

County of Albany

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



Meeting Agenda

Tuesday, September 28, 2021

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH LAMONT ENGINEERS FOR ENGINEERING, ARCHITECTURAL DESIGN, CONSTRUCTION ADMINISTRATION AND CONSTRUCTION INSPECTION SERVICES FOR NEW HIGHWAY GARAGE FACILITIES IN THE TOWNS OF KNOX AND COEYMANS
3. AUTHORIZING AN AGREEMENT WITH KONE, INC. REGARDING THE MODERNIZATION OF SIX PASSENGER ELEVATORS AT THE HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
4. AUTHORIZING AN AGREEMENT WITH DAVIES OFFICE, INC. REGARDING THE SHAKER PLACE FIFTH FLOOR RENOVATION
5. AMENDING RESOLUTION NO. 11 FOR 2021 REGARDING THE PURCHASE OF COUNTY OWNED STREETLIGHTS AND AMENDING THE 2021 DEPARTMENT OF PUBLIC WORKS BUDGET

County of Albany

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



Meeting Minutes

Tuesday, August 24, 2021

5:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room, 1st Floor**

Public Works Committee

PREVIOUS BUSINESS:

Present: Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

Excused: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien and Christopher H. Smith

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. AUTHORIZING AN AGREEMENT WITH AOW ASSOCIATES REGARDING GENERAL CONSTRUCTION FOR THE SHERIFF'S E911/EOC FACILITY PROJECT AT THE CLARKSVILLE PUBLIC SAFETY BUILDING**

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

3. AUTHORIZING AN AGREEMENT WITH JOHN W. DANFORTH COMPANY REGARDING MECHANICAL CONSTRUCTION OF THE SHERIFF'S E911/EOC FACILITY PROJECT AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

4. AUTHORIZING AN AGREEMENT WITH CAMPITO PLUMBING & HEATING REGARDING PLUMBING CONSTRUCTION OF THE SHERIFF'S E911/EOC FACILITY PROJECT AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

5. AUTHORIZING AN AGREEMENT WITH DLC ELECTRIC, LLC REGARDING ELECTRICAL CONSTRUCTION OF THE SHERIFF'S E911/EOC FACILITY PROJECT AT THE CLARKSVILLE PUBLIC SAFETY BUILDING

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

6. AUTHORIZING AN AGREEMENT WITH PETER LUIZZI & BROS CONTRACTING, INC. FOR RESURFACING OF THE MAIN LOT, BOOKING LOT, AND MAIN RUNWAY OF THE ALBANY COUNTY CORRECTIONAL FACILITY

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

7. AUTHORIZING AN AGREEMENT WITH DIRECT ENERGY BUSINESS LLC. REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES

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

8. AUTHORIZING AN AGREEMENT WITH CORE BTS REGARDING THE PURCHASE OF CISCO COLLABORATION FLEX 3.0 SOFTWARE

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

9. AUTHORIZING AN AGREEMENT WITH TIGER CORPORATION REGARDING THE PURCHASE OF FIVE TRACTOR MOWERS AND AMENDING THE 2021 DEPARTMENT OF PUBLIC WORKS BUDGET

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

10. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF A LOW BOY TRAILER

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

11. AUTHORIZING SUPPLEMENTAL AGREEMENT NO. 2 WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING THE CR9 (BRADT HOLLOW ROAD) OVER THE FOX CREEK BRIDGE CONSTRUCTION PROJECT

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

12. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE

This proposal was withdrawn at the request of the Sponsor.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 31, 2021

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Lamont Engineers for the Architectural Design, Construction Administration and Construction Inspection Services for new Highway Garage Facilities at our Knox and Coeymans Subdivisions.

The County received thirteen proposals (13). All thirteen (13) were given a cursory review. We shortlisted the top four (4) based on price. The top four proposers had an excellent understanding of the project scope and examples of similar projects. Our DPW staff reviewed the proposals and recommended the award to Lamont Engineers based on best price. The total contract amount shall not exceed \$402,158.00. This total includes a \$30,000.00 contingency added to the proposal amount of \$372,158.00.

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

Sincerely,

Lisa M. Ramundo
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-2700, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Lamont Engineers

Date: August 31, 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):

Lamont Engineers
197 Elm St.
PO Box 610
Cobleskill, NY 12043

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$402,158.00

Scope of Services: Engineering Services

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: HHT45197

Appropriation Amount: \$402,158.00

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) 10/1/2021-10/31/2023

Length of Contract: 24 months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Lamont Engineers for the Architectural Design, Construction Administration and Construction Inspection Services for new Highway Garage Facilities at our Knox and Coeymans Subdivisions.

The County received thirteen proposals (13). All thirteen (13) were given a cursory review. We shortlisted the top four (4) based on price. The top four proposers had an excellent understanding of the project scope and examples of similar projects. Our DPW staff reviewed the proposals and recommended the award to Lamont Engineers based on best price. The total contract amount shall not exceed \$402,158.00. This total includes a \$30,000.00 contingency added to the proposal amount of \$372,158.00.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Karen Storm *Karen Storm*
Purchasing Agent

DATE: August 31, 2021

RE: RFP#2021-087 Engineering, Architectural Design, Construction Administration
and Construction Inspection Services for New Highway Garage Facilities at Knox
and Coeymans Subdivisions

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Lamont Engineers in the amount not to exceed \$402,158.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Lamont Engineering for an award.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: August 31, 2021

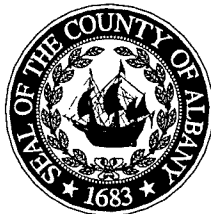
RE: RFP #2021-087
Engineering, Architectural Design, Construction Administration
and Construction Inspection Services for
New Highway Garage Facilities at Knox and Coeymans Subdivisions

Upon review of the thirteen (13) Proposals that were received regarding the aforementioned project, I would like to recommend Lamont Engineers for the award in the amount not to exceed \$402,158.00. This total includes a \$30,000.00 contingency added to the proposal amount of \$372,158.00.

I have attached a copy of our Engineering Divisions recommendation.

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

LMR:ct



DANIEL P. McCOY
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LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: August 31, 2021

RE: RFP#2021-087
Engineering, Architectural Design, Construction Administration
and Construction Inspection Services for
New Highway Garage Facilities at Knox and Coeymans Subdivisions

Attached please find the rating tally sheet for the subject project. We received thirteen (13) proposals. All thirteen (13) proposals were given a cursory review and four (4) were short listed based on price. After a detailed review of the top four (4), we recommend the project be awarded to Lamont Engineers on the basis of both price and understanding of the project.

Please let me know if you have any questions.

WA:ct

EVALUATION SCORE SHEET
RFP 2021-087
Architectural Design + Construction Administration + Construction Inspection
Highway Garage Facilities
Coeymans and Knox

PROPOSER	Delaware	LAMONT	LA BELLA	CT MALE
Criteria	Weight			
Proposer's Comprehension of required work, Scope of Services	25% 10	2,500 10	2,500 10	2,250 9
Prior Experience in similar projects	25% 10	2,500 9	2,250 9	2,250 9
Professional Qualifications	10% 10	1,000 10	1,000 10	1,000 10
Total Proposed Price	30% 8	2,400 10	2,700 9	2,100 7
Client References	10% 9	1,000 10	900 9	900 9
	9,300	9,750	9,350	8,500

Name:

Lisa Ramundo

EVALUATION SCORE SHEET
RFP 2021-087
Architectural Design + Construction Administration + Construction Inspection
Highway Garage Facilities
Coeymans and Knox

PROPOSER	Criteria	Weight	DeWitt		LaMont		La Bella		CT Male	
Proposer's Completion of required work, Scope of Services		25%	10	2,500	10	2,500	10	2,500	10	2,500
Prior Experience in similar projects		25%	10	2,500	10	2,500	10	2,500	10	2,500
Professional Qualifications		10%	10	1,000	10	1,000	10	1,000	10	1,000
Total Proposed Price		30%	8	2,400	10	3,000	9	2,700	7	2,100
Client References		10%	10	1,000	10	1,000	10	1,000	10	1,000
				9,400		10,000		9,700		9,100

Name:

Kevin Crosier

EVALUATION SCORE SHEET
RFP 2021-087
Architectural Design + Construction Administration + Construction Inspection
Highway Garage Facilities
Coeymans and Knox

PROPOSER	Delaware	LAMONT	LA BELLA	CT MALE
Criteria	Weight			
Proposer's Completion of required work, Scope of Services	25% 9	2,250 10	2,250 9	2,250 9
Prior Experience in similar projects	25% 10	2,500 9	2,375 9.5	2,500 10
Professional Qualifications	10% 10	1,000 10	1,000 10	1,000 10
Total Proposed Price	30% 8	2,400 10	2,700 9	2,100 7
Client References	10% 10	1,000 10	1,000 10	1,000 10
	9,150	9,750	9,325	8,850

Name: Bill Anslow

RATING SHEET
RFP 2021-087
Architectural Design + Construction Administration + Construction Inspection
Highway Garage Facilities
Coeymans and Knox

	DELAWARE	LAMONT	LA BELLA	CR MALE
Bill	9.150	9.750	9.325	8.850
Lisa	9.300	9.750	9.350	8.500
Kevin	9.400	10.000	9.700	9.100
Totals	27.850	29.500	28.375	26.450
Average	9.283	9.833	9.458	8.817
Rank	3	1	2	4

RESOLUTION NO. 444

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED NOVEMBER 10, 2014, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,649,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,649,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/10/14

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the County's Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$8,484,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$8,484,000 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 \$8,484,000 to pay the cost of the capital project. As described in the Capital Plan, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County for such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$8,484,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.20(c), (d), and (e) of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and

apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$2,815,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$2,815,000 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 \$2,815,000 to pay the cost of the capital project. As described in the Capital Plan, the plan of financing also includes the receipt by the County of funding from federal, state, and local sources to pay the balance of any costs of the capital project and/or to reimburse the County of such costs initially financed by the County.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$2,815,000 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-trucks, light trucks and various other equipment, as further described in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$650,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$650,000 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 \$650,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$650,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

Section 4. The County is hereby authorized to conduct planning for future capital improvements relating to various Department of Public Works facilities, including, but not limited to, retaining a consultant to perform various building inspections on County owned Public Works facilities, including the salt domes, and provide a written report with recommendations for reconstruction, renovation or replacement, as further described in the County's Capital Program. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$700,000 and said amount is hereby appropriated therefor. The plan of

financing includes the issuance of an amount not to exceed \$700,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$700,000.

The periods of probable usefulness of the specific object or purpose herein authorized and for which \$700,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.62(a) 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 \$12,649,000 to finance said appropriation 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 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 50.00, Sections 56.00 to 60.00, Section 62.00 and Section 63.00 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) Based upon an examination of environmental assessment forms prepared by the Albany County Department of Public Works and the Albany County Department of Economic Development, Conservation and Planning, and based further upon the County's knowledge of the area surrounding the projects and such further investigation of the projects and there environmental effects as the County has deemed appropriate, the County hereby makes the following determination:

(1) (A) Except as provided below, the projects described in Section 1 constitute "Unlisted Actions" (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 which 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 the projects; and

(C) As a consequence of the foregoing, the County has decided to prepare negative declarations with respect to the projects.

(D) Notwithstanding the foregoing, the Highway Pavement Recycling Project and CR151 Highway Resurfacing Project described in Section 1 constitute "Type II actions" pursuant to 6 NYCRR 617.5(c)(4), and therefor 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) Except as provided below, the projects described in Section 2 constitute "Unlisted Actions" (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 which 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 the projects; and

(C) As a consequence of the foregoing, the County has decided to prepare negative declarations with respect to the projects.

(D) Notwithstanding the foregoing, the Groesbeck Road Bridge Replacement Project described in Section 2 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to this project.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Sections 3 and 4 constitute "Type II actions" pursuant to 6 NYCRR 617.5(c)(18), and (25), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

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:

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

(b) 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

(2) 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Ms. Benedict, Messrs. Beston, Bullock, Ms. Busch, Mr. Carman, Ms. Chapman, Messrs. Clay, Clenahan, Clouse, Commisso, Ms. Connolly, Messrs. Corcoran, Cotrofeld, Crouse, Dawson, Domalewicz, Ethier, Feeney, Higgins, Hogan, Jacobson, Joyce, Mss. Kinsch, Lockart, Mr. Mackey, Ms. Maffia-Tobler, Mr. Mayo, Ms. McKnight, Messrs. Mendick, Morse, Nichols, Reilly, Simpson, Stevens and Ward - 35.

Those opposed: - 0.

Resolution was adopted. 11/10/14

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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

August 30, 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 enter into an agreement with Kone, Inc. for a modernization of the existing six (6) passenger elevators at the Harold L. Joyce Albany County Office Building, utilizing Kone, Inc. award on the US Communities National Cooperative Contract EV2516.

The majority of components of the current elevators have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to modernize the existing elevators at a total cost of \$2,698,074.35 plus a 5% (\$134,925.65) Contingency Allowance encompassing any unforeseen work for a not to exceed cost of \$2,833,000.00.

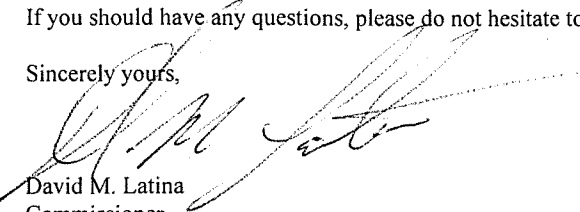
The cost of this project will be covered utilizing bond HHY3 pursuant to Resolution 446 of 2014 adopted November 10, 2014

These elevators are imperative to the daily operations of the building providing conveyance and handicap accessibility to all levels of the building. Only one (1) elevator will be modernized at a time. Each elevator has a projected completion time of twenty three (23) weeks.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is January 1, 2022 – December 31, 2026

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-2692, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Harold L. Joyce Albany County Office Building Elevator Modernization

Date: August 30, 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):

KONE Inc,
25 Post Road, Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 2,833,000.00

Scope of Services: Complete modernization of all six elevators to include controls, electrical and mechanical components. The majority of components of the current elevators at the Harold L. Joyce Albany County Office Building have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to modernize all six of the existing elevators. Only one (1) elevator will be modernized at a time. Each elevator has a projected completion time of twenty three (23) weeks.

Bond Res. No.: HHY3 - 446 of 2014

Date of Adoption: November 10, 2014

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: NA

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHY3

Appropriation Amount: 2,833,000.00

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) 1/1/2022 - 12/31/2026

Length of Contract: 4 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: 324 for 2019

Date of Adoption: 8/12/2019

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to enter into an agreement with Kone, Inc. for a modernization of the existing six (6) passenger elevators at the Harold L. Joyce Albany County Office Building, utilizing Kone, Inc. award on the US Communities National Cooperative Contract EV2516.

The majority of components of the current elevators of the building have far exceeded their useful life expectancy. The proposal provided by Kone, Inc. is to modernize the existing elevators at a total cost of \$2,698,074.35 plus a 5% (\$134,925.65) Contingency Allowance encompassing any unforeseen work for a not to exceed cost of \$2,833,000. 00.

The cost of this project will be covered utilizing bond HHY3 pursuant to Resolution 446 of 2014 adopted November 10, 2014

These elevators are imperative to the daily operations of the building, providing conveyance and handicap accessibility to all levels of the building. Only one (1) elevator will be modernized at a time. Each elevator has a projected completion time of twenty three (23) weeks.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is January 1, 2022 - December 31, 2026

**FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

**PART I
SPECIAL TERMS AND CONDITIONS**

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

- A. **Initial Term.** The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- B. **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- C. **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- D. **The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.**

Sec. 3. Purchase Orders

- A. **City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.**

- B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor’s proposal shall provide all work at the prices contained in Contractor’s Proposal that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis:
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone: (816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531-5523
E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

- A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.
- C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;
 - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the “Law”); and
 - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); and
 - c. the Annual Wage Order (Wage Order) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
 - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the “Prevailing Wage Requirements.” In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth the Subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s:
 - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City’s

“Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group and skill and the workers’ hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
 - c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.
 - d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the “Records.”
6. Contractor shall make all of Contractor’s and Subcontractors’ Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor’s office and shall provide the Records to the City electronically at City’s sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor’s cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor’s expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20’) feet, but the size of the lettering need not be larger than two (2”) inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
 10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
 11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
 12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516

Attachment B – Proposer Response dated June 8, 2018

Attachment C - Clarification Questions and Answers

Attachment D - Scope of Services revised per Clarification Questions

Attachment E - Facility Repair and Maintenance Contract Part II

i. Exhibit 1: City of Kansas City Special Requirements

ii. Exhibit 2: City of Kansas City Pricing Schedule

iii. Exhibit 3: National Pricing Schedule

iv. Exhibit 4: Participating Public Agency Service Level Agreement

Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

I hereby certify that I have authority to execute
this document on behalf of Contractor

Date:

Nov 19, 2018

By:

Title:

Senior Vice President

Date:

12/4/2018

KANSAS CITY, MISSOURI

By:

Cedric Rowan

Title:

Manager of Procurement Services

Approved as to form:

Assistant City Attorney

Attachment D: Scope of Services City of Kansas City/U.S. Communities Master Agreement #EV2516

Overview

The importance of consistently maintaining the Equipment in a safe, fully operational condition demands that the Supplier have an effective maintenance management program. Such a program includes pre-established and documented maintenance procedures and schedules which will insure reliable performance of elevators under regularly scheduled maintenance. Supplier will use a structured maintenance management program to deliver high quality service tailored to each specific unit's needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the Supplier in this scheduling system, which will be used to plan maintenance activities in advance. The Supplier will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Supplier will have an effective system of self-audit mechanism to insure designated tasks are completed as scheduled and will provide an annual written condition report covering each piece of equipment.

1. Any corrections found to be necessary within twenty (20) days of the termination of agreement or any extension thereof shall be the responsibility of the Supplier.
2. In addition to all of the specifications outlined in this Section, any and all items in the manufacture's literature concerning preventative maintenance and any other pertinent procedures must be performed according to the manufacturer's specifications and timelines.
3. All work shall be performed during regular working hours of regular working days unless otherwise authorized by the City Representative.
 - a) Contractor shall proceed with work when so requested and work continuously and diligently until completed.
 - b) Skilled tradesmen with a minimum of three years of field experience shall be provided to perform all work required under this Contract.
 - c) Contractor shall maintain direct communication capability with the City's representative 24 hours a day, seven (7) days a week, during the Contract period.
 - d) Emergency Work - Respond to the service location within two (2) hours of receiving notification from the City Representative.
 - e) Non-Emergency – Work shall be scheduled within three (3) working days of notification or as otherwise approved by the City's Representative.
 - f) City of Kansas City Aviation Department will receive Overtime Callback coverage on all units that are listed as Contract Type "A".
 - g) Contractor shall perform any and all work requested by City.
 - h) Conferences will be held at the request of City or Contractor.
 - i) The Scope of Services here will be extended to Participating Public Agencies, unless specifically altered in a properly executed end user service agreement.

4. OSHA Guidelines: The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.
5. For all operations requiring the placement and movement of the Supplier's equipment, Supplier shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to, or undue interference with, the movement of the public and City personnel. All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.
6. If any maintenance deficiencies are identified during the term of the agreement, KONE will work with Owner/Agency under the terms of the agreement to rectify in a timely manner. Contractor warrants and guarantees to the City that all equipment and materials to be furnished under this agreement are free from all defects in workmanship and materials. Contractor further warrants, guarantees and agrees to remedy all such defects and to replace at Contractor's expense and at no expense to the City any or all labor, transportation, part or parts of the equipment or materials to be furnished under this agreement which are or become defective due to such defects within twelve (12) months after new equipment accepted by customer, and 90-days from repair work completed by contractor.
7. If Owner/Agency elects to have a third party perform services on equipment covered under the Agreement, purchaser must promptly notify KONE in writing and provide KONE an opportunity at its own cost to inspect the equipment to ensure compliance with KONE and Industry Standards. Should it be determined that re-work, different or additional work is required, such work will be at purchasers cost. Owner/Agency waives all claims against KONE directly related to a third party's performance of services.
8. Defective Material: The successful Supplier shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the Supplier within seven (7) calendar days.
9. Standard Work Processes: The Supplier shall have in its possession written procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures will include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures will be made available to all Supplier personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation toward that goal.

Maintenance and Modernization Services to be Performed

1. The work required consists of providing elevator, escalator, wheelchair lift, chair lift, and walkway maintenance, modernization and repair services at various city-owned facilities in Jackson, Clay, Platte and Cass Counties.
2. Services shall include, but are not limited to:
 - a) Maintenance work orders for preventative maintenance to repair or replace equipment including inspections, adjustments, testing and replacement of parts, as herein specified, for the safe and smooth operation of the equipment
 - b) Oil and grease work orders to reduce wear and prolong the useful life of moving parts of equipment through proper lubrication on an as-needed basis.
 - c) Emergency repairs on short notice may be required in order to restore facilities to full operating condition.
 - d) Provide all necessary equipment and supplies.
 - i. All parts used in full maintenance shall be manufactured by or approved by the manufacturer of the equipment being serviced and shall be compatible with original equipment. The Contractor shall furnish all products, materials, or parts necessary for the completion of work or required by applicable codes and shall furnish lubricating oils and greases of proper type and weight, rope preservative and wiping cloths. All materials and parts shall be provided in accordance with the requirements herein specified for the maintenance of all elevators and escalators listed. The contractor must own and maintain in stock, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each piece of equipment. Spare parts shall be genuine manufacturers' parts designed for the equipment on which they are to be used. No substitutes shall be permitted. The Contractor shall maintain an up-to-date inventory of all spare parts by part number.
 - ii. Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for microprocessor equipment used in the elevator systems.
 - iii. Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.
 - iv. Contractor's service technicians shall carry diagnostic equipment designed to analyze programming and microprocessor functions and malfunctions.
3. Contractor shall provide a list of planned PM service visits if requested by customer/agency. This list will include the equipment and specific maintenance modules that are scheduled to be performed no less than 1 month in advance of the scheduled PM service visit. If additional schedule requirements are required, KONE will work with said agency locally on a mutual agreeable arrangement.
4. Contractor shall prepare an Asset Management Plan (AMP) for each piece of equipment covered by this contract. The AMP shall identify regularly scheduled tasks and recommended repairs and upgrades for each Department's review. The AMP will cover the initial term of the contract, allowing

each Department to plan and budget for maintenance and upgrades in a proactive manner. The AMP should also include the likely remaining life/usefulness of the equipment.

5. KONE will conduct a survey of customer's equipment prior to taking on any piece of equipment when awarded a new contract from our competition by a participating public agency. We will also work with the agency in coordinating an Asset Management Plan that identifies existing condition and state of equipment, recent and upcoming code changes, advancements in technology, and improvements that can be made in ride quality for their customers over a 5-year period.
6. In preparation for annual inspections, Contractor will work with each Department to review possible concerns and schedule repairs in advance of inspection.
7. In addition, the following scenarios provide a billable call and will be billed in minute long increments:
 - a) Technician answers the trouble call to find the elevator keyed off in some manner by the building (independent service, fire service, etc.).
 - b) Technician answers a call outside his normal maintenance to replace a light bulb in the elevator fixtures.
 - c) Technician answers a call to find debris in the elevator door sill causing the elevator malfunction.
 - d) Technician answers a call to find the elevator doors are timed out due to passengers holding the doors open too long and/or because the elevator infrared edge is dirty.
 - e) Special requests for services to be performed on overtime.
 - f) Code, insurance or local code authority required changes or additional testing required that happen during the contract period.
 - g) Callouts – running on arrival where no technical issues are found (false alarms).

Class "A" Complete Preventative Maintenance

1. Contractor will provide complete maintenance on the following equipment as described herein. Complete maintenance includes providing systematic examinations, cleaning, lubrication, adjustments, and when conditions warrant, repair or replacement of parts.

The work to be performed by the Supplier under the specifications shall consist of furnishing all material, labor, supervision, tools, supplies, and other expenses necessary to provide full service and preventative maintenance services, and repairs of every description, including inspections, adjustments, test and replacement parts as herein specified.

The Supplier shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following basic and major components as well as all other mechanical or electrical equipment, including, but not limited to, the following items. Supplier shall include as a part of its response any additional components that it considers a part of preventive maintenance.

1. HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room and hoistway, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

2. TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

3. ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

4. WALKWAYS (Class “B” Coverage)

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

5. WHEELCHAIR LIFT (Class “B” Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

6. CHAIR LIFT (Class “B” Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

7. PLATFORM LIFT (Class "B" Coverage)

Periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components.

Re-lamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

8. DUMBWAITERS (Class "B" Coverage)

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

Class "B" Examination, Oil and Grease Service

1. Refer to previous applicable descriptions of work and materials required.
2. Examine equipment herein described using skilled maintenance mechanics, with a minimum of three years of field experience, under contractor's supervision.
3. Service shall include labor and all related expenses necessary for providing monthly examinations, oil and grease service of elevators including but not limited to cleaning and oiling machine, motor, signal devices, interlocks and controller, greasing or oiling guides, necessary minor adjustments at time of regular examinations and furnishing necessary lubricating oils and greases, rope preservative, and wiping cloths.
4. All Class "B" work is to be performed during regular working hours of regular working days of the elevator trade.

Modernization

1. Supplier shall offer a complete range of repairs and upgrade solutions ranging from any improvement, modification, renovation or additional equipment or features added or made to existing elevators, escalators, walkway, wheelchair lift, chair lift, platform lift and dumbwaiter equipment to

better the performance, safety, cosmetic appearance or to meet any new code (building or equipment) requirements, local jurisdiction requirements, insurance requirements or to repair any equipment that may need to be modified or replaced due to obsolescence, flood, fire, any damage done to equipment for any reason, part failure, misuse or age. Examples include, but are not limited to, new or updated controllers for all types of equipment, new or updated signal fixtures for all types of equipment, new hydraulic jack, machine or pump unit modifications or replacements, new or modifications to elevator cab interiors, new door edges, new valves, new ropes, new or modified door equipment, new or modified car door operators, new or modified hoistway doors or equipment, ADA upgrades, any code upgrades, and escalator or walkway steps or pallets, complete replacement (except for truss) and handrails.

2. Supplier shall examine the existing equipment, determine condition of any retained components; space conditions, power supply, mainline disconnect, and make any surveys necessary to repair and/or upgrade and modernize equipment.
3. Any retained components are to be examined, cleaned, and adjusted as necessary.
4. Supplier shall provide temporary screens between equipment before work starts and remove at completion of project.
5. City has the first right of refusal to retain any equipment components that are to be removed and modernized with new equipment. All removed components shall remain property of the City, until the City notifies the Supplier, in writing, of removed components that City would like to retain. All remaining equipment not to be retained by the City or reused by the Supplier shall be promptly removed from the building by the Supplier at no cost to the City, and become the property of the Supplier. The Supplier shall make every attempt to recycle removed equipment. The Supplier shall correct any damage to building surfaces and surrounding areas if damaged during the removal of this equipment at no cost to the City.
6. Supplier shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant repair, upgrade or modernization.

Work Sequence

1. Contractor shall coordinate with the building manager of each facility listed prior to performing any work specified in the contract. All work shall be done in sequence and at times which will cause the least amount of interruption of normal activities and will not endanger the normal security of the facility or the safety of personnel.

Emergency Call Back Services

1. The contractor shall maintain the following communication capability with the City for responding to emergency call back service requests:
 - a) Provide 24-hours a day, seven days per week, emergency call back service which consists of responding promptly to service requests from the City's authorized representatives made by telephone or other means.
 - b) Provide emergency service within two (2) hours of service request unless otherwise directed by the City's representative.

2. "Emergency call back" is defined as a request from the City to the contractor, to service a specific piece of equipment, to correct any problem and/or condition, which, in the City's opinion, needs attention immediately or before the contractor's next scheduled preventative maintenance visit.
3. Emergency call back service shall be limited to repairs or adjustments required to restore equipment to safe and reliable service in cases where a shut-down emergency develops between regular examinations.
4. Contractor will, at no additional charge to the City, provide emergency call back service during the regular working hours of the elevator trade on all equipment covered by Class "A" Complete Maintenance.
5. The City will pay for emergency call back services in accordance with the rates set forth in Attachment 1.
6. Any repeat call backs for the same elevator problem will not be paid for by the City.

Records

1. The Supplier will have an established record keeping system. The documentation system will include all reports of elevator service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. These records will also be kept on an individual unit basis.
2. Supplier will keep archived a maintenance history, used by the technician to record completed work. The maintenance history must indicate the last completion date for each procedure by unit. The history shall be maintained throughout the life of the contract so that procedures completed in years prior to the current year are properly documented.
3. City and any Participating Public Agency can access work order summaries through the KONE Online Portal. In addition, automatic email notifications can be provided upon request.
4. Supplier shall maintain in the elevator, escalator or walkway machine room all maintenance records in accordance with the requirements of ASME A17.1, 2004, Item 8.6.1.4.
5. At any other time, at the City's request, Supplier shall provide the City with additional copies of its standard Customer report of repairs, tests, and service calls for the units, listed per unit.
6. Plans and documents shall be updated with any changes made and shall remain in possession and ownership by the City. Documentation shall include all programming changes and modifications to protect the reliability of the documentation.
 - a) The individual manufacturer's "Field Service Manuals" for elevator and escalator installation and maintenance are on site with the controller as required by Code.
 - b) Contractor shall provide and keep current an approved chart, posted in the elevator mechanic's room, indicating the status of all servicing and maintenance work performed and shall indicate date work was performed.
7. In addition to phone service requests, Supplier shall provide an online service to allow City direct access to KONE Online from a personal computer. The Supplier shall provide instructions and

training on how to use the system. KONE offers KONE Care Center 24/7, KONE Online, KONE Mobile and Automatic email notification to assist in placing and monitoring service calls to communicate with all customers. After a service call is placed or registered via KONE Online, Service Center Agents can provide the most up to date ETAs. Our KONE Mobile app provides a notification when technicians arrive, complete work and depart your site.

8. At a minimum, the Supplier's online system will be able to provide the following:
 - a) 12 month rolling history of callback data that will show dates, times, reported problem and resolution. Data will be "live" to show status of call (received, dispatched, onsite, done)
 - b) Mean Time Between Callback data on a per property and per unit basis
 - c) 6 month history of all visits to the property including those for maintenance, callbacks, testing, and repairs.
 - d) Local sales representative and superintendent contact information.
 - e) Generate e-mails to the City for callback notifications, summary of callbacks (either weekly, monthly, quarterly, or annually).
 - f) Indicate if equipment has remote monitoring.
 - g) Data shall be able to be downloaded in to excel or pdf format,
 - h) Prior to contract start, the Supplier shall provide the Internet web address, and instructions and training on how to use the system.

Contractor Responsibilities

1. Prepare binding project specification/cost estimate for each project requested by the City, at no cost to the City.
2. Provide labor and equipment within seven (7) days of notification to proceed, unless an alternate time is authorized by the project manager.
3. Supply all personnel, equipment, supplies, and services to complete the requested project.
4. Exercise best professional judgment in performing the contract services (and shall be liable for any loss incurred by the City resulting from failure to meet standards).
5. Perform this contract in compliance with all applicable present and future federal, state, and local laws and regulations.
6. Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract documents.
 - o Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
 - o Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor.
 - o Contractor shall be responsible to see that the completed work complies accurately with the Contract documents.

- At all times during the progress of the work, Contractor shall assign a competent resident superintendent of the work.
 - The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor.
 - All communications given to or received from the superintendent shall be binding on Contractor.
 - If it is determined to be in the best interest of the work, Contractor shall replace the project manager, resident superintendent or any other employee of the Contractor, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
7. All materials shall be of good quality as provided in the Contract documents.
- All warranties and guarantees specifically called for by the Contract shall expressly run to the benefit of City.
 - If required by City, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
 - All materials shall be stored, applied, and used in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract documents.

Site Inspections

1. The City reserves the right to make site inspections and/or take samples at any time on an unannounced basis for the purpose of verifying the accuracy of services, procedures, and/or documentation applicable to the contract.
2. The Contractor shall call for and schedule all required Inspections for Permitted work as required by Chapter 18 of the KCBRC and corresponding ASME Standards.

Authorization to Work

1. Work Orders

- a) Contractor will receive work orders by telephone, electronic mail or facsimile from the City's Representative to perform maintenance work.
- b) If Contractor determines the maintenance work order will exceed \$5,000, a written not-to-exceed proposal may be requested, with a proposed number of calendar days required to perform the work. Work on such maintenance Work Orders shall not begin until written authorization is given by the City's Representative. Proposals shall include but not be limited to the following:
 - i. Include this Contract Number.
 - ii. Itemize all anticipated site expenses including all material and labor costs based on the applicable prevailing wage rates.
 - iii. Include proposed number of Calendar Days required to complete the ordered work.
- c) Samples, product information, and manufacturer's warranty information shall be submitted when requested by the City's Representative.

- d) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

2. Emergency Work

- a) Contractor will receive work Orders by telephone, electronic mail or facsimile from the City's Representative to perform emergency work. The Contractor will be given a Work Order number.
- b) If, after being dispatched to perform emergency work, the Contractor determines that repairs totaling \$5,000 or more are necessary, that fact shall be reported to the City's Representative. A written proposal may be required at the discretion of the City's Representative before the work is performed
- c) Contractor's written proposal, if required, will serve as a maximum not-to-exceed cost amount and include the number of estimated work hours and total repair cost.

3. Not-To-Exceed Proposals

- a) Contractor shall submit a written not-to-exceed proposal as required and when requested by City's Representative.

4. Stop Work Orders

- a) The City reserves the right to verbally order that all work cease on a project at any time.
- b) The individuals authorized to issue verbal work stop orders are:
 - City's representative
 - City Risk Manager
 - The City will be obligated to pay for supplies used and service performed up to the stop work order.

Job Site Administration

1. The contractor or a duly authorized project manager acting for the contractor shall continually be present at the site of the work while work is in progress for the duration of the project.
2. The Contractor's representative or service tech will contact the designated representative for the facility upon arrival and also before leaving the site. Before leaving the site, a debriefing of the work done, findings of the equipment and any additional work needed will be reported to the City representative. A written summary of these points will, also, be submitted. The Contractor representative will confirm if the equipment is in service or is out of service. If the equipment is left out of service, an explanation of why, what work needs to be done to make it operational again, and anticipated time frame to complete the work will be covered in the debriefing.

3. Contractor will meet with representatives from each Department individually on a quarterly basis, or as requested by the Department, to review status of service, concerns, upcoming repair schedule, recommendations for repairs/upgrades, etc

Rental Equipment

1. Contractor shall obtain prior approval from the City's Representative to rent equipment other than that required to be provided. Contractor will not be reimbursed for unauthorized rental equipment.
2. Should the need arise for special equipment, other than that required to be provided in the hourly rate, and special equipment must be rented, the reimbursement shall be at cost with no markup. If Contractor owns such equipment, reimbursement will be made to Contractor for use of the equipment at a rate determined by the average rental rates available in the area.

Use of Site

1. During execution of Work, all areas of all buildings shall remain occupied except those where work is actually being performed.
2. Contractor shall confine Contractor's equipment, the storage of materials and equipment, and the operations of workers to the site and other areas identified in and permitted by the City.
3. Contractor shall not unreasonably encumber the site and the other areas with equipment or other materials or equipment.
4. Contractor shall cover or otherwise protect equipment which is not feasible for City to remove from areas during work.
5. The Contractor shall provide protective padding, tarpaulins, and other material as necessary to ensure existing floor, wall, and ceiling finishes not included in the work are not damaged.
6. Contractor shall assume full responsibility for any damage to the site or the other areas, or to the owner or occupant thereof, or of any adjacent land or areas, resulting from the performance of the work.
7. During the progress of the work, Contractor shall keep the site and the other areas free from accumulations of waste materials, rubbish and other debris resulting from the work.
8. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from Site and other areas as well as all tools, appliances, construction equipment and machinery and surplus materials.
9. Contractor shall leave the site clean and ready for utilization or occupancy by City at completion of the work.
10. Contractor shall restore to all property not designated for alteration by the Contract documents to its pre-work condition.

Labor Compensation

1. Hourly rate will be paid to the Contractor for each workman while on the job site only. US Communities participating agencies will not be expected to pay additional travel expenses (i.e. mileage, fuel, vehicle expense, etc.) outside of the standard hourly billing rates provided. For work

not covered under the Agreement, the travel time will be charged based on the hourly billing rate schedule – billed portal to portal for actual travel time per IUEC (International Union of Elevator Contractors).

2. For purpose of billing for labor used for work performed under this Contract, the Labor Compensation shall be the applicable hourly wage on the trade or craft that applies.
3. The hourly labor includes the following items and the City shall not be liable for or bill separately for same.
 - Contractor-owned usual and customary tools, machinery and equipment, including operating expenses, for the types of construction, maintenance and repair specified herein, including but not limited to:
 - Service trucks and all related expenses.
 - Normal expendables
 - General Conditions including Insurance and Bonds
 - Office expenses
 - Profit and other overhead

Invoices

1. Contractor shall invoice the City for each completed Work Order referencing Purchase Order Number.
2. Invoices must include but not be limited to the following information:
 - Work/Task Order Number if applicable.
 - Description of Work performed with exact location(s) including Facility Code Building Location if listed on the chart below.
 - Total hours worked by each trade and applicable hourly wage rate bid.
 - Invoices will include breakout of material expenses and labor.
 - Total of all itemized costs and when applicable, the lump sum not-to-exceed proposed costs.
 - Landfills receipts, if applicable. Reimbursement for landfill fees shall be at the Contractor's cost plus 10%.

Airport Security Requirements

1. Contractor shall comply with all airport security requirements at those locations.
2. Contractor shall comply with Transportation Security Administration ("TSA") Background Check. Each employee of the Contractor engaged in furnishing the described services shall be subject to a criminal history records check as required by the TSA. The Contractor shall pay a \$35.00 fee for each employee for fingerprinting and background processing and a \$100.00 security deposit for each badge issued. The security deposit is returned when the badge is surrendered or at the completion of the contract. Additionally, each employee performing services on site shall attend required Security Identification Display Area ("SIDA") training and comply with all applicable security rules and regulations.
3. Restricted Areas/Security. Contractor will be responsible for complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any

federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with all applicable provisions of the Transportation Security Administration ("TSA") Regulations, 49 CFR Part 1542 (and Part 1544 if Lessee is an Air Carrier), TSA Security Guidelines for General Aviation Airports, and Aviation Department Policy on Passenger Carrier Flights at Charles B. Wheeler Downtown Airport, or as it may be amended or superseded, City has adopted a Security Plan for the Airport approved by the TSA pursuant to Transportation Security Regulation ("TSR"), Part 1542. Contractor agrees to be bound by and follow the Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSR, Part 1542. In the event Contractor, its officers, employees or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City by the TSA.

The City's preventative maintenance plan calls for a service technician to be assigned full time to the airport project site to perform preventative maintenance on the equipment. The service technician will be responsible for the maintenance, repair and testing of all the elevator and escalator equipment at the project.

Inspections, Tests and Reports

1. Contractor will perform all required tests, including an annual safety test for all elevators and escalators and the five (5) year full load test for the electric elevators, performed in the presence of a City Codes inspector and State inspectors. Contractor will perform a pressure relief test and a yearly leakage test on hydraulic elevators as required by the A.S.M.E. A-17 .1 code. Tests shall be performed as required by the American National Standards Institute (ANSI), as referenced herein.
2. Testing of all safety devices and governors shall be completed as required by the American National Standards Institute (ANSI), 2010 edition, Section 17.1 and Section 17.3, as adopted under the code of general ordinances for the City of Kansas City, Missouri, and at regular intervals not exceeding one (1) year. The contractor shall promptly correct any defects that may be found in the testing and examining of safety devices.
3. The specific dates and times of visits shall be scheduled to the mutual satisfaction of the Contractor and the Public Agency's maintenance providers. Unless otherwise requested, all testing should be performed during normal business hours.
4. After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer's recommendations. Equipment shall not be placed in service until all tests, checks and adjustments are complete and equipment is in proper working condition. The Supplier shall not be held responsible for any damage to the building and equipment caused by the test, unless such

damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Supplier.

5. Supplier shall perform annual test of Firefighter's Service features on each elevator with such features as outlined in ANSI A17.1 Code, and shall provide monthly tests of this Firefighters service when local code requirements necessitate such testing to be performed by elevator service technicians.

EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, transporter, treater or disposal facility as those

terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal

B. ELEVATOR & Dumbwaiters

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

C. ESCALATOR AND POWERWALK

1. Refinishing, repairing, replacing or cleaning balustrades, pits, pans; sideplate devices; decks; skirt panels; anti-slide devices; brushes; guards and damage or deterioration to skirt deflector brushes. KONE is not obligated to perform an escalator cleandown, or do any work to bring the equipment in compliance with the escalator step/skirt performance index or loaded gap values required by code. Purchaser will use the escalators for the sole purpose of transporting passengers.

OBSOLESCENCE

Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, such component has been installed 20 or more years, or any reputable third party parts provider no longer supports or has available in stock in the same form, fit and equivalent operation/function. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.



KONE MODERNIZATION PROPOSAL

Proposal: 112 State Street - Modernization
Proposal Date: 08/12/2021



Commissioner David Latina
Albany County Department of General Services
112 State Street
Albany, New York 12207

08/12/2021

KONE Inc.
Elevators & Escalators

25 Post Road
Albany, NY, 12205
Mobile +1 15185424685
Work +15184640002
andrew.dinovo@kone.com
www.kone.us

Dear Commissioner Latina,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **\$2,698,074.35** (excl. tax):

112 State Street
Albany, New York 12207

- This proposal is based on 2022 installation.
- This proposal is valid for (90) days.
- Anticipated downtime: 23 weeks per unit for modernization + 1 weeks for inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Andrew N. DiNovo, Sr. Sales Executive

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Appendix 1: KONE 24/7 Connected Services

Appendix 2: Clarifications

Appendix 3: Bid Attachment "A" / KONE Inc. General Terms and Conditions (Modernization)

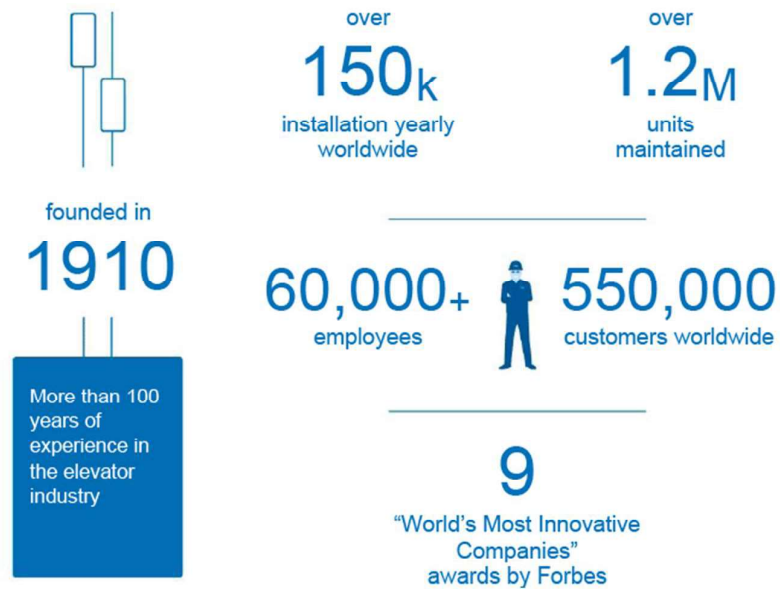
Appendix 4: Bid Attachment "B" / Site Requirements & Work by Other Trades

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



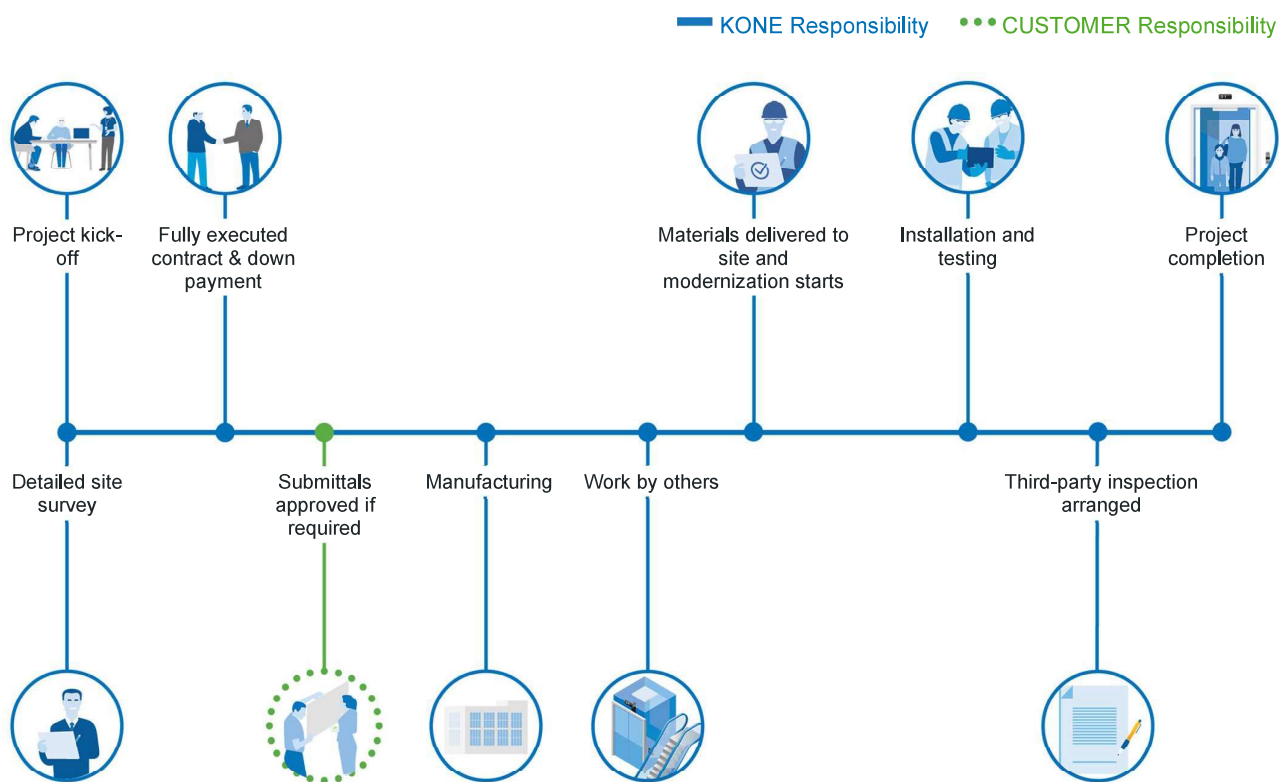
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1

Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2

Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

3. Your solution

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	153 ft 8 in
Number of floors	14 floors / 14 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	153 ft 8 in
Number of floors	14 floors / 14 front openings / 0 rear opening

Rated load	2500 lbs
Rated speed	600 fpm
Travel height	139 ft 8 in
Number of floors	13 floors / 13 front openings / 0 rear opening

Doors

Door Panel(s)

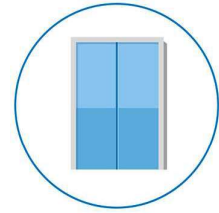
New door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 1/2 hour.

Curtain of Light

The elevator car shall be equipped with an electronic protective device extending the full height of the car. When activated, this sensor shall prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors shall remain open as long as the flow of traffic continues and shall close shortly after the last person passes through the door opening.

GAL Door Equipment

A new car door operator shall be installed and arranged to automatically open and close the car door panel. The opening and closing shall be made smoothly and shall be cushioned at both final limits of travel. The door operator shall be arranged so that, in the event of a power failure of the operating circuits, the car doors cannot be readily opened by hand from within the elevator cab. The elevator shall not be able to move away from a landing until the car door panel is fully closed. The car door shall be equipped with a contact, which will prevent operation of the car unless the car door is closed. The contact shall be of the approved type and tested as required by code.



Electrification

KONE ReSolve

KONE ReSolve is a modular modernization solution for elevator control and electrical systems, based on the latest in control technology. This replaces outdated technology such as relays and older electronic systems, improving the levels of performance, reliability, safety and energy efficiency of your elevator. The modular structure of KONE ReSolve is designed to correctly interface with many types of existing elevator components, thus ensuring a swift, trouble-free installation for the building users.

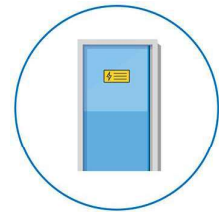
A new microprocessor-based control system shall be provided to perform the functions of safe elevator motion. Included shall be all of the hardware required to connect, transfer and interrupt power, and to protect the motor against overloading.

The control for the hoist motor will be by means of a solid-state drive system. The system will be a controlled pulse-width modulated AC vector drive. The variable voltage variable frequency drive will convert the AC power supply using a two-step process to a variable voltage variable frequency power supply for use by the hoist motor. Varying the frequency and voltage of the motor will automatically and continuously control the speed, acceleration and deceleration. The system will be closed loop.

Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system down time. All high voltage (110V or above) contact points inside the controller cabinet shall be protected from accidental contact in a situation where the controller doors are open. The microprocessor-based control system shall utilize on-board diagnostics for servicing, troubleshooting, and adjusting without requiring the use of an outside service tool.

Monitoring

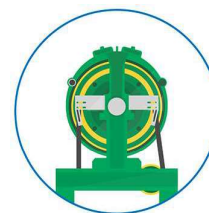
A monitoring system that will continuously monitor the elevator system operation shall be provided.



Machine/motor

MX Machines

A new AC Gearless machine, with permanent magnet synchronous motor, direct current electro-mechanical disc brakes and integral traction drive sheave shall be provided. Brake shall be spring applied and electrically released and designed to hold car at the floor level after coming to rest. The drive sheave shall be accurately turned and grooved for the quantity and size of hoist ropes applicable to service.



Shaft equipment

Comp. Ropes & chains

New compensation (ropes or encapsulated chain) as required.

Guide shoes

New roller guide assemblies shall be provided.

Governor

The car safety will be activated by a new speed governor located overhead, driven by a governor rope suitably connected to the car safety. The governor will be equipped with rope grip jaws designed to clamp the governor rope so as to actuate the car safety upon a predetermined over speed downward. The governor will be set at not less than 115% of specified rated car speed and not more than the maximum governor tripping speed specified in the code for the specified rated car speed.

The rope grip jaws must be positively tripped within the permitted range of speed. The governor rope-tripping device will be so designed that no appreciable damage to or deformation of the governor rope will result from the stopping action of the device in operating the car safety. The governor over speed switches will conform to ANSI A17.1 code requirements and be so located and enclosed that excess lubricant will not enter the switch enclosure.

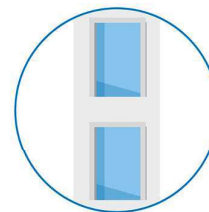
Upon activation of the safety switch, the switch will remain in the open position until manually reset. The governor will be accurately adjusted and sealed with tripping speed specified. Date tags indicating the test date will be applied.

Traction Ropes

New hoist cables shall be provided. The hoisting cables will be designed for elevator service, compatible with the hoist machine, and having a factor of safety at least equal to that specified in the ANSI code.

Governor Ropes

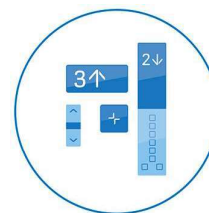
A new governor cable(s) compatible with the specifications for the new governor will be provided. The governor cable is to pass over the governor sheave and under a weighted tension device at the bottom of the hoist way. During normal operation of each elevator, the governor rope will run free and clear of the governor gripping jaws, cable guards and all other stationary parts. A metal tag will be attached to the top of the car-releasing carrier, giving the diameter, material of cable, and with date of cable installation. Tags will be attached in an approved manner.



Fixtures

Custom Fixtures

New signalization shall be provided as required.



Solution details

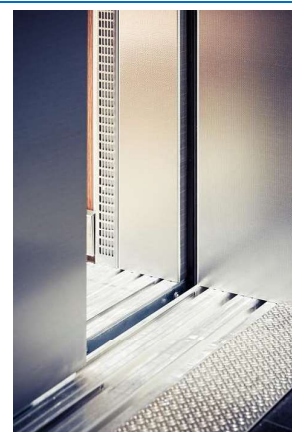
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

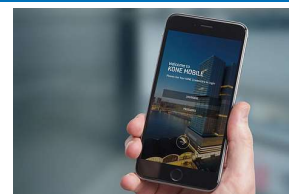
Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Interim dispatching	KONE MDE 3000 interim dispatching shall be provided. MDE 3000 modernization interface system bridges the gap during the modernization process allowing new KONE controls and existing old controls to work in parallel. Calls are allocated first to modernized elevators. MDE 3000 enables owners, property managers and tenants the choice of KONE Destination prior to the first elevator being removed from service for modernization or after the first elevator has been completely modernized.
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torqueing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Product name Monitoring

NEMA rating (MR)	Machine room rating is NEMA 1.
Qty of COPs	1
Monitoring type	KONE E-Link enables you to monitor your elevator and escalator systems in one or several buildings from a single location. It is a full-featured facilities management tool designed to ensure the best possible tenant service quality, reliability and efficiency of the elevators and escalators in our building. KONE E-Link can be utilized as a standalone supervisory tool to enhance the management of virtually any type of installations, new or existing.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name Custom Fixtures

Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	12
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

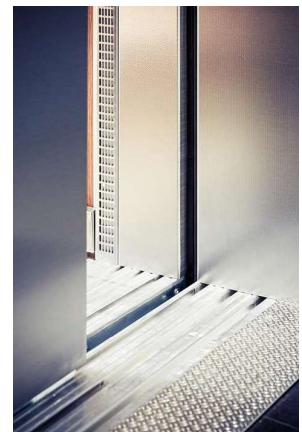
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	14
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	13
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

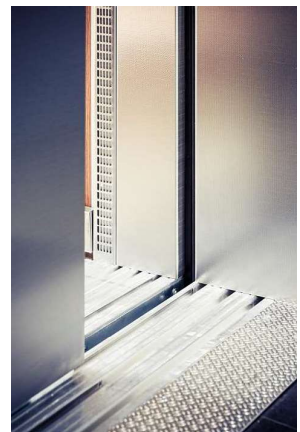
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

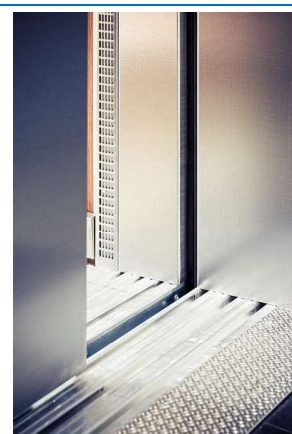
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

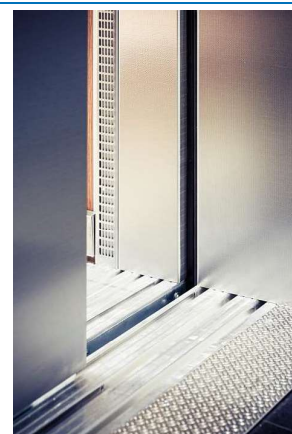
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	13
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

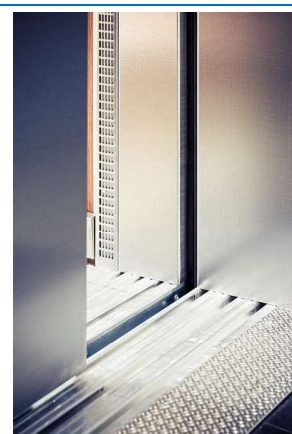
Elevator / Solution 1

Doors

Product name	Door Panel(s)
Car panel finishing material	New car door panel(s) shall be provided where applicable. New door(s) shall be UL fire rated 1 ½ hour. Finish will be #4 stainless steel.
Door type	Two speed side opening.



Product name	Curtain of Light
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
Type of curtain of light	This curtain of light is an electronic sensing device that operates across the car entrance. When activated, the curtain of light will prevent the doors from closing or cause them to stop and reopen if they are in the process of closing. The doors will remain open as long as the flow of traffic continues and will close shortly after the last person passes through the door opening. A 3-D type will be provided.



Product name	GAL Door Equipment
Elevator group size	6, Six car group
NEMA rating (HW)	Hoistway rating is NEMA 1.
Car Hanger and Track	A new car hanger and track will be provided.
Door type	Two speed side opening.
Hatch Door Closer	New hatch door closers will be provided at the specified number of openings.
Hatch Door Drive and interlock	New hatch door drives and interlocks will be provided at the specified number of openings.
Interlock Mounting Brkt	No

Electrification

Product name KONE ReSolve

Elevator group size	6, Six car group
Code year	2016
NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
Power supply voltage [v]	208
Emergency power	Emergency power operation has been included.
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine room duct	KONE will remove all existing wiring, conduit and duct from the machine room. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes).
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of lobby/fire panels	1
Traveling cable(s)	Existing traveling cable(s) will be removed and replaced with new traveling cable.
Drive size	KDM90
Loadweigh device	A loadweigh device will be provided which will continuously monitor the load in the elevator car. The loadweigh device provides information necessary for the Bypass Load Feature and the Overload Feature to operate. The loadweigh device is also used to provide pre-torquing so higher performance can be achieved.
Voice annunciator	Logic will be provided for factory-programmed speech synthesizer that issues spoken messages including floor arrivals, car departures and safe use of the elevator.



Machine/motor

Product name MX Machines

Elevator group size	6, Six car group
NEMA rating (MR)	Machine room rating is NEMA 1.
New roping ratio	1:1
KONE MX machine type	MX18
Machine Room Location	Overhead
Machine/overhead beams	No



Shaft equipment

Product name Comp. Ropes & chains

New roping ratio	1:1
Compensation type	New Whisper-Flex style compensation will be provided to ensure proper counter balance in accordance with application criteria.
Compensation quantity	2
Guidance system	Yes
Hoist cable diameter	13 mm
Qty of hoist cables	6

Product name Guide shoes

Car guide dust covers	Yes
Car guide shoes adapters	Yes
Car guide shoe type	Elsco Express 6 (Roller)
Counterweight guide shoes adapters	Yes
Cwt guide dust covers	Yes
Counterweight guide shoe type	Elsco A (Roller)

Product name Governor

NEMA rating (HW)	Hoistway rating is NEMA 1.
NEMA rating (MR)	Machine room rating is NEMA 1.
Type of governor(s)	Car
Tension weight	For car

Product name Traction Ropes

New roping ratio	1:1
Hoist cable diameter	13 mm
Qty of hoist cables	6
Machine Room Location	Overhead
Shackles	New shackles will be provided.



Product name Governor Ropes

Governor rope	A new traction steel governor rope of appropriate size to ensure proper operation will be provided. As a minimum, the governor rope will comply with the factor of safety requirements of the ASME A17.1 safety code for elevators.
Governor rope diameter	1/2 in

Fixtures

Product name	Custom Fixtures
Card reader provisions	Controller will be equipped with card reader interface logic.
Qty of COPs	1
Qty of new hall stations	13
Qty of retained hall stations	0
Qty of hall call lockout switches	0
Qty of new hall lanterns	12
Qty of new hall lantern/position indicator combos	1
Qty of retained hall lantern/position indicator combos	0
Qty of retained hall lanterns	0
Qty of new hall position indicators	0
Qty of retained hall position indicators	0
Qty of car direction lanterns	0
Qty of lobby/fire panels	1
Qty of retained lobby/fire panels	0
Qty of car call lockouts	0
Qty of hoistway access switches	2

4. Commercial Offer

Project notes

This project includes a new Cab Interior allowance of \$25,000.00 per elevator cab and interior and ceiling will be selected by Albany County's representative. The site preparation responsibilities and storage of materials will be coordinated with the Albany County representative.

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is **20 weeks** from order receipt, deposit and approval of drawings. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

Approximately 23 weeks per unit. It is expected that KONE will coordinate the project consisting of 2 elevators at a time. Upon successful final acceptance turnover, then the next 2 will begin, etc..

Warranty/maintenance

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Pricing



Equipment	Shaft equipment	Fixtures	Machine/motor	Doors	Electrification	Price (\$)
Elevator: Solution 1	•	•	•	•	•	\$ 489,841.98
Elevator: Solution 1	•	•	•	•	•	\$ 446,196.35
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22
Elevator: Solution 1	•	•	•	•	•	\$ 446,196.35
Elevator: Solution 1	•	•	•	•	•	\$ 438,613.22

Total Sales Price, net excluding TAX \$ 2,698,074.35

Additional Options for your Consideration

Alternates	Price excl. tax
Alternate 1	\$X,XXX.XX
Alternate 2	\$X,XXX.XX
Alternate 3	\$X,XXX.XX
Alternate 4	\$X,XXX.XX

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program utilizing the Terms and Conditions of the City of Kansas City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) ("Contract"), together with those terms and conditions contained in this Exhibit 4 (collectively, "Service Agreement"). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.



5. Tender Approval

KONE

Andrew Dinovo
25 Post Road
Albany, NY, 12205
andrew.dinovo@kone.com

Owner/Representative

Commissioner David Latina
ALBANY COUNTY
112 State Street
Albany, New York 12207

Submitted by:

Andrew Dinovo
Sales Executive
08/12/2021

We accept the offer constituted by this proposal (total sales price of \$2,698,074.35) and agree to the conditions contained therein.

Approved by Customer

Printed name:
Title:
Company name:
Date:

Appendix 1: KONE 24/7 Connected Services

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



In addition to a quality modernization project, we would be excited to discuss KONE 24/7 Connected Services with you and the continuing benefits KONE could bring to your business. KONE is leading the industry with KONE 24/7 Connected Services using the latest intelligent elevator technology allowing us to predict issues and take action before a shutdown occurs. Predictive maintenance allows fewer shutdowns, less call-outs, and improved up-time of equipment - all leading to a better user experience!



Read more at
kone.us/connected

Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments “A” and “B”.
2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.
9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.
11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included, but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE’s control, Customer shall store the Equipment at Customer’s cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in-place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made and, in the case of suspension or termination for non-payment, the parties agree that KONE may retake possession and remove any or all of KONE's works, Equipment or apparatus without material damage to the property and irrespective of the manner in which the same is attached or affixed. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent. KONE shall not provide any information such as KONE's internal manuals, manufacturing drawings, source codes, or other proprietary and confidential information, all of which are excluded from the Proposal.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. The insurance requirements contained in the wrap up insurance program's manual shall govern as the only insurance requirements for this Project. In the event that the wrap up insurance program is terminated before completion of KONE's Work, KONE will provide its standard insurance certificates which shall satisfy the insurance requirements for this Project. This shall apply to the project specific Wrap Up Insurance Program's Manual and any applicable enrollment documents. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or other similar means), or a change in law that imposes tariffs on raw materials or finished goods.

21. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE’s requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.

Memo

To: David Latina, Commissioner, Department of General Services
From: Michael Martin PE, Director, Facilities Engineering Division
Cc: Karen Storm, Purchasing Agent
Date: August 30, 2021
Re: **Harold L. Joyce Albany County Office Building at 112 State Street:
Elevators Modernization Project**

Recommendation for Award to KONE Inc.

Commissioner Latina,

As you are aware, the Albany County Department of General Services and Facilities Engineering Division and have solicited proposals for the **Modernization of the existing six (6) passenger elevators at the Harold L. Joyce Albany County Office Building at 112 State Street**. KONE's proposal utilizes their US Communities Program bound to the terms and conditions of the City of Kansas City Master Contract Reference GENRL-EV2516. The Facilities Engineering Division has received and reviewed KONE's proposal for conformance and completeness.

Attached is their proposal for your use. After review of KONE's proposal, the Facilities Engineering Division recommends you proceed with a request for contract approval based on KONE's proposal amount of \$2,698,074.35 plus an additional 5% Contingency Allowance encompassing any unforeseen work, for a total Project cost of **\$2,833,000.00**.

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: August 31, 2021

Re: County Office Building Elevator Modernization

I have reviewed the proposal from KONE, Inc. for the County Office Building Elevator Modernization and recommend awarding the contract to KONE, Inc. for the amount of \$2,698,074.35 with a Contingency Allowance of \$134,925.65 encompassing any unforeseen work for a not to exceed cost of \$2,833,000. 00.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Karen Storm *K. Storm*
Purchasing Agent

DATE: August 31, 2021

RE: County Office Building Elevator Modernization

I am in receipt of your recommendation to award the aforementioned project to KONE Inc., in the amount of 2,833,000.00.

As KONE Inc., has a current contract with Omnia National Cooperative Contract#EV2516, I concur with your recommendation.

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

RESOLUTION NO. 324**AUTHORIZING AN AGREEMENT WITH KONE, INC. REGARDING THE REPLACEMENT OF THREE PASSENGER ELEVATORS AT THE TIMES UNION CENTER**

Introduced: 8/12/19

By Public Works Committee:

WHEREAS, The Commissioner of the Albany County Department of General Services has requested authorization to enter into an agreement with Kone, Inc. regarding the replacement of three passenger elevators at the Times Union Center garage in amount not to exceed \$667,000 for the term commencing August 1, 2019 and ending July 31, 2020, and

WHEREAS, The Albany County Facilities Engineering Division in collaboration with the Albany County Purchasing Division solicited proposals and, after review of the submitted proposals, the Facilities Engineering Division has recommended the contract be awarded to Kone, Inc. the lowest responsible bidder available through the U.S. Communities Cooperative Purchasing Network, and

WHEREAS, The Commissioner has indicated the elevators are imperative to the daily operations of the Times Union Center garage as they provide conveyance and handicap accessibility to all levels of the parking garage, Times Union Center, Albany Capital Center and Empire State Plaza, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Kone, Inc. regarding the replacement of three passenger elevators at the Times Union Center garage in amount not to exceed \$667,000 for the term commencing August 1, 2019 and ending July 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.



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

August 31, 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 enter into an agreement with Davies Office, Inc. to supply and set up office work stations and accessories for the Shaker Place Fifth Floor Renovation as noted in proposals 2106-040847SF REV2 and #2109-041518PC totaling \$123,170.41. These proposals utilizes pricing and terms from the State contract award #PC68279.

The cost of this project will be covered utilizing bond HH05 pursuant to Res. No. 544 of 2016 adopted December 5, 2016 & Res. No. 134 of 2017 adopted April 12, 2017.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is November 1, 2021 through October 31, 2022.

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-2699, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Purchase Authorization of Office Furniture for Shaker Place Fifth Floor Renovations

Date: August 31, 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):

Davies Office, Inc.

40 Loudonville Road, Albany, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 113,668.12

Scope of Services: Davies Office, Inc. will supply and set up office work stations and accessories as further outlined in proposal 2106-040847SF REV2 dated August 31, 2021 for the Shaker Place Fifth Floor Renovation.

Bond Res. No.: HH05 #544 for 2016 & #134 for 2017

Date of Adoption: 12/5/2016 & 4/12/2017

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:

NA

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

HH05 1620

Appropriation Amount:

113,668.12

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)

November 1, 2021 - October 31, 2022

Length of Contract:

1 year

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of General Services requests authorization to enter into an agreement with Davies Office, Inc. to supply and set up office work stations and accessories for the Shaker Place Fifth Floor Renovation as noted in proposal 2106-040847SF REV2 totaling \$113,668.12. This proposal utilizes pricing and terms from the State contract award #PC68279.

The cost of this project will be covered utilizing bond HH05 pursuant to Res. No. 544 of 2016 adopted December 5, 2016 & Res. No. 134 of 2017 adopted April 12, 2017.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is November 1, 2021 through October 31, 2022.

C U S T O M E R	PROPOSAL		PROPOSAL #: 2106-040847SF REV2	JOB #:
			DATE: 8/31/2021	P.O. #:
	BILL TO: ALBANY COUNTY 112 STATE ST SECOND FLOOR ALBANY, NY 12207		SHIP TO: ALBANY COUNTY NURSING HOME TOWER 100 HERITAGE LANE 5TH FLOOR ALBANY, NY 12207	
	CONTACT: MIKE MARTIN PHONE: (518)-447-7032 EMAIL: Michael.Martin@albanycountyny.gov		ON SITE CONTACT: DAVID LATINA PHONE: 518-447-7210 EMAIL: David.Latina@albanycountyny.gov	

NOTES:

SCOPE OF PROJECT: DAVIES TO SUPPLY, DELIVER AND INSTALL (31) NEW ALLSTEEL STATIONS, (6) PRIVATE OFFICES, (16) 30X72 MOBILE TRAINING TABLES, (1) 54X144 CONFERENCE TABLE. INCLUDES ALL SEATING.

LABOR: ALL LABOR MUST TAKE PLACE MONDAY - FRIDAY DURING REGULAR BUSINESS HOURS. LABOR CHARGES ARE 16% OF THE **TOTAL PRODUCT NET PRICE**, AS AGREED TO IN THE NEW YORK STATE CONTRACT.

DELIVERY DATE REQUESTED/ DISCUSSED: ALLSTEEL'S STANDARD LEAD TIME IS 8-12 WEEKS FROM ORDER PLACEMENT.

FINISHES: ALLSTEEL FINISHES PER ATTACHED SMART QUOTE

PANEL FABRIC: LANDSCAPE UMBER (.LN25)

WORK SURFACE LAMINATE: CAMELSTONE (.LT6A)
COLOR: BROWNSTONE (.EY)

RELATE TASK SEATING UPHOLSTERY: CONTOURETT BLACK (UR10)
RELATE SIDE SEATING UPHOLSTERY: CENTURION BLACK (CU10)

PAINT-TRIM: BROWNSTONE (.PD7)

PAINT-PEDESTALS: BROWNSTONE (.PD7)

PAINT-SUPPORTS: BROWNSTONE (.PD7)

STACKER FRAME PAINT: MATTE BLACK (.P27)

PEDESTAL PULL: MATTE SILVER (.EL)

Item	Mfg	Class	Qty.	Part No.	Product Description	List	Net	Net Extension
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MAKE PURCHASE ORDER OUT TO:

ALLSTEEL C/O DAVIES OFFICE
2210 SECOND AVE
MUSCATINE, IA 52761

ALLSTEEL PRODUCT

1	ALS	NEW	1	DAVIES TO PROVIDE FURNITURE LISTED ON ATTACHED SMART QUOTE PDF.	\$342,580.00	\$113,668.12	\$	113,668.12
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(INDIVIDUAL PRODUCT PRICING, INCLUDING PRODUCT DESCRIPTION, LIST AND NET PRICE, AND OVERALL DISCOUNT CAN BE FOUND ON ATTACHED SMARTQUOTE PDF PROVIDED BY ALLSTEEL SYNERGY PER NYS CONTRACT PC68279.

DAVIES SELL PRICE	\$ 113,668.12
MANUFACTURER'S TOTAL LIST PRICE	\$ 342,580.00

DAVIES LABOR

2	DAV	LAB	1	DEL/INSTALL	INSIDE DELIVERY AND INSTALLATION OF (18) 6'X7.5' ALLSTEEL WORKSTATIONS, (13) 24X72 ALLSTEEL WORKSTATIONS, (6) PRIVATE OFFICES, TRAINING AND CONFERENCE TABLES, AND (94) CHAIRS. LABOR CHARGES ARE 16% OF THE TOTAL PRODUCT NET PRICE, AS AGREED TO IN THE NEW YORK STATE CONTRACT.	\$18,186.90	\$	18,186.90
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TOTAL DAVIES LABOR **\$ 18,186.90**

PROJECT SUMMARY

TOTAL DAVIES SELL **\$ 113,668.12**

TOTAL DAVIES LABOR **\$ 18,186.90**

TOTAL PROJECT COST- DELIVERED AND INSTALLED **\$131,855.02**

(EXCLUDING SALES TAX)

TERMS AND CONDITIONS - UNLESS OTHERWISE NOTED :

- LEAD TIME FOR REMANUFACTURED PRODUCT IS TYPICALLY 4-8 WEEKS FROM TIME OF ORDER ENTRY.
- NEW PRODUCTS, WOOD OR NON STANDARD / CUSTOM ITEMS MAY REQUIRE LONGER LEAD TIMES.
- ALL REMANUFACTURED, AS-IS OR BLENDED OFFERINGS ARE SUBJECT TO AVAILABILITY AT TIME OF ORDER ENTRY.
- CANCELLED or REVISED ORDERS AFTER START OF PRODUCTION MAY BE SUBJECT TO RESTOCKING OR CANCELLATION FEES.
- DELIVERY AND INSTALLATION IS TO BE NON UNION LABOR DURING NORMAL BUSINESS HOURS W/ NORMAL, UNENCUMBERED BUILDING ACCESS.
- WITH NORMAL UNENCUMBERED BUILDING ACCESS WE PRESUME THAT ELEVATORS ARE FUNCTIONING, (STAIR CARRIES ARE ADDITIONAL) POWER IS FUNCTIONING, LOADING / UNLOADING AREAS ARE FREE AND CLEAR (Unobstructed) FOR DAVIES TRUCKS AND PERSONNEL, AND THAT AREAS DESIGNATED TO RECEIVE FURNITURE ARE FINISHED, FREE AND CLEAR OF OTHER TRADES AND READY TO RECEIVE FURNITURE AS PER THE AGREED UPON SCHEDULE.
- COSTS FOR DELAYS OR DAMAGE CREATED BY OTHER TRADES OR EXTENUATING CIRCUMSTANCES BEYOND DAVIES CONTROL WILL BE ADDED.
- COSTS FOR ELEVATOR OPERATORS, SECURITY OR POLICE DETAILS WHILE LOADING OR UNLOADING ARE ADDITIONAL AND NOT INCLUDED ABOVE.
- IF SPECIAL CONDITIONS, UNION TRADES AND / OR OVERTIME IS REQUIRED, PRICING WILL BE QUOTED AND ADJUSTED ACCORDINGLY.
- DELIVERY AND INSTALLATION COSTS ARE FOR ESTIMATE PURPOSES ONLY AND WILL BE BILLED ACCORDING TO ACTUAL TIME REQUIRED.
- **PAYMENT TERMS:** 50% DEPOSIT AND / OR APPROVED PURCHASE ORDER REQUIRED TO PROCESS ORDER, BALANCE DUE UPON COMPLETION.
- DEPOSIT AND SIGNED PROPOSAL WITH ALL FINAL FINISH AND DESIGN SELECTIONS ARE REQUIRED FOR SCHEDULING OF PROJECT.
- SALES TAX NOT INCLUDED IN TOTAL. UNLESS SPECIFICALLY NOTED.

Proposed by: Stephanie Fuchs; Interior Designer; 518-449-2040 x 222; stephaniefuchs@daviesoffice.com

Accepted by: _____ **Date:** _____ **Aud:** _____

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

Quote Name:	2106-040847SF REV1	Quote Number:	SQCWC000345-1
Created By:	Stephanie Fuchs	Created Date:	8/17/2021
Comments:		Last Modified Date:	8/18/2021
		Total Units:	677

Customer / Contact Information

Shipping Information

Line #	Qty	Tags	Item			Total
001	8		CCB12L.P7D	Sell Price	\$14.79	\$118.32
			CANTILEVER 12D LH CONCENSYS	Discount	71.00%	
				List Price	\$51.00	\$408.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
002	10		CCB12R.P7D	Sell Price	\$14.79	\$147.90
			CANTILEVER 12D RH CONCENSYS	Discount	71.00%	
				List Price	\$51.00	\$510.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
003	28		CCB24L.P7D	Sell Price	\$17.40	\$487.20
			CANTILEVER BKT 24D LH CONCENSYS	Discount	71.00%	
				List Price	\$60.00	\$1,680.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
004	26		CCB24R.P7D	Sell Price	\$17.40	\$452.40
			CANTILEVER BKT 24D RH CONCENSYS	Discount	71.00%	
				List Price	\$60.00	\$1,560.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
005	22		CDG.P7D	Sell Price	\$35.96	\$791.12
			GUSSETS (1 PR)	Discount	71.00%	
				List Price	\$124.00	\$2,728.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
006	28		CEP1129F.P7D	Sell Price	\$51.62	\$1,445.36
			FREESTANDING 11DX29-1/2H END PNL SUP	Discount	71.00%	
				List Price	\$178.00	\$4,984.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
007	13		CEP2429F.P7D	Sell Price	\$55.68	\$723.84
			FREESTANDING 24DX29-1/2H END PNL SUP	Discount	71.00%	
				List Price	\$192.00	\$2,496.00

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line #	Qty	Tags	Item			Total
008	12		CEP3029F.P7D	Sell Price	\$61.48	\$737.76
			FREESTANDING 30DX29-1/2H END PNL SUP	Discount	71.00%	
				List Price	\$212.00	\$2,544.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
009	18		T52442S.LT6A.EY.P	Sell Price	\$109.04	\$1,962.72
			PRIMARY 24DX42W FLAT EG LAM W/GROMMETS	Discount	71.00%	
				List Price	\$376.00	\$6,768.00
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Lam: Camelstone			
			EDGE: Edg: Brownstone			
			GROMMET: Plastic Grommet			

Line #	Qty	Tags	Item			Total
010	19		T52448S.LT6A.EY.P	Sell Price	\$118.32	\$2,248.08
			PRIMARY 24DX48W FLAT EG LAM W/GROMMETS	Discount	71.00%	
				List Price	\$408.00	\$7,752.00
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: CamelstoneDeEmp6/30/21			
			EDGE: Edg: Brownstone			
			GROMMET: Plastic Grommet			

Line #	Qty	Tags	Item			Total
011	10		T5722EL.LT6A.EY.P	Sell Price	\$265.06	\$2,650.60
			CORNER COVE 72X48-24L/24R EXTD LH FLAT W/GROMS	Discount	71.00%	
				List Price	\$914.00	\$9,140.00
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Lam: Camelstone			
			EDGE: Edg: Brownstone			
			GROMMET: Plastic Grommet			

Line #	Qty	Tags	Item			Total
012	11		T5722ER.LT6A.EY.P	Sell Price	\$265.06	\$2,915.66
			CORNER COVE 48X72-24L/24R EXTD RH FLAT W/GROM	Discount	71.00%	
				List Price	\$914.00	\$10,054.00
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Lam: Camelstone			
			EDGE: Edg: Brownstone			
			GROMMET: Plastic Grommet			

Line #	Qty	Tags	Item			Total
013	6		T53072S.LT6A.EY.P	Sell Price	\$185.89	\$1,115.34
			PRIMARY 30DX72W FLAT EG LAM W/GROMMETS	Discount	71.00%	
				List Price	\$641.00	\$3,846.00
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Lam: Camelstone			
			EDGE: Edg: Brownstone			
			GROMMET: Plastic Grommet			

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

Line #	Qty	Tags	Item			Total
014	82		RL-MHW.2.0.L.CBKLKM01.UR10	Sell Price	\$554.97	\$45,507.54
			RELATE STD MESH HIGH-BK/ADJ ARMS	Discount	61.00%	
				List Price	\$1,423.00	\$116,686.00
			CYLINDER: Standard cylinder			
			CASTER: Hard Casters			
			LUMBAR: Lumbar			
			FRAME: Charblack--CLR: Carbon			
			FABRIC: GRD 1 UPH			
			FABRIC_Selection: FAB: Contourett--Fab: Black			

Line #	Qty	Tags	Item			Total
015	12		RLM-MUCO.3.CBKLKM01.CU10	Sell Price	\$289.38	\$3,472.56
			RELATE SIDE STD MESH BACK/UPH	Discount	61.00%	
			SEAT/CASTERS/ARMS	List Price	\$742.00	\$8,904.00
			CASTER: Multi-surface Caster			
			FRAME: Charblack--CLR: Carbon			
			FABRIC: GRD 1 UPH			
			FABRIC_Selection: Fab: Centurion--Black			

Line #	Qty	Tags	Item			Total
016	36		801069P.LN25.P7D	Sell Price	\$28.13	\$1,012.68
			STRAIGHT CONN KIT 69H LOW PROFILE PAINTED	Discount	71.00%	
				List Price	\$97.00	\$3,492.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
017	9		801169P.LN25.P7D	Sell Price	\$47.85	\$430.65
			ELL CONN KIT 69H LOW PROFILE PAINTED	Discount	71.00%	
				List Price	\$165.00	\$1,485.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
018	9		801269P.LN25.P7D	Sell Price	\$76.56	\$689.04
			TEE CONN KIT 69H LOW PROFILE PAINTED	Discount	71.00%	
				List Price	\$264.00	\$2,376.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
019	27		801469P.LN25.P7D	Sell Price	\$28.13	\$759.51
			PANEL END COVER-FABRIC 69H LOW PROFILE PAINTED	Discount	71.00%	
				List Price	\$97.00	\$2,619.00

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

FABRIC: Grd A FAB
FABRIC_Selection: FAB: Landscape--Umber
PAINT: P1 Paint Opts
PAINT_Selection: CLR: Brownstone

Line #	Qty	Tags	Item			Total
020	36		895636P.LN25.P7D	Sell Price	\$190.24	\$6,848.64
			ACOUSTICAL PANEL 56H X 36W LOW PROFILE	Discount	71.00%	
			PAINTED			
				List Price	\$656.00	\$23,616.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
021	18		896942P.LN25.P7D	Sell Price	\$230.26	\$4,144.68
			ACOUSTICAL PANEL 69H X 42W LOW PROFILE	Discount	71.00%	
			PAINTED			
				List Price	\$794.00	\$14,292.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
022	18		896948P.LN25.P7D	Sell Price	\$244.47	\$4,400.46
			ACOUSTICAL PANEL 69H X 48W LOW PROFILE	Discount	71.00%	
			PAINTED			
				List Price	\$843.00	\$15,174.00
			FABRIC: Grd A FAB			
			FABRIC_Selection: FAB: Landscape--Umber			
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			

Line #	Qty	Tags	Item			Total
023	36		891336SG.P27	Sell Price	\$192.56	\$6,932.16
			STACKING GLASS PANEL 13H X 36W	Discount	71.00%	
				List Price	\$664.00	\$23,904.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: TRIM: Matte Black			

Line #	Qty	Tags	Item			Total
024	1		AMPTLF54144RE.FSC.LT6A.EY.CO	Sell Price	\$722.52	\$722.52
			STRUCTURE 54 X 144 RECTANGLE TOP LAMINATE -	Discount	64.00%	
			SQUARE EDGE			
				List Price	\$2,007.00	\$2,007.00
			WOOD: FSC Mix Credit			
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Lam: Camelstone			
			EDGE: Edg: Brownstone			
			CUTOUT: No Cutout			

Line #	Qty	Tags	Item			Total
025	16		AW3LF3072T.FSC.LT6A.EY.AGO	Sell Price	\$209.88	\$3,358.08

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

30DX72W AWARE TOP LAM FLATEDG FOR T-FIXED OR
NEST

Discount 64.00%

List Price \$583.00 \$9,328.00

WOOD: FSC Mix Credit
LAMINATE: L1 Core Lam Opts
LAMINATE_Selection: Lam: Camelstone
EDGE: Edg: Brownstone
GROMMET: No Cutouts

Line #	Qty	Tags	Item			Total
026	1		AMPTPL144.FSC.P.P	Sell Price	\$926.28	\$926.28
			STRUCTURE LAMINATE HALLOW PANEL BASE FOR 144	Discount	64.00%	
			WIDE	List Price	\$2,573.00	\$2,573.00
			WOOD: FSC Mix Credit			
			LAMINATE: L1 Core Lam Opts			
			LAMINATE_Selection: Black			
			LAMINATE2: Black			

Line #	Qty	Tags	Item			Total
027	16		AW2TLPCB72.P7D.B	Sell Price	\$253.08	\$4,049.28
			30-36D FIXD T-LEGGIT	Discount	64.00%	
				List Price	\$703.00	\$11,248.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: CLR: Brownstone			
			CASTER: Caster: Black			

Line #	Qty	Tags	Item			Total
028	6		CS724.P7D	Sell Price	\$56.55	\$339.30
			HALF HGT 14HX72W MOD PNL	Discount	71.00%	
				List Price	\$195.00	\$1,170.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			

Line #	Qty	Tags	Item			Total
029	24		PF197-233A.P7D.EL.OMT	Sell Price	\$233.74	\$5,609.76
			ESSENTIALS SUPPORT PED BBF 28HX22-7/8DX15W	Discount	71.00%	
			ARCH PULL	List Price	\$806.00	\$19,344.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			
			PULL: PULL: Matte Silver			
			LOCK: omt Core to Ord key Alike			

Line #	Qty	Tags	Item			Total
030	18		PF198-232A.P7D.EL.OMT	Sell Price	\$233.74	\$4,207.32
			ESSENTIALS SUPPORT PED FF 28HX22-7/8DX15W ARCH	Discount	71.00%	
			PULL	List Price	\$806.00	\$14,508.00
			PAINT: P1 Paint Opts			
			PAINT_Selection: Brownstone			
			PULL: PULL: Matte Silver			
			LOCK: omt Core to Ord key Alike			

Line #	Qty	Tags	Item			Total
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DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

031	18	A871242A.P POWER HARNESS 42W 3 CIRCUIT	Sell Price	\$76.85	\$1,383.30
			Discount	71.00%	
			List Price	\$265.00	\$4,770.00
BLACK 1: CLR: Black					

Line #	Qty	Tags	Item		Total
032	18		A871248A.P POWER HARNESS 48W 3 CIRCUIT	Sell Price	\$76.85
				Discount	71.00%
				List Price	\$265.00
BLACK 1: CLR: Black					

Line #	Qty	Tags	Item		Total
033	18		A871501A.EY DUPLEX RECEPTACLE CIRCUIT 1 3-3-2 SYSTEM	Sell Price	\$13.34
				Discount	71.00%
				List Price	\$46.00
PAINT: CLR: Brownstone					

Line #	Qty	Tags	Item		Total
034	18		A871503A.EY DUPLEX RECEPTACLE CIRCUIT 3 3-3-2 SYSTEM	Sell Price	\$13.34
				Discount	71.00%
				List Price	\$46.00
PAINT: CLR: Brownstone					

Line #	Qty	Tags	Item		Total
035	9		A879072A.P BASE POWER IN-FEED CABLE 3-3-2 SYSTEM	Sell Price	\$81.20
				Discount	71.00%
				List Price	\$280.00
BLACK 1: CLR: Black					

Line #	Qty	Tags	Item		Total
036	1		LKFE1SLV.SEQ/125.6 LOCK CORE KIT SILVER - 1 CORE 2 KEYS	Sell Price	\$34.80
				Discount	71.00%
				List Price	\$120.00
KEY NUMBER: Key Number					
KEY NUMBER_Selection: Key Number Sequence Start--Key Number 125					
QTY: Quantity: 6					

Line #	Qty	Tags	Item		Total
037	1		LKFE2SLV.SEQ/133.18 LOCK CORE KIT SILVER - 2 CORES 2 KEYS	Sell Price	\$208.80
				Discount	71.00%
				List Price	\$720.00
KEY NUMBER: Key Number					
KEY NUMBER_Selection: Key Number Sequence Start--Key Number 133					
QTY: Quantity: 18					

Line #	Qty	Tags	Item		Total
038	18		A871503A.EY DUPLEX RECEPTACLE CIRCUIT 3 3-3-2 SYSTEM	Sell Price	\$13.34
				Discount	71.00%
				List Price	\$46.00
PAINT: CLR: Brownstone					

Total Sell Price: \$113,668.12

Submitted By:

DAVIES OFFICE REFURBISHING INC
40 LOUDONVILLE RD
ALBANY, NY 12204-1513

Accepted By:

Date:

DAVIES OFFICE

FURNISH A SMARTER WORKSPACE

Davies Office Inc.
40 Loudonville Road
Albany, NY 12204

V: 518.449.2040
F: 518.449.4036

www.daviesoffice.com

C U S T O M E R	PROPOSAL		PROPOSAL #: 2109-041518PC	JOB #:
			DATE: 09.10.21	P.O. #:
	BILL TO: ALBANY COUNTY 112 STATE ST SECOND FLOOR ALBANY, NY 12207		SHIP TO: ALBANY COUNTY NURSING HOME TOWER 100 HERITAGE LANE 5TH FLOOR ALBANY, NY 12207	
	CONTACT: MIKE MARTIN PHONE: (518)-447-7032 EMAIL: Michael.Martin@albanycountyny.gov		ON SITE CONTACT: DAVID LATINA PHONE: 518-447-7210 EMAIL: David.Latina@albanycountyny.gov	

NOTES:

SCOPE OF PROJECT: DAVIES TO SUPPLY, DELIVER AND INSTALL CONNECTRAC FOR POWER BY BENCHING STATIONS.

LABOR: ALL LABOR MUST TAKE PLACE MONDAY - FRIDAY DURING REGULAR BUSINESS HOURS. PREVAILING WAGE APPLIES

DELIVERY DATE REQUESTED/ DISCUSSED: TBD -

FINISHES:

Item	Mfg	Class	Qty.	Part No.	Product Description	List	Net	Net Extension
CONNECTRAC POWER								
1	CON	NEW	1		DAVIES TO PROVIDE CONNECTRAC POWER ACCESS PER DWG. ATTACHED		\$8,062.29	\$ 8,062.29
	N							
DAVIES SELL PRICE							\$	8,062.29

PROJECT SUMMARY

TOTAL DAVIES SELL	\$	8,062.29
DELIVERY AND INSTALLATION (PREVAILING WAGE?)	\$	1,440.00

TOTAL PROJECT COST- DELIVERED AND INSTALLED **\$ 9,502.29**

(EXCLUDING SALES TAX)

TERMS AND CONDITIONS - UNLESS OTHERWISE NOTED :

- LEAD TIME FOR REMANUFACTURED PRODUCT IS TYPICALLY 4-8 WEEKS FROM TIME OF ORDER ENTRY.
- NEW PRODUCTS, WOOD OR NON STANDARD / CUSTOM ITEMS MAY REQUIRE LONGER LEAD TIMES.
- ALL REMANUFACTURED, AS-IS OR BLENDED OFFERINGS ARE SUBJECT TO AVAILABILITY AT TIME OF ORDER ENTRY.
- CANCELLED or REVISED ORDERS AFTER START OF PRODUCTION MAY BE SUBJECT TO RESTOCKING OR CANCELLATION FEES.
- DELIVERY AND INSTALLATION IS TO BE NON UNION LABOR DURING NORMAL BUSINESS HOURS W/ NORMAL, UNENCUMBERED BUILDING ACCESS.
- WITH NORMAL UNENCUMBERED BUILDING ACCESS WE PRESUME THAT ELEVATORS ARE FUNCTIONING, (STAIR CARRIES ARE ADDITIONAL) POWER IS FUNCTIONING, LOADING / UNLOADING AREAS ARE FREE AND CLEAR (Unobstructed) FOR DAVIES TRUCKS AND PERSONNEL, AND THAT AREAS DESIGNATED TO RECEIVE FURNITURE ARE FINISHED, FREE AND CLEAR OF OTHER TRADES AND READY TO RECEIVE FURNITURE AS PER THE AGREED UPON SCHEDULE.
- COSTS FOR DELAYS OR DAMAGE CREATED BY OTHER TRADES OR EXTENUATING CIRCUMSTANCES BEYOND DAVIES CONTROL WILL BE ADDED.
- COSTS FOR ELEVATOR OPERATORS, SECURITY OR POLICE DETAILS WHILE LOADING OR UNLOADING ARE ADDITIONAL AND NOT INCLUDED ABOVE.
- IF SPECIAL CONDITIONS, UNION TRADES AND / OR OVERTIME IS REQUIRED, PRICING WILL BE QUOTED AND ADJUSTED ACCORDINGLY.

- DELIVERY AND INSTALLATION COSTS ARE FOR ESTIMATE PURPOSES ONLY AND WILL BE BILLED ACCORDING TO ACTUAL TIME REQUIRED.
- **PAYMENT TERMS:** 50% DEPOSIT AND / OR APPROVED PURCHASE ORDER REQUIRED TO PROCESS ORDER, BALANCE DUE UPON COMPLETION.
- DEPOSIT AND SIGNED PROPOSAL WITH ALL FINAL FINISH AND DESIGN SELECTIONS ARE REQUIRED FOR SCHEDULING OF PROJECT.
- SALES TAX NOT INCLUDED IN TOTAL. UNLESS SPECIFICALLY NOTED.

Proposed by: Patricia Cocca; Regional Manager; 518-449-2040 x 244; patriciacocca@daviesoffice.com

Accepted by: _____ **Date:** _____ **Aud:** _____



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: August 31, 2021

Re: Shaker Place Fifth Floor Office Furniture

I have reviewed the proposal 2106-040847SF REV2 from Davies Office, Inc. utilizing pricing and terms from the State contract award #PC68279 and recommend accepting the proposal dated 8/31/2021 for a total cost of \$113,668.12.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

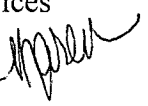
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Karen Storm-
Purchasing Agent

DATE: August 31, 2021

RE: NYS Contract PC68279

I am in receipt of your requested purchase from New York State Contract for furniture from Davies Office, Inc. under the Allsteel Contract PC68279 in the amount of \$113,668.12.

I have reviewed the proposal #2106-040847SF REV2 and since all items are covered by the contract I concur with your purchase from Davies Office, Inc.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a purchase order to the vendor.

RESOLUTION NO. 544

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY FACILITIES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,750,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/5/16

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake various County facility improvement projects located in Albany County, New York. The improvement projects consist of various upgrades and improvements in various buildings, which shall include interior painting, carpeting, HVAC/mechanical modifications and the installations of energy management systems at various facilities, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,750,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,750,000 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 \$1,750,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,750,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.35 of the New York Local Finance Law (the “Law”) is five (5) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,750,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. 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 the bonds authorized by this resolution will not exceed five (5) years.

Section 4. 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 5. 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 6. 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 7. 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 8. 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 project. 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 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

Section 9. 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 2 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. 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:

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

(b) 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

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

Section 11. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mackey, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 36.

Those opposed – 0.

Mr. Stevens abstained.

Resolution was adopted. 12/5/16

RESOLUTION NO. 134

SUPPLEMENTAL BOND RESOLUTION DATED APRIL 12, 2017. A RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO. 544 OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 5, 2016, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY FACILITIES.

Introduced: 4/12/17

By Audit and Finance Committee:

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

WHEREAS, on December 5, 2016, the County Legislature of the County of Albany, New York adopted Bond Resolution No. 544 of 2016 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY FACILITIES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,750,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATIONS.

(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 \$1,750,000; 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 \$2,000,000; 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 County facility improvement projects located in Albany County, New York. The improvement projects consist of various upgrades and improvements in various buildings, which shall include interior painting, carpeting, HVAC/mechanical modifications and the installations of energy management systems at various facilities, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2017 Capital Plan in the County’s 2017-2021 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$2,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$2,000,000 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 \$2,000,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$2,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.35 of the New York Local Finance Law (the “Law”) is five (5) years.

(B) Section 2 of the Bond Resolution 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 \$2,000,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

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 has determined that the Project is a Type II action under SEQRA pursuant to the Bond Resolution 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 5, 2016, 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.

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

Those opposed: - 0



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

September 14, 2021

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

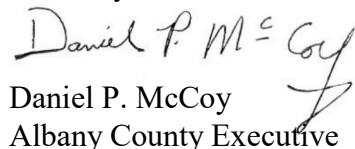
Dear Chairman Joyce:

As part of ongoing efforts to make Albany County a leader in sustainability I am requesting authorization to amend an agreement with National Grid for the purchase the County's 105 streetlights for conversion to high efficiency LEDs. On February 8, 2021 the Legislature authorized the County to execute a Purchase and Sales Agreement with National Grid at an amount not to exceed \$150,000. In the intervening time between Legislative approval and Public Service Commission approval on September 9, 2021, the estimated sale price increased to \$151,695. This is common in this type of transaction due to capital costs incurred by the seller or changes in the allocation of depreciation reserve.

Because of the new estimated sale price, updated Legislative approval and a budget amendment are needed for purchase. The New York Power Authority is financing the purchase and conversion project for Albany County and will provide reimbursement for the full purchase price of the streetlights. The estimated purchased price provided by National Grid is \$151,695 and I am requesting authorization to execute an agreement not to exceed \$160,000 to account for any adjustments when the final purchase price is calculated prior to closing. The increase in purchase price will not affect the overall project economics, as it is covered by the project contingency allocation. Following Legislative authorization, a closing date will be identified in late 2021.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. 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-2733, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to Amend an Agreement with National Grid for the Purchase of Streetlights

Date: 9/14/2021
Submitted By: Lucas Rogers
Department: County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

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.: See Budget Amendment
Source of Funds: NYPA
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):
NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID
300 Erie Boulevard West
Syracuse, New York 13202

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Not to Exceed \$160,000
Scope of Services: Purchase of Streetlights from National Grid

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: A35110.03074 NYPA Streetlight Purchase Program

Revenue Amount: \$160,000

Appropriation Account and Line: A95110.44012.10000 Streetlight Purchase Program

Appropriation Amount: \$160,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Closing will be scheduled after PSC approval

Length of Contract: Purchase

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: Resolution 11 for 2021

Date of Adoption: 02/08/2021

Justification: (state briefly why legislative action is requested)

As part of ongoing efforts to make Albany County a leader in sustainability I am requesting authorization to amend an agreement with National Grid for the purchase the County's 105 streetlights for conversion to high efficiency LEDs. On February 8, 2021 the Legislature authorized the County to execute a Purchase and Sales Agreement with National Grid at an amount not to exceed \$150,000. In the intervening time between Legislative approval and Public Service Commission approval on September 9, 2021, the estimated sale price increased to \$151,695. This is common in this type of transaction due to capital costs incurred by the seller or changes in the allocation of depreciation reserve.

Because of the new estimated sale price, updated Legislative approval and a budget amendment are needed for purchase. The New York Power Authority is financing the purchase and conversion project for Albany County and will provide reimbursement for the full purchase price of the streetlights. The estimated purchased price provided by National Grid is \$151,695 and I am requesting authorization to execute an agreement not to exceed \$160,000 to account for any adjustments when the final purchase price is calculated prior to closing. The increase in purchase price will not affect the overall project economics, as it is covered by the project contingency allocation. Following Legislative authorization, a closing date will be identified in late

2021.

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held in the City of
Albany on September 9, 2021

COMMISSIONERS PRESENT:

John B. Howard, Chair
Diane X. Burman
James S. Alesi
Tracey A. Edwards
David J. Valesky
John B. Maggiore
Rory M. Christian

CASE 21-E-0310 - Petition of Niagara Mohawk Power Corporation
Pursuant to Section 70 of the New York State
Public Service Law Regarding the Transfer of
Certain Property to the County of Albany.

ORDER AUTHORIZING TRANSFER OF STREET LIGHTING FACILITIES

(Issued and Effective September 13, 2021)

BY THE COMMISSION:

INTRODUCTION

On June 4, 2021, Niagara Mohawk Power Corporation
d/b/a National Grid (National Grid or the Company) filed a
petition (the Petition) requesting authorization under Public
Service Law (PSL) §70 to sell certain street lighting facilities
(Facilities),¹ located within the County of Albany (the County),
to the County for \$151,695. By this Order, National Grid is

¹ The Facilities consist of approximately 98 luminaires and
associated lamps, mast arms, electrical connections, wiring,
and other appurtenances, as well as certain identified street
lighting poles.

authorized to sell the Facilities to the County subject to the conditions stated herein.

BACKGROUND

The County currently takes street lighting service from National Grid under P.S.C. No. 214 - Electricity, Service Classification (S.C.) No. 2 - Street Lighting - Unmetered - Company Owned, Company Maintained. Under this service classification, the Company owns, operates, and maintains the Facilities used by the County, which consist of approximately 98 luminaires and appurtenant facilities. According to the Petition, after the transfer of the Facilities, National Grid will provide the County energy-only service through S.C. No. 3 - Street Lighting - Unmetered - Customer Owned, Customer Maintained. Upon closing, the County will be generally responsible for the operation and maintenance of the Facilities. The Company states that the sale of the Facilities will not adversely impact the reliability, safety, operation, or maintenance of the Company's electric distribution system.

National Grid determined the estimated sale price of the assets in accordance with the methodology set forth in the rate order, issued in Case 17-E-0238.² According to the Rate Order, if a municipality wishes to purchase all the street lighting assets within its taxing jurisdiction, National Grid is required to sell those street lighting assets at the municipal-specific net book value (NBV), plus transaction and transition costs associated with the sale. The Rate Order sets forth the method for determining the municipal-specific NBV of the street

² Case 17-E-0238, National Grid - Rates, Order Adopting Terms of Joint Proposal and Establishing Electric and Gas Rate Plans (issued March 15, 2018) (Rate Order), Joint Proposal, §§9.3.1 - 9.3.3, at 55-59.

lighting assets being sold. As of March 31, 2021, the original book cost of the Facilities within the County was \$212,911, with accumulated depreciation of \$55,404, resulting in a NBV of \$157,507.³ The Petition includes an estimated sale price of \$151,695, which reflects the NBV of \$157,507 as of March 31, 2021, plus estimated transaction and transition costs of approximately \$2,209, less an adjustment of \$8,021, which will be absorbed by shareholders and not charged to the County.⁴ The transition costs associated with the sale include the costs related to billing and data changes and updating the Company's geographic information system. Transaction costs, if any, consist of the applicable transfer taxes, recording fees, and mortgage indenture release fees associated with the sale. Pursuant to the PSA between National Grid and the County, the purchase price will be updated at the time of closing to reflect the NBV, incorporating any plant asset additions and retirements subsequent to March 31, 2021.

The License Agreement between National Grid and the County, appended to the PSA provided in Schedule A to the Petition, sets forth the requirements of the County upon

³ According to the Petition and the Agreement for Purchase and Sale of Street Lights (PSA) dated April 5, 2021, the NBV at May 7, 2020, of the Facilities being sold was \$139,990 and the estimated transition and transaction costs were \$2,209, resulting in an estimated sale price of \$142,199.

⁴ The Company updated and corrected the NBV to reflect identified assets in additional tax districts, which increased the County's municipal-specific NBV. The Company has agreed that its shareholders will absorb an amount of \$8,021 and will not seek to recover it from the County or ratepayers. The Facilities sold to the County will be taken off of the Company's books at their NBV at the time of the closing.

transfer of the street lighting assets.⁵ Specifically, the County must install disconnect equipment within 24 months after the transfer. Additionally, the County must have qualified electrical workers perform any required work within proximity of the electric system. For 24 months following the transfer, the County will be able to convert the streetlights to light emitting diodes (LEDs) and those conversions will not constitute a material change under the Company's tariffs.⁶

NOTICE OF PROPOSED RULE MAKING

Pursuant to the State Administrative Procedure Act (SAPA) §202(1), a Notice of Proposed Rulemaking was published in the State Register on June 30, 2021 [SAPA No. 21-E-0310SP1]. The time for submission of comments pursuant to the Notice expired on August 30, 2021. No comments were received.

⁵ Pursuant to the License Agreement, the County shall have no obligation to perform "make-ready work" related to the pre-existing conditions of "authorized attachments" or "facilities" at a location until such time as a customer makes a material change.

⁶ Pursuant to National Grid's outdoor lighting tariff, P.S.C. No. 214 - Electricity, Leaf No. 8, a material change is defined as "any addition, retirement, installation, removal, replacement, relocation, and/or reconfiguration of a single equipment component, assembly, device or other element and/or the aggregate of equipment components that comprise an assembly or installation at a designated location." Pursuant to the License Agreement, neither the conversion of an existing luminaire to a like-kind LED luminaire with similar physical and operational characteristics in the same location and orientation as the existing luminaire, nor the initial installation of disconnect equipment, will be considered a material change if such changes are made within 24 months of the transaction closing, except as to facilitate accurate billing and inventory records.

LEGAL AUTHORITY

Pursuant to PSL §70, the Commission has legal authority to review the proposed transfer of utility property to the County and to determine whether to grant, deny, or modify National Grid's request for authorization to transfer the Facilities. Pursuant to PSL §§5, 65, and 66, the Commission has the legal authority to review, as well as modify, reject, or approve filings, including the authority to make accounting and ratemaking determinations concerning the transfer of utility assets.

STATE ENVIRONMENTAL QUALITY REVIEW

Together with its Petition, National Grid provided Part 1 of a Short Environmental Assessment Form (EAF) in conformance with the State Environmental Quality Review Act (SEQRA) requirements found at 6 NYCRR §617.6(a)(3). The proposed sale is an Unlisted action, as defined in 6 NYCRR §617.2(b)(4)(ak). The action does not rise to the level of a Type I action and is not listed on the Commission's Type II list of activities (16 NYCRR §7.2) or those found in 6 NYCRR §617.5. National Grid states that the action will have no significant adverse environmental effects. No other agency exercises jurisdiction relating to the proposed action. Accordingly, the Commission assumed Lead Agency responsibilities for the environmental review under SEQRA and has determined that a coordinated review is not necessary.

The Commission determines that the proposed sale of the Facilities to the County will not result in any significant adverse effects to land and water uses, or natural resources in the County and associated area, in the vicinity of the existing electric service cables and lighting facilities. No

construction, disturbance, excavation, or demolition will be undertaken as part of the proposed action.

After review of the Petition, the Commission concludes, based on the criteria for determining significance listed in 6 NYCRR §617.7(c), that there will be no change to the operation of the existing Facilities that will result in adverse environmental impacts. Department of Public Service Staff has completed Parts 2 and 3 of the Short EAF.

As Lead Agency, the Commission determines that the proposed action will not have a significant impact on the environment and adopts a negative declaration pursuant to SEQRA. Because no adverse environmental impacts were found, no public notice requesting comments is required. A negative declaration concerning this unlisted action is attached to this Order. The completed Short EAF will be retained in the Commission's files with a copy made publicly available.

DISCUSSION AND CONCLUSION

When considering a proposed sale of utility property, the Commission assesses whether the proposed transaction will impact the utility's provision of safe and adequate service, and whether the transaction is in the public interest. The sale of the Facilities to the County will not impact the reliability, safety, operation, or maintenance of National Grid's electric distribution system. Upon transfer, the County will take energy-only service from National Grid.

Generally, after the sale, the County will be responsible for the operation and maintenance of the Facilities. However, National Grid shall continue to be responsible for stray voltage testing of the street lighting facilities, in

conformance with the Commission's Safety Standards.⁷ The Company and the County executed a License Agreement for pole attachments, appended to the PSA between National Grid and the County. The License Agreement governs customer-owned street and area lighting attachments including: luminaires, supporting brackets, and/or wires, conductors, circuitry or other components existing or proposed to be placed on utility poles and structures.

Additionally, the County is required to enable isolation of the County-owned Facilities from the utility-owned distribution system. To do this, the County will install electric disconnection equipment. The County will also remove National Grid identification labels from the transferred assets. These separation activities must be completed within 24 months of the closing date. After the sale, the County will be responsible for any deficiencies found on the County-owned Facilities.

The estimated sale price of \$151,695 was determined based on the methodology set forth in the Rate Order, which includes the estimated NBV as of March 31, 2021, of \$157,507 plus the transaction and transition costs of \$2,209. The sale price, however, will result in a book loss in the amount of \$8,021, which will be absorbed by the Company's shareholders. Consistent with the Rate Order, the PSA between National Grid and the County states that the sale price will be updated to reflect the NBV of the Facilities at the time of closing. The update will reflect any plant additions, depreciation accruals, and retirements subsequent to March 31, 2021. The sale price

⁷ Case 04-M-0159, Proceeding to Examine the Safety of Electric Transmission and Distribution Systems, Order Granting in Part Petition to Modify Electric Safety Standards (issued January 13, 2015), Appendix A, §3.

will be determined by adding the actual transaction and transition costs to the updated NBV of the assets being sold, less the \$8,021 adjustment. Accordingly, the transfer will not impose any additional costs on other electric ratepayers.⁸

As a result of the transfer, the Company will avoid certain costs related to the Facilities, such as replacement costs, property taxes, and ongoing maintenance costs. Additionally, the annual target for the Company's revenue decoupling mechanism will be reduced to reflect the changes in facilities charge revenues resulting from the sale. Moreover, the County plans to install energy efficient LED luminaires to provide localized lighting benefits and reduce energy consumption, which will further the State's energy efficiency initiative.

Therefore, given the benefits of the proposed sale of the Facilities to the County, the Commission finds that the proposed transfer is in the public interest and will not adversely affect National Grid's ability to provide safe and adequate service. Accordingly, National Grid is authorized to transfer the Facilities to the County. The authority to transfer the Facilities is granted for one year from the issuance of this Order and shall expire if the transaction does not occur within that time period. The Company is to notify the Commission if the sale of the Facilities is not completed within

⁸ The Commission's Order in Case 17-M-0815, Proceeding on Motion of the Commission on Changes in Law that Affect Rates, Order Determining Rate Treatment of Tax Changes (issued August 9, 2018) required the preservation of benefits resulting from the 2017 Tax Cuts and Job Act for customers. The excess deferred federal income taxes associated with the assets being sold and transferred shall remain on the Company's books as a regulatory liability, until the Commission determines the appropriate disposition of the benefits to customers through the Company's next base rate or an alternative proceeding.

one year of the date of this Order. In such notification, National Grid shall provide a brief explanation as to why the transfer did not occur.

The Company's proposed accounting entries for the transaction are to retire the street lighting assets being sold, record the proceeds from the sale to the accumulated depreciation reserve, and record the book loss from the sale to be absorbed by the Company's shareholders. The proposed accounting entries are reasonable and consistent with the Uniform System of Accounts for electric utilities. Accordingly, the proposed accounting entries are approved. The Company shall file a copy of the actual journal entries for review to ensure compliance with the accounting treatment described in the Petition.

The Commission orders:

1. The petition of Niagara Mohawk Power Corporation d/b/a National Grid for authority to transfer the street lighting facilities within the County of Albany, New York to the County of Albany is granted. The authority is granted for one year from the issuance of this Order and shall expire if the transaction is not completed within that time period.

2. Niagara Mohawk Power Corporation d/b/a National Grid shall file with the Secretary, within 60 days of the final transfer of the street lighting facilities to the County of Albany, a copy of the actual journal entries recorded to account for this transaction, together with the related workpapers.

3. In the Secretary's sole discretion, the deadlines set forth in this Order may be extended. Any request for an extension must be in writing, must include a justification for the extension, and must be filed at least three days prior to the affected deadline.

4. This proceeding is closed pending compliance with Ordering Clause 2 or written notification by Niagara Mohawk Power Corporation d/b/a National Grid that the transfer was not completed within one year of the date of the issuance of this Order.

By the Commission,

(SIGNED)

MICHELLE L. PHILLIPS
Secretary

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

CASE 21-E-0310 - Petition of Niagara Mohawk Power Corporation
Pursuant to Section 70 of the New York State
Public Service Law Regarding the Transfer of
Certain Property to the County of Albany.

NOTICE OF DETERMINATION OF SIGNIFICANCE
(NEGATIVE DECLARATION)

NOTICE is hereby given that an Environmental Impact Statement will not be prepared in connection with the approval by the Public Service Commission (the Commission) of the transfer of certain street lighting facilities to the County of Albany based on the Commission's determination, in accordance with Article VIII of the Environmental Conservation Law, that such action will not have a significant adverse effect on the environment. The exercise of this approval constitutes an Unlisted action, as is defined in 6 NYCRR §617.2(ak).

Based on the Commission's review of the record, the Commission finds that the proposed action, which grants authority to Niagara Mohawk Power Corporation d/b/a National Grid to sell certain street lighting facilities to the County of Albany will not have a significant adverse environmental impact.

The address of the Public Service Commission, the Lead Agency for the purposes of the environmental quality review of this project, is Three Empire State Plaza, Albany, New York 12223-1350. Questions may be directed to Andrew Timbrook

(Andrew.Timbrook@dps.ny.gov) at (518) 486-2463 or by writing to the address above.

MICHELLE L. PHILLIPS
Secretary

RESOLUTION NO. 11

AUTHORIZING AGREEMENTS WITH NATIONAL GRID REGARDING THE PURCHASE OF COUNTY OWNED STREETLIGHTS AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Introduced: 2/8/21

By Public Works Committee, Messrs. Beston, O'Brien, Cleary, Fein, Peter, Reinhardt, Burdorf, Perlee, Bruschi and Miller:

WHEREAS, By Resolution No. 126 for 2019, this Honorable Body authorized a five-year Energy Services Program Master Cost Recovery Agreement with the New York Power Authority (NYPA) as a preliminary action necessary for the implementation of an aggregated streetlight conversion program and the associated purchase of streetlights and the installation of LED lighting in Albany County, and

WHEREAS, By Resolution No. 494 for 2020, this Honorable Body authorized the initial Customer Project Commitment with the NYPA for the purchase and conversion of approximately 105 County-owned streetlights throughout Albany County to new energy efficient LED streetlights in the amount of \$282,774 as amended, and

WHEREAS, The County Executive has requested authorization to enter into a Purchase and Sale agreement with National Grid regarding the aforementioned 105 County-owned streetlights which governs the terms and conditions of the sale in an amount not to exceed \$150,000, and

WHEREAS, The County Executive has also requested authorization to enter into a License Agreement for Customer-Owned Street and Area Lighting Attachments to Utility Poles and Structures which is necessary for any street lighting assets that will remain on National Grid electric facilities for a term consistent with the Customer's Service Agreement, and

WHEREAS, The County Executive has indicated that the NYPA is financing the purchase and conversion project for Albany County and will provide reimbursement for the full purchase price of \$150,000 for the streetlights, and

WHEREAS, The County Executive has also indicated that a budget amendment is necessary to incorporate said funds into the 2021 Department of Public Works Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a Purchase and Sale agreement with National Grid, Syracuse, NY 13202 regarding the aforementioned 105 County-owned streetlights which governs the terms and conditions of the sale in an amount not to exceed \$150,000, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a License Agreement for Customer-Owned Street and Area Lighting Attachments to Utility Poles and Structures which is necessary for any street lighting assets that will remain on National Grid electric facilities for a term consistent with the Customer's Service Agreement, and, be it further

RESOLVED, By the Albany County Legislature, that the 2021 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3074 NYPA Streetlight Purchase Program by \$150,000

Increase Appropriation Account A5110.4 by \$150,000 by increasing line item D5110 4 4012 Streetlight Purchase Program by \$150,000

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 – 2/8/21

Mr. R. Joyce abstained.

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	
D 5110 44012 10000	Streetlight Purchase Program	10,000.00	0.00		
TOTAL APPROPRIATIONS		10,000.00	0.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	
D 5110 03074	NYPA Streetlight Purchase Program	0.00	10,000.00		
TOTAL ESTIMATED REVENUES		0.00	10,000.00		
GRAND TOTALS		10,000.00	10,000.00		

DEPARTMENT NAME
Maintenance Roads Buildings

DEPARTMENT NAME
Maintenance Roads Buildings