 15,000.00

Bid Item #7 – New Traffic Bearing Waterproofing Membrane:

This work includes providing a new polyurethane traffic bearing Waterproofing membrane at selected areas of the parking garage. Areas include over CIP girder pour strips in turning bays at lower level floor slabs, CIP pour strips along the perimeter of lower level floor slabs, and at all stairs and landings. Work consists of thoroughly shot blast or sandblast cleaning the surfaces to be waterproofed, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Contractor may use pedestrian grade application on stairs/landings and use traffic bearing system on slabs. Provide any sealants required for the purposes of installing membrane such as cove sealants around all stair treads & landings, etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

7A – TRAFFIC MEMBRANE AT SLABS: 10,000 SF X \$ 5.50 /SF = \$ 55,000.00

7B – PEDESTRIAN MEMBRANE AT STAIRS: 3,000 SF X \$ 8.00 /SF = \$ 24,000.00

Bid Item #8 – New Water Repellant Surface Sealer Over Lower Level (2-5) Floor Slabs:

This work includes applying a silane based water repellant surface sealer over the lower level supported floor slab (levels 2-5). Contractor shall shotblast clean the floor slabs and apply water repellant sealer in strict accordance with the manufacturer's instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per manufacturer's instructions, and as directed by the Owner's Representative.

210,000 SF X \$.70 /SF = \$ 147,000.00

Bid Item # 9 - Façade Surface Sealer:

This work includes power washing and sealing the entire precast/concrete and masonry block façade surfaces with a new water repellant surface sealer after all the repairs are complete. Remove all stains (rust, etc.) from surface prior to applying sealer. This work includes all necessary scaffolding/swingstage and sidewalk protection. Existing signage and appurtenances such as conduits, light fixtures etc. shall be protected and shall remain; contractor to work around them for installation of sealers. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, per manufacturer's instructions, and as directed by the Owner's Representative.

38,000 SF X \$1.00 /SF = \$ 38,000.00

Bid Item # 10 – New Waterproofing Coating at Roof Level Concrete:

This work includes applying an elastomeric façade waterproofing coating over the roof level vertical concrete including columns, top and interior faces of parapet walls, shear walls, etc. Contractor shall powerwash surfaces free of all deleterious materials and apply 2 coats of elastomeric façade waterproofing coating as per manufacturer's installation instructions. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specifications, as per detail 3/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

11,000 SF X \$3.00 /SF = \$ 33,000.00

Bid Item #11 – Rout & Seal Selected Floor Slab Cracks:

This work consists of routing and sealing floor slab cracks at the Roof Level. Contractor shall rout ½" by ½" v-notch groove along crack, remove all dust, debris, and all other deleterious materials, and prime and seal using a two-component polyurethane sealant. Bid item includes all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, as per detail 5B/R-23 and as directed by the Owner's Representative and in accordance with manufacturer's installation instructions.

7000 LF X \$5.00 /LF = \$ 35,000.00

Bid Item #12 – Clean and Paint Metal Elements:

This work item consists of cleaning and repainting all metal elements in the garage including all stair railings (interior and exterior), bollards to remain, chains connected to the bollards (not scheduled for replacement), doors and frames, turnbuckles, etc. Contractor shall provide work access, clean steel free of existing corrosion deposits & deleterious material to SSPC-SP3 profile and paint the prepared sections with approved metal coating system compatible with new 2 coat epoxy polyurethane coating system. Topcoat color to match existing per each element (multiple top-coat colors will be needed). Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's

Representative and in accordance with manufacturer's installation instructions and as per applicable sections of the specifications.

Note: All steel elements such as railings, stringers, stair and landing pans, landing beams, etc. in stair towers "A" and "D" shall be cleaned and coated as per this work item, only railings in stair tower "C" shall be cleaned and coated (stringer coating already performed in previous phase), no metal coating work in stair tower "B" will be scheduled (coated in previous phase).

LUMPSUM= \$ 80,000.00

MISCELLANEOUS WORK

Bid Item #13 – Restripe Lower Supported Levels (2-5):

Contractor shall restripe the parking garage slabs at locations of shot blast cleaning & water repellent sealer/traffic bearing membrane application. New striping shall be same as existing except as noted in the drawings. Approximate existing striping plans shown on the drawings. Contractor to verify all conditions in the field and document existing striping to full extent needed to replicate existing striping plan.

LUMPSUM= \$ 20,000.00

Bid Item #14 – Trench Drain Replacement & Pavement Repairs at Level 1 Entrance:

This work item consists of removal and replacement of the existing trench drain, mill removal of existing asphalt pavement and overlay new asphalt top course at the Level 1 entrance area. Contractor shall mill remove 2" of existing asphalt pavement to extents shown on drawing, as per detail 1/R-7 and as directed by the Owner's Representative in the field, install new E-loop vehicle detectors (provided by Owner) and coordinate with e-loop /equipment vendor, prep surfaces to receive new asphalt, and provide new asphalt top course matching existing elevations and slopes to maintain drainage patterns. Contractor shall remove and replace the existing trench drain at the level 1 entrance as per detail 2/R-7. Trench drain replacement work shall be performed prior to asphalt millwork. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 40,000.00

Bid Item #15 – New Divider Fence at Level 1 Entrance:

This work item consists of demolition and disposal of existing drywall at the garage entrance on Level 1 and construction of a new barrier chain link fence at the same location. Contractor shall exercise care not to damage existing conduits and supports in that area. Conduits and supports shall remain in place as is. The new chain link fence shall be built around the existing conduits and shall be constructed to fill in the open space entirely as shown in the drawings. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and as per applicable sections of the specifications.

LUMPSUM= \$ 10,000.00

Bid Item #16 – Replace Selected Stair Tower Doors and Frames:

This work item consists of removal and replacement of selected doors at Stair Towers B, C, & D. Contractor shall remove and dispose of existing doors, frames, and hardware, prepare opening to receive new door including concrete patch repairs around the perimeter of the rough opening, install new aluminum frame and fiberglass reinforced polymer (FRP) door with new hardware, seal door frame with caulk sealant, provide threshold plates, etc. as needed. Contractor shall provide all labor, materials, equipment, and incidentals necessary to complete the work as shown on plans, and as directed by the Owner's Representative and in accordance with manufacturers installation instructions and as per applicable sections of the specifications.

3 EA X \$5,000.00 /EA = \$15,000.00

Bid Item #17 – Miscellaneous Work:

Work includes general items, conditions, daily cleanup, permits, and all incidentals necessary to perform contracted work above that is not specifically included elsewhere in the bid form. This work also includes removal and replacement of selected bollards within the parking garage (Locations shown on drawings, 2 bollards each at end of flat bays, levels 2 thru 5), removal of existing steel chain at Level 6 and replacement with new safety yellow PVC chain matching drape/length of existing including all connections and hardware. Also included in this work is provision of new corner closure piece at façade of Stairwell B as shown in drawing R-15.

LUMPSUM= \$113,000.00

Bid Item #18 – Bonds:

This work consists of furnishing a Payment and Performance Bond for 100% of the contract amount. Provide letter of intent from bonding company.

Provide Name of Bonding Company: Merchants Bonding Company (Mutual),

and Contact Person: Tim Toole,

and Tel# (716) 849-1523.

LUMPSUM= \$17,500.00

ALTERNATES:**Alternate Item #1 – New Traffic Bearing Membrane over Entire 5th Level:**

This item is for providing traffic bearing waterproofing membrane over the entire 5th floor slab in addition to the CIP pour strips included in base bid item #8. Include only ADDITIONAL costs to coat the sections of the floor not currently in the base bid work item. Work consists of thoroughly shot blast or sandblast cleaning the floor slabs and locations of vertical upturns, remove all dust/debris/deleterious materials, prime and apply approved polyurethane traffic bearing waterproofing membrane system in strict accordance with manufacturer's instructions. Provide any sealants required for the purposes of installing membrane such as cove sealants etc. not expressly included in other bid items. Contractor shall provide all work, labor, materials, equipment, and incidentals required to perform all work as described above, per the design drawings & specification, as per detail 1&2/R-23 per manufacturer's instructions, and as directed by the Owner's Representative.

LUMPSUM= \$ 192,000.00

Alternate #2 – Rebuild Knee Walls and Replace Storefronts at Roof Level Stair Vestibules:

Work item includes removal and replacement of the existing fluted CMU walls and storefronts at 2 roof stair, stair B&C, vestibules and constructing new CMU knee walls and installing new storefront window and door systems at each stair tower. Vestibules at Stair A & C were reconstructed in previous phases and are not in scope. B&C vestibules to be reconstructed to match existing, new Stair A & D vestibules. Contractor shall dowel new rebar into slab, construct new CMU knee wall, provide new façade coatings over new wall, install new storefront systems as shown in repair documents and as per manufacturer's instructions, provide all necessary flashings, minor patching of floor slabs at locations of existing wall removal as needed, touchup of waterproofing membranes at the floors slabs and new turnups onto the new CMU walls and under door thresholds. This work also includes providing a new closure strip flashing between window frame and wall opening at open gap in stair tower B, location to be identified by the owner's representative. Contractor to submit shop drawings for review and approval by the Owner's Representative. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets A-101 & A102, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 65,000.00

Alternate #3 – New CMU wall at Connecting Corridor – NE Corner Roof Level:

Work item includes removal of existing metal stud and construction of new CMU wall on the west side of the connecting corridor façade. Contractor to remove and dispose existing ~2.5' tall metal stud & metal panel wall and existing counter-flashings, provide new dowels into concrete slab, set new CMU block and grout cavities, provide new counterflashing and tuck under existing gravel stop taking care not to damage existing gravel stop, coat face of new CMU wall with waterproofing coatings, detail new traffic bearing membrane at base of wall including new turnups, coat surrounding concrete walls and columns as shown in the detail, and relocate existing chain link fence post as indicated. Contractor shall provide all labor, materials, equipment and incidentals necessary to complete the work as described, as per the plans, elevations and details on sheets SK-1, as per specifications, as directed by the Owner's Representative, and in strict accordance to the manufacturer's instructions.

LUMPSUM= \$ 25,000.00

Project Duration

CONSTRUCTION TIME

The undersigned agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all work within:

Proposed Start Date: MAY 30, 2021

Note: Paper work, submittals, shop drawings, etc. to be delivered prior to this date

Total Working Days: 150

GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Architect/Engineer and Owner's Representative, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Architect/Engineer and Owner's Representative not less than 7 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Architect/Engineer and Owner's Representative as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Architect/Engineer and Owner's Representative assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or that unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Architect/Engineer and Owner's Representative will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased. Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Architect/Engineer and Owner's Representative. Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Architect/Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

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

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

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

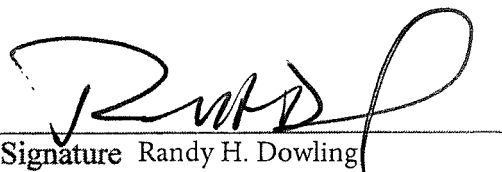
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

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

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

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


 Signature Randy H. Dowling

 President
 Title

 Patterson-Stevens, Inc.
 Company Name

 March 31, 2021
 Date

ATTACHMENT "B"

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 31st day of March, 2021, before me personally appeared Randy H. Dowling to me known, who, being by me sworn, did say that he resides at (give address) 6733 Gregory Lane, N. Tonawanda, NY 14120; that he is the (give title) President of the (name of corporation) Patterson-Stevens, Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Kathryn D. Bush

Notary Public, State of New York

Qualified in Erie County

Commission Expires November 4, 2021

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

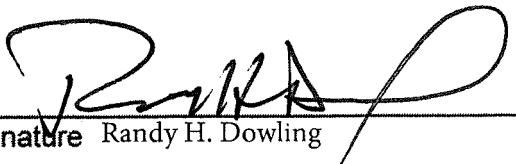
Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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


 Signature Randy H. Dowling

 President
 Title

March 31, 2021
 Date

Patterson-Stevens, Inc.
 Company Name

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

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

Name of Third Party Entity: Patterson-Stevens, Inc.

Address: 400 Sawyer Avenue
Tonawanda, NY 14150

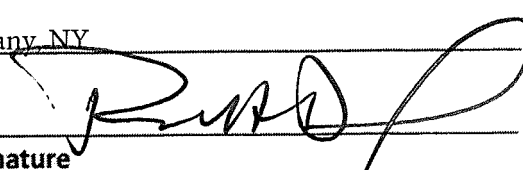
Phone Number(s): (716) 873-5300

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

Structural repairs and waterproofing of the lower level floor slabs and façade of the parking garage.

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

Times Union Center Parking Garage, 100 Beaver Street, Albany, NY


Signature

Randy H. Dowling
Printed Name

President
Title

March 31, 2021
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ 50 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. See "Completed Parking Garages" list attached. _____

2. _____

3. _____

BQ1

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

See "Projects Under Contract" list attached.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

BQ2

ATTACHMENT 'F'
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No

7. Do you plan to sublet any part of this work? If so, give details.

To Be Determined

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety: Tim Toole, Lawley Services, Inc., 361 Delaware Avenue, Buffalo, New York 14202, (716) 849-1523

Bank: William T. Witzleben, Manufacturers & Traders Trust Co., 12th Floor, One Fountain Plaza
Buffalo, New York 14203-1495, (716) 839-8742

BQ3

ATTACHMENT 'F'
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

See Financial Statement attached.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Patterson-Stevens, Inc.

Correct Name of Bidder

(a) The business is a: Corporation, organized & existing under the laws of New York State

(b) The address of principal place of business is: 400 Sawyer Avenue, Tonawanda, NY 14150

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Randy H. Dowling, President

Todd Dowling, Vice President

Kevin E. Burke, Secretary

BQ4

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.

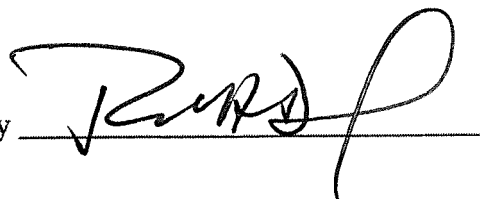
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Patterson-Stevens, Inc.

Firm

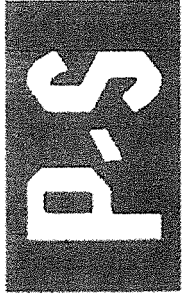
Dated: March 31, 2021

By



Randy H. Dowling, President

(Typed)



PATTERSON - STEVENS, INC.

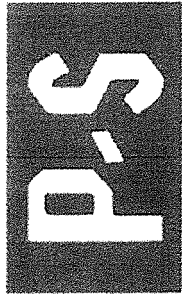
400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Syracuse MOB, LLC Central New York Medical Center Parking Garage Phase 2 Medical Center: 739 Irving Avenue Syracuse, NY 13210 Garage: 808 South Crouse Avenue Syracuse, NY 13210	Steel Repairs in Stairwells, Painting, Concrete Repairs, Joint Sealant, Concrete Sealer	Bryan Hanko Lillibridge Facilities Development, Inc. 2745 North Dallas Parkway, Suite 570 Plano, TX 75093 (972) 381-4359 bryan.hanko@lillibridge.com S.S.E. and Associates, P.C. 138 West Clinton St. Louis, MO 63122 314-965-2233 litttle@ssestructural.com	\$1,143,447.00	\$1,215,070.78	11/20	Prime
Hockey Western New York, LLC Key Bank Center Parking Ramp Rehabilitation 2020 One Seymour H. Knox III Plaza Buffalo, NY 14203	Barrier Cable, Traffic Membrane, Concrete Repairs	Stan Makowski, Jr. Hockey Western New York, LLC One Seymour H. Knox III Plaza Buffalo, NY 14203 (716) 855-4100 James Frick, P.E. DiDonato Associates 689 Main Street Buffalo, NY 14203 (716) 656-1900	\$20,455.00	\$22,244.81	09/20	Prime



PATTERSON - STEVENS, INC.

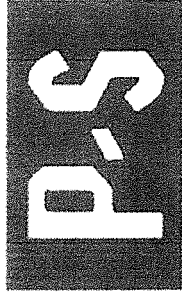
400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Capital District Transportation Authority RRS Parking Garage Top Deck Repairs 525 East Street Rensselaer, NY 12144	Miscellaneous Concrete Repairs, Waterproofing, Lighting & Expansion Joint	Edward Murphy Project Manager Capital District Transportation Authority 110 Watervliet Avenue Albany, NY 12206 (518) 437-8362 edm@cdtagov.onmicrosoft.com Rich LaRose CHA 3 Winners Circle Albany, NY 12205 (518) 453-8208 rlarose@chacompanies.com	\$2,543,625.00	\$2,767,874.44	12/19	Prime
Roswell Park Cancer Institute Parking Garage Column Repairs Elm & Carlton Streets Buffalo, NY 14226	Concrete Repairs & Traffic Membrane	James Suffoletto LiRo Engineers, Inc. 690 Delaware Avenue Buffalo, NY 14209 (716) 882-5476 suffolettoj@liro.com	\$352,045.00	\$928,411.16	11/19	Prime



CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

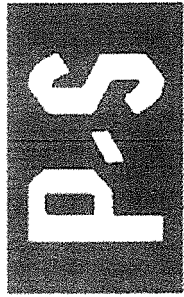
PATTERSON - STEVENS, INC.

400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
RP Oak Hill Building Company, Inc. MSBP 237, LLC 241 Main Street Parking Garage 241 Main Street Buffalo, NY 14203	Waterproofing, Caulking and Sealer, Foam Block	Mercedes Calway Project Manager RP Oak Hill Building Company, Inc. 3556 Lakeshore Road, Suite 620 Buffalo, NY 14219 (716) 822-4966 mcalway@rpoakhill.com Hamilton Houston Lownie Architects, LLC 172 Allen Street Buffalo, New York 14201 (716) 885-0743		\$126,242.00	12/18	Sub



PATTERSON - STEVENS, INC.

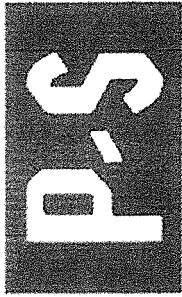
400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

COMPLETED PARKING GARAGES

Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
City of Rochester Rochester Water Bureau Garage Slab Repair - 2016 10 Felix Street Rochester, NY 14608	Concrete Repairs & Epoxy Coatings	City of Rochester City Hall Room 105A 30 Church Street Rochester, NY 14614 T.Y. Lin International 255 East Avenue Rochester, NY 14634 (585) 512-2000		\$112,308.00	12/16	Prime
Seneca Territory Gaming Corporation Seneca Allegeny Resort & Casino Parking Garage Seneca Allegeny Resort & Casino 777 Seneca Allegany Boulevard Salamanaca, NY 14779	Concrete Repairs & Waterproofing	John Czepinski Seneca Allegeny Resort & Casino 310 Fourth Street Niagara Falls, NY 14303 (716) 501-2162 jczepinski@senecacasinos.com Desman, Inc. dba Desman Associates 50 Public Square, Suite 626 Cleveland, OH 44113 (216) 736-7110		\$299,597.96	11/16	Prime
PR Exton Square Property, LP Repair & Preventative Maintenance of the Exton Square Mall Parking Garages Exton Square Mall 260 Exton Square Parkway Exton, PA 19341	Concrete Repairs & Waterproofing	Ed DeTullio, P.E. Desman Associates 50 Public Square Suite 626 Cleveland, OH 44113 (216) 736-7110		\$263,808.00	11/16	Prime



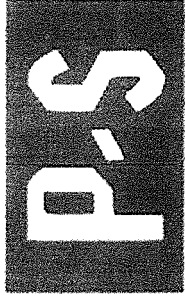
CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

PATTERSON - STEVENS, INC.

400 SAWYER AVENUE PO BOX 117 TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

COMPLETED PARKING GARAGES Partial List

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Original Contract Amount	Final Contract Amount (Including Tax)	Completion Date	Prime/Sub
Corning Intown District Management Association (CIDMA) dba Corning's Gaffer District Centerway Parking Facility 2 West Tioga Avenue Corning, NY 14830	Painting, Caulking, Expansion Joint Repair, Sealing Concrete & Striping	Sandie Wilson Director of Administration & Operations Corning's Gaffer District 114 Pine Street, Suite 202 Corning, NY 14830 (607) 937-6292 sandie@gafferdistrict.com Matthew Williamson Larson Design Group 1000 Commerce Park, Second Floor, Suite 201 Williamsport, PA 17701 (570) 651-1561 mwilliamson@larsondesigngroup.com		\$278,586.00	08/16	Prime
Town of Huntington Huntington Railroad Station South Parking Garage Waterproofing LIRR Huntington Station on Fairground Avenue Huntington Station, NY	Waterproofing	Dean Leonardi, P.E., Project Manager Town of Huntington 100 Main Street Huntington, NY 11743-6991 (631) 351-3202 dleonardi@huntingtonny.gov Town of Huntington Department of Engineering Services 100 Main Street Huntington, NY 11743-6991 (631) 351-3177		\$1,503,229.75	05/16	Prime



PATTERSON - STEVENS, INC.

400 SAWYER AVENUE

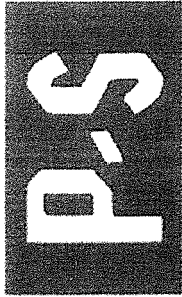
PO BOX 117

TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Depew Union Free School District Capital Outlay 2020/2021 Junior/Senior High School 5201 South Transit Road Depew, NY 14043	Starting Block, Pace Clock	Kailey McDermott Young + Wright Architectural 50 Elk Street, Suite 200 Buffalo, NY 14210 (716) 842-1800 kaileym@youngandwright.com	\$64,670.00	0.00%	Prime
Canalside Buffalo 44 Prime Street Buffalo, NY 14202	Expansion Joint Repairs	Lauren Ford Canalside Buffalo 44 Prime Street Buffalo, NY 14202 (716) 440-0120 lauren@canalsidebuffalo.com	\$19,058.44	0.00%	Prime
Keeler Construction Co., Inc. New York State Department of Transportation D264309 Route 237 Maintenance Paving Village of Holley, Orleans County, NY	Install Shotcrete	Jeff Ignaszak Keeler Construction Co., Inc. 13519 West Lee Road Albion, NY 14411 (585) 589-4481	\$22,572.00	0.00%	Sub
Town of Bethlehem Elm Avenue Park Dive Pool Construction 261 Elm Avenue Delmar, NY 12054	New Dive Pool Shell	Matt Cathone CHA III Winners Circle Albany, NY 12205 (518) 453-4500 Town of Bethlehem Town Hall 445 Delaware Avenue Delmar, NY 12054 (518) 439-4955	\$822,000.00	73.06%	Prime



CONCRETE SPECIALTIES & RESTORATION
AQUATIC FACILITIES
RAILROAD CONSTRUCTION

PATTERSON - STEVENS, INC.

400 SAWYER AVENUE

PO BOX 117

TONAWANDA, NY 14151-0117
(716) 873-5300
FAX (716) 873-4094

PROJECTS UNDER CONTRACT

General Contractor/Owner/Project	Work Description	Contact/Architect/Engineer	Final Contract Amount (Including Tax)	Percent Complete	Prime/Sub
Niagara Frontier Transportation Authority LRR - Fastener and Pad Replacement - Phase 10 University Station 3383 Main Street Buffalo, NY 14214	Remove & Replace Fastener & Pads	John Diebold, PE, SE, MASCE Niagara Frontier Transportation Authority 181 Ellicott Street Buffalo, NY 14203 (716) 855-7329 john_diebold@nfta.com Mott MacDonald 438 Main Street, Suite 300 Buffalo, NY 14202 (716) 854-1181	\$1,964,888.00	80.79%	Prime
NYS Office of General Services Rehabilitate Plaza Deck & East Park Area Project No. 45692-C Utica State Office Building 207 Genesee Street Utica, NY 13501	Concrete, Precast, Waterproofing, Insulation, Landscaping, Concrete Spalls, Joint Sealant, Decorative Steel Panels, Crack Injection	Brendan Ford NYS Office of General Services 35th Floor Corning Tower, Empire State Plaza Albany, NY 12242 (315) 736-5770 brendan.ford@ogs.ny.gov Bell & Spina, Architects-Planners, P.C. 215 Wyoming Street, # 201 Syracuse, NY 13204 (315) 488-0377	\$2,674,262.00	91.34%	Prime

PATTERSON - STEVENS, INC.

**Financial Statements as of
March 31, 2020 and 2019
Together with
Independent Accountant's Review Report**

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

July 28, 2020

To the Board of Directors of
 Patterson - Stevens, Inc.:

We have reviewed the accompanying financial statements of Patterson - Stevens, Inc., (a New York Corporation), which comprise the balance sheets as of March 31, 2020 and 2019, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 through 6 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our reviews of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and, do not express an opinion on such information.

Bonadio & Co., LLP

100 Corporate Parkway
 Suite 200
 Amherst, New York 14226
 p (716) 250-6600
 f (716) 250-6605

www.bonadio.com

PATTERSON - STEVENS, INC.**BALANCE SHEETS****MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
ASSETS		
CURRENT ASSETS:		
Cash	\$ 735,838	\$ 164,716
Contracts receivable, net	1,723,660	1,458,050
Retainage receivable	217,072	492,039
Inventory	166,735	169,368
Costs and estimated earnings in excess of billings on contracts in progress	292,169	622,287
Refundable income taxes	-	145,904
Prepaid expenses	33,161	7,500
Total current assets	3,168,635	3,059,864
PROPERTY, EQUIPMENT, AND VEHICLES, net	209,401	303,533
OPERATING LEASE RIGHT-OF-USE ASSETS, net	699,364	72,412
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	\$ 9,982	\$ 20,422
Current portion of finance lease obligations	45,083	54,536
Current portion of operating lease obligations	159,200	28,016
Accounts payable	568,108	468,625
Accrued expenses	82,131	35,342
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	267,237	377,958
Total current liabilities	1,155,577	984,899
DEFERRED INCOME TAXES	253,000	379,000
LONG-TERM DEBT, net of current portion	11,332	21,314
FINANCE LEASE OBLIGATIONS, net of current portion	-	45,080
OPERATING LEASE OBLIGATIONS, net of current portion	540,164	44,396
Total liabilities	1,960,073	1,474,689
STOCKHOLDER'S EQUITY:		
Common stock, no par value; 200 shares authorized, 180 shares issued and 81 shares outstanding	24,000	24,000
Additional paid-in capital	638,341	638,341
Retained earnings	2,166,676	2,010,469
Less: Treasury stock; 99 shares, at cost	(711,690)	(711,690)
Total stockholder's equity	2,117,327	1,961,120
	<u>\$ 4,077,400</u>	<u>\$ 3,435,809</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.
**STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019**

 (See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CONTRACT REVENUE EARNED	\$ 8,045,946	\$ 10,051,536
COST OF REVENUE EARNED	<u>(5,368,364)</u>	<u>(6,641,806)</u>
Gross profit	2,677,582	3,409,730
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	<u>(2,435,008)</u>	<u>(3,073,419)</u>
Income from operations	<u>242,574</u>	<u>336,311</u>
OTHER INCOME (EXPENSE):		
Gain on disposition of vehicles	-	6,345
Miscellaneous income	-	13,255
Interest expense	<u>(41,367)</u>	<u>(25,580)</u>
Total other income (expense), net	<u>(41,367)</u>	<u>(5,980)</u>
Income before provision for income taxes	201,207	330,331
PROVISION FOR INCOME TAXES	<u>(45,000)</u>	<u>(87,400)</u>
NET INCOME	156,207	242,931
RETAINED EARNINGS - beginning of year	<u>2,010,469</u>	<u>1,767,538</u>
RETAINED EARNINGS - end of year	<u>\$ 2,166,676</u>	<u>\$ 2,010,469</u>

The accompanying notes are an integral part of these statements.

PATTERSON - STEVENS, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MARCH 31, 2020 AND 2019**

(See Independent Accountant's Review Report)

	<u>2020</u>	<u>2019</u>
CASH FLOW FROM OPERATING ACTIVITIES:		
Net income	\$ 156,207	\$ 242,931
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation and amortization	108,872	134,494
Deferred income taxes	(126,000)	81,000
Gain on disposition of vehicles	-	(6,345)
Bad debts	30,000	30,000
Changes in:		
Contracts receivable, net	(265,610)	(743,204)
Retainage receivable	244,967	(3,946)
Inventory	2,633	11,147
Costs and estimated earnings in excess of billings on contracts in progress	330,118	(121,193)
Refundable income taxes	145,904	500
Prepaid expenses	(25,661)	83,719
Accounts payable	99,483	124,324
Accrued expenses	46,789	(8,027)
Accrued income taxes	23,836	-
Billings in excess of costs and estimated earnings on contracts in progress	<u>(110,721)</u>	<u>(26,960)</u>
Net cash flow from operating activities	<u>660,817</u>	<u>(201,560)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from disposition of vehicles	-	15,730
Capital expenditures	<u>(26,813)</u>	<u>-</u>
Net cash flow from investing activities	<u>(26,813)</u>	<u>15,730</u>
CASH FLOW FROM FINANCING ACTIVITIES:		
Repayments on long-term debt	(20,422)	(47,153)
Repayments of finance lease obligations	<u>(42,460)</u>	<u>(67,563)</u>
Net cash flow from financing activities	<u>(62,882)</u>	<u>(114,716)</u>
CHANGE IN CASH	571,122	(300,546)
CASH - beginning of year	<u>164,716</u>	<u>465,262</u>
CASH - end of year	<u>\$ 735,838</u>	<u>\$ 164,716</u>

The accompanying notes are an integral part of these statements.

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she 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 bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Patterson-Stevens, Inc.

By: _____

(Signature)

Randy H. Dowling

(Typed)

Title: President

Date: March 31, 2021

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Patterson-Stevens, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 16-0978209 b) DUNS # 05-359-0212	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.pattersonstevens.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 400 Sawyer Avenue, Tonawanda, NY 14150		7. TELEPHONE NUMBER (716) 873-5300	8. FAX NUMBER (716) 873-4094
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Randy H. Dowling Title President Telephone Number (716) 873-5300 Fax Number (716) 873-4094 e-mail rhdownling@pattersonstevens.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Randy H. Dowling	TITLE President	b) NAME Todd Dowling	TITLE Vice President
c) NAME Kevin E. Burke	TITLE Secretary	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹: ☐ Yes ☒ No

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

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

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

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1414844
Inspection Date(s): 07/12/2019 - 07/15/2019
Issuance Date: 08/01/2019



Citation and Notification of Penalty

Company Name: Patterson-Stevens, Inc.
Inspection Site: Michigan Avenue at Virginia Street, Buffalo, NY 14204

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1926.453(b)(2)(v): A safety harness with lanyard attached to the boom or basket was not worn by employee(s) working from an aerial lift:

a) On or about 7/12/19, at the southeast corner of the parking ramp on Michigan Ave. at Virginia St., Buffalo, NY: One employee was pouring Corbel into an area on exterior of the ramp from inside of the elevated basket of a JLG Model E300AJ aerial lift. The employee was not wearing a body harness with an attached lanyard, and was not tethered to the boom or basket of the lift in any other way. The employee was exposed to potential fall of approx. 16 ft.

NO ABATEMENT CERTIFICATION REQUIRED

Date By Which Violation Must be Abated:
Proposed Penalty:

Corrected During Inspection
\$3832.00

Clara V. Scime

for: Michael T. Scime
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of: New York)
) ss:
County of: Erie)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Patterson-Stevens, Inc.

Signature of Owner

Address 400 Sawyer Avenue

Printed Name of Signatory Randy H. Dowling

City, State, Zip Tonawanda, NY 14150

Title President

Sworn before me this 31st day of March, 2021;
Kathryn D. Bush
Notary Public

KATHRYN D. BUSH
Notary Public, State of New York
No. 01BU6292624
Qualified in Erie County
My Commission Expires November 4, 2021

Randy H. Dowling, President

Printed Name

Signature

March 31, 2021

Date



**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Recertification

State Use Only

AT Sponsor No. 77906

ATP Code 11-038

Effective Date
of AT Program

1. Name of Sponsor: Cement Mason LU#111 JATC
2. Mailing Address: 111 Wales Ave Tonawanda New York 14150 Niagara
(number & street) (city) (state) (zip code) (county)
3. Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
4. Telephone No.: (716) 695-1494 Ext. _____ Fax No.: (716) 695-6249
5. E-mail Address: cementmasonslocal111@gmail.com
6. Trade/Occupation: Cement Mason
7. No. Employees: 3 No. Apprentices: 4 No. Journeyworkers: 174 8. Ratio: 1:4:14
9. DOT Code: 844-364-010 10. Length of Program: 36 months
11. Apprentice Probationary Period: 9 months 12. Work process: Standard ☐ or Revised ☒
13. Minimum Journeyworker Rate: \$ 30.00 per hour 14. Effective Date of Wages: 7-1-2017
15. Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☐	H ☐	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
750	750	750	750	750	750	750	750	750	750
\$13.65	\$14.65	\$17.65	\$19.65	\$21.65	\$23.65				

Received
Apprenticeship Unit

JUN 07 2017

BUFFALO

16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. [Signature]
Signature of Official Sponsor Representative

James C. Logan - Trustee
Print Name and Title

5/24/17
Date

18. [Signature] 5-22-17
Signature of Union Representative Date

John D. Tomasello - Apprentice Coordinator
Print Name, Title, and Union Name

19. [Signature]
Signature New York State Department of Labor

11/15/17
Date

NYS Department of Labor
Apprentice Training

OCT 18 2017

Control Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600.12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.

NYS Department of Labor
Apprenticeship Division

OCT 18 2017

CH 1007

Cement Masons Local #111
 OPCMIA
 165 Division Street
 North Tonawanda, NY 14120
 Phone 716-695-1494 Fax 716-695-6249
 E-mail cementmasonslocal111@gmail.com



OFFICERS

Charles A. LoCurto
 Business Manager/
 Secretary/Treasurer
 (716) 913-5664

John D. Tomasello
 Business Agent
 (716) 998-7889

Joseph Coniglio
 President

Anthony Nasca
 Vice-President

Mark Catalano
 Recording Secretary

EXECUTIVE BOARD

Salvatore Nasca

Joseph Sardina

Fabian Rivera

James Gartz

Thomas Nowak

Dennis LoCurto

UNION TRUSTEES

James Gartz

David Sabuda

May 21, 2015

Attention: Randy Dowling
 Patterson Stevens, Inc.
 400 Sawyer Avenue
 PO Box 117
 Tonawanda, NY 14151-0117

Dear Mr. Dowling:

The purpose of this letter is to confirm that Patterson-Stevens, Inc. is a duly authorized as a signatory contractor to the Cement Masons' Local 111 union, and has accepted all the provisions of the contractor/union agreement of the Construction Industry Employers Association, Inc.

Patterson-Stevens, Inc. in signing the agreement is bound to abide by and enforce the same.

Inquiries regarding this agreement may be directed to Charles A. LoCurto, Business Manager, of Cement Masons' Local 111 at 716/695-1494.

Sincerely,

Charles A. LoCurto
 Business Manager

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).
3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678
4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

• **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

• **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic – a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
 County of Albany
 Division of Affirmative Action
 112 State Street, Room 670, Albany, NY 12207
 Phone: (518) 447-7010
 Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of PATTERSON-STEVENSON, INC. was formed by consolidation on 12/29/1970, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 17th day of April two
thousand and seventeen.

A handwritten signature in dark ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

STATEMENT OF SURETY'S INTENT

To: Albany County, 112 State Street, Albany, NY 12207
(Owner)

We have reviewed the Bid of Patterson-Stevens, Inc.
(Contractor)

of 400 Sawyer Ave, Tonawanda, NY 14150
(Address)

for

Albany County Times Union Center Parking Garage Remediation and Repairs Project - Phase 2, RFB #2021-010
(Project)

Bids for which will be received on April 1st 2021
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract at 100% of the Contract Amount and shall remain in effect until contractual obligations have been satisfied.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of New York.

Witness:
~~xxxxxx~~ 
Antonio Rivera

Merchants Bonding Company (Mutual)


Surety's Authorized Signature (s)
Victoria Rivera, Attorney-in-Fact

Attach Power of Authority

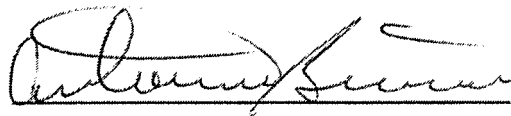
(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

(This form must be completed prior to the submission of the bid.)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)
COUNTY OF Erie) ss
CITY OF BUFFALO)

On this 31st day of March in the year 2021, before me personally came Victoria Rivera, to me known, who, being by me duly sworn, did depose and say that he/she/they reside (s) Buffalo, NY, that he/she/they (is) (are) the Attorney- in -Fact duly appointed of the Merchants Bonding Company (Mutual) the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



NOTARY PUBLIC

ANTONIO RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
Qualified in Erie County
My Commission Expires 03-11-2023

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa J Wolf; Christopher D Ross; Michael R Lawley; Philip M Andolina; Timothy M Toole; Tracy Alessi; Vicki Beutel; Victoria Rivera; William J Lawley Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

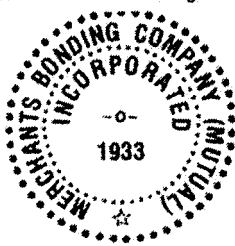
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



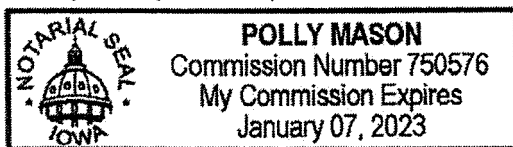
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

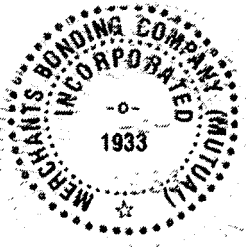


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of March, 2021.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2019
Admitted Assets	
Cash and Invested Assets	
Bonds	\$ 154,681,684
Common Stocks	54,401,817
Real Estate	12,637,095
Cash and Short-Term Investments	9,910,898
Other Invested Assets	501,670
Total Cash and Invested Assets	232,133,164
Investment Income Due and Accrued	912,597
Premiums in the Course of Collection	10,341,697
Reinsurance Recoverable from Reinsurers	1,107,473
Current Federal Income Taxes Recoverable	517,613
Net Deferred Tax Asset	1,170,846
Receivable from Affiliate	10,871,999
Other Assets	8,264,075
Total Admitted Assets	\$ 265,319,464
Liabilities & Surplus	
Liabilities	
Losses	\$ 10,040,126
Reinsurance Payable on Paid Losses and LAE	3,695,423
Loss Adjustment Expenses	12,919,997
Commissions Payable	2,053,755
Other Expenses	4,271,104
Taxes, Licenses, and Fees	450,811
Unearned Premiums	52,652,223
Dividends Declared to Policyholders	4,398,405
Reinsurance Payable to Reinsurers	2,176,120
Amounts Withheld for Others	9,970,570
Total Liabilities	102,628,634
Surplus	162,690,830
Total Liabilities and Policyholders' Surplus	\$ 265,319,464

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2019, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

RESOLUTION NO. 148

SUPPLEMENTAL BOND RESOLUTION AMENDING CERTAIN TERMS OF
BOND RESOLUTION NO. 569 OF THE COUNTY OF ALBANY, NEW YORK,
AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS
FOR THE TIMES UNION CENTER AND TIMES UNION CENTER PARKING
GARAGE

Introduced: 4/8/19

By Audit and Finance Committee:

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

WHEREAS, on December 3, 2018, the County Legislature of the County of
Albany, New York adopted Bond Resolution No. 569 of 2018 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK,
AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL
PROJECTS FOR THE TIMES UNION CENTER AND TIMES UNION
CENTER PARKING GARAGE, STATING THE ESTIMATED
MAXIMUM COST THEREOF IS \$3,272,000, APPROPRIATING SAID
AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF
\$3,272,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID
APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, on the date the County Legislature adopted the Bond Resolution
the maximum estimated cost of the undertaking of the project described in Section 1
of the Bond Resolution (the "Project") was estimated to equal an amount not to exceed
\$3,272,000; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has
received additional information and revised cost estimates which indicate that the
maximum estimated cost of the Project will be equal to an amount not to exceed
\$6,772,000; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among
other things, that any bond resolution adopted by the finance board of a municipality
contain a statement of the maximum estimated cost of the object or purpose for which
obligations are being authorized and the maximum amount of the bonds authorized to
be issued for such purpose; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the
purpose of increasing the maximum estimated cost of the Project, and, in particular,

Section 1 of the Bond Resolution, and the maximum principal amount of bonds authorized to be issued in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

SECTION 1. The Bond Resolution is hereby amended as follows:

(A) Section 1 of the Bond Resolution is amended to read as follows:

The County of Albany, New York (the "County") is hereby authorized to undertake various capital projects at the Times Union Center (the "Center"), in the City of Albany, New York, consisting of renovation of the locker rooms, including replacement of existing equipment; upgrades and replacement of the Quad stairs and Atrium door; and replacement of flooring in the main arena and kitchen, 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 the 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 to pay the costs of the capital projects.

The period 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)(35) of the New York Local Finance Law (the "Law"), is five (5) years.

(B) A new Section 4 of the Bond Resolution will be inserted to read as follows:

The County is hereby authorized to undertake various capital projects at the Center garage, consisting of the reconstruction and renovation of the steel and concrete support structures, upgrades to the elevators, and stair replacement, 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

estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$4,375,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,375,000 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 \$4,375,000 to pay the costs of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,375,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

(C) The original Section 4 of the Bond Resolution will be renumbered to Section 5 and is hereby amended to read as follows:

Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$6,772,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

(D) The original Section 5 through Section 9 of the Bond Resolution will be renumbered to Section 6 through Section 10.

(E) The original Section 10 of the Bond Resolution will be renumbered to Section 11 and is hereby amended to read as follows:

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. 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 Sections 1, 2, 3, and 4 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

(F) The original Section 11 of the Bond Resolution will be renumbered to Section 12 and is hereby amended to read as follows:

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.

(G) The original Section 12 through Section 13 of the Bond Resolution will be renumbered to Section 13 through Section 14.

SECTION 2. The County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the Project as follows: the County determined that the Project is a Type II action under SEQRA pursuant to the Bond Resolution as stated in the amended and renumbered Section 11 referenced above and this amendment to the Bond Resolution does not affect that SEQRA determination.

SECTION 3. The Bond Resolution adopted by the County Legislature on December 3, 2018, as amended by this Supplemental Bond Resolution, shall otherwise remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 4. The validity of said serial bonds or of any bond anticipation notes issued in anticipation of the sale of said serial bonds may be contested only if:

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

(b) the provisions of law which should be complied with at the date of publication of this 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

(2) said obligations are authorized in violation of the provisions of the Constitution of New York.

SECTION 5. This resolution shall take effect immediately.

RESOLUTION NO. 137

AUTHORIZING AN AGREEMENT WITH PATTERSON-STEVENSON, INC. REGARDING THE PHASE II TIMES UNION CENTER PARKING GARAGE REMEDICATION AND REPAIRS PROJECT

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with Patterson-Stevens, Inc. for general construction services regarding Phase II Times Union Center Parking Garage Remediation in an amount not to exceed \$1,478,675, for a term commencing May 15, 2021 and ending November 14, 2022, and

WHEREAS, The Albany County Purchasing Department issued a Request For Bids (RFB) for Phase II Times Union Center Parking Garage Remediation and four bids were received in response, and

WHEREAS, The Department Facility Engineering Division reviewed said bids and has recommended awarding the contract to Patterson-Stevens, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner has indicated that the scope of the work consists of the structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints, sealants, and the subsequent application of a traffic bearing waterproofing membrane to the upper levels, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Patterson-Stevens, Inc., Tonawanda, NY 14150, for general construction services regarding Phase II Times Union Center Parking Garage Remediation in an amount not to exceed \$1,478,675, for a term commencing May 15, 2021 and ending November 14, 2022, 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.



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, P.E.
COMMISSIONER

March 10, 2021

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

Dear Chairman Joyce:

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR12 (Rapp Rd.) $\approx$ 2.4 miles in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) $\approx$ 1.7 miles in the Town of Knox and CR303 (Pinnacle Rd.) $\approx$ 3.4 miles in the Towns of Berne and New Scotland.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7.5 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not deteriorated to the point where they require full depth replacement.

In the CIR process, we grind $\approx$ 4" into the existing asphalt surface. The product is then sent through a crusher, asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 26 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.

If there are any questions or further information is needed regarding this request, 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-2371, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Gorman Brothers, Inc. for Cold Recycling Projects

Date: March 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):

Gorman Brothers, Inc.

200 Church St.

Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$950,000.00

Scope of Services: Cold Recycling Projects

Bond Res. No.: Resolution 470

Date of Adoption: 12/7/2020

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: HHT75197

Appropriation Amount: \$950,000.00

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) 6/1/2021-10/31/2021

Length of Contract: 5 Months

Impact on Pending LitigationYes ☐ 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)

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR12 (Rapp Rd.) $\approx$ 2.4 miles in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) $\approx$ 1.7 miles in the Town of Knox and CR303 (Pinnacle Rd.) $\approx$ 3.4 miles in the Towns of Berne and New Scotland.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7.5 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not deteriorated to the point where they require full depth replacement.

In the CIR process, we grind $\approx$ 4" into the existing asphalt surface. The product is then sent through a crusher, asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course

over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 26 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 31555 Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (Statewide) Classification Code(s): 30
Award Number	: <u>23188</u> (Replaces Award 23101)
Contract Period	: April 1, 2020 to March 31, 2022
Bid Opening Date	: December 10, 2019
Date of Issue	: April 1, 2020
Specification Reference	: SPEC – 940 date of issue October 30, 2019
Contractor Information	: Appears on Page 5-15 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Christine Dettmer Title : Contract Management Specialist Phone : 518-473-9122 E-mail : christine.dettmer@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

This award has a total of 0% participation goals for MWBE and SDVOB.

PR # 23188

(continued)

Table of Contents

ATTACHMENTS	4
SECTION 1: CONTRACTOR INFORMATION:	5
1.2 Small, Minority and Women-Owned Businesses:.....	16
1.3 Note to Authorized Users:.....	16
1.4 Estimated Quantities	16
1.5 Recycled , Remanufactured and Energy Efficient Products.....	17
SECTION 2: HOW TO USE THE CONTRACT	18
2.1 Introduction – Important Note	18
2.2 Quick Quote Process	18
2.3 Frequently Asked Questions.....	19
2.4 Prevailing Wage Rates - Public Works and Building Services Contracts.....	19
SECTION 3: PRICE PAGES and SPECIFICATIONS	20
3.1 Price Pages.....	20
3.2 Specifications	20
SECTION 4: NYSDOT REGIONAL MAP	21
SECTION 5: CONTRACT ADMINISTRATION	22
5.1 Contract Administrator	22
SECTION 6: TERMS AND CONDITIONS	23
6.1 Contract Term and Extensions	23
6.2 Short term Extension	23
6.3 Materials	23
6.4 Price Adjustments	23
6.5 Price Reductions.....	23
6.6 Best Pricing Offer.....	24
6.7 Price Structure	24
6.8 Ordering	24
6.9 Invoicing and Payment	24
6.10 Product Delivery.....	25
6.11 NYS Financial System (SFS).....	25
6.12 Insurance	25
6.13 Report of Contract Usage	26
6.14 MWBE: Contractor Requirements and Procedures for Participation By New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women	26
6.15 SDVOB: Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses.....	29
6.16 Use of Recycled or Remanufactured Materials	29
6.17 Bulk Delivery and Alternate Packaging	29
6.18 Environmental Attributes and NYS Executive Order Number 4	29

6.19	"OGS or Less" Guidelines.....	30
6.20	Non-State Agencies Participation in Centralized Contracts	30
6.21	Extension of Use.....	30
6.22	Drug and Alcohol Use Prohibited.....	30
6.23	Traffic Infractions	30
6.24	Samples	31

ATTACHMENTS

- Lot 1 - Asphalt Emulsions Price Pages and Quick Quote
- Lot 2 - Chip Seal Price Pages and Quick Quote
- Lot 3 - Cold Recycling Price Pages and Quick Quote
- Lot 4 - Heater Scarification Price Pages and Quick Quote
- Lot 5 - Microsurfacing and/or Quick Set Slurry Seal Price Pages and Quick Quote
- Lot 6 - Paver Placed Surface Treatment (Conventional and Modified) Price Pages and Quick Quote
- Lot 7 - Joint & Crack Filler/Sealer and Mastic Repair Material Price Pages and Quick Quote

Note: All these documents can be found at:

<http://www.ogs.ny.gov/purchase/spg/awards/3155523188Can.htm>

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69063	GORMAN BROS., INC. 200 Church Street Albany, NY 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kimberly A. Wilson E-mail: kwilson@gormanroads.com Web Site: www.gormanroads.com	14-0704840 1000013676
Business hours: 8:30am – 4:30pm (M-F)			
<u>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</u>			
Phone #: 518-378-1112			
Contact: Kimberly A. Wilson			
E-mail: kwilson@gormanroads.com			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC69064	HIGHWAY REHABILITATION CORP. 2258 Route 22	Phone #: 845-278-9645	22-2355196
SB	Brewster, NY 10509	Contact: Christine Magee E-mail: chris@highwayrehab.com Web Site: www.highwayrehab.com	1000057419
Business hours: 8:30am – 5:30pm (M-F)			
<u>Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:</u>			
Phone #: 845-721-6008			
Contact: Terence Lucey			
E-mail: terry@highwayrehab.com			

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 12 Quick Quote # 12

Project Location: Town Rensselaerville

Square Yards to Be Recycled = 33,225.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling :

Shoulder Milling Disposal by:

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 54,820.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 365.000 Tons

Portland Cement Required Yes 80.000 Tons of Cement

Additional Items (enter a check mark if item is required):

☒ Work Zone Traffic Control by Contractor	Number of Pilot Vehicles <u>1</u>
☐ Rumble Strips Required	Linear Feet of Rumble Strips <u></u>
☒ Additional Flaggers Required	Number of Additional Flaggers <u>1</u>
☒ OCP Insurance Required	

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 12 Quick Quote # 12

Contractor & PC #: PC69063 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 30.00 Miles Telephone: 518-843-2640

Estimated Number of Days 2 or Hours _____ to Complete the Project

Type of Recycling: In Place
 Recycling Price = \$3.500 per Square Yard
 Total Square Yards = 33,225.000 SqY

A. Recycling Total Cost = \$116,287.500

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
 PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
 Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
 Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
 Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.230 per Gallon

Material Price Adjustment Calculation for the Month of: **February / 2021**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.230 per Gallon

E. Total Gallons of Emulsion = 54,820.000 Gallons

F. Emulsion Total Cost (D x E) = \$122,248.600

G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon

Material Price Adjustment Calculation for the Month of: **February / 2021**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon = _____

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.070 per Gallon

M. Total Gallons of Emulsion = 54,820.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$3,837.400

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

O.	Aggregate Price =	\$35.000	per Ton
P.	Total Tons of Aggregate =	365.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$12,775.000	
R.	Portland Cement Price =	\$300.000	per Ton
S.	Total Tons of Cement =	80.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$24,000.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	33,225.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$16,612.500	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 12	Quick Quote #	12
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days = 2
W.	Additional Flagger(s) Total Cost =	\$1,600.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
X.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	33,225.000	SqY
Y.	Mobilization to Project Location Total Cost =	\$3,322.500	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
Z.	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
B1	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for:

February / 2021

Project's Total Cost including Price Adjustment
(A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =

\$302,683.500

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson

Date 2/16/21

Contractor Signature Kimberly A. Wilson

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

**Gorman Bros.,
Port of Albany, Albany, NY 12202**

	Route:		CR 12		County:		Albany		Town:		N/A			
	Start:	CR 10	2	3	4	5	6	7	8	9	10	11	Mix:	2721
CORE #:	1												12	AVERAGE
MILE POINT:	0						2.3							
SIEVE SIZE	Percent Passing													
1 1/2"	100.0						100.0							100.0
1"	100.0						100.0							100.0
3/4"	97.9						97.1							97.5
1/2"	89.1						85.0							87.1
1/4"	61.3						51.2							56.3
1/8"	36.3						28.4							32.4
# 20	16.4						13.5							15.0
# 40	11.0						9.6							10.3
# 80	5.8						5.7							5.8
# 200	3.7						3.6							3.7
% AC	5.70%						5.21							263.35%
SE														#DIV/0!
Depth (in.)	4.5						4.0							
Recycle Depth:	4						Add Stone:	Yes				Cement:	Yes	



Main: 518-462-5401
Fax: 518-462-1296

11/29/20

**Gorman Bros.,
Port of Albany, Albany, NY 12202**

Emulsion %:				2
Sample ID	Stability	Flow		
1	1382.9	15.6		
2	2094.3	13.5		
3	2124.7	12.6		
Average	1867.3	13.9		

Emulsion %:				2
Sample ID	Density	Sp. Gr.		
1	134.0	2.147		
2	134.6	2.157		
3	133.4	2.137		
Average	134.0	2.147		

Emulsion %:				3
Sample ID	Stability	Flow		
1	2145.0	14.2		
2	2084.2	14.4		
3	1972.6	16.0		
Average	2067.3	14.9		

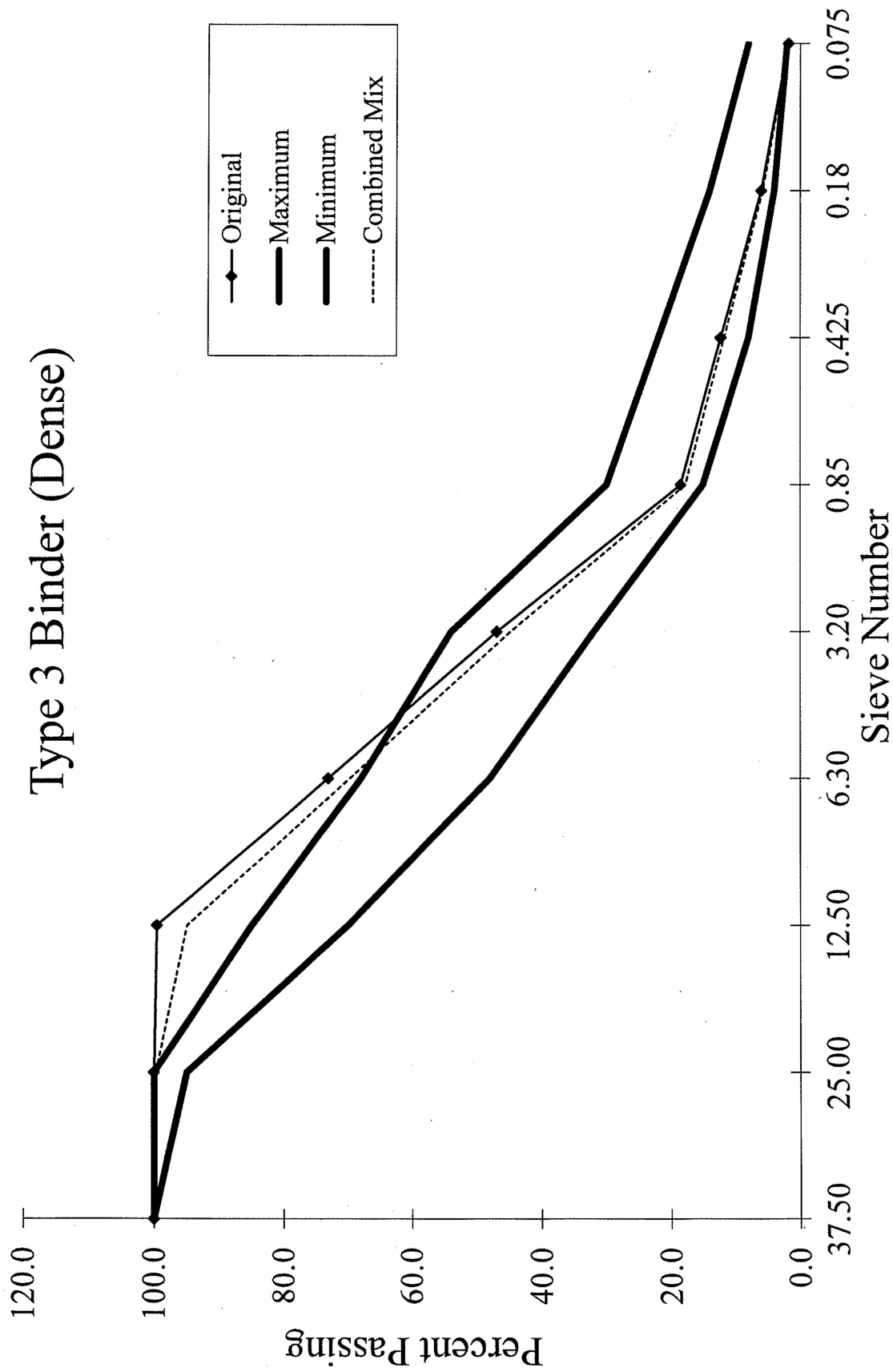
Emulsion %:				3
Sample ID	Density	Sp. Gr.		
1	132.9	2.130		
2	133.9	2.146		
3	134.3	2.151		
Average	133.7	2.142		

Comments	
3% HFMS-2T with 5% add stone and 1% cement is the best treatment option.	



Main: 518-462-5401
Fax: 518-462-1296

11/29/20



**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 256 Quick Quote # 256

Project Location: Town of Knox

Square Yards to Be Recycled = 23,500.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling :

Shoulder Milling Disposal by:

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 38,775.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 260.000 Tons

Portland Cement Required Yes 55.000 Tons of Cement

Additional Items (enter a check mark if item is required):

☒ Work Zone Traffic Control by Contractor	Number of Pilot Vehicles <u>1</u>
☐ Rumble Strips Required	Linear Feet of Rumble Strips <u></u>
☒ Additional Flaggers Required	Number of Additional Flaggers <u>1</u>
☒ OCP Insurance Required	

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 256 Quick Quote # 256

Contractor & PC #: PC69063 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 30.00 Miles Telephone: 518-843-2640

Estimated Number of Days 2 or Hours _____ to Complete the Project

Type of Recycling:	In Place
Recycling Price =	<u>\$3.500</u> per Square Yard
Total Square Yards =	<u>23,500.000</u> SqY
A. Recycling Total Cost =	\$82,250.000

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
 PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
 Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
 Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
 Fog Seal - 0.1 gal/SY

B.	Emulsion Price =	<u>\$2.230</u>	per Gallon
<i>Material Price Adjustment Calculation for the Month of: February / 2021</i>			
C.	Monthly Material Price Adjustment -	<u>Emulsion</u>	per Gallon = <u>\$0.000</u>
D.	Emulsion Price with Price Adjustment (B + C) =	<u>\$2.230</u>	per Gallon
E.	Total Gallons of Emulsion =	<u>38,775.000</u>	Gallons
F.	Emulsion Total Cost (D x E) =	<u>\$86,468.250</u>	

G.	Liquid Bituminous Material (Fog Seal) Price =	_____	per Gallon
<i>Material Price Adjustment Calculation for the Month of: February / 2021</i>			
H.	Monthly Material (Fog Seal) Price Adjustment per Gallon =	_____	
I.	Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) =	<u>\$0.000</u>	/Gal
J.	Total Gallons of Fog Seal =	<u>0.000</u>	Gallons
K.	Liquid Bituminous Material (Fog Seal) Total Cost (I x J) =	<u>\$0.000</u>	

L.	Heat/Haul/Apply Price =	<u>\$0.070</u>	per Gallon
M.	Total Gallons of Emulsion =	<u>38,775.000</u>	Gallons
N.	Heat/Haul/Apply Total Cost (L x M) =	<u>\$2,714.250</u>	

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

O.	Aggregate Price =	\$35.000	per Ton
P.	Total Tons of Aggregate =	260.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$9,100.000	
R.	Portland Cement Price =	\$300.000	per Ton
S.	Total Tons of Cement =	55.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$16,500.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	23,500.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$11,750.000	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 256	Quick Quote #	256
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days = 2
W.	Additional Flagger(s) Total Cost =	\$1,600.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
X.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.100	per Square Yard
	Total Square Yards =	23,500.000	SqY
Y.	Mobilization to Project Location Total Cost =	\$2,350.000	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
Z.	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
BI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for: February / 2021

Project's Total Cost including Price Adjustustment
(A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =

\$214,732.500

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson Date 2/16/21

Contractor Signature Kimberly A. Wilson

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

**Gorman Bros.,
Port of Albany, Albany, NY 12202**

	Route:		CR 256 (Ketcham Rd)		County:			Albany			Town:			Knox
	Start:	NYS Rt. 157	End:	NYS Rt. 157	6	7	8	9	10	11	12	Mix:	3049	
CORE #:	1	2	3	4	5	6	7	8	9	10	11	12	AVERAGE	
MILE POINT:	1.0 (Cedar Ln.)													
SIEVE SIZE	Percent Passing													
1 1/2"	100.0												100.0	
1"	100.0												100.0	
3/4"	100.0												100.0	
1/2"	97.9												97.9	
1/4"	82.8												82.8	
1/8"	56.4												56.4	
# 20	24.0												24.0	
# 40	14.6												14.6	
# 80	6.3												6.3	
# 200	3.0												3.0	
% AC	6.68%												6.68%	
SE													#DIV/0!	
Depth (in.)	4.0													
Recycle Depth:	4			Add Stone:	Yes			Cement:	Yes					



Main: 518-462-5401
Fax: 518-462-1296

2/16/2021

Emulsion %:		2
Sample ID	Stability	Flow
1	2660.5	11.6
2	2599.9	16.9
3	2559.6	18.0
Average	2606.7	15.5

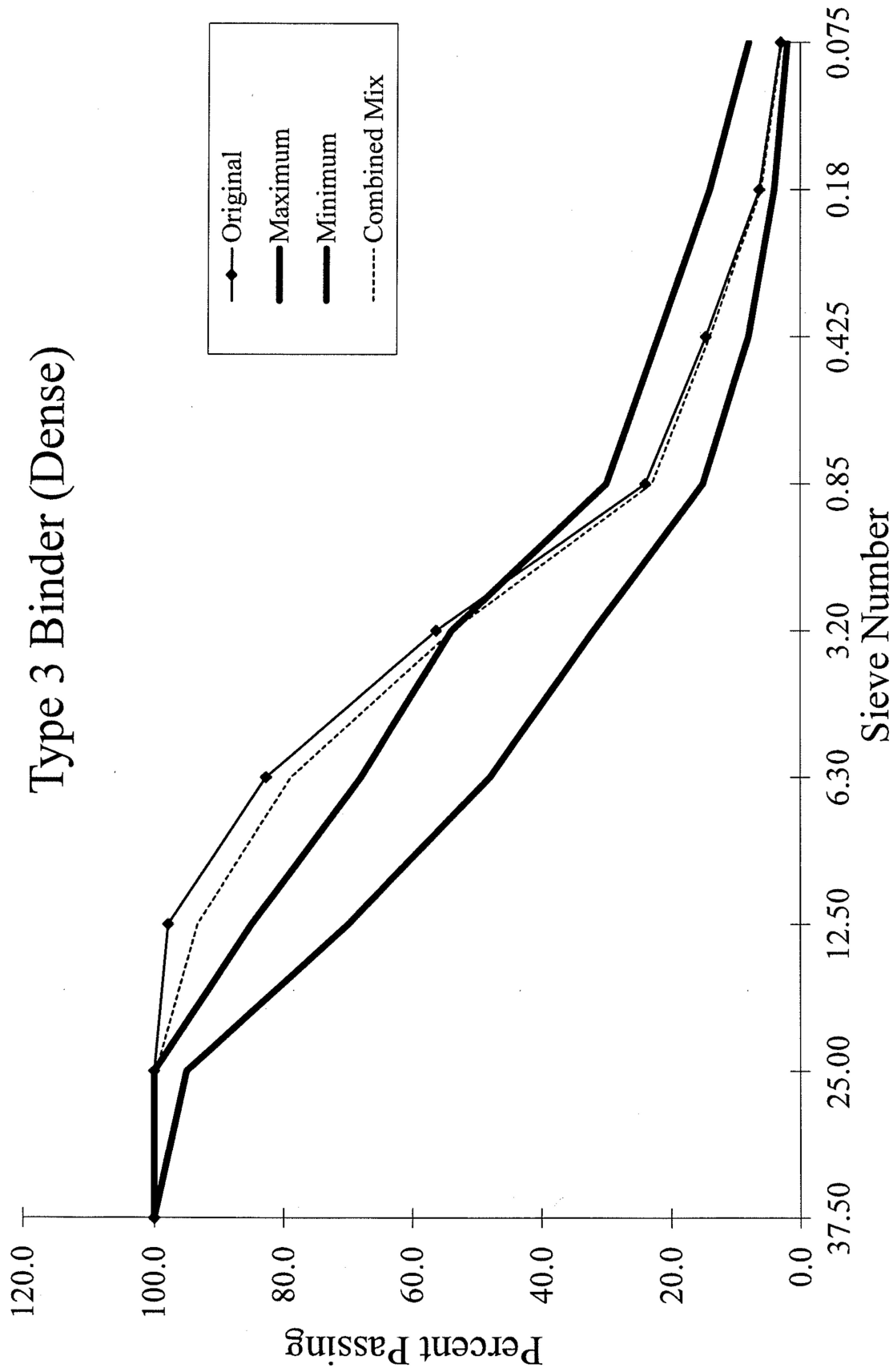
Emulsion %:		2
Sample ID	Density	Sp. Gr.
1	128.4	2.058
2	129.0	2.068
3	129.0	2.068
Average	128.8	2.065

Emulsion %:		3
Sample ID	Stability	Flow
1	2509.1	17.5
2	2922.4	18.6
3	2397.9	17.5
Average	2609.8	17.9

Emulsion %:		3
Sample ID	Density	Sp. Gr.
1	128.1	2.053
2	129.5	2.076
3	128.4	2.058
Average	128.7	2.062

Comments
3% emulsion with 5% add stone and 1% cement has the best stability numbers.





**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 16 / 2021

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 303 Quick Quote # 303

Project Location: Town of Berne/ Town of New Scotland

Square Yards to Be Recycled = 41,870.000 SqY

Depth of Recycling: 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling:

Shoulder Milling Disposal by:

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 75,665.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 1,385.000 Tons

Portland Cement Required Yes 106.000 Tons of Cement

Additional Items (enter a check mark if item is required):

☒ Work Zone Traffic Control by Contractor	Number of Pilot Vehicles <u>1</u>
☐ Rumble Strips Required	Linear Feet of Rumble Strips <u></u>
☒ Additional Flaggers Required	Number of Additional Flaggers <u>1</u>
☒ OCP Insurance Required	

Anticipated Project Start Date: June 1, 2021

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 18, 2021

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 303 Quick Quote # 303

Contractor & PC #: PC69063 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 30.00 Miles Telephone: 518-843-2640

Estimated Number of Days 4 or Hours _____ to Complete the Project

Type of Recycling: In Place
 Recycling Price = \$3.500 per Square Yard
 Total Square Yards = 41,870.000 SqY

A. Recycling Total Cost = \$146,545.000

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
 PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
 Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
 Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
 Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.230 per Gallon

Material Price Adjustment Calculation for the Month of: **February / 2021**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.230 per Gallon

E. Total Gallons of Emulsion = 75,665.000 Gallons

F. Emulsion Total Cost (D x E) = \$168,732.950

G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon

Material Price Adjustment Calculation for the Month of: **February / 2021**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon = _____

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.100 per Gallon

M. Total Gallons of Emulsion = 75,665.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$7,566.500

**GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)**

LOT 3 - COLD RECYCLING (Version 04/01/2020)

O.	Aggregate Price =	\$35.000	per Ton
P.	Total Tons of Aggregate =	1,385.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$48,475.000	
R.	Portland Cement Price =	\$300.000	per Ton
S.	Total Tons of Cement =	106.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$31,800.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	41,870.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$20,935.000	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 303	Quick Quote #	303
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	1	Number of Days = 4
W.	Additional Flagger(s) Total Cost =	\$3,200.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
X.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.070	per Square Yard
	Total Square Yards =	41,870.000	SqY
Y.	Mobilization to Project Location Total Cost =	\$2,930.900	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
Z.	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
BI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23188 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 3 - COLD RECYCLING (Version 04/01/2020)

Project's Total Cost including all the Price Adjustments for: February / 2021

Project's Total Cost including Price Adjustustment
(A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1) =

\$432,185.350

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson Date 2/16/21

Contractor Signature Kimberly A. Wilson

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

**Gorman Bros.,
Port of Albany, Albany, NY 12202**

	Route:		CR 303 (Pinnacle Rd)		County:		Albany		Town:		New Scotland /Berne		#3055
	Start:		Ste. Rte 443		End:		CR 311/CR 303		Length:		15,000' x 24	Mix:	
CORE #:	1	2	3	4	5	6	7	8	9	10	11	12	AVERAGE
MILE POINT:			1.5	2						1.7			
SIEVE SIZE	Percent Passing												
1 1/2"			100.0	100.0						100.0			100.0
1"			100.0	100.0						100.0			100.0
3/4"			100.0	98.5						96.8			98.4
1/2"			97.0	93.5						90.7			93.7
1/4"			74.3	69.5						69.3			71.0
1/8"			48.9	42.9						40.2			44.0
# 20			20.4	17.3						16.0			17.9
# 40			11.8	9.9						9.8			10.5
# 80			5.4	4.6						4.5			4.8
# 200			1.4	1.4						1.1			1.3
% AC			6.33%	5.62%						6.05%			6.00%
SE													#DIV/0!
Depth (in.)			5.0	5.0						5.5			
Recycle Depth:		4"		Add Stone:		15%		Cement:		1%			



Main: 518-462-5401
Fax: 518-462-1296

2/16/2021

Emulsion %:			2
Sample ID	Stability	Flow	
1	3304.1	14.4	
2	3514.6	13.5	
3	3053.1	14.2	
Average	3290.6	14.0	

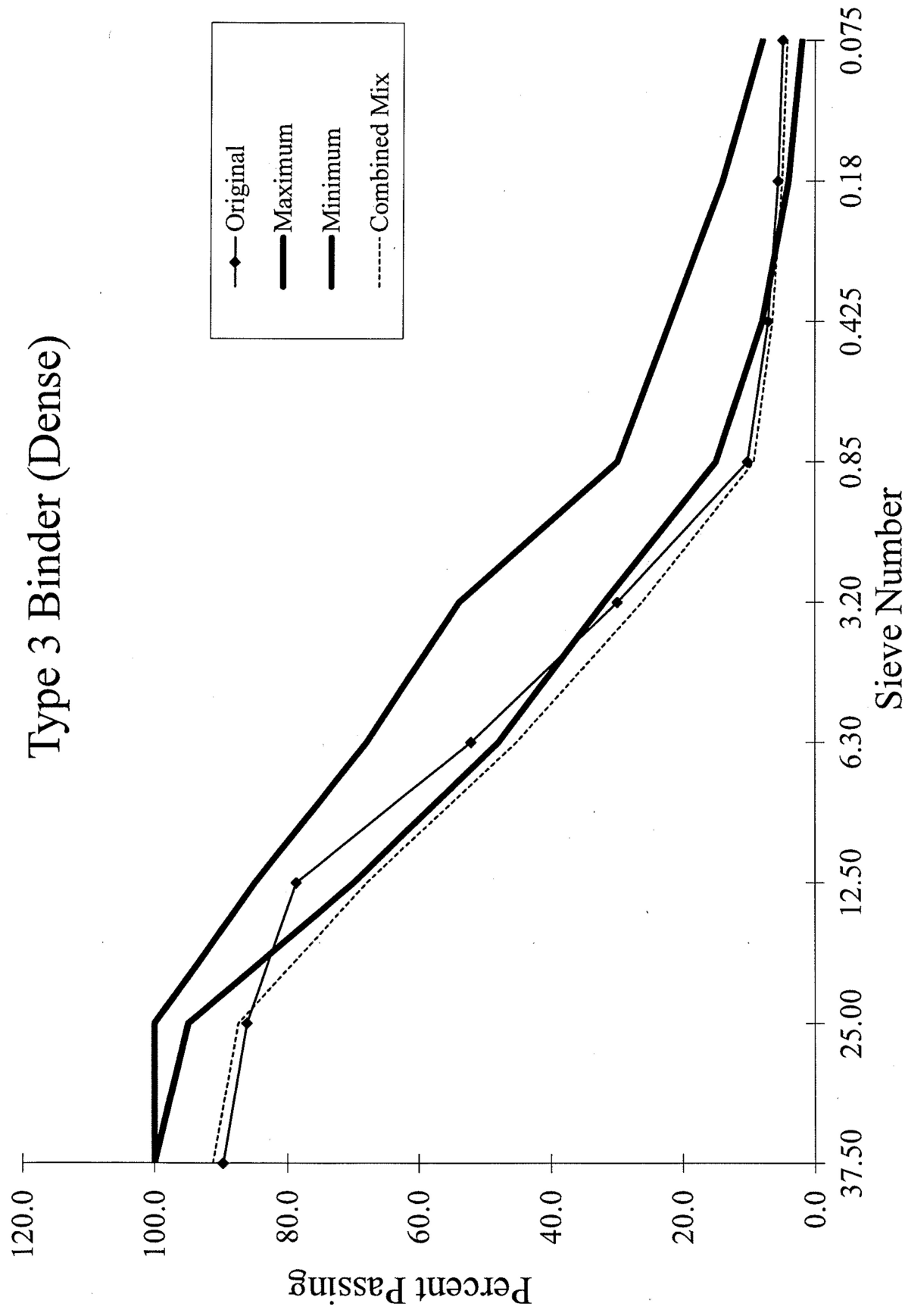
Emulsion %:			2
Sample ID	Density	Sp. Gr.	
1	129.2	2.071	
2	130.6	2.093	
3	129.5	2.076	
Average	129.8	2.080	

Emulsion %:			3
Sample ID	Stability	Flow	
1	3305.6	16.0	
2	3324.2	15.2	
3	3452.4	18.5	
Average	3360.7	16.6	

Emulsion %:			3
Sample ID	Density	Sp. Gr.	
1	130.4	2.090	
2	131.2	2.102	
3	132.4	2.121	
Average	131.3	2.104	

Comments
A 4" recycle with 3% emulsion should be used, in conjunction with 15% add stone and 1% cement for the best stability numbers.





RESOLUTION NO. 147

AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF COEYMANS, GUILDERLAND, KNOX AND NEW SCOTLAND

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works (DPW) has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, and

WHEREAS, The Commissioner has indicated as part of Albany County's DPW Highway Maintenance Plan, the department plans to use Cold-In-Place Recycling for various roadways in Albany County as determined to be necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, 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. 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

RESOLUTION NO. 138

AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF BERNE, KNOX, RENSSELAERVILLE, AND NEW SCOTLAND

Introduced: 5/10/21

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works (DPW) has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding Cold-In-Place Recycling projects on CR12 (Rapp Rd.) in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) in the Town of Knox, and CR303 (Pinnacle Rd.) in the Towns of Berne and New Scotland in an amount not to exceed \$950,000 for a term commencing June 1, 2021 and ending October 31, 2021, and

WHEREAS, The Commissioner has indicated that, as part of Albany County's DPW Highway Maintenance Plan, the department plans to use Cold-In-Place Recycling for various roadways in Albany County as determined to be necessary, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., Albany, New York 12202, regarding Cold-In-Place Recycling projects on CR12 (Rapp Rd.) in the Towns of Berne and Rensselaerville, CR256 (Ketchum Rd.) in the Town of Knox, and CR303 (Pinnacle Rd.) in the Towns of Berne and New Scotland in an amount not to exceed \$950,000 for a term commencing June 1, 2021 and ending October 31, 2021, and, be it further

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

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