

County of Albany

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



Meeting Agenda

Tuesday, April 29, 2025

5:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH DIRECT ENERGY BUSINESS, LLC REGARDING THE PURCHASE OF ELECTRICITY FOR VARIOUS COUNTY FACILITIES
3. AUTHORIZING AN AGREEMENT WITH MOORE FIRE EXTINGUISHER COMPANY, LLC REGARDING FIRE EXTINGUISHER AND SUPPRESSION SYSTEM INSPECTION SERVICES FOR VARIOUS COUNTY FACILITIES
4. AUTHORIZING AN AGREEMENT WITH GDI INC. FOR FACILITY CLEANING AT THE MVP ARENA
5. AUTHORIZING RENEWAL OF A LEASE AGREEMENT WITH SARATOGA EAGLE SALES AND SERVICE, INC. REGARDING SUITE NO. 19 AT THE MVP ARENA
6. AUTHORIZING RENEWAL OF A LEASE AGREEMENT WITH PAMAL BROADCASTING, LTD REGARDING SUITE NO. 4 AT THE MVP ARENA
7. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH THE TOWN OF GUILDERLAND REGARDING THE USE OF DATA CENTER SPACE AND FIBER CONNECTIVITY LOCATED AT 112 STATE STREET
8. AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH THE CITY OF ALBANY REGARDING THE USE OF DATA CENTER SPACE AND FIBER CONNECTIVITY LOCATED AT 112 STATE STREET
9. AUTHORIZING AN AGREEMENT NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES AND NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING CYBER INFORMATION SHARING AND COLLABORATION

10. AUTHORIZING RENEWAL OF AN AGREEMENT WITH CDW GOVERNMENT, LLC REGARDING THE ARTIC WOLF MANAGED DETECTION AND RESPONSE SOLUTION SYSTEM
11. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES INC. REGARDING THE ANNUAL HAULING AND PLACING CONTRACT FOR VARIOUS COUNTY ROADS
12. AUTHORIZING AN AGREEMENT WITH ALL STATES CONSTRUCTION, INC. D/B/A GORMAN CONSTRUCTION FOR JOINT AND CRACK SEALING ON VARIOUS COUNTY ROADS
13. AUTHORIZING AN AGREEMENT WITH ROBERT H. FINKE & SONS AND CLARKE EQUIPMENT REGARDING THE PURCHASE OF A BOBCAT COMPACT LOADER
14. AUTHORIZING AN AGREEMENT WITH COLLIERS ENGINEERING & DESIGN, ARCHITECTURE, LANDSCAPE ARCHITECTHURE, SURVEYING, CT P.C. REGARDING THE DESIGN, RIGHT-OF-WAY INCIDENTALS/ACQUISITION AND CONSTRUCTION INSPECTION FOR THE CR301 (TARRYTOWN ROAD) OVER THE ONESQUETHAW CREEK CULVERT REPLACEMENT PROJECT IN THE TOWN OF NEW SCOTLAND
15. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGARDING DESIGN, RIGHT-OF-WAY INCIDENTALS AND ACQUISTION AND CONSTRUCTION/CONSTRUCTION INSPECTION WORK FOR THE CR301 (TARRYTOWN ROAD) OVER ONESQUETHAW CREETK PROJECT IN THE TOWN OF NEW SCOTLAND
16. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF A SWEEPER TRUCK
17. AUTHORIZING AN AGREEMENT NEW YORK POWER AUTHORITY REGARDING ROUTINE AND NON-ROUTINE MAINTENANCE FOR COUNTY



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 8, 2025

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: RFP #2021-101 Firm Electric Supply from Energy Service Companies
Direct Energy Business, LLC/NRG Energy, Inc**

Dear Chairwoman Cunningham,

The Albany County Energy Advisory Group (EAG), acting as the County's agent to secure the purchase of low-cost electric energy, is requesting a one-year contract extension with Direct Energy Business LLC (Direct Energy) for the supply of electric services to various County facilities as identified in the enclosed attachments. The contract term is from August 1, 2025 through July 31, 2026, and is the second of the two one-year extensions allowed under the above referenced RFP.

The electric basis (transportation) cost under this contract extension is \$23.68 per megawatt-hour (MWh). The electric supply costs will be monitored and purchased over the next several months to take advantage of any pricing dips.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Direct Energy Agreement

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel
Pam O'Neill, Purchasing Agent, Energy Advisory Group
David Reilly, Commissioner of Management and Budget, Energy Advisory Group



County of Albany

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

Legislation Text

File #: TMP-6516, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract extension authorization with Direct Energy Business LLC, now operating as NRG Energy Inc, to supply electrical services to various County facilities.

Date: 04/03/2025
Department: Energy Advisory Group
Attending Meeting: Angelo Gaudio
Submitted By: Tracy Mayer
Title: Business Office Manager
Phone: 518-447-1611

Purpose of Request: Contract Authorization 1 year term

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: Direct Energy Business LLC/NRG Energy Inc
194 Wood Avenue South, 2nd Floor, Iselin, NY 08830

Term: (Start/end date or duration) 08/01/2025 to 07/31/2026
Amount/Raise Schedule/Fee: Varies by Department

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	0	County:	100%
State:	0	Local:	0

County Budget Accounts:

Revenue Account and Line:	Enter text.
Revenue Amount:	Enter text.
Appropriation Account and Line:	Varies by Department
Appropriation Amount:	Varies by Department

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Bid through

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This request is for a one-year contract extension from the existing electrical supply contract approved in 2021. The contract extension will continue the supply of electric services to various County facilities through July 2026.



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
WWW.ALBANYCOUNTY.COM

DAVID LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

NOTICE OF AWARD

March 14, 2025

Mr. Stephen Mueller
Direct Energy Business
194 Wood Ave South, 2nd Floor
Iselin NJ 018830

RE: RFP#2021-101 -Renewal

Dear Stephen Mueller,

You are the successful proposer under Request for Proposal, RFP#2021-101 as referenced above for Albany County.

As the original proposal terms and conditions provided for an optional one-year renewal period the County of Albany hereby approves and accepts your renewal as per attached. This renewal will commence on August 1, 2025 and will terminate July 31, 2026.

Thank you for your interest in doing business with the County of Albany.

Respectfully,

Pamela O'Neill
Purchasing Agent

PO:peo

EXHIBIT A PRICING ATTACHMENT

This Exhibit A identifies the Customers supplied under this Transaction Confirmation dated 3/11/2025

For the avoidance of doubt, the Transaction Confirmation constitutes a separate agreement between Direct Energy Business, LLC and each Party listed below, as if each such Party had executed a separate Transaction Confirmation on its own behalf and naming only itself as the Buyer or Customer.

County of Albany
Term Aug25 - 12 Months
NYISO_DA_FA_XLCES_NY

Contract ID	Customer	Account Number	Service Location	Utility Rate Class	Zone	Capacity / Transmission Tags	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
8397794	County of Albany	8039139107	1 Canal Rd	SC3A	F	1238.26	0.02368	10,636,715
8397796	County of Albany	8415814003	51 S PEARL ST	SC2	F	0.1	0.02368	490
8397863	County of Albany	3628681106	840 Albany Shaker Rd	SC3	F	667.81	0.02368	3,979,796
8397863	County of Albany	4339937105	Church St	SC3	F	824.8	0.02368	7,434,767
8397864	County of Albany	4695894005	51 S. Pearl Street	SC3	F	599.71	0.02368	4,837,190
8397865	County of Albany	0111271106	Eagle St	SC3	F	162.22	0.02368	1,084,366
8397865	County of Albany	0351271102	112 State St	SC3	F	287.07	0.02368	897,047
8397865	County of Albany	2168680146	780 Albany Shaker Rd	SC3	F	812.81	0.02368	3,238,180
8397865	County of Albany	2268681109	830 Albany Shaker Rd	SC3	F	138.1	0.02368	686,802
8397865	County of Albany	3663063002	6 Lodge St	SC3	F	395.18	0.02368	2,067,094
8397865	County of Albany	4191268116	60 S Pearl St	SC3	F	109.34	0.02368	694,389
8397865	County of Albany	7668679102	820 Albany Shaker Rd	SC2D	F	4.04	0.02368	95,944
8397865	County of Albany	7722421102	Rr 85a	SC2D	F	21.23	0.02368	149,867
8397865	County of Albany	8931270127	32 Clinton Ave	SC3	F	167.9	0.02368	689,417
8397865	County of Albany	9611270126	162 Washington Ave	SC3	F	166.07	0.02368	781,188
8397865	County of Albany	9771270108	175 Green St	SC3	F	79.09	0.02368	456,403

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Accepted and Agreed to:

By:

Date:



New York

Disclosure Statement

Contract ID: Multi

NY DISCLOSURE STATEMENT

Price	Your price is 2.36800 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price Section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Variable: Total purchase price shall include, but not be limited to, applicable costs and fees for the following components, some of which may change on a monthly basis: commodity, adder, pass-through charges. See your Transaction Confirmation for full details
Third-Party Compensation Disclosure	The Purchase Price includes a fee of \$0.00150 per kilowatt-hour for Buyer's Energy Broker or Energy Consultant ("Agent"). Any future services Agent performs on Buyer's behalf may result in additional fees which shall be payable by Buyer and passed through to Agent on Buyer's behalf.
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



Direct Energy Business, LLC
 1001 Liberty Avenue Pittsburgh, PA 15222
 1.888.925.9115
www.directenergy.com

Date: March 11, 2025
 Product Code: NYISO_DA_FA_XLCES_NY
 Contract ID: Multi

CUSTOMER INFORMATION

Customer Name: County of Albany
 Contact Name: Angelo Gaudio P.E.
 Address: 112 State Street, ALBANY, NY, 12207
 Telephone: 518.447.1624
 Fax: 518.433.0369
 Email: angelo.gaudio@albanycountyny.gov

Billing Contact:
 3rd Party Bill Pay:
 Billing Address:
 Telephone:
 Fax:
 Email:

ELECTRICITY TRANSACTION CONFIRMATION - New York Day Ahead Fixed Adder with Purchasing Options excluding Losses and GES

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement dated May 15, 2015, as may be amended (the "CMA"). All attachments and exhibits hereto, including any request for a Forward Purchase or Purchase Confirmation are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: August 01, 2025, and will continue for a term of 12 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - DUAL

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a material deviation has occurred, Contract Quantity shall include the applicable deviation in capacity and capacity tag values and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

NYISO	Value
Energy	Pass Through
Ancillaries	Included
Capacity	Included
CES*	Pass Through
Losses	Pass Through
Applicable Taxes	Pass Through

Any Actual Quantities of Electricity necessary to meet Customer's full usage requirements not covered by a Forward Purchase will be priced at the Day Ahead LMP. Customer understands and agrees that the combination of Forward Purchase(s) and Electricity priced and purchased at Day-Ahead LMP shall equal 100% of Customer's metered kWh usage.

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Clean Energy Standard (CES): Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard and the New York PSC Order Adopting a Clean Energy Standard issued and effective on August 1, 2016 as Case 15-E-0302. Below are the basic components that make up the various Tiers that are imposed on all load serving entities in NY.

If CES is noted as 'included' above, then the following CES components are included in the Purchase Price.

Tier 1, as defined in 'Order Adopting Modification to CES' dated 10/15/2020

Zero-emission Credits (ZECs)

The following CES components are not known at this time and therefore are not included in the Purchase Price. Once known, they may be passed through to Buyer pursuant to the Changes to Purchase Price section (or Purchase Price section, as applicable) set forth in the CMA.

Tier 2, as defined in Tier 2 Petition submitted by NYSEDA on 1/27/2020

Tier 4, future LSE obligation under development

Offshore Wind Standard, as reflected in Case 18-E-0071 issued and effective 7/12/2018

Day-Ahead Locational Marginal Price (LMP): The hourly integrated market clearing marginal price for Electricity (per MWh(s)) at the location it is delivered or received as defined by the NY ISO, as settled the day preceding the actual delivery of such Electricity.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Exhibit B: The Exhibit that Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

Load Following Forward Purchase: Converting percentages of Electricity in 1% increments up to a maximum of 100% of Customer's metered kWh usage from the Day-Ahead LMP index to a fixed price.

Load Following Forward Purchase Request: The first document Customer submits to Seller to describe the details of the requested Load Following Forward Purchase.

New York ISO (NY ISO): The New York Independent System Operator.

Purchase Confirmation: The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

SPECIAL PROVISIONS

1... Load Following Forward Purchase: Customer may purchase a percentage of its Electricity requirements, plus losses associated with transmission and delivery service, as a Load Following Forward Purchase. Such losses will be billed as a separate charge but at the same price as Electricity as fixed in accordance with the Load Following Forward Purchase and will be invoiced as either a separate item or included in the total aggregate charge for the Load Following Forward Purchase. Such purchases may not be less than 1% or more than 100% of Customer's total Actual Quantities for a minimum term of one (1) month. To initiate a Load Following Forward Purchase, Customer should fully complete and execute the required information in the attached "Request for Load Following Forward

Purchase" and submit to Seller five business days prior to the desired start date. Seller will review and provide additional details and optionality in a form substantially similar to Exhibit B. If Customer finds the terms acceptable, it should execute the form and submit to Seller. All Load Following Forward Purchase orders are binding upon being filled and are made a part of this Transaction Confirmation. Seller will send a Purchase Confirmation to Buyer each time a Load Following Forward Purchase is filled. If more than one Load Following Forward Purchase is in effect for any month of the Delivery Period, Seller shall invoice Customer at the weighted average fixed price of said Load Following Forward Purchases. In all cases, the failure of Seller to send a Purchase Confirmation or the failure of Customer to acknowledge receipt of such shall not invalidate the Forward Purchase as agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

2.. Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Load Following Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

3.. PRICE INDEX MOVEMENT: BY EXECUTION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT THE DAY-AHEAD LMP INDEX IS A CONSTANTLY FLUCTUATING MARKET PRICE AND WILL VARY. CUSTOMER ASSUMES ALL RISKS OF PRICE MOVEMENTS AND AGREES TO PAY FOR THE SERVICES PROVIDED IN ACCORDANCE WITH THIS AGREEMENT.

4.. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

5.. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

6.. Billing and Payment: The following is hereby added to the Billing and Payment section of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

7.. Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has only demand meters, or has at least one demand meter in each utility service territory in which it has metered accounts. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.

8.. Covered Dwellings: Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.

9.. For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <https://dps.ny.gov/>

10.. Risk Acknowledgements: By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

☐ Non-Exempt

☐ Partial Exemption – NY State Residential property (TP 385 required)

☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: County of Albany

By: _____

Name: _____

Title: _____

Date: _____

Seller: Direct Energy Business, LLC

By: _____

Name: _____

Title: _____

Date: _____

Contract ID: Multi

Internal ID: 00249605



HON. ANDREW JOYCE
CHAIRMAN

ALBANY COUNTY LEGISLATURE
HAROLD L. JOYCE ALBANY COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 710
ALBANY, NEW YORK 12207
PHONE: (518) 447-7168 | FAX: (518) 447-5683
WWW.ALBANYCOUNTY.COM

NECOLE M. CHAMBERS
CLERK

PAUL T. DEVANE
FIRST DEPUTY CLERK

September 23rd, 2021

Angelo Gaudio
Water Purification District
P.O. Box 4187
Albany, NY 12204

Dear Mr. Gaudio:

Enclosed, you will find a certified copy of the following resolution adopted by the Albany County Legislature on September 13th, 2021.

Resolution: 275

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul T. Devane", with a stylized flourish at the end.

PAUL T. DEVANE
PTD: nc

RESOLUTION NO. 275**AUTHORIZING AN AGREEMENT WITH DIRECT ENERGY BUSINESS, LLC
REGARDING THE SUPPLY OF ELECTRICITY FOR VARIOUS COUNTY
FACILITIES**

Introduced: 9/13/21

By Public Works Committee, Messrs. Cleary, Domalewicz and Miller:

WHEREAS, By Resolution No. 428 for 2004, this Honorable Body established the Albany County Energy Advisory Group consisting of the Commissioner of the Department of Management and Budget, the Purchasing Agent and the Executive Director of the Water Purification District to act as the County's agent to obtain the lowest prices and the best terms pertaining to the purchase of natural gas and electric energy on behalf of the County, and

WHEREAS, The Purchasing Agent issued a Request for Proposals pertaining to the supply of electricity for various County Facilities and two proposals were received, and

WHEREAS, The Albany County Energy Advisory Group reviewed said proposals, and has recommended awarding the contract to Direct Energy Business, LLC, as it is offering the County the opportunity to participate in a Community Solar program that could result in an additional 10% saving on National Grid distribution costs, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Direct Energy Business, LLC, Iselin, NY 08830 regarding the supply of electricity for various County Departments at the fees indicated in the proposal submitted by the Direct Energy Business, LLC for a three year term commencing August 1, 2021 and ending July 31, 2024, with two optional one-year extensions, 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 – 9/13/21

ACWPD REC'D
21 SEP 27

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of September, 2021, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of September, 2021.

A handwritten signature in cursive script, reading "Nevee Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLVED, That this resolution shall take effect immediately and a certified copy of this resolution shall be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project.

Adopted by unanimous vote – 9/13/21

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of September, 2021, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of September, 2021.

A handwritten signature in cursive script, appearing to read "Nicole Chamberlain", is written over a horizontal line.

Clerk, Albany County Legislature



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
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

April 8, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Purchasing Division issued RFB#2025-029, Fire Extinguisher and Suppression System Inspection and Service, and received two competitive bids. Moore Fire Extinguisher Co., LLC is the lowest responsive and responsible bidder for the awarded department locations.

The Purchasing Division respectfully requests approval to contract with Moore Fire Extinguisher Co., LLC for countywide fire extinguisher and suppression system inspection service. The contract term will be for a period of three (3) years. Total three-year bid amount is \$111,162.00, we are requesting authorization for a total cost not to exceed \$121,162.00 to cover replacement costs for fire extinguishers that may be needed during the three-year bid term.

Attached are the related documents for your review. If you have any questions, please contact me directly at 447-7139.

Sincerely,

Pamela O'Neill
Purchasing Agent

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Thomas DeBose, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6521, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Division of Purchasing to contract with Moore Fire Extinguisher Co., LLC for Countywide fire extinguisher and suppression system inspection service.

Date: April 8, 2025
Department: Division of Purchasing
Attending Meeting: Pamela O'Neill
Submitted By: Kayla Cronin
Title: Specification Technician
Phone: 518-447-5585

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Moore Fire Extinguisher Co., LLC: PO Box 639, Wynantskill, NY 12198

Term: (Start/end date or duration) April 1, 2025 - March 31, 2028
Amount/Raise Schedule/Fee: \$121,162.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	0	County:	100
State:	0	Local:	0

County Budget Accounts:

Revenue Account and Line:	Enter text.
Revenue Amount:	Enter text.
Appropriation Account and Line:	Various Departments & Lines
Appropriation Amount:	Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Two
 # of MWBE: 0
 # of Veteran Business: 0
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Purchasing Division respectfully requests approval to contract with Moore Fire Extinguisher Co., LLC for countywide fire extinguisher and suppression system inspection service. The contract term will be for a period of three (3) years. Total three-year bid amount is \$111,162.00, we are requesting authorization for a total cost not to exceed \$121,162.00 to cover replacement costs for fire extinguishers that may be needed during the three-year bid term.

RFB-2025-29 Bid Tabulation

	Bidder	Moore Fire	Johnson Controls
1	2.5# ABC		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Six (6) year maintenance and recharge	\$ 16.50	\$ 45.00
	Hydro-tested	\$ 16.50	\$ 50.00
	Replacement Cost	\$ 38.50	\$ 75.00
2	5# ABC		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Six (6) year maintenance and recharge	\$ 17.50	\$ 55.00
	Hydro-tested	\$ 17.50	\$ 60.00
	Replacement Cost	\$ 48.50	\$ 80.00
3	10# ABC		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Six (6) year maintenance and recharge	\$ 24.50	\$ 60.00
	Hydro-tested	\$ 17.50	\$ 65.00
	Replacement Cost	\$ 69.50	\$ 124.00
4	20# ABC		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Six (6) year maintenance and recharge	\$ 32.50	\$ 85.00
	Hydro-tested	\$ 17.50	\$ 95.00
	Replacement Cost	\$ 69.50	\$ 239.00
5	5# CO2		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ -	\$ 55.00
	Hydro-tested	\$ -	\$ 75.00
	Replacement Cost	\$ 129.00	\$ 300.00
6	10# CO2		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ -	\$ 65.00
	Hydro-tested	\$ -	\$ 85.00
	Replacement Cost	\$ 165.00	\$ 439.00
7	15# CO2		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ -	\$ 70.00
	Hydro-tested	\$ -	\$ 90.00
	Replacement Cost	\$ 182.00	\$ 502.00

	Bidder		
8	20# CO2		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ 24.50	\$ 75.00
	Hydro-tested	\$ 20.00	\$ 95.00
	Replacement Cost	\$ 238.00	\$ 700.00
9	2.5GAL H2O		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ 21.50	\$ 65.00
	Hydro-tested	\$ 20.00	\$ 70.00
	Replacement Cost	\$ 125.00	\$ 245.00
10	1.75GAL Water Mist		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ 24.50	\$ 65.00
	Hydro-tested	\$ 15.00	\$ 70.00
	Replacement Cost	\$ 149.00	\$ 250.00
11	6L K Class		
	Service-annual maintenance	\$ 4.50	\$ 7.00
	Recharge	\$ 45.00	\$ 200.00
	Hydro-tested	\$ 25.00	\$ 225.00
	Replacement Cost	\$ 165.00	\$ 375.00
12	FM200 Cerberus Pyrotronics Hall of Records		
	Semi-Annual Service	No bid	\$ 393.04
13	Kitchen Knight II Shaker Place		
	Semi-Annual Service	\$ 300.00	\$ 196.52
14	Sapphire System Correctional Facility		
	Semi-Annual Service	No Bid	\$ 393.04
15	Ansul R102 Correctional Facility		
	Semi-Annual Service	\$ 300.00	\$ 393.04
16	FM200 Siemans Sinorex Correctional Facility		
	Semi-Annual Service	No Bid	\$ 393.04
17	Pemall B Watchman Public Works		
	Semi-Annual Service	\$ 300.00	\$ 393.04

	Bidder		
	Pyro-Chem Notifier Public Works		
	Monarch PC1-17 ABC		
18	Monarch PC1-70 ABC		
	Semi-Annual Service	\$ 300.00	\$ 393.04
	Greenheck GXFW-8.00 S Exhaust Hood		
19	Sheriff		
	Semi-Annual Service	\$ 300.00	\$ 196.52

RFB-2025-029	Projected cost of 3-year contract																		
		Moore Fire Equipment											Johnson Controls						
Fire Extinguishers	QTY:	Service	EXT	QTY	6 Year/Recharge	Ext	qty	Hydro	Ext		QTY:	Service		QTY	6 Year	Ext	qty	Hydro	Ext
2.5 LB ABC	15	\$ 4.50	\$ 67.50	15	\$ 16.50	\$ 247.50	15	\$ 16.50	\$ 247.50		15	\$ 7.00	\$ 105.00	15	\$ 45.00	\$ 675.00	15	\$ 50.00	\$ 750.00
5 LB ABC	79	\$ 4.50	\$ 355.50	79	\$ 17.50	\$ 1,382.50	79	\$ 17.50	\$ 1,382.50		79	\$ 7.00	\$ 553.00	79	\$ 55.00	\$ 4,345.00	79	\$ 60.00	\$ 4,740.00
10 LB ABC	476	\$ 4.50	\$ 2,142.00	476	\$ 25.50	\$12,138.00	476	\$ 17.50	\$ 8,330.00		476	\$ 7.00	\$ 3,332.00	476	\$ 60.00	\$28,560.00	476	\$ 65.00	\$30,940.00
20 LB ABC	101	\$ 4.50	\$ 454.50	101	\$ 32.50	\$ 3,282.50	101	\$ 17.50	\$ 1,767.50		101	\$ 7.00	\$ 707.00	101	\$ 85.00	\$ 8,585.00	101	\$ 95.00	\$ 9,595.00
5 LB CO2	9	\$ 4.50	\$ 40.50	9	\$0.00	\$0.00	9	\$0.00	\$0.00		9	\$ 7.00	\$ 63.00	9	\$ 55.00	\$ 495.00	9	\$ 75.00	\$ 675.00
10 LB CO2	7	\$ 4.50	\$ 31.50	7	\$0.00	\$0.00	7	\$0.00	\$0.00		7	\$ 7.00	\$ 49.00	7	\$ 65.00	\$ 455.00	7	\$ 85.00	\$ 595.00
15 LB CO2	4	\$ 4.50	\$ 18.00	4	\$0.00	\$0.00	4	\$0.00	\$0.00		4	\$ 7.00	\$ 28.00	4	\$ 70.00	\$ 280.00	4	\$ 90.00	\$ 360.00
20 LB CO2	15	\$ 4.50	\$ 67.50	15	\$ 24.50	\$ 367.50	15	\$ 20.00	\$ 300.00		15	\$ 7.00	\$ 105.00	15	\$ 75.00	\$ 1,125.00	15	\$ 95.00	\$ 1,425.00
6 L K Class	7	\$ 4.50	\$ 31.50	7	\$ 45.00	\$ 315.00	7	\$ 25.00	\$ 175.00		7	\$ 7.00	\$ 49.00	7	\$200.00	\$ 1,400.00	7	\$225.00	\$ 1,575.00
2.5 GAL H2O	29	\$ 4.50	\$ 130.50	29	\$ 21.50	\$ 623.50	29	\$ 20.00	\$ 580.00		29	\$ 7.00	\$ 203.00	29	\$ 65.00	\$ 1,885.00	29	\$ 70.00	\$ 2,030.00
1.75 GAL Water Mist	4	\$ 4.50	\$ 18.00	4	\$ 24.50	\$ 98.00	4	\$ 15.00	\$ 60.00		4	\$ 7.00	\$ 28.00	4	\$ 65.00	\$ 260.00	4	\$ 70.00	\$ 280.00
Total of Extended Amount	746		\$3,357.00			\$18,454.50			\$ 12,842.50		746		\$ 5,222.00			\$48,065.00			\$52,965.00
Yearly Service	\$ 3,357.00									Yearly Service	\$ 5,222.00								
Total of 6 Year and Hydro	\$ 31,297.00									Total of 6 Year and Hydro	\$101,030.00								
Yearly Service 3 years	\$10,071.00									Yearly Service 3 years	\$ 15,666.00								
Total estimated Cost 3 yr Fire Extinguishers	\$103,962.00									Total estimated Cost 3 yr Fire Extinguishers	\$318,756.00								
Total estimated Cost 3 yr Suppression Systems Awarded	\$ 7,200.00									Total estimated Cost 3 yr Suppression Systems Awarded	\$ 8,253.84								
Total Award	\$ 111,162.00									Total Award	\$ 8,253.84								
Fire Suppression Systems		Semi Annual	Annual Cost	3 Yr Total						Fire Suppression Systems	Semi Annual	Annual Cost	3 Yr Total						
FM200 Hall of Records		No Bid								FM200 Hall of Records	\$ 393.04	\$ 786.08	\$ 2,358.24						
Kitchen Knight Shaker PI		\$ 300.00	\$600.00	\$ 1,800.00						Kitchen Knight Shaker PI	\$ 393.04	\$ 786.08	\$ 2,358.24						
Sapphire Correctional		No Bid		No Bid						Sapphire Correctional	\$ 393.04	\$ 786.08	\$ 2,358.24						
Ansul R102 Correctional		\$ 300.00	\$600.00	\$ 1,800.00						Ansul R102 Correctional	\$ 393.04	\$ 786.08	\$ 2,358.24						
FM200 Correctional		No Bid		No Bid						FM200 Correctional	\$ 393.04	\$ 786.08	\$ 2,358.24						
Pemall B Public Works		\$ 300.00	\$ 600.00	\$ 1,800.00						Pemall B Public Works	\$ 393.04	\$ 786.08	\$ 2,358.24						

Pyro-Chem Public Works		\$ 300.00	\$ 600.00	\$ 1,800.00						Pyro-Chem Public Works	\$ 393.04	\$ 786.08	\$ 2,358.24						
Greenheck Sheriff		\$ 300.00	\$ 600.00	\$ 1,800.00						Greenheck Sheriff	\$ 196.52	\$ 393.04	\$ 1,179.12						

MOORE FIRE EXTINGUISHER CO., LLC

Service You Can Trust

**P.O. Box 1511
Guilderland, NY 12084**

March 11, 2025

Albany County Department of General Services
Purchasing Division
Attn: Pamela O'Neil, Purchasing Agent
112 State St., Room 1000
Albany, NY 12207

Dear Pamela,

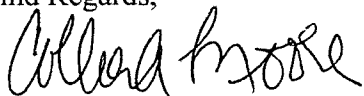
Enclosed please find our proposal to perform fire extinguisher maintenance services for the County of Albany. Our company, Moore Fire Extinguisher Co., LLC is family owned and operated for nearly 60 years located in the City of Albany. We have proudly provided fire extinguisher and fire system service and inspections for Albany County for several years. We have made sure that all inspections are completed on time and all sites have remained in compliance to meet local, state, and NFPA codes.

The project team manager and point of contact is Colleen Moore; she can be reached at (518) 428-6965. We pride ourselves in 24 hour/7 day a week emergency service, our business phone line is always answered. Our owners work alongside our employees in the field, ensuring that our customers receive the best service.

Our company will provide trained technicians to provide the service and maintenance. Uniquely, our owners will work alongside our employees to complete your service. We are trained and certified to perform fire system service and fire extinguisher service. We pride ourselves in excellent customer service. Our employees and owners are professional, knowledgeable and courteous.

It has been a pleasure providing our services to Albany County. We are proud of the bid we are submitting and thank you for your consideration.

Kind Regards,



Colleen A. Moore
Operations Manager

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Fire Extinguisher and Suppression System Inspection and Service**
Bid Number: **2025-029**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

3-10-25

RFB # 2025-029

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

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

BF1

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
7. Communication concerning this Bid shall be addressed to:
- Colleen Moore / Moore Fine Enterprises
PO Box 639
Wynantskill NY 12198
Phone: 518-438-1927
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Fire Extinguisher and Suppression System Inspection and Service
Bid Number: 2025-029

DESCRIPTION	PRICE
1. 2.5 # ABC	
Service – annual maintenance	\$ <u>4.50</u>
Six (6) year maintenance and recharge	\$ <u>16.50</u>
Hydro-Tested	\$ <u>16.50</u>
Replacement Cost	\$ <u>38.50</u>
2. 5 # ABC	
Service – annual maintenance	\$ <u>4.50</u>
Six (6) year maintenance and recharge	\$ <u>17.50</u>
Hydro-Tested	\$ <u>17.50</u>
Replacement Cost	\$ <u>48.50</u>
3. 10 # ABC	
Service – annual maintenance	\$ <u>4.50</u>
Six (6) year maintenance and recharge	\$ <u>24.50</u>
Hydro-Tested	\$ <u>17.50</u>
Replacement Cost	\$ <u>69.50</u>

BID FORM
BID #2025-029

- | | | |
|----|---------------------------------------|------------------|
| 4. | 20 # ABC | |
| | Service – annual maintenance | \$ <u>4.50</u> |
| | Six (6) year maintenance and recharge | \$ <u>32.50</u> |
| | Hydro-Tested | \$ <u>17.50</u> |
| | Replacement Cost | \$ <u>69.50</u> |
| 5. | 5 # CO2 | |
| | Service – annual maintenance | \$ <u>4.50</u> |
| | Recharge | \$ <u>— 0</u> |
| | Hydro-Tested | \$ <u>— 0</u> |
| | Replacement Cost | \$ <u>129.00</u> |
| 6. | 10 # CO2 | |
| | Service – annual maintenance | \$ <u>4.50</u> |
| | Recharge | \$ <u>— 0</u> |
| | Hydro-Tested | \$ <u>— 0</u> |
| | Replacement Cost | \$ <u>165.00</u> |
| 7. | 15 # CO2 | |
| | Service – annual maintenance | \$ <u>4.50</u> |
| | Recharge | \$ <u>— 0</u> |
| | Hydro-Tested | \$ <u>— 0</u> |
| | Replacement Cost | \$ <u>182.00</u> |

BID FORM
BID #2025-029

- | | | |
|-----|------------------------------|------------------|
| 8. | 20 # CO2 | |
| | Service – annual maintenance | \$ <u>4,50</u> |
| | Recharge | \$ <u>24,50</u> |
| | Hydro-Tested | \$ <u>20,00</u> |
| | Replacement Cost | \$ <u>238.00</u> |
| 9. | 2.5 GAL H2O | |
| | Service – annual maintenance | \$ <u>4,50</u> |
| | Recharge | \$ <u>21,50</u> |
| | Hydro-Tested | \$ <u>20,00</u> |
| | Replacement Cost | \$ <u>125.00</u> |
| 10. | 1.75 GAL Water Mist | |
| | Service – annual maintenance | \$ <u>4,50</u> |
| | Recharge | \$ <u>24,50</u> |
| | Hydro-Tested | \$ <u>15,00</u> |
| | Replacement Cost | \$ <u>149.00</u> |
| 11. | 6 LITER K CLASS | |
| | Service – annual maintenance | \$ <u>4,50</u> |
| | Recharge | \$ <u>45,00</u> |
| | Hydro-Tested | \$ <u>25,00</u> |
| | Replacement Cost | \$ <u>165.00</u> |

BID FORM
BID #2025-029

12. FM200 Cerberus Pytotronics Model #PCA90375-E (Hall of Records)
Semi-annual Service \$ _____
13. Kitchen Knight II Model #PCL-460 (Nursing Home)
Semi-annual Service \$ 300.00 each
14. Sapphire System (Correctional Fac.)
Semi-annual Service \$ _____
15. Ansul R102 Wet Chemical System Class K (Correctional Fac.)
Semi-annual Service \$ 300.00 each
16. FM200 Siemens Sinorex K System Model #FS250-SRX (Correctional Fac.)
Semi-annual Service \$ _____
17. Pemall B Watchman PGS-70 Dry Chemical (Public Works)
Semi-annual Service \$ 300.00 each
18. Pyro-Chem Notifier PAC10 (Public Works)
Monarch PC1-17 ABC
Monarch PC1-70 ABC
Semi-annual Service \$ 300.00 each
26. Greenheck GXFW-8.00-S Exhaust Hood (Sheriff)
Semi-annual Service \$ 300.00 each

BID FORM
BID #2025-029

COMPANY: Moore Fine Ertswarshay Co LLC
ADDRESS: P.O. Box 639
CITY, STATE, ZIP: Wynantskill NY 12198
TEL. NO.: 518-438-1927
FAX NO.: 518-326-3568
FEDERAL TAX ID NO.: 20-5799454

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

REPRESENTATIVE: Ransom E. Moore Sr
E-MAIL: moore.fine.ertswarshay@yahoo.com
SIGNATURE AND TITLE: R E Moore Jr
DATE: 3-10-25

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

TITLE: Fire Extinguisher and Suppression System Inspection and Service
RFB NUMBER: 2025-029

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: Moore Fine Extinguisher Co LLC

Address: P.O. Box 639

City: Wynantskill State: Ny Zip Code: 12198

Contact Person: Colleen Moore

Title: OPERATIONS MANAGER

Phone Number: 518-438-1927 Fax Number: 518-326-3568 E-Mail: Moore Fine Extinguisher @ Yahoo . com

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

☒ Yes / ☐ No

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

Fax Number: 518-326-3568 E-Mail: Moore Fine Extinguisher @ Yahoo . com

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

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

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

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

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

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

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

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

A. S. Moore Jr.

Signature

Owner

Title

Moore Fire Extinguisher Co LLC

Company Name

3-10-25

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

☒ If Partnership:

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

On the 10th day of March, 2025, before me personally came Ransom E. Moore Sr, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of Moore Fire Extinguisher Company, LLC, and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

CHRISTIAN NASH
Notary Public, State of New York
No. 01NA0018805
Qualified in Rensselaer County
Commission Expires Dec. 15, 2027

Christian Nash

Notary Public, State of New York
Qualified in Rensselaer County
Commission Expires December 15th, 2027

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

20-5799454

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business Moore Fire Extinguishers Signature of Owner Ransom E. Moore
Address PO Box 639 Printed Name of Signatory RANLUM E. MOORE
City, State, Zip Wynantskill NY 12198 Title owner

Sworn before me this 10th day of March, 2025;
Christian Nash
Notary Public

CHRISTIAN NASH
Notary Public, State of New York
No. 01NA0018805
Qualified in Rensselaer County
Commission Expires Dec. 15, 2027

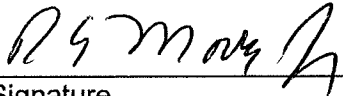
Christian Nash
Printed Name
Christian Nash
Signature
March 10, 2025
Date

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>Moore Fine Extruders Co. LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>20-5799454</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>462 ORANGE ST</i>		7. TELEPHONE NUMBER <i>518-438-1927</i>	8. FAX NUMBER <i>518-326-3568</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> <i>ALBANY N.Y. 12206</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Colleen Moore</i> Title <i>operations mgr</i> Telephone Number <i>518-438-1927</i> Fax Number e-mail <i>moore fine Extruders@yahoo.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Ransom E. Moore Sr</i>	TITLE <i>owner</i>	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

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

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


Signature

owner
Title

3-10-25
Date

Moose Fire Extinguisher Co LLC
Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

_____ *NONE* _____

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

Ry Moore

Signature

RE Moore Sr

Printed Name

OWNER

Title

3-10-25

Date

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

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

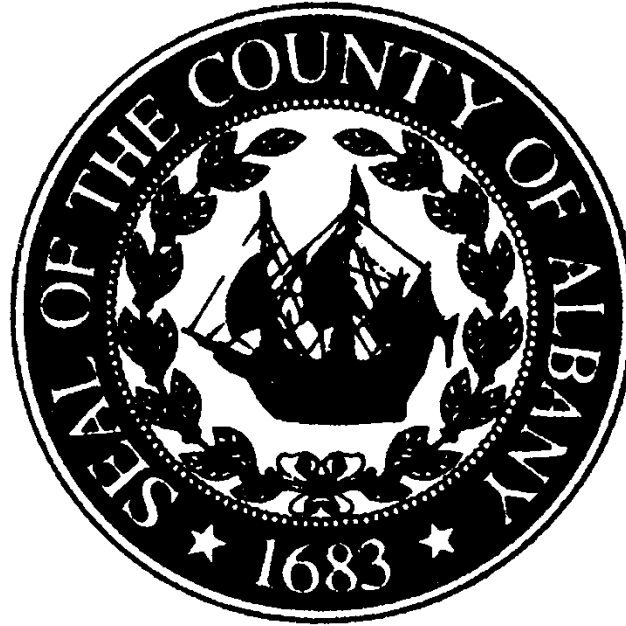
☐ Yes ☒ No

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

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

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

COUNTY OF ALBANY
REQUEST FOR BIDS
VARIOUS ALBANY COUNTY FACILITIES



RFB #2025-029

**FIRE EXTINGUISHER AND SUPPRESSION SYSTEM
INSPECTION AND SERVICE**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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

TITLE: Fire Extinguisher and Suppression System Inspection and Service
RFB NUMBER: 2025-029

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2025-029

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

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

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Vendor Telephone:_____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2025-029

Sealed Bids for Fire Extinguisher and Suppression System Inspection and Service as requested by Various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, March 13, 2025.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **February 27, 2025**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
(February 21, 2025)

PUBLISH ONE DAY – (Thursday, February 27, 2025) -- THE EVANGELIST
PUBLISH ONE DAY – (Thursday, February 27, 2025) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

IMPORTANT NOTICE: ARTICLE 8 CONSTRUCTION NEW REQUIREMENT FOR PUBLIC WORK CONTRACTOR AND SUBCONTRACTOR REGISTRY (SEE SECTION 10)

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Fire Extinguisher and Suppression System Inspection and Service**
- 1.2 Requesting Department: **Various County Departments**
- 1.3 Bid Number: **2025-029**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Fire Extinguisher and Suppression System Inspection and Service** as requested by **Various Albany County Facilities**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON Thursday, March 13, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **three (3) years** from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified

to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: SECTION NOT IN USE

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder's default under previous contracts with the County.
- (d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

“New Requirement”

Public Work Contractor and Subcontractor Registry

10.4 Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#).

<https://dol.ny.gov/contractor-and-subcontractor-landing>

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction,

excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

- 11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or

(c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

(a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

(b) Completeness of the bid; and

(c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

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

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

OR

17.1 The apparent successful Bidder will be issued a Notice of Award in the form of an Albany County purchase order.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

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

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

Personal Injury

\$1,000,000

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

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**

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

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

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

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or

expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: SECTION NOT IN USE

FIRE EXTINGUISHER SERVICE
BID #2025-029
DETAILED SPECIFICATIONS

The following detailed specifications pertain to ALL of the fire extinguishers located in buildings and vehicles throughout Albany County Facilities. Albany County Reserves the right to add locations as needed.

1. The extinguishers shall be inspected and/or recharged and hydro tested as required by law or need and shall be so tagged indicating all necessary information.
2. The contractor agrees that fire extinguishers requiring any parts replaced must first have prior approval from the appropriate County Department Head or their representative. It is understood that prices for parts would be additional and replaced only on an as needed basis.
3. All vendors submitting bids must be DOT certified to be a hydrostatic test facility.
4. All fire extinguishers that are found to be defective the need to be replaced are to be brought to the attention of the department head. Albany County will do the replacing by purchasing new fire extinguishers.
5. All work performed shall be in accordance with N.F.P.A. 10-2022 in compliance with NYS Fire Prevention Code 2020. Albany County will allow for on-site recharging.
6. Fire extinguishers that have to be removed for hydrostatic testing or have defective parts **shall be replaced with a temporary of equal rating and size by the vendor** at no additional cost to Albany County.
7. Classification labels will be affixed on each extinguisher according to class of extinguisher.
8. The awarded vendor will establish and maintain a record of units requiring annual inspections with the location, date, description and any other pertinent information on it. If the contract is renewed for additional years, the list will be used to make automatic re-inspections. At the conclusion of the contract, the vendor will surrender any and all records pertaining to fire extinguisher services to the Department Head of each facility where servicing occurred. These records will be continually updated to remain current to date. The records must be furnished to the County within 10 business days of request.

**FIRE EXTINGUISHER SERVICE
BID #2025-029
DETAILED SPECIFICATIONS**

10. While servicing the fire extinguishers in Albany County, if the vendor finds that fire extinguishers are not mounted and are required to be, the vendor will notify the appropriate County Department Head so that the County can remedy the problem.
11. An excel spreadsheet of the fire extinguishers and their location may be requested from the Purchasing Division. This is an estimated list and will need to be updated by the awarded vendor.

Type of Extinguisher	Estimated Quantities
2.5# ABC	15
5# ABC	79
10# ABC	476
20# ABC	101
5# CO2	9
10# CO2	7
15# CO2	4
20# CO2	15
6 Liter K Class	7
2.5 Gal Water	29
1.75 Gal Water Mist	4

These quantities an estimate. The awarded vendor will need to keep a record of the fire extinguishers for all the County facilities. This list will need to be kept updated and made available on request to all County facilities upon request.

When hydro-testing is required, the price of hydro-testing and recharging will be combined for a total hydro test and recharge cost.

All maintenance/recharge/testing is done in compliance with NFPA 10 and all applicable regulatory standards.

Vendors must comply with all applicable approvals from appropriate regulatory agencies.

All fire extinguishers must be hydro-tested when required.

FIRE EXTINGUISHER SERVICE
BID #2025-029
DETAILED SPECIFICATIONS

Any repairs, upgrades, modifications, testing or recharging, including normal replacement components expected during routine maintenance must be approved in writing from the appropriate Albany County Department head, prior to completion.

Albany County reserves the right to award semi-annual inspections on Ansul and Fixed Fire Suppression Dry Chemical systems separately from Fire Extinguisher Services if it is in the County's best interest. Bidders must include certification for testing equipment with your bid.

Albany County will award the bid based on needed services and the estimated quantities indicated.

Point of Contact Department	Location
Justice Building	6 Lodge Street Albany, NY 12207
Family Court	30 Clinton Ave. Albany, NY 12207
Hockey Facility	18 Hockey Lane Albany, NY 12211
Hall of Records	95 Tivoli Street Albany, NY 12207
Albany County Court	16 Eagle Street Albany, NY 12207
Albany County DGS	Albany County Department of Social Services 162 Washington Avenue Albany, NY 12210
Albany County DGS	Lawson Lake Park 293 Lawson Lake Road Feura Bush, NY 12067
Albany County DGS	Shaker House
Albany County DGS	Spruce St. Garage
Albany County DGS	220 South Pearl Street
Albany County DGS	Albany County Probation 60 South Pearl Street Albany, NY 12207
Albany County DGS	240 South Pearl Street Albany, NY 12207
Albany County DGS	260 South Pearl Street Albany, NY 12207
Albany County DGS	Albany County Department of Health 175 Green Street Albany, NY 12207

Albany County DGS	Cornell Cooperative Extension 24 Martin Road Voorheesville, NY 12207
Albany County DGS	Albany County Office Building 112 State Street Albany, NY 12207
Albany County Correctional Facility	Albany County Correctional Facility 840 Albany Shaker Road Albany, NY 12211
Albany County DPW	Main Office - New Scotland Division 449 New Salem Road Voorheesville, NY 12186
Albany County DPW	Berne Division 821 Cole Hill Road East Berne, NY 12059
Albany County DPW	Coeymans Division 191 CR111 Alcove, NY 12207
Albany County DPW	Colonie Division 103 Heritage Lane Albany, NY 12211
Albany County DPW	Rensselaerville Division 265 CR357 Medusa, NY 12120
Albany County DPW	Westerlo Division 19 CR410 Westerlo, NY 12193
Albany County DPW	Knox Division 1296 Township Road (SR146) Knox, NY 12107
Shaker Place Rehabilitation and Nursing Center	100 Heritage Lane Albany, NY 12211
Albany County Water Purification District	North and South Plants

Albany County Sheriff	Albany County Sheriff EMS 21 Voorheesville Avenue Voorheesville, NY 12186
Albany County Sheriff	Albany County Sheriff 58 Verda Avenue Clarksville, NY 12041
Albany County Sheriff	Albany County Sheriff 380 Fox Creek Road Medusa, NY 12120
Albany County Sheriff Extinguishers for Vehicles Picked Up As Needed	Albany County Sheriff Vehicles 16 Eagle Street Albany, NY 12207

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Fire Extinguisher and Suppression System Inspection and Service**
Bid Number: **2025-029**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Fire Extinguisher and Suppression System Inspection and Service**
Bid Number: **2025-029**

DESCRIPTION	PRICE
1. 2.5 # ABC	
Service – annual maintenance	\$_____
Six (6) year maintenance and recharge	\$_____
Hydro-Tested	\$_____
Replacement Cost	\$_____
2. 5 # ABC	
Service – annual maintenance	\$_____
Six (6) year maintenance and recharge	\$_____
Hydro-Tested	\$_____
Replacement Cost	\$_____
3. 10 # ABC	
Service – annual maintenance	\$_____
Six (6) year maintenance and recharge	\$_____
Hydro-Tested	\$_____
Replacement Cost	\$_____

BID FORM
BID #2025-029

- | | | |
|----|---------------------------------------|----------|
| 4. | 20 # ABC | |
| | Service – annual maintenance | \$ _____ |
| | Six (6) year maintenance and recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 5. | 5 # CO2 | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 6. | 10 # CO2 | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 7. | 15 # CO2 | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |

**BID FORM
BID #2025-029**

- | | | |
|------------|------------------------------|----------|
| 8. | 20 # CO2 | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 9. | 2.5 GAL H2O | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 10. | 1.75 GAL Water Mist | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |
| 11. | 6 LITER K CLASS | |
| | Service – annual maintenance | \$ _____ |
| | Recharge | \$ _____ |
| | Hydro-Tested | \$ _____ |
| | Replacement Cost | \$ _____ |

BID FORM
BID #2025-029

12. **FM200 Cerberus Pytotronics Model #PCA90375-E (Hall of Records)**
Semi-annual Service \$_____
13. **Kitchen Knight II Model #PCL-460 (Nursing Home)**
Semi-annual Service \$_____
14. **Sapphire System (Correctional Fac.)**
Semi-annual Service \$_____
15. **Ansul R102 Wet Chemical System Class K (Correctional Fac.)**
Semi-annual Service \$_____
16. **FM200 Siemens Sinorex K System Model #FS250-SRX (Correctional Fac.)**
Semi-annual Service \$_____
17. **Pemall B Watchman PGS-70 Dry Chemical (Public Works)**
Semi-annual Service \$_____
18. **Pyro-Chem Notifier PAC10 (Public Works)**
Monarch PC1-17 ABC
Monarch PC1-70 ABC
Semi-annual Service \$_____
26. **Greenheck GXFW-8.00-S Exhaust Hood (Sheriff)**
Semi-annual Service \$_____

BID FORM
BID #2025-029

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

Kayla Cronin, Specification Technician
112 State Street
Albany NY 12207

Schedule Year 2024 through 2025
Date Requested 02/12/2025
PRC# 2025001786

Location Albany County Facilities
Project ID# 2025-029
Project Type This bid is for a 3 year contract for the service of fire suppression systems for Albany County Facilities.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: March 3, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF CONTRACT RENEWAL – Atalian Global Services US (Atalian), which has since been acquired by GDI Services, Inc. (GDI) effective as of November 1, 2023. The current cleaning contract for the arena, parking garage and walkway is scheduled to expire on September 30, 2025 (the Initial Term). Within the current contract there is a mutual option to renew the agreement for one (1) additional three-year term.

GDI has done an excellent job cleaning the facility, garage and walkway during the initial term of the contract. The local manager with GDI has become an integral part of the overall team that operates the MVP Arena. With all the dirt events, ice events, changeovers and massive quantity of garbage that comes out of the arena due to consumption of products from concession stands etc., the need for the cleaning company to have a complete understanding of what we need done and their ability to react very quickly when called on the radio on event nights is critically important. GDI has checked all the right boxes and their services to date have been good. We are asking Albany County for an approval to exercise the mutual option to enter a second term for three additional years, which will extend from October 1, 2025, through September 30, 2028. GDI is subject to and is required to pay prevailing wages to its staff members. They are following all OSHA requirements, and they have replaced their equipment consistently to ensure their staff can thoroughly clean all surfaces and areas throughout the facility, garage and walkway areas.

Thank you for your support in this request.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6463, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for approval of Contract Renewal for GDI Services, Inc formerly Atalian Global Services US

Date: 03/03/2025
Department: MVP Arena
Attending Meeting: Bob Belber, GM
Submitted By: Christine Hayes
Title: HR Manager
Phone: 518-487-2011

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Pete Ache, Regional Vice President / GDI Services, Inc 24300 Southfield Rd. Suite 300 Southfield, MI 48075

Enter text.

Term: (Start/end date or duration) October 1 2025 - September 30, 2028
Amount/Raise Schedule/Fee: \$1,031,582 Annually

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 332 09/12/22

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Request for approval of contract renewal - Atalian Global Services US which has since been acquired by GDI Services, Inc effective as of November 1, 2023. The current cleaning contract for the arena, parking garage and walkway is scheduled to expire on September 30, 2025 (the initial term). Within the current contract there is a mutual option to renew the agreement for one (1) additional three-year term.

GDI has done an excellent job cleaning the facility, garage and walkway. We are asking for approval to exercise the mutual option to enter a second term for three additional years, which will extend from October 1 2025, through September 30, 2028. GDI is subject to and is required to pay prevailing wages to its staff members.

AGREEMENT BETWEEN THE COUNTY OF ALBANY,
ASM GLOBAL AND ATALIAN US NORTHEAST, LLC
FOR CLEANING SERVICES AT THE ALBANY COUNTY MVP ARENA

PURSUANT TO RES. NO. 332 ADOPTED SEPTEMBER 12, 2022

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County" or "Owner") and Atalian US Northeast, LLC, a Delaware limited liability company, registered to do business in New York State, with its principal place of business located at 525 Washington Blvd., 25th Floor, Jersey City, New Jersey 07310 (hereinafter, the "Contractor") and ASM Global, as management agent for the County at the Albany County MVP Arena, with a principal place of business located at 51 South Pearl Street, Albany New York 12207 (hereinafter called "ASM," and with the County and Contractor, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County requires cleaning services at the Albany County MVP Arena (hereinafter, the "MVP Arena"); and

WHEREAS, ASM, the County's managerial agent at the MVP Arena, issued a request for bids for the aforesaid cleaning services, said request having been denominated as RFB #MVP2022-01, issued on June 26, 2022 and published on July 7, 2022 (hereinafter, the "RFB"); and

WHEREAS, ASM issued two (2) addenda to the RFB, the first on July 15, 2022 (hereinafter the "Addendum #1") and the second on July 25, 2022 (hereinafter, the "Addendum #2," and together with the Addendum #1, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor submitted a Bid dated July 27, 2022 for the aforesaid cleaning services; and

WHEREAS, the County has accepted the Bid of the Contractor as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with Contractor for the cleaning services via Resolution No. 332 for 2022, adopted September 12, 2022; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in the following order: Addendum #2, Addendum #1; 3 the RFB; 4) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 Together and consistent with the Addenda, the Contractor shall provide all of the cleaning services described in the RFB at the section describing the MVP Arena Cleaning Specifications, unnumbered pages 1 through 7, the cleaning the Kalwal Systems, at numbered page 21 and the following page, the Milliken Recommended Carpet Maintenance Procedures, at numbered pages 1 and 2, and as requested by the County and/or ASM Global (hereinafter, the "work"); provide the work in the manner described in the RFB; meet all of the RFB's terms, conditions, requirements, provisions, etc.; provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work; and the work shall include, but is not limited to, the following:

2.1.1 If required, coordinating with the ASM Global regarding the scope of work, said coordination to occur before, during and after performing the work; and

2.1.2 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards.

2.2 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.3 The quality of work and services the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the These subparagraphs are mostly Contraction-contract specific, but you could use some of the language in a general services agreement, if applicable.

2.4 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from the County or ASM Global.

2.5 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation rates as described below:

Event Attendance/Type	Compensation
• Less than 4,501	\$2,312.00
• 4,501 -6,500	\$2,818.00
• 6501 -8,999	\$3,326.00
• 9,000 -10,999	\$3,889.00
• Greater than 10,999	\$5,407.00
• Double Events	\$6,809.00
• Triple Events	\$8,906.00
• Confetti Clean Up	\$1,243.00
• Dirt Tracks	\$3,002.00
• Circus	\$2,279.00
• Block Party	\$1,418.00
• Porters for trade shows (hourly rate)	\$ 21.40
• Weekly Cleaning MVP Arena Proper	\$7,105.00
• Weekly Cleaning MVP Arena Atrium	\$1,777.00
• Weekly Cleaning MVP Arena Garage	\$1,777.00
• Add Alternate: Weekly Cleaning Plaza Walkway	\$1,722.00.

3.2 The parties agree that total compensation for the term of this Agreement shall not exceed:

Weekly Cleaning – MVP Arena Proper	\$7,105.00/week \$369,460.00/annually
Weekly Cleaning – MVP Arena Atrium	\$1,777.00/week \$92,404.00/annually
Weekly Cleaning – MVP Arena Garage	\$1,777.00/week \$92,404.00/annually

3.2 The compensation rates/pricing set forth in the Bid shall remain firm for the entire term of this Agreement, and renewal term(s), if any.

ARTICLE 4. PAYMENT

4.1 Prior to payment, the items furnished and or work performed by the Contractor shall be inspected by ASM Global or its designee to determine conformity to specification. No payment shall be made for items or work not meeting specification.

4.2 Upon the Contractor's submission of an invoice, allowable on a weekly basis, together with a certified payroll, payment shall be made to the Contractor by ASM Global in accordance with the compensation rates described in Paragraph 3.1, after review and approval by ASM Global of said invoice.

4.3 Payment Terms: Net 30 following issuance of invoice. Such invoices shall be substantially in the form as provided herein as Schedule 1 (Contractor Form Invoice).

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on October 19, 2022 and shall continue in effect through September 30, 2025 (the "Initial Term"). At the end of the Initial Term, upon mutual agreement of the Parties, the Agreement may be renewed for one (1) additional three-year term.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County and/or ASM Global, as follows:

6.1.1 If at any time during the term of the Agreement, ASM Global deems the Contractor has failed to meet the requirements of the Agreement, ASM Global shall issue a written notice, detailing the non-performance, and the Contractor shall be provided sufficient time to respond in writing to said notice;

6.1.2 After review of the written response, if any, ASM Global shall set forth the reasonable time to remedy the work that was not performed by the Contractor, and shall have discretion to charge the Contractor a fine of up to FIVE HUNDRED AND 00/100 DOLLARS (\$500.00);-and

6.1.3 During the term of the Agreement, after the issuance of more than four (4) non-performance notices which have included the imposition of fines, the County or ASM Global may terminate the Agreement for cause.

6.1.4 In the event of termination, ASM Global shall pay the Contractor for all services rendered prior to the effective date of termination and, unless directed otherwise by the ASM Global, services will continue to be performed up to and including the date of termination.

6.2 The Contractor may terminate this Agreement if SMG and the County is substantially in breach of it.

- 6.3 In the event of a breach by the Contractor, the Contractor shall pay to the County and ASM Global together, all direct damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.
- 6.4 Except with respect to damages arising out of third party claims indemnifiable pursuant to Article 12, no Party shall be liable to the other Party for any consequential, indirect, special, incidental, penalty or similar damages (including lost profits), even if such other party has advised the first party of the possibility of such potential liability, and the maximum cumulative liability of the Contractor under the Agreement shall be the applicable limit under the Contractor's policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than \$8,000,000 in the aggregate.

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression,

military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

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

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, ASM Global, MVP Healthcare; and all their respective their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW

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

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE; BONDS

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the following as additional insureds: the County of Albany, ASM Global, MVP Healthcare, and all their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers. The policies shall also designate the Bid #MVP2022-01, and said policies may only be changed upon thirty (30) days prior written approval by the County and ASM Global.

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

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County and ASM Global together, with a performance bond in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS, prior to commencing any work described in this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

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

ARTICLE 21. ENTIRE AGREEMENT

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

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

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

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

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

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

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with N.Y. LABOR LAW § 220-h, this Agreement requires that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the

work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

ARTICLE 29. MISCELLANEOUS PROVISIONS

29.1 In addition to the MacBride Principles of Fair Employment, Non-Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB, including, but not limited to, the Affirmative Action Policy.

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

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

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

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

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

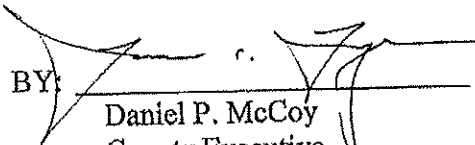
THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

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

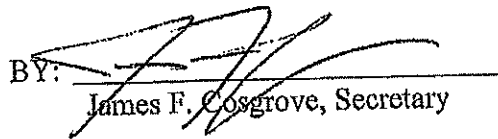
COUNTY OF ALBANY

DATED: 9/29/2022

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

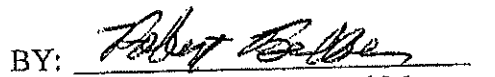
ATALIAN US NORTHEAST, LLC

DATED: 27 September 2022

BY: 
James F. Cosgrove, Secretary

ASM GLOBAL

DATED: September 29, 2022

BY: 
Robert Belber, General Manager

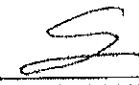
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the _____ day of _____, 2022, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 29th day of September, 2022, before me, the undersigned, personally appeared Daniel C. Lynch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

EUGENIA K. CONDON Notary Public, State of New York Registration No: 02CO4969817 Qualified in Albany County Commission Expires July 23, 2026

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

On the 29th day of SEPTEMBER, 2022, before me, the undersigned, personally appeared Robert Belber personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



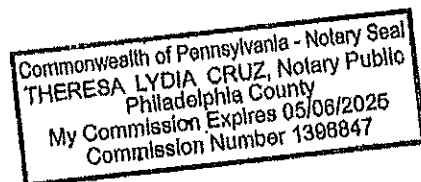
NOTARY PUBLIC

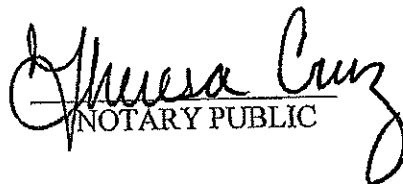
GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025



STATE OF Pennsylvania)
COUNTY OF Philadelphia) SS.:

On the 27th day of September, 2022, before me, the undersigned, personally appeared James F. Casgrove personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

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

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

4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

SCHEDULE 1

Contractor Form Invoice

ATALIAN

INVOICE
455555

[ATALIAN ENTITY]
525 Washington Boulevard 25th Floor
Jersey City, NJ 07310
T: +1 212.889.0353
www.atalian.us

For billing inquiries please contact:
billing.us@atalianworld.us

Bill To: [CUSTOMER COMPANY NAME]
ATTN: ACCOUNTS PAYABLE
[CUSTOMER STREET ADDRESS]
[CITY, ST ZIP]

Invoice Date: MM/DD/YYYY

Customer No.	Payor No.	Purchase Order No.	Service Period	Payment Terms	Due Date
			MONTH YEAR	Net Due in ## Days	MM/DD/YYYY
Work Order #	Description		Tax	Amount	
12345	Monthly Janitorial Service 1st Location Site Address		---	---	
12346	Monthly Janitorial Service 2nd Location Site Address		---	---	
12346	Monthly Janitorial Service 3rd Location Site Address		---	---	

PLEASE REMIT TO:
[ATALIAN ENTITY]
PO BOX
CITY, ST ZIP

Bank of America
Routing Number:
Account Number:
Account Name:
Email: remittance.us@atalianworld.us

Sub Total
Sales Tax
Total Invoice



PRIVATE & CONFIDENTIAL

BY EMAIL

To whom it may concern

Object: New Billing Information Atalian Global Services US, Inc.

Dear Madam or Sir,

As announced on October 16, 2023, Atalian Global Services US ("**Atalian**") has been acquired by **GDI Services, Inc.** effective November 1, 2023. **GDI Services, Inc.** is a wholly owned subsidiary of GDI Integrated Facility Services Inc., one of the largest facility services providers in North America with more than 26,000 employees operating across Canada and the USA.

As of the November 1, 2023, all payments owing to Atalian should be remitted to GDI Services, Inc. using the banking information enclosed.

GDI Services, Inc. will continue to perform its services in the same manner as they were performed by Atalian before the acquisition. It is important to note that there will be no change in our relationship with you. You will still be serviced by the same personnel and managers. We look forward to sharing **GDI Services, Inc.** full line of service offerings with you and your team soon. The terms and conditions of our outstanding agreements will remain the same.

As of November 1, 2023, please update your accounting and billing information as follows:

Supplier Name	GDI SERVICES, INC.
Supplier Address	24300 Southfield Rd. Suite 300 Southfield, MI 48075
Tax Registration Information	39-2079800

If you have any questions, please contact matt.nesbett@gdi.com. Unless an objection to this notice is received within 10 days, **GDI Services, Inc.** will presume that you have accepted the terms contained herein.

Best regards,

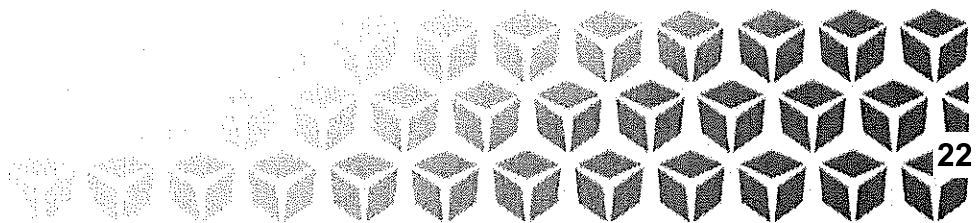
GDI Services, Inc.

By: Matt Nesbett, SVP



Banking and Payment Information :

Bank Name:	BMO Harris Bank
Address:	111 W. Monroe St., Chicago, IL 60603
Routing No:	071000288
Account No:	2645679 SWIFT Address: HATRUS44
Account Type:	Corporate Checking
Account Name:	GDI Services Inc.



Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td colspan="2">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GDI Services Inc.</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above</td> </tr> <tr> <td style="width: 70%;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ </td> <td style="width: 30%;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) </td> </tr> <tr> <td colspan="2">5 Address (number, street, and apt. or suite no.) See instructions. 24300 Southfield Road, Suite 300</td> </tr> <tr> <td colspan="2">6 City, state, and ZIP code Southfield, Michigan 48075</td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GDI Services Inc.		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	5 Address (number, street, and apt. or suite no.) See instructions. 24300 Southfield Road, Suite 300		6 City, state, and ZIP code Southfield, Michigan 48075		7 List account number(s) here (optional)	
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GDI Services Inc.													
2 Business name/disregarded entity name, if different from above													
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)												
5 Address (number, street, and apt. or suite no.) See instructions. 24300 Southfield Road, Suite 300													
6 City, state, and ZIP code Southfield, Michigan 48075													
7 List account number(s) here (optional)													

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Denise Smith</i>	Date ▶ 02/13/2023
-----------	--	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

RESOLUTION NO. 332

**AUTHORIZING AN AGREEMENT WITH ATALIAN US NORTHEAST, LLC
REGARDING JANITORIAL AND CLEANING SERVICES AT THE MVP
ARENA**

Introduced: 9/12/22

By Audit and Finance Committee:

WHEREAS, By Resolution No. 329 for 2019 this Honorable Body authorized an agreement with Executive Cleaning Services of Albany, Inc. regarding janitorial and cleaning services at the MVP Arena (previously known as the Times Union Center) in an amount not to exceed the agreed upon weekly cleaning rate, which varies based on attendance figures, for the term commencing November 16, 2019 and ending November 15, 2022, and

WHEREAS, The General Manager of the MVP Arena has indicated that Executive Cleaning Services of Albany, Inc. has requested to end its contract early as of October 18, 2022, and

WHEREAS, The General Manager further indicated that a Request for Bids was issued for cleaning services, that two bids were received, and after a review of the bids, Atalian US Northeast, LLC. (d/b/a as Atalian Global Services) was recommended as the lowest responsive bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atalian US Northeast, LLC., Jersey City, New Jersey, 07310, regarding janitorial and cleaning services at the MVP Arena in an amount not to exceed \$1,031,582 annually, with a total amount not to exceed \$3,094,746, for the term commencing October 19, 2022 and ending October 18, 2025, with an option to renew for one additional three-year term, 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

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: March 31, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 19 – SARATOGA EAGLE
SALES AND SERVICE, INC.

Please see the Request for Legislative Action for the renewal of the Suite # 19 – Saratoga Eagle Sales and Service, Inc. lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant has been a suite holder since the early 1990's. Saratoga Eagle is a beer distributor that distributes many brands of beer and other products as well as Anheiser Busch products. They have been a suite holder for many years.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6497, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for approval of renewal lease for Suite # 19 - Saratoga Eagle Sales and Service, Inc.

Date: March 31, 2025

Department: MVP Arena

Attending Meeting: Bob Belber, GM

Submitted By: Christine Hayes

Title: HR Manager

Phone: 518-487-2011

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Jeff Vukelic, CEO/President Saratoga Eagle Sales & Service, Inc. 45 Duplainville Road Saratoga Springs, NY 12866

Term: (Start/end date or duration)

September 1, 2025 - August 31, 2028 (three-years)

Amount/Raise Schedule/Fee:

\$54,500 Annually

BUDGET INFORMATION:

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Budget:

Yes ☒ No ☐

Spreadsheet attached:

Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	0	County:	0
State:	0	Local:	100

County Budget Accounts:

Revenue Account and Line: AA712802451

Revenue Amount: \$54,500

Appropriation Account and Line: Enter text.

Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 400 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The tenant has been a suite holder since the early 1990's. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028. The annual fees payable from the tenant equal \$54,500.00. The total value of the lease over three years is \$163,500.00. The suite holder paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.



LETTER OF INTENT

BY

SARATOGA EAGLE SALES AND SERVICE, INC.

FOR CORPORATE SUITE #19

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #19 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

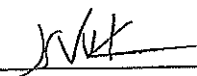
Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.



Letter of Intent
SARATOGA EAGLE SALES AND SERVICE, INC.
Suite #19
Page 2

Date: 3/10/25

Signature: 

Name (Print): Jeff Vukelic

Title: CEO/President

SARATOGA EAGLE SALES & SERVICE, INC. • SARATOGA SPRINGS, NY 12866

240006 - MVP ARENA

3/19/25

29692

Voucher #	INV DATE	INVOICE #	INV AMT	DISC AMT	NET AMT
164219	2/28/25	670	3000.00	0.00	3000.00
		TOTAL			\$3000.00

SARATOGA EAGLE SALES & SERVICE, INC.
43 DURLAINVILLE ROAD
SARATOGA SPRINGS, NY 12866

CONTROL NUMBER

CHECK DATE 3/19/25

CHECK NUMBER 29692

CHECK AMOUNT

****\$3,000.00

EXACTLY ****\$3000.00 DOLLARS AND 00 CENTS

M&T BANK
BUFFALO, NY

MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NY 12207

AT THE ORDER OF

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

10296921 10120000421 985.857571

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
SARATOGA EAGLE SALES AND SERVICE, INC.

Lease Authorization: Resolution No.: 400 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and Saratoga Eagle Sales and Service, Inc. with offices located at 45 Duplainville Road, Saratoga Springs, New York 12866 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 400 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 19 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a deposit in the amount of THREE THOUSAND 00/100 DOLLARS (\$3,000.00) in the form of a one-time non-refundable deposit from Suiteholder. This amount has been credited to the first required payment schedule.

2. FORTY EIGHT THOUSAND AND 00/100 DOLLARS (\$48,000.00) due on or before due on or before lease execution for the first year of the lease agreement. .

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the

event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such

damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the

assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	Saratoga Eagle Sales and Service
Department of Law	51 South Pearl Street	45 Duplainville Road
112 State Street, Rm. 600	Albany, New York 12207	Saratoga Springs, New York 12866
Albany, New York 12207		

ARTICLE 17. PARTIAL INVALIDITY

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

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing.

of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

Saratoga Eagle Sales and Service

Daniel P. McCoy
County Executive
or, Daniel C. Lynch

Robert H. Belber
G. M.

John Rogan
General Manager

Dated: 3/13/2023

Dated: 2/28/23

Dated: 2/27/23

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

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 13th day of March, 2023, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

NOTARY PUBLIC

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

On the 1 day of MARCH, 2023, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or, the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

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

On the 27 day of February, 2023, before me, the undersigned, a notary public in and for the state, personally appeared John Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.


NOTARY PUBLIC

Lori M. Jankowski
Notary Public, State of New York
No. 01JA6005685
Qualified in Saratoga County
My Commission Expires April 20, 2026

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

On the ____ day of _____, 2023, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

SUITE NO. 19
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

RESOLUTION NO. 400

**AUTHORIZING A LEASE AGREEMENT WITH SARATOGA EAGLE SALES
AND SERVICE REGARDING SUITE NO. 19 AT THE MVP ARENA**

Introduced: 11/14/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that Saratoga Eagle Sales and Service has an interest in a lease agreement for Corporate Suite No. 19 at the MVP Arena, and

WHEREAS, The General Manager has indicated that payments totaling \$51,000 per contract year for a total amount of \$153,000 shall be made for the term commencing September 1, 2022 and ending on August 31, 2025, and

WHEREAS, The General Manager has also indicated that the Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with Saratoga Eagle Sales and Service, Saratoga Springs, NY 12866 to lease Corporate Suite No. 19 at the MVP Arena in the amount of \$153,000 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, 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 - 11/14/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of November, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of November, 2022.


Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
MVP ARENA
51 SOUTH PEARL STREET
ALBANY, NEW YORK, 12207-2021
(518) 487-2000 - FAX (518) 487-2020
www.mvparena.com

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: March 3, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

Re: REQUEST FOR APPROVAL OF RENEWAL LEASE FOR SUITE # 4 – PAMAL BROADCASTING

Please see the Request for Legislative Action for the renewal of the Suite # 4 – Pamal Broadcasting lease. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028.

The annual fees payable from the tenant equal - \$54,500.00. The total value of the lease over three years is - \$163,500.00. This tenant has been a suite holder since the early 1990's. The owners of the company (Jim Morrell & Family) own numerous radio stations in the Capital Region.

The suite holder has paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.

Thank you for your approval of this lease.

Sincerely,

Robert Belber
General Manager

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6498, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request for approval of renewal lease for Suite # 4 - Pamal Broadcasting

Date: March 31, 2025
Department: MVP Arena
Attending Meeting: Bob Belber, GM
Submitted By: Christine Hayes
Title: HR Manager
Phone: 518-487-2011

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

James Morrell, President Pamal Broadcasting 6 Johnson Road Latham, NY 12110

Term: (Start/end date or duration) September 1, 2025 through August 31, 2028 (Three-years)
Amount/Raise Schedule/Fee: \$54,500.00 Annually

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
 Anticipated in Budget: Yes ☒ No ☐
 Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	0	County:	0
State:	0	Local:	100

County Budget Accounts:

Revenue Account and Line:	AA712802451
Revenue Amount:	\$54,500.00
Appropriation Account and Line:	Enter text.
Appropriation Amount:	Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

File #: TMP-6498, **Version:** 1

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 196 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The tenant has been a suite holder since the early 1990's. The current lease expires on August 31, 2025. The new lease will be for a period/term of three years from September 1, 2025 through August 31, 2028. The annual fees payable from the tenant equal \$54,500.00. The total value of the lease over three years is \$163,500.00. The suite holder paid a deposit in the amount of \$3,000 which will be applied towards the first year's payable rent.



LETTER OF INTENT

BY

PAMAL BROADCASTING

FOR CORPORATE SUITE #4

The above-named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the MVP ARENA (hereafter the "MVP ARENA") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the MVP ARENA Private Corporate Suites, namely Suite #4 (hereafter the Suite). The cost to lease one of these suites will be FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$54,500.00) per contract year for a three (3) year term. The lease term is September 1, 2025, to August 31, 2028. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of Intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Firebirds arena football, Albany FireWolves lacrosse, and Siena College men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the MVP ARENA in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

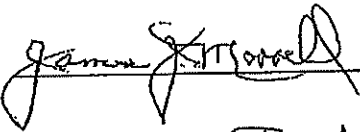
To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/100 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

MVP ARENASM

Albany, New York

Letter of Intent
PAMEL BROADCASTING
Suite #4
Page 2

Date: 3/10/2025

Signature: 

Name (Print): James J. Morrell

Title: President

PAMAL BROADCASTING, LTD.

8 Johnson Road
Latham, NY 12110
(518) 786-6600

accounts payable@pamal.com

TD BANK

20177

3/10/2025

PAY TO THE
ORDER OF

\$ 3,000.00

Three Thousand Dollars and 00 Cents DOLLARS

MVP ARENA
51 SOUTH PEARL STREET
ALBANY NY 12207

MEMO



AUTHORIZED SIGNATURE

⑈020177⑈ ⑆021302567⑆ 6251102819⑈

PAMAL BROADCASTING, LTD.

20177

Vendor ID	Name	Check Date	Payment Number	Check Number	
7200	MVP ARENA	3/10/2025	00000133054	20177	
Our Invoice Number	Description	Date	Amount	Amount Paid	Net Amount Paid
030825 A	Deposit on Suite 9/1/25-8/31/28	3/8/2025	\$3,000.00	\$3,000.00	\$3,000.00

\$3,000.00 \$3,000.00 \$3,000.00

PAMAL BROADCASTING, LTD.

20177

CAMAL BROADCASTING LTD.					
Vendor ID	Name	Check Date	Payment Number	Check Number	
7200	MVP ARENA	3/10/2025	00000133054	20177	
Our Invoice Number	Description	Date	Amount	Amount Paid	Net Amount Paid
030825 A	Deposit on Suite 9/1/25-8/31/28	3/8/2025	\$3,000.00	\$3,000.00	\$3,000.00

\$3,000.00 \$3,000.00 \$3,000.00

CORPORATE SUITE LEASE
between
THE COUNTY OF ALBANY
and
PAMAL BROADCASTING

Lease Authorization: Resolution No.: 196 for 2022

This is an Agreement to lease ("Lease") a suite at the Albany County Civic Center, currently known as the MVP Arena, by and between; the County of Albany, a municipal corporation organized and existing under the laws of New York State, with offices located at 112 State Street, Albany, New York 12207 (hereinafter referred to as "County") SMG, as managing agent of the MVP Arena with offices located at 51 South Pearl Street, Albany, New York 12207 (hereinafter "SMG") and Pamal Broadcasting with offices located at 6 Johnson Road, Latham, New York 12110 (hereinafter referred to as "Suiteholder").

WHEREAS, the County has available for lease certain private enclosed suites at its civic center; and

WHEREAS, Suiteholder proposes to lease one suite; and

WHEREAS, the Albany County Legislature by Resolution No. 196 for 2022 has authorized the County Executive to enter into this Lease Agreement;

NOW, THEREFORE, the County, SMG and Suiteholder, intending to be legally bound hereby, mutually agree as follows:

ARTICLE 1. LEASED PREMISES: SUITE

The County hereby leases to Suiteholder and Suiteholder hereby agrees to lease from County, Suite No. 4 (the "Suite") as more specifically described in Exhibit "A" for Suiteholder's use during the lease term.

ARTICLE 2. TERM

The term of this Lease shall be for a period of three (3) years, commencing on September 1, 2022 and ending on August 31, 2025. At the expiration of the term, Suiteholder shall return the suite to the County broom clean and without damage, reasonable wear and tear excepted. Any and all permanent fixtures and structural improvements provided by Suiteholder shall become the property of the County without any reimbursement by or cost to the County.

ARTICLE 3. PAYMENT

Suiteholder agrees to pay to the county the minimum fixed rent, and all other sums due and payable to the county pursuant to this agreement as additional rent, as follows:

A. The Suiteholder agrees to pay to the county during the three-year term of this Lease the sum of ONE HUNDRED FIFTY THREE THOUSAND AND 00/100 DOLLARS (\$153,000.00).

B. The annual rental payments totaling FIFTY ONE THOUSAND AND 00/100 (\$51,000.00) DOLLARS due hereunder shall be made as follows:

1. The County and SMG acknowledge a credit due to Suiteholder in the amount of FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,250.00) for payments made and accepted during a closure period of the Arena.

2. FORTY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$46,750.00) due on or before lease execution for the first year (2022) of the lease agreement.

3. FIFTY ONE THOUSAND AND 00/100 DOLLARS (\$51,000.00) due on or before September 1 during each subsequent contract year of the lease agreement.

C. The foregoing payment installments are solely for the Suiteholder's convenience. Any default in payment of installments set forth herein shall provide the County the right to elect, in addition to and not to the exclusion of any other remedy allowed by law:

1. To accelerate the whole of the amount set forth in Paragraph A above for the whole of the Lease term remaining, which amount shall become at once due and payable without notice or demand, and/or
2. To withhold providing the Suiteholder with tickets and parking tickets to all events until such time as the co-tenant is no longer in default of its payment obligations.

D. The term "Contract Year" as used herein, shall mean any year during the term hereof commencing on September 1, and ending the following August 31.

E. The Suiteholder shall pay any and all sales tax, if any, determined by the New York State Department of Taxation and Finance to be due and payable under the terms of this Lease.

F. A flat screen TV and cable access is provided in each suite. A current charge of \$20.00 per month is billed for cable service.

G. A telephone is provided in each Suite. Suiteholder will be billed a monthly fee of \$32.00 and for any long distance calls made from the telephone.

ARTICLE 4. OBLIGATIONS OF THE COUNTY

The County agrees to provide the following services and rights to Suiteholder with respect to the said Suite:

A. Suiteholder shall be entitled to the sole and exclusive use of the said Suite during all ticketed events throughout the term of this Lease, subject to the terms and conditions contained herein, with the exception of events and tournaments of the National Collegiate Athletic Association (NCAA). Suite tickets for NCAA events may be purchased by the Suiteholder at the sole expense of the Suiteholder. Notwithstanding any other provision to the contrary, if the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite to any NCAA event, the County shall have the right to assign the Suite during such NCAA events or retain the Suite for County use during such NCAA events without compensation to the Suiteholder. With the aforementioned exception for NCAA events for which the Suiteholder elects not to purchase all sixteen (16) tickets in the Suite, the County agrees, that so long as Suiteholder is not in default of any of the terms and conditions of this Lease, no other person or entity shall be permitted to use the Suite for any purpose at any time during the term of the Lease without each co-tenant's prior consent.

B. Suiteholder shall have the opportunity to purchase up to sixteen (16) tickets for seats in preferred locations outside the Suite for all ticketed events presented in the Arena for the duration of this Lease, except that for certain events in the discretion of SMG, the Suiteholder may be limited to eight (8) tickets in preferred locations outside of the Suite. Tickets for all Arena events purchased hereunder shall be at the sole expense of the Suiteholder. The price of such tickets shall be the price set for the seats in the row directly in front of the Suite.

C. Suiteholder shall receive during each contract year four (4) free reserved parking places in the adjoining parking garage for each and every ticketed event held at the Arena, except for NCAA Tournaments or Events. Parking for NCAA Tournaments and Events may be purchased separately at the sole expense of the Suiteholder.

D. Custodial cleaning of Suite after events and annual "spring cleaning."

E. Said suite shall accommodate sixteen (16) persons and shall be serviced and furnished as provided herein and in Exhibit "A" annexed hereto and made a part hereof.

F. The operational and management obligations of the County under this Lease will be implemented and administered by SMG.

ARTICLE 5. USE OF SUITE

A. Suiteholder shall use and occupy the Suite solely for the observance of events at the Arena in accordance with the terms of this Lease and such other written rules and regulations as the County may promulgate from time to time. Suiteholder's rights to use the Suite during all events throughout the term of this Lease shall be subject at all times to all of the terms and conditions contained herein.

B. Suiteholder's right of access to the Suite for any event shall be solely by presentation of tickets for such event, it being understood that the County shall furnish to Suiteholder the tickets for each event, such tickets to be made available by the County to Suiteholder prior to each event in accordance with procedures established by the County, subject to the terms and conditions set forth in this Lease.

C. Suiteholder shall not sell any food or beverages whatsoever in the Suite. Any food, or beverage used or required in the Suite shall be obtained from Aramark Corporation, or a concessionaire designated by the County, and Suiteholder shall promptly pay all bills for food, beverages and services furnished, sold or rendered to Suiteholder in connection with Suiteholder's use of this Suite. Notwithstanding the foregoing, Suiteholder shall have the right to bring or cause to be brought nonalcoholic beverages into the Suite for its own use or the use of its invitees provided that beverages shall not be brought into the Suite for the purpose of resale to the public and may not be provided by an outside caterer.

D. Suiteholder and Suiteholder's guests shall at all times maintain proper decorum while using the Suite and shall not attach or display any sign, advertisements or notices in or around the Suite without the prior written consent of the County, which consent shall not be unreasonably withheld.

E. Suiteholder and Suiteholder's guests shall comply with all applicable governmental laws and orders, including but not limited to all laws and orders governing smoking in public place. Suiteholder and Suiteholder's guests shall comply with all rules promulgated by the County relating to the use and occupancy of the Suite to the extent consistent with the rights of Suiteholder under this Lease.

F. Any changes or upgrading of the Suite's finishings and/or furnishings shall be solely at Suiteholder's expense and only with prior written permission of the County, which permission shall not be unreasonably withheld.

G. Suiteholder shall commit no waste of the leased premises and agrees to take good care of the premises, the fixtures and appurtenances.

ARTICLE 6. RIGHT OF ENTRY

The County and its employees and agents shall have the right to enter Suiteholder's leased premises for: (a) the performance of the duties required to be performed by the County hereunder, and for any and all purposes related thereto, and (b) to investigate any suspected violations of the provisions of this Lease, County rules, and/or any applicable governmental laws, orders, codes or regulations.

ARTICLE 7. INSURANCE.

A. Suiteholder, at its own expense, shall maintain and keep in effect, with insurance companies acceptable to the County, insurance hereinafter specified, with respect to Suiteholder's obligations under this Lease. Suiteholder shall provide the County annually with a certificate of insurance at least ten (10) days prior to the commencement of the contract year evidencing Suiteholder's payment for a comprehensive general liability policy covering bodily injury, property damage, personal injury and products liability coverage in the amount of at least ONE MILLION (\$1,000,000) DOLLARS per occurrence, including fire legal liability coverage in the amount of FIFTY THOUSAND (\$50,000) DOLLARS per occurrence. The insurance shall (a) name the County of Albany, State of New York, New York State Urban Development Corporation, SMG, MVP Health Care, as additional, co-insureds as their interest may appear, and (b) provide that the policy(ies) shall remain in full force and effect notwithstanding that the insured has waived his right of action against any party prior to the occurrence of a loss.

B. In the event Suiteholder fails to maintain and keep such insurance in effect, the County has the option to elect against such Suiteholder that fails to obtain and/or maintain insurance as required herein, (A) to treat such breach as a default and terminate any/or all Suiteholder's rights under this Lease in accordance with Article 9 of this agreement, (B) to cure such breach on reasonable notice to the Suiteholder, at the expense of such Suiteholder, and such Suiteholder shall be liable for the reasonable amount of all expenses incurred by the County in curing the breach on Suiteholder's behalf, which shall be payable to the County on demand as additional rent, or (C) to withhold providing Suiteholder with tickets and parking passes to all events until such time as Suiteholder has provided the County with proof, acceptable to the County, that insurance is in full force and effect.

ARTICLE 8. FORCE MAJEURE

It is understood and agreed that the County shall not be responsible to Suiteholder (through a refund of rent or otherwise) for the cancellation or non-performance of any events scheduled at the Arena due to any cause or circumstances beyond the County's control. Suiteholder shall have no claim against the County for any abatement of rent, nor shall the same constitute a constructive or partial eviction, unless the same is continuing for a period of one (1) month.

ARTICLE 9. DEFAULT AND TERMINATION

A. In addition to any other remedy to which the County may be entitled by law or as set forth in this Lease, in the event Suiteholder fails to promptly and timely make the payments required hereunder or otherwise breaches any of the terms and conditions herein contained or any rules promulgated hereunder, the County shall have the right to cancel this Lease on fifteen (15) days prior written notice, subject to the right of Suiteholder to cure such breach within said period, with the exception of any violation by Suiteholder of the provisions of Art. 11-B and/or C which violations Suiteholder shall not have the right to cure. All rights of Suiteholder under this Lease shall then terminate and the County shall have no further obligation of any kind to

Suiteholder and the County shall have the right to exclude Suiteholder from the Suite. In the event of termination, any advance rentals held by the County may be applied by the County to any obligation of the Suiteholder for the use of the Suite. Notwithstanding any exclusion under this Lease, the liability of Suiteholder for payments owed to the County in the form of rent and additional rent, shall not be extinguished for the balance of the term hereof and Suiteholder shall pay the County any deficiency arising from non-payment of such Suiteholder, including any deficiency resulting from reletting of the premises at a reduced rate. Further, the County shall have the right to relet Suiteholder's interest under this Lease and terminate Suiteholder's right under this Lease. Any re-letting of the premises upon termination, eviction, or re-entry shall be solely on Suiteholder's behalf and shall not be deemed to be the County's acceptance of Suiteholder's surrender of the premises. Any deficiencies arising from the re-letting shall be due from the defaulting Suiteholder on the first day of each of the following years for the remainder of the term.

B. In addition to any other remedy allowed by law or by this Lease, in the event either Suiteholder is in default of any obligation set forth in this Lease, the County retains the option to withhold providing a defaulting Suiteholder with event tickets and parking tickets until any breach or default is cured. Additionally, the County may also sue the defaulting Suiteholder each year for all payments due under this Lease until the end of the term.

ARTICLE 10. WAIVER, INDEMNIFICATION AND DAMAGE

A. The failure of any party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition or option in any other instance.

B. The County shall not be responsible for theft or any other loss or disappearance of any of the property of Suiteholder or its guests except if caused by the negligent act, omission or misconduct by the County, its employees or agents.

C. Suiteholder shall hold and save the County of Albany, State of New York, New York State Urban Development Corporation, MVP Health Care, and SMG, their officers, employees, and agents harmless from and indemnify them against any and all liability of any kind whatsoever occasioned within the Suite or ways or walks immediately adjacent thereto by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the Suiteholder or any of its officers, agents, representatives, guests, employees, invitees or any other persons admitted by the Suiteholder upon the premises except County or facility employees in the performance of their official duties. Suiteholder shall, at its own cost and expense, defend and protect the County, New York State Urban Development Corporation, MVP Health Care and SMG, their officers, employees and agents against any and all such claims or demands.

D. Suiteholder shall reimburse County for any destruction of or damage to the Suite or any County property caused by Suiteholder or Suiteholder's employees, guests and/or invitees.

E. If the Suite is destroyed or is substantially damaged by elements or fire or other casualty so as to become untenable, and the County elects to restore the Suite or repair such damage, this Lease shall remain in full force and Suiteholder shall be entitled to be reimbursed for the period the Suite is untenable. However, no such reimbursement shall be allowed if Suiteholder or Suiteholder's guests caused the destruction or damage. If the County does not elect, as aforesaid, to restore or repair the Suite within a reasonable period of time, the County shall have the right, to be exercised by notice in writing, delivered to Suiteholder within ninety (90) days from and after said occurrence, to terminate this Lease, and the tenancy hereby created shall cease as of the date of said occurrence, with rent to be adjusted as of the date of such occurrence.

ARTICLE 11. RENEWAL; ASSIGNMENT OR SUBLETTING; SALE OF PASSES

A. Renewal of Agreement

1. Upon expiration of the original term of this Lease (and upon expiration of any extended term or terms, arising pursuant to the provisions of this subparagraph) pursuant to County Law §215, the County shall grant to the Suiteholder the right of first refusal to enter into a new lease with respect to the Suite held by the Suiteholder.
2. The of first refusal shall be exercised by the Suiteholder, if at all, by written notice to the County at least one hundred and twenty (120) days prior to the expiration of the original term (or any such extended term) as provided. If Suiteholder does not timely notify the County, this Lease shall terminate at the conclusion of the original term or such extended term, as the case may be, and the County shall be free to lease the Suite to any party, commencing on the next following September 1st, it being understood that said first right of refusal, if not affirmatively exercised as aforesaid for any next succeeding term, lapses as to all subsequent terms. All property remaining on the premises after the last day of the term shall be conclusively deemed abandoned and may be removed by the County at the Suiteholder's expense. The County may also have any such property stored at the Suiteholder's sole risk and expense.
3. The right of refusal to renew shall be upon the same terms and conditions as are contained in this Lease, except that the annual payment for any additional term entered pursuant to this paragraph shall be mutually agreed to by the Parties, and finally approved by the Albany County Legislature in accordance with County Law §215.

B. Except as hereinafter provided, Suiteholder shall have no right to assign this Lease or to sell or sublet all or any portion of the Suite. The County shall have the prior right of review of any proposed assignment or subletting of the entire Suite to an entity. In determining whether to consent to such proposed assignment or sublease, the County shall give primary consideration to the financial capability of the entity to which such assignment or sublease is proposed. If such financial capability is demonstrated, consent shall not be unreasonably withheld. Upon prior

written notice, the Suiteholder may assign this Lease without County consent in the event of a merger, consolidation, or sale of all or substantially all of the Suiteholder's assets where the assignment is made to the survivor of such merger or consolidation or the purchaser of such assets. If consent is given by the County to an assignment or subletting of this Suite or any interest therein, the County shall not be barred from subsequently refusing to consent to any further assignment or sublease. Any attempt to sell, assign or sublet in violation of this paragraph without County consent, shall be deemed a default, entitling the County to elect any remedy authorized by law or by the terms of this agreement. If the premises are occupied by anybody other than Suiteholder, and Suiteholder is in default hereunder, the County may collect all payments due and owing from the occupant; but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting or the acceptance of such occupant as a Suiteholder or a release of Suiteholder from further performance of the covenant(s) herein contained.

C. No sale by Suiteholder of any tickets issued to it pursuant to Article 5 hereof is permissible; and any sale or attempted sale of such tickets by Suiteholder will be deemed to be a material breach of Suiteholder's obligations hereunder, and shall subject Suiteholder to the termination provisions of Article 9 at the sole option of the County. The unauthorized sale of any tickets by agents, employees or guests of Suiteholder will not be deemed a material breach of the lease subjecting Suiteholder to the termination provisions of Article 9. Suiteholder reserves the right to distribute tickets for promotion, advertising or other similar purposes.

ARTICLE 12. RIGHT TO CURE; CONDITIONS OF LIABILITY; RIGHT TO SHOW PREMISES.

A. In the event Suiteholder breaches any covenant or condition of this Lease, the County may, on reasonable notice to Suiteholder (except that no notice need be given in case of emergency), cure such breach at the expense of the Suiteholder. Any reasonable expenses incurred by the County or by SMG acting on the County's behalf to cure, shall be deemed additional rent and shall be payable on demand.

B. Suiteholder shall not be entitled to claim a constructive eviction from the premises unless the Suiteholder first notifies the County in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, the County fails within thirty (30) days after receipt of said notice to remedy such conditions.

C. The County has the right to enter the Suite to show the premises to prospective lessees or sublessees.

ARTICLE 13. SUCCESSORS AND ASSIGNS

This Lease and the covenants and conditions herein contained shall be binding upon, and inure to the benefit of, the Parties hereto, their respective heirs, devisees, personal representatives, and permitted successors and assigns. This Article shall not be construed to convey any right inconsistent with the terms of Article 11 relative to assignment of this lease or subletting of all or any portion of the Suite.

ARTICLE 14. HEADINGS; CONSTRUCTION

The headings appearing in this Lease are for the purpose of easy reference only and shall not be considered a part of this Lease or in any way to modify, to amend, or to affect the provisions hereof. This Lease shall be construed with equal weight for the rights of the Parties.

ARTICLE 15. ENTIRE AGREEMENT

The Parties agree that this Lease shall constitute the only agreement between them relative to the Suite and that no oral statements and/or no prior written matter extrinsic to this instrument shall have any force or effect. This Lease shall not be modified except by writing subscribed by all Parties.

ARTICLE 16. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Lease shall be deemed properly given if, and only if delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

County of Albany	SMG	Suiteholder
County of Albany	SMG	Pamal Broadcasting
Department of Law	51 South Pearl Street	6 Johnson Road
112 State Street, Rm. 600	Albany, New York 12207	Latham, New York 12110
Albany, New York 12207		

ARTICLE 17. PARTIAL INVALIDITY

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

ARTICLE 18. MISCELLANEOUS

A. This Lease shall be governed by the Laws of the State of New York.

B. Notwithstanding any clauses to the contrary herein, any Suiteholder property brought into the Suite and not physically secured to said premises through normally accepted trade methods of permanent installation shall not become the property of any entity other than the Suiteholder.

C. The County shall hold and save harmless the Suiteholders, their employees, officers, agents and guests from and indemnify it, or any of them against any and all liability of any kind

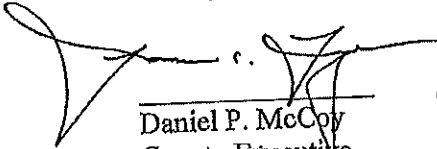
whatsoever occasioned in, on, upon or about the Albany County Civic Center by reason of any injury to property and/or third persons occasioned by any act or omission, neglect or wrongdoing of the County, SMG, their respective agents, employees, officers and guests, except for those persons admitted to the Suite by the Suiteholders. The County shall at its own cost and expense, defend and hold harmless the Suiteholders, their employees, officers, agents and guests against any and all such claims. The County hereby represents and warrants to the Suiteholders that the Albany County Civic Center is in and shall continue to be in compliance with all federal, state and local rules, regulations and law.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the day and year set forth below.

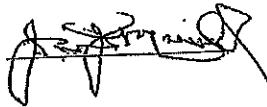
County of Albany

SMG

Pamal Broadcasting


Daniel P. McCoy
County Executive
or, Daniel C. Lynch


Robert H. Belber
G. M.



Dated: 1/9/2023

Dated: 1/11/22

Dated: 10/31/2022

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 9th day of January, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 11th day of NOVEMBER, 2022, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or, the person upon whose behalf the individual acted, executed the instrument.

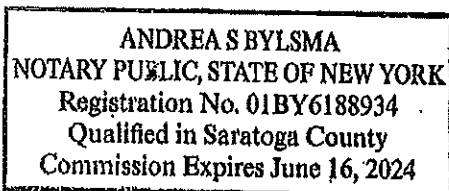
NOTARY PUBLIC

GARY C. HOLLE
Notary Public, State of New York
No. 01HO6362978
Qualified in Albany County
Commission Expires Aug 14, 2025

STATE OF NEW YORK)

COUNTY OF Albany) SS.:

On the 31 day of October, 2022, before me, the undersigned, a notary public in and for the state, personally appeared James J. Marvel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.



Andrea S. Bylsma
NOTARY PUBLIC

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

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
SUITE NO. 4
CORPORATE SUITE FURNISHINGS

Finished and furnished Suite shall include:

- a. Wall to wall carpeting;
- b. Acoustical tile ceiling;
- c. Upholstered fabric stadium chairs with arms-seating areas to be raised for maximum visibility;
- d. Washroom containing appropriate amenities;
- e. Bar with wet sink;
- f. Television monitor bracketed from ceiling;
- g. Sliding glass window opening onto auditorium;
- h. Telephone availability;
- i. Recessed step aisle lighting;
- j. Heating, ventilation, and air conditioning.

Any upgrading of the Suite finishings and furnishings desired by Suiteholder shall be at Suiteholder's sole expense and only with the prior written permission of the County, which shall not be unreasonably withheld. All such improvements, alterations or additions shall become the property of the County and shall remain on and be surrendered with the premises, as part thereof at the termination of this Lease without disturbance, molestation, or injury.

RESOLUTION NO. 196

**AUTHORIZING A LEASE AGREEMENT WITH PAMAL BROADCASTING
REGARDING SUITE NO. 4 AT THE MVP ARENA**

Introduced: 6/13/22

By Public Works Committee:

WHEREAS, The General Manager of the MVP Arena has indicated that Pamal Broadcasting has an interest to renew a lease agreement for Corporate Suite No. 4 at the MVP Arena in accordance with the terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder will be credited in the amount of \$4,250 for payments made during the months of April 2020 through April 2021 due to the closure of the MVP Arena caused by the COVID-19 pandemic, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$46,750 payment for year one, \$51,000 for year two, and \$51,000 for year three for a total amount of \$148,750, and

WHEREAS, The Suite holder will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark at the MVP Arena, and

WHEREAS, The term of said agreement to lease Suite No. 4 shall be for three years commencing September 1, 2022 and ending on August 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year lease agreement with Pamal Broadcasting, Latham, NY 12110 to lease Corporate Suite No. 4 at the MVP Arena in the amount of \$148,750 for the term commencing September 1, 2022 and ending August 31, 2025, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, 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.

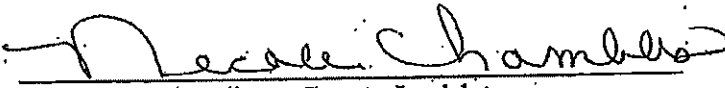
Adopted by unanimous vote - 6/13/22

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2022, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2022.


Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 2, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting authorization to renew our Memorandum of Agreement (MOA) with the Town of Guilderland to allow their Technology Department to use the County's 112 State Street, Albany, NY Data Center as a data backup site.

The Town of Guilderland will provide their own equipment, which includes a firewall, switch and data storage. The County will provide rack space, electricity and use of fiber connectivity – all of which are currently established. Albany County will not be responsible for maintenance of equipment. Any support for maintenance will be provided by the Town of Guilderland.

There is no cost to the County associated with this request. Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Patrick Alderson

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



County of Albany

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

Legislation Text

File #: TMP-6511, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting authorization to renew our Memorandum of Agreement (MOA) with the Town of Guilderland allowing use of the Albany County Data Center as a Data Backup Site for the Town of Guilderland

Date: 4/2/2025
Department: Div. of Info. Services
Attending Meeting: Patrick Alderson
Submitted By: Sue Gross
Title: Business Analyst
Phone: 518-447-5612

Purpose of Request: Contract Authorization Intermunicipal Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Town of Guilderland, 5209 Western Turnpike, Guilderland, NY 12084

Term: (Start/end date or duration) 6/1/2025 - 5/31/2026
Amount/Raise Schedule/Fee: \$0.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

File #: TMP-6511, **Version:** 1

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 396 of 2024 - certified copy dated 7/8/24.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Albany County Division of Information Services is requesting authorization to renew our Memorandum of Agreement with the Town of Guilderland to allow their Technology Department to use the County's 112 State Street Data Center as a data backup site. The Town of Guilderland will provide their own equipment to include a firewall, switch and data storage. The County will provide rack space, electricity and use of their fiber connectivity - all of which are currently established. Albany County will not be responsible for maintenance of equipment. Any support for maintenance will be provided by the Town of Guilderland. There is no cost to the County associated with this request.

RESOLUTION NO. 396

**AUTHORIZING AN AGREEMENT WITH THE TOWN OF GUILDERLAND
REGARDING THE USE OF DATA CENTER SPACE AND FIBER
CONNECTIVITY LOCATED AT 112 STATE STREET**

Introduced: 7/8/24

By Public Works Committee:

WHEREAS, The County Chief Information Officer has requested authorization to enter into an agreement with the Town of Guilderland regarding the use of data center space and fiber connectivity at 112 State Street, and

WHEREAS, The Chief Information Officer has indicated that the Town of Guilderland will provide their own equipment to include firewall protection, switch and data storage, and support and maintenance of the equipment at no cost to the County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Town of Guilderland regarding the use of County data center space and fiber optics connectivity located at 112 State Street at no cost to the Town for a term commencing June 1, 2024 and ending May 31, 2025, 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.

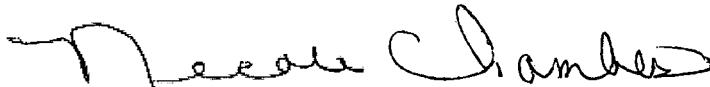
Adopted by unanimous vote – 7/8/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of July, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of July, 2024.



Clerk, Albany County Legislature

MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF ALBANY AND THE TOWN OF GUILDERLAND

CONTRACT NO. 2024-1968 RESOLUTION NO. 396 OF 2024

This Memorandum of Agreement entered into as of the 1 day of June 2024, by and between the County of Albany, a municipal corporation duly organized under the State of New York, acting by and through its County Executive, and having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the Town of Guilderland, a municipal corporation duly organized under the laws of the State of New York, acting by and through its Town Supervisor, and having a principal place of business at 5209 Western Turnpike, Guilderland, New York 12084 (hereinafter, the "Town," and together with the County, may be referred to herein as the "[P]arties.").

WITNESSETH

WHEREAS, it is a priority of the County to engage in cooperative efforts with other municipal entities in order to provide improved services to their residents; and

WHEREAS, the Town is in need of a site location to use for data backup/recovery; and

WHEREAS, the County possesses the necessary site to assist the Town to properly conduct the aforementioned services; and

WHEREAS, each governing body finds that the performance of this Memorandum of Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Memorandum of Agreement;

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an Agreement with the Town to provide the aforesaid services via Resolution No. 396 of 2024 (adopted July 8, 2024); and

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement, the parties hereby agree as follows:

SECTION 1. SERVICES

1.1 The County shall provide a data disaster recovery site in the Albany County Data Center, located at 112 State Street, Albany, NY 12207, to the Town, for the use of space and fiber connectivity.

1.2 The County shall provide rack space, network connectivity and power in its Data Center.

1.3 The Town shall provide its own equipment to include firewall, switch and data storage, as well as support and maintenance at the aforementioned location, at no cost to the County. The County is not liable for any equipment or the maintenance and support for that equipment as provided by the Town. The Town is responsible for protecting and securing this equipment to include antimalware, security patches, and firmware updates within two (2) weeks of release.

1.4 The Town shall be responsible for the cost of new hardware or services beyond what the County already has in place, including changing the infrastructure to accommodate the Town and keep isolated from the County.

1.5 The Town's physical access to the Albany County Data Center is limited to normal business hours. In an Emergency Disaster Recovery Situation, the County shall work with the Town to provide physical access during non-business hours.

SECTION II. INDEMNIFICATION

The Town shall defend, indemnification, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Memorandum of Agreement, provided, however, that the Town shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Memorandum of Agreement shall commence on June 1, 2024 and continue in effect until May 31, 2025.

SECTION IV. AMENDMENTS

This Memorandum of Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Patrick Alderson, Chief Information Officer
Albany County Information Services
112 State Street, Suite 500
Albany, NY 12207

If to the Town of Guilderland:

Peter Barber
Town Supervisor
5209 Western Turnpike
Guilderland, New York 12084

SECTION VI. INSURANCE REQUIREMENTS

6.1 The Town shall maintain insurance in an amount not less than the value of the equipment utilized in the completion of this Memorandum of Agreement.

6.2 The Town shall also maintain insurance for Automobile, Bodily Injury, and Property damage for the equipment utilized in completing this Memorandum of Agreement in an amount not less than ONE MILLION (1,000,000.00) DOLLARS per occurrence subject to a THREE MILLION (\$3,000,000.00) DOLLARS aggregate. The Town will also maintain a minimum of ONE MILLION (1,000,000.00) DOLLARS in Cyber Liability coverage.

6.3 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.4 The Town shall provide Certificates of Insurance that fulfill the requirements of this Section before the services contemplated in this Memorandum of Agreement are commenced.

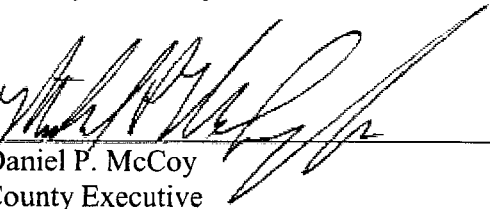
SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Memorandum of Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties

acknowledge that each has relied on its own judgment in entering into this Memorandum of Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Memorandum of Agreement, and that neither Party has relied on such prior statements or representations in connection with this Memorandum of Agreement.

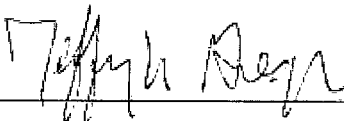
IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below.

The County of Albany

By: 
Daniel P. McCoy
County Executive
Or
Michael P. McLaughlin
Deputy County Executive

8/28/24
Date

The Town of Guilderland

By: 
Name: Jeffrey H. Gregory

8/21/2024
Date

Title: MIS Director

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

On the _____ day of _____, 2024, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 28th day of August, 2024, before me, the undersigned, a notary public in and for the state, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

YORDEN C. HUBAN
Notary Public, State Of New York
Not. Cert. # 00893
Qualified In Albany County
Commission Expires August 9, 20 25

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

On the 21st day of August, 2024, before me, the undersigned, a notary public in and for the state, personally appeared Jeff Gregory, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

LYNNE M. BUCHANAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BU6228335
Qualified In Albany County
Commission Expires December 11, 2028



County of Albany

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

Legislation Text

File #: TMP-6513, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to renew our Memorandum of Agreement with the City of Albany allowing use of the Albany County Data Center as a Data Backup Site for the City of Albany.

Date: 4/2/2025
Department: Div. of Info. Services
Attending Meeting: Patrick Alderson
Submitted By: Sue Gross
Title: Business Analyst
Phone: 518-447-5612

Purpose of Request: Contract Authorization Intermunicipal Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

City of Albany, City Hall, 24 Eagle Street, Albany, NY 12207

Term: (Start/end date or duration) 6/1/25 - 5/31/26
Amount/Raise Schedule/Fee: \$0.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

File #: TMP-6513, Version: 1

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 460 of 2024 - Certified copy dated 8/12/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Albany County Division of Information Services is requesting authorization to enter into a Memorandum of Agreement with the City of Albany to allow their Technology Department to use the County's 112 State Street Data Center as a data backup site. The City of Albany will provide their own equipment to include a firewall, switch and data storage. The County will provide rack space, electricity and use of their fiber connectivity - all of which are currently established. Albany County will not be responsible for maintenance of equipment. Any support for maintenance will be provided by the City of Albany.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 2, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting authorization to enter into a Memorandum of Agreement (MOA) with the City of Albany to allow their Technology Department to use the County's 112 State Street, Albany, NY Data Center as a data backup site.

The City of Albany will provide their own equipment, which includes a firewall, switch and data storage. The County will provide rack space, electricity and use of fiber connectivity – all of which are currently established. Albany County will not be responsible for maintenance of equipment. Any support for maintenance will be provided by the City of Albany.

There is no cost to the County associated with this request. Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Patrick Alderson, spg
Patrick Alderson

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

RESOLUTION NO. 460

AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY
REGARDING THE USE OF DATA CENTER SPACE AND FIBER
CONNECTIVITY LOCATED AT 112 STATE STREET

Introduced: 8/12/24
By Public Works Committee:

WHEREAS, The Chief Information Officer has requested authorization to enter into an agreement with the City of Albany regarding the use of County data center space and fiber connectivity located at 112 State Street for a term commencing January 1, 2016 and ending May 31, 2025, and

WHEREAS, The Chief Information Officer has indicated that the City of Albany will provide their own equipment to include firewall protection, switch, and data storage, as well as support and maintenance of the equipment at no cost to the County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the City of Albany regarding the use of County data center space and fiber connectivity located at 112 State Street, Albany, NY 12207 for a term commencing January 1, 2016 and ending May 31, 2025, 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.

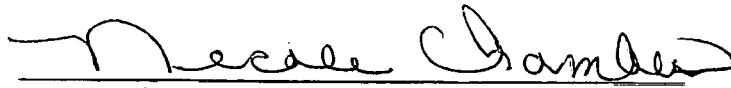
Adopted by unanimous vote – 8/12/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of August, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of August, 2024.



Clerk, Albany County Legislature

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND THE CITY OF ALBANY

CONTRACT NO. 2292 OF 2024

PURSUANT TO RESOLUTION NO. 460 OF 2024

This Memorandum of Agreement is made by and between the County of Albany, a municipal corporation duly organized under the State of New York, acting by and through its County Executive, and having a principal place of business at 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and the City of Albany, a municipal corporation duly organized under the laws of the State of New York, acting by and through its Mayor, and having a principal place of business at City Hall, 24 Eagle St, Albany, NY 12207 (hereinafter, the "City," and together with the County, may be referred to herein as the "[P]arties.>").

WITNESSETH:

WHEREAS, it is a priority of the County to engage in cooperative efforts with other municipal entities in order to provide improved services to their residents; and

WHEREAS, the City is in need of a site location to use for data backup/recovery;
and

WHEREAS, the County possesses data center space and fiber connectivity at 449 New Salem Road, Voorheesville, NY suitable to the City's needs; and

WHEREAS, the County has been providing the City with data center space and fiber connectivity for data backup/recovery since January 1, 2016 equivalent to that which will continue to be provided under this Memorandum of Agreement; and

WHEREAS, the City agrees to follow the policies and practices provided as an incorporated Addendum to this Memorandum of Agreement (together, the "Agreement");
and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Albany County Legislature has authorized the Albany County Executive to enter into an Agreement with the City to provide the aforesaid services via Resolution No. 460 of 2024 (adopted 8/12/2024); and

NOW THEREFORE, in consideration of the mutual benefits conferred by this Memorandum of Agreement and Addendum, the parties hereby agree as follows:

SECTION I. SERVICES

1.1 The County shall provide data center space and fiber connectivity for the use as a data disaster recovery site to the City at 449 New Salem Road, Voorheesville, NY.

1.2 The County shall provide rack space, network connectivity and power in its specified Disaster Recovery Site.

1.3 The City shall provide its own equipment to include firewall protection, switch and data storage, as well as support and maintenance of the equipment at the aforementioned location, at no cost to the County. The County is not liable for any equipment or the maintenance and support for that equipment as provided by the City. The City is responsible for protecting and securing this equipment to include antimalware, security patches, and firmware updates within two (2) weeks of release.

1.4 The City shall be responsible for the cost of new hardware or services beyond what the County already has in place, including changing the infrastructure to accommodate the City and keep isolated from the County.

1.5 The City's physical access to the Albany County Disaster Recovery Site is limited to normal business hours. In an Emergency Disaster Recovery Situation, the County shall work with the City to provide physical access during non-business hours.

1.6 The City will follow and provide documentation of adherence to practices as required by the Addendum, Albany County Technology Procurement – City Administrative Terms & Conditions.

SECTION II. INDEMNIFICATION

The City shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising from the services rendered by the County in relation to this Agreement, provided, however, that

✓ the City shall not be obligated to indemnify the County for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the County.

SECTION III. EFFECTIVE DATE AND TERM

The services and terms outlined in this Agreement shall be retroactive to January 1, 2016 and continue until May 31, 2025 upon execution of this agreement.

SECTION IV. AMENDMENTS

This Agreement represents the entire agreement between the Parties and no amendments or additions thereto or modifications thereof have been agreed to or shall be binding hereafter, unless evidenced in writing by the Parties.

SECTION V. NOTICE

All notices to be given hereunder shall be given in writing and shall be delivered personally or by U.S. mail as follows:

If to the County of Albany:

Office of the County Executive
Albany County
112 State Street, Room
1200
Albany, NY 12207

If to the City of Albany, NY

Kathy M. Sheehan
Mayor
24 Eagle Street
Albany, New York 12207

SECTION VI. INSURANCE REQUIREMENTS

6.1 The City shall maintain insurance in an amount not less than the value of the equipment utilized in the completion of this Memorandum of Agreement.

6.2 The City shall also maintain insurance for Automobile, Bodily Injury, and Property damage for the equipment utilized in completing this Memorandum of

Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence subject to a THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The City will also maintain a minimum of ONE MILLION DOLLARS (\$1,000,000) in Cyber Liability coverage.

6.3 Certificates of insurance shall be issued naming the County of Albany as certificate holder and primary/non-contributory additional insured as required by written contract.

6.4 The City shall provide Certificates of Insurance that fulfill the requirements of this Section before the services contemplated in this Memorandum of Agreement are commenced.

SECTION VII. ENTIRE AGREEMENT

This Memorandum of Agreement and incorporated Addendum represents the sole and entire agreement between the Parties and shall supersede any and all other agreements regarding the topic of this Agreement. The Parties acknowledge and agree that neither Party has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein and each of the Parties acknowledge that each has relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any prior statements or representations made, if at all, are void and of no effect on this Agreement, and that neither Party has relied on such prior statements or representations in connection with this Agreement.

IN WITNESS WHEREOF, each of the Parties has duly signed this Memorandum of Agreement on the dates written below.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The County of Albany

By: 

Daniel P McCoy

County Executive

or

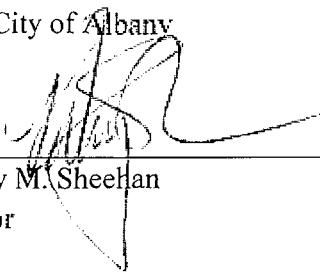
Michael P. McLaughlin

Deputy County Executive

12/4/24

Date

The City of Albany

By: 

Kathy M. Sheehan

Mayor

11/13/24

Date

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2024, before me personally came Daniel P. McCoy, to me known and known to me to be the Albany County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this 07th day of September, 2024, before me personally came Michael P. McLaughlin, me known and known to me to be the Deputy County Executive and the same person who executed the foregoing instrument; and they acknowledged that they executed the foregoing instrument on behalf of the County of Albany, New York as said Executive pursuant to the authority vested in them.

EUGENIA K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2027

Notary Public, State of New York

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:
CITY OF ALBANY)

On this 15th day of November, 2024, before me personally came Kathy Sheehan, to me known and known to me to be the Mayor of the City of Albany, New York, and the same person who executed the foregoing instrument; and she acknowledged that she executed the foregoing instrument on behalf of the City of Albany, New York, as said Mayor pursuant to the authority vested in her.

Shaniqua Jackson
Notary Public, State of New York
Reg. No. 01JA0017107
Qualified in Albany County
Commission Expires 11/29/2027

Shaniqua Jackson
Notary Public, State of New York

Addendum

Albany County Technology Procurement – City Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), “Albany County,” in writing, the City’s current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the City shall represent the below practices by providing the documentation of City’s adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

a) Secure System Development Lifecycle

i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:

- (1) Such policies shall define documented security roles for the software development team**
- (2) On no less than an annual basis, the City shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk**

ii) At least annually, the City shall provide training in secure software development practices to its developer workforce.

- (1) Such training shall be focused on the technologies in use within the software development environment**
- (2) Such training shall include a review of the City's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards**
- (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy**

iii) The City shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.

iv) The City shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

v) At no time during remote and /or on premises support, or any other time, shall City transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU

- vi) The City shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a City's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.
- vii) Upon request and with reasonable notice, the City shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.

b) Vulnerability Management

- i) The City shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
- ii) The City shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
- iii) The City shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
- iv) The City shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
- v) The City shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

c) Application Lifecycle Management

- i) The City shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
- ii) All applications released by City to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
- iii) The City shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
- iv) The City shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application

- (3) Maintain evidence of security checks and approvals
- (4) Include documented functional requirements and non-functional security requirements
- (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
- v) The City shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.

d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the City on its approved price list for the Contract. These specifications will be provided by the City at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. City shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the City must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the City, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery.

City representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required City Actions

Unless otherwise provided by law, in the event of a Data Breach, the City shall:

- i) notify the Albany County Chief Information Officer, the Albany County Cyber Incident Response Team, and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the City confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;
- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any City working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. City shall provide Written notice to the Authorized User as to all such corrective actions taken by the City to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if City is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the City will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against City to enforce the provisions of the New York State Information Security Breach

Notification Act (ISBNA) or (b) limit City's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the City is responsible for managing the Data, the City shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the City shall provide the Authorized User with the capability and the means or tools to meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, City may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

City must log in accordance with NIST 800-92, or its successor. Upon request, the City must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the City's security controls and their effectiveness.

City shall cooperate with all reasonable Authorized User requests for a written description of City's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any City's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, City shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the City shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the City shall not release Data without the Authorized User's prior written approval.

h) Security Policies

City must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the City shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The City shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall City transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The City shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a City's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the City shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The City shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The City shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The City shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The City shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The City shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The City shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by City to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The City shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The City shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the City knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the City, the City shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the City to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 4, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting legislative authorization to enter into an intergovernmental agreement with New York State Office of Information Technology Services and NYS Division of Homeland Security and Emergency Services to provide Albany County with a Cyber Information Sharing and Collaboration Solution. This solution offers fully managed and hosted security information and event management (SIEM) through a concierge team dedicated to Albany County who will augment our cyber security resources by deploying 24/7 monitoring of County computing assets and provide strategic guidance on our cyber security tools and planning efforts.

The initial term of the intergovernmental agreement shall be for a period of three (3) years beginning 7/1/2025 and will renew annually thereafter unless a Party gives notice of termination. This agreement reflects the Parties desire to enter into a long-term relationship to enhance collective cyber security and risk management capabilities.

Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Patrick Alderson/spg

Patrick Alderson

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



County of Albany

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

Legislation Text

File #: TMP-6519, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting permissions to enter into an Intergovernmental Agreement between NYS Office of Information Technology Services, NYS Division of Homeland Security and Emergency Services and Albany County to provide Cyber Information Sharing and Collaboration Agreement at no cost.

Date: 4/4/2025
Department: Information Services
Attending Meeting: Patrick Alderson
Submitted By: Sue Gross
Title: Business Analyst
Phone: 518-447-5612

Purpose of Request: Contract Authorization Intergovernmental Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Information Technology Services (ITS), Empire State Plaza, Swan Street Building Core 4, Albany, NY 12223
NYS Division of Homeland Security and Emergency Services (DHSES), Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, NY 12226

Term: (Start/end date or duration) 7/1/25 - 7/1/28
Amount/Raise Schedule/Fee: \$0.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 773 of 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This solution offers fully managed and hosted security information and event management (SIEM) through a concierge team dedicated to Albany County who will augment our cyber security resources by deploying 24/7 monitoring of County computing assets and providing strategic guidance on our cyber security tools and planning efforts.

CYBER INFORMATION SHARING AND COLLABORATION AGREEMENT
Between
the NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES,
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES

And
Albany County
X050124

This Agreement, made this _____ day of _____, 20____, by and between the New York State Office of Information Technology Services with offices at Empire State Plaza, Swan Street Building Core 4, Albany, New York 12223 (“ITS”), and the New York State Division of Homeland Security and Emergency Services (“DHSES”), having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226 (collectively referred to as the “State”), and Albany County, having its principal place of business located at _____, hereinafter referred to as “Participating Entity.” Each party to this Cyber Information Sharing and Collaboration Agreement (“CISCA or Agreement”) is referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, there is established within the State a Joint Security Operations Center (“JSOC”) to serve as the round the clock operational center for the purposes of sharing of cyber threat information that is uniquely positioned as a sharing hub to integrate information and facilitate operational collaboration from multiple sources; and

WHEREAS, the NY Security Operations Center Initiative ("hereafter, "NY SOC") is a one-of-a kind cooperative approach between State and local governments to enhance collective cybersecurity and risk management capabilities and provide Participating Entities with actionable information to prevent, detect, respond to and recover from cyber attacks; and

WHEREAS, DHSES is required to work with federal, state, local and private entities to protect the State’s critical infrastructure from cyber threats and vulnerabilities and to coordinate and facilitate information and intelligence sharing amongst these entities to assist in the early identification of and response to natural and manmade disasters; and

WHEREAS, ITS is responsible for protecting New York State Government’s cyber security infrastructure and does so by employing a multi-faceted approach that includes coordinating policies, standards and programs on cybersecurity across the State, partnering with State agencies and law enforcement, monitoring the State’s technology assets and responding to abnormalities and threats to their systems; and

WHEREAS, the Participating Entity provides vital services to the residents of New York State within its jurisdictional boundaries; and

WHEREAS, the Participating Entity desires to provide the State with Confidential Information or Cyber Information and logging data to contribute to an unprecedented level of visibility into potential threats across the State and increase efficiency in detecting and responding to cybersecurity events and incidents; and

WHEREAS, the State desires to receive, analyze, integrate and disseminate Confidential Information and Cyber Information from the Participating Entity and improve the State's collective cybersecurity and risk management capabilities; and

WHEREAS, the State is equipped to facilitate the exchange of Confidential Information and Cyber Information and offer a variety of services to Participating Entities, and

NOW THEREFORE, in furtherance of the above-referenced objectives the Parties desire to enter into this Agreement to share cybersecurity information and engage in collaboration activities as part of the NY SOC.

Definitions

"Authorized Activities:" Means:

- (i) A Cybersecurity Purpose; or
- (ii) The purpose of identifying a cybersecurity threat, including the source of such cybersecurity threat; or a security vulnerability;
- (iii) The purpose of responding to, or otherwise preventing or mitigating, a specific threat of death, a specific threat of serious bodily harm, or a specific threat of serious economic harm, including a terrorist act or use of a weapon of mass destruction;
- (iv) The purpose of responding to, investigating, prosecuting, or otherwise preventing or mitigating, a serious threat to a minor, including sexual exploitation and threats to physical safety.

"Confidential Information:" Means any non-public information that a Party ("Disclosing Party"), regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, electronic systems, federal government, or third-party contractors) provides to the other Party or Parties, its agents, employees, officers, partners, or subcontractors ("Receiving Party") or which the Receiving Party obtains, discovers, derives, or otherwise becomes aware of as a result of performance of this Agreement.

"Cyber Information:" Means information owned or derived by a Party relating to cyber intelligence, indicators of compromise, indicators of cyber threat, cybersecurity investigative information, defensive measures being taken during an ongoing or imminent threat, and other such information relating to cybersecurity including all types of security log data and telemetry from information systems and infrastructure.

“Cybersecurity Purpose:” Means the purpose of protecting an information system (of a Party) or information that is stored on, processed by, or transiting an information system from a cybersecurity threat or security vulnerability.

“Cybersecurity Threat:” Means an action that may result in an unauthorized effort to adversely impact the security, availability, confidentiality, or integrity of an information system or information that is stored on, processed by, or transiting an information system; but does not include any action that solely involves a violation of a consumer term of service or a consumer licensing agreement.

“Participating Entity:” Means a New York State local government that has entered into this Agreement that discloses Confidential Information or Cyber Information and receives Cyber Information from the State.

“Security Incident:” Means a cyber event that a Party believes has compromised or may compromise the security, confidentiality, availability or integrity of its data, systems, networks, or other information technology related assets.

1. Purpose

This Agreement sets forth the terms and conditions for the sharing of Confidential Information and Cyber Information and collaborative activities to achieve a Cybersecurity Purpose, including Participating Entities’ participation in such activities. This Agreement enables the State and the Participating Entity to share Confidential Information and Cyber Information and engage in analytical collaboration activities, including technical exchanges associated with cybersecurity risks.

2. Participating Entity

2.1 The Participating Entity shall designate Points of Contact, for both Information Technology and cybersecurity related issues, who will be involved in the receipt, dissemination and accountability of the handling Confidential Information or Cyber Information on the effective date of this Agreement and annually thereafter.

2.2 The Participating Entity’s Points of Contact shall attend any State training on submission, protection and handling of Confidential Information or Cyber Information.

2.3 The Participating Entity shall submit to, and continuously update as the information changes, the State a list of Participating Entity’s contractors whose contracts include protecting the Participating Entity’s information and information systems and who therefore may participate in operational data flow and analytic collaboration activities offered by the State.

2.4 The Participating Entity may request: (A) additional information related to risk mitigation efforts; (B) collaboration regarding cybersecurity risks, or (C) briefings of specific and relevant threat topics or incidents.

2.5 The Participating Entity may supply Confidential Information or Cyber Information for a Cybersecurity Purpose. The Participating Entity may or may not own the Confidential

Information or Cyber Information or be the source of the Confidential Information or Cyber Information it produces.

2.6 The Participating Entity shall use reasonable efforts to ensure that Confidential Information and Cyber Information shared is accurate at the time that it is supplied.

2.7 The Participating Entity shall use reasonable efforts to remove from Confidential Information or Cyber Information any information not directly related to a Cybersecurity Threat that the Participating Entity knows at the time of sharing to be personal information of a specific individual or information that identifies a specific individual.

2.8 The Participating Entity agrees that the State may disclose, pursuant to legal and regulatory limitations, use and retain Confidential Information and Cyber Information provided to the State for an Authorized Activity.

2.9 The Participating Entity may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in authorized activities, provided that such third-party representative (1) is advised by the Participating Entity of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

2.10 The Participating Entity agrees that, in the event that it discloses Confidential Information and Cyber Information by mistake or in error, it shall promptly notify the State and take all reasonable steps to mitigate, including sending a versioning update, as it is able.

2.11 The Participating Entity shall share Confidential Information or Cyber Information in accordance with State guidance.

2.12 The Participating Entity shall receive Confidential Information and Cyber Information in accordance with State guidance that identifies how Participating Entities can receive Confidential Information or Cyber Information.

2.13 The Participating Entity shall use Confidential Information and Cyber Information for Authorized Activities.

2.14 The Participating Entity shall provide, if requested by the State, a written description of the technical measures and/or protections it has implemented based on State-provided Confidential Information and Cyber Information.

2.15 The Participating Entity shall ensure that any risk mitigation efforts that are based on State-provided Confidential Information and Cyber Information do not initiate communications with related threat resources defined within State provided Confidential Information and Cyber Information without first coordinating such efforts with the State unless expressly prohibited from doing so by a law enforcement agency with proper jurisdiction.

2.16 The Participating Entity shall not disclose, advertise, or publicize, absent legal compulsion or other legal requirement, the identity of any Participating Entity absent that Participating Entity's prior written consent. If Participating Entity is legally compelled to disclose such information, it shall promptly notify the subject of the disclosure unless prohibited by court order.

2.17 The Participating Entity shall work with the State to implement and maintain systems responsible for the aggregation and transmission of Confidential Information and Cyber Information to the State in a robust and secure manner.

2.18 The Participating Entity shall remain responsible for meeting any and all data retention and compliance requirements outside of the environment.

2.19 The Participating Entity shall be responsible for resolving any disruptions in Confidential Information or Cyber Information transmission to the State. Failure to do so may impact the Participating Entity's benefit from State services.

3. NYS Responsibilities

3.1 The NY SOC is a State-provided interface for the sharing of information related to cybersecurity threats, incidents analysis and warnings for State and local governments. Confidential Information and Cyber Information received by the State will be accessible by all NY SOC personnel. All NY SOC personnel who may have access to Confidential Information and Cyber Information are subject to a formal background check requirement compliant with the FBI's Criminal Justice Information Services (CJIS) requirements and must take training consistent with the State's federal obligations. In addition to these requirements, vendor partners of the State who may need access to Confidential Information and Cyber Information to assist the NY SOC personnel in carrying out the services described in this Agreement, are also subject to certain non-disclosure agreements.

3.2 The State shall use Confidential Information and Cyber Information solely for Authorized Activities.

3.3 The State may incorporate the non-attributable and anonymized threat, vulnerability, or risk management portion of Confidential Information and Cyber Information submitted by a Participating Entity into analytical products.

3.4 The State shall provide an integrated analysis of Confidential Information and Cyber Information and coordinate and facilitate information sharing among Participating Entities to assist in the early detection and response to cybersecurity threats and security incidents.

3.5 The State may share Confidential Information and Cyber Information with Participating Entities and other entities but shall anonymize the identity of the Participating Entity from any Confidential Information and Cyber Information before sharing with other Participating Entities and other entities, unless the Participating Entity consents affirmatively to disclosure of its identity.

3.6 The State may disclose Confidential Information or Cyber Information to their third-party representatives who have a legitimate business need to know or use such Confidential Information or Cyber Information for purposes of aiding in Authorized Activities, provided that such third-party representative (1) is advised by the State of the sensitive and confidential nature of such Confidential Information or Cyber Information; and (2) agrees to comply with the provisions of this Agreement as if they were a Party.

3.7 The State shall coordinate periodic, relevant, technical exchanges, analytical collaboration, briefings and discussions to support the program activities described in this Agreement as appropriate.

3.8 The State shall respond to requests for information, collaboration, or briefings submitted by a Participating Entity, as appropriate and in accordance with State guidance.

3.9 The State shall maintain the mechanisms for ingesting Confidential Information and Cyber Information from Participating Entities. This pertains to all systems within the NY SOC environment.

3.10 The State shall develop guidance based on industry best practice to provide Participating Entities with instructions on how they must configure and support a secure and reliable transfer of Confidential Information and Cyber Information to the State.

4. Handling of Information

- a. Confidentiality Obligations. Each Party will:
 - i. Hold all Confidential Information and Cyber Information provided by the other Party in strict confidence, except as otherwise expressly permitted under this Agreement;
 - ii. Not disclose Confidential Information or Cyber Information of the other Party to any third-parties except to those who are subject to the same obligations as set forth in this Agreement, or as otherwise set forth in this Agreement;
 - iii. Not process Confidential Information or Cyber Information of the other Party in any way not authorized by this Agreement;
 - iv. Limit reproduction of the other Party's Confidential Information and Cyber Information to a need only basis;
 - v. When Confidential Information or Cyber Information is shared, not disclose any Confidential Information or Cyber Information that may be used to identify the other Party;
 - vi. In the event of an unauthorized or inadvertent use or disclosure of, or access to Confidential Information and Cyber Information, shall without unreasonable delay upon discovery that an unauthorized disclosure or loss has occurred, notify the other Party in writing and shall ensure a proper record of such unauthorized or inadvertent use, disclosure or access is kept and immediately provided to the other Party. The Parties shall also assist in any subsequent investigation of

the unauthorized or inadvertent use, disclosure or access and mitigate any possible resulting damages of same. A record required under this provision shall include, at a minimum, the following:

1. Date of the unauthorized use or inadvertent disclosure;
 2. Name of the recipient of the unauthorized use or inadvertent disclosure;
 3. Address of the recipient of the unauthorized use or inadvertent disclosure, if known;
 4. Brief description of the Confidential Information or the Cyber Information used or disclosed;
 5. Any remedial measures taken to retrieve or otherwise repossess such Confidential Information or Cyber Information; and
 6. All other details required or necessary for the Party disclosing the Confidential Information or Cyber Information to know when and how such unauthorized disclosure was made and what mitigating steps are being undertaken or recommended to remedy.
- vii. Take steps to avoid publication or dissemination of the Confidential Information and Cyber Information using at least the same degree of care as the Parties would use with respect to their own Confidential Information and Cyber Information; and
- viii. At all times, have the right to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Information and Cyber Information are being observed, and the Party receiving the request must promptly provide the assurances.

b. Exceptions Allowing Parties to Disclose Certain Confidential Information and Cyber Information

- i. The confidentiality obligations in this Agreement do not apply to the extent that the Party receiving the Confidential Information or Cyber Information can demonstrate or establish by written evidence that: (1) the Confidential Information or Cyber Information became part of the public domain other than through actions that constitute a breach of this Agreement or fault on the part of the Receiving Party; (2) the Confidential Information or Cyber Information was lawfully obtained by the Receiving Party from a source other than the Disclosing Party free of any obligation to keep it confidential; (3) Receiving Party developed such information independently of and without reference to any Confidential Information or Cyber Information of the Disclosing Party (Receiving Party shall bear the burden of proving such independent development); (4) the Disclosing Party expressly authorized disclosure of the Confidential Information or Cyber Information; (5) the Confidential Information or Cyber Information is required to be disclosed pursuant to law, regulation, judicial or administrative order, or request by a governmental or other entity authorized by law to make such request; provided, however, that the

Receiving Party shall comply with Section 4(b)(ii) (Disclosure if Legally Compelled) below; or (6) the Disclosing Party, in its sole discretion, agrees that the Confidential Information or Cyber Information has been anonymized to remove personal identifying information or information not otherwise disclosable under existing law.

ii. Disclosure if Legally Compelled

1. Notwithstanding anything herein, in the event that a Party receives notice that it has, will, or may become compelled, pursuant to applicable law, regulation, or legal process to disclose any Confidential Information or Cyber Information (whether by receipt of oral questions, interrogatories, requests for Confidential Information or Cyber Information or documents in legal proceedings, Freedom of Information Law ("**FOIL**") requests, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within two (2) business days of receipt of such notice, notify the other Party, orally and in writing, of the pending or threatened compulsion. In performing their obligations and exchanging information under this Agreement the Parties are acting in their common interests, each Party will maintain and support the attorney-client and work product privilege if asserted by the other Party.
2. To the extent permitted by law, the Parties will coordinate and cooperate with each other in advance of any disclosure, in order to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information or Cyber Information that must be disclosed.
3. To the extent permitted by law, the Parties will have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information or Cyber Information that must be disclosed.
4. Upon determination that Confidential Information or Cyber Information must be disclosed pursuant to this section, the Party receiving the request and its third-party representatives shall disclose only such Confidential Information or Cyber Information that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as may be affected by any protective order or other remedy obtained by a Party). The Party and its third-party representatives shall use all reasonable efforts to ensure that all Confidential Information or Cyber Information that is so disclosed will be accorded confidential treatment.

c. Security

- i. The Parties shall store Confidential Information and Cyber Information in

a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Information or Cyber Information under the provisions of this Agreement;

- ii. Temporary Suspension of Obligations. At any time, a Party may suspend performance of one or more of its obligations under this Agreement without terminating in the event of an actual or suspected Security Incident or a security breach of a third-party that may affect the suspending Party. The suspending Party will provide notice of the suspension as soon as practicable under the circumstances. Notwithstanding the foregoing, unless legally compelled without the possibility of contractual waiver, this Section 4(c)(ii) will not apply to Sections 4(a) and 13 of this Agreement.

d. Coordination of Public Statements

- i. Any public references to or descriptions of the existence of or nature of this Agreement, the program activities undertaken under this Agreement by either Party, or any Analytical Products produced jointly by the Parties under this Agreement shall be done only after coordination, in writing between the Parties.
- ii. Each Party shall receive written approval from the other Party before publishing in a journal or similar publications any Confidential Information or Cyber Information provided by the other Party under this Agreement or first created or developed jointly under this Agreement.

5. TERM

The term of this Agreement shall be for a period of three years and will automatically renew annually thereafter unless a Party gives notice of termination as required under Section 6 herein. This Agreement reflects the Parties desire to enter into a long-term relationship to enhance collective cybersecurity and risk management capabilities.

6. TERMINATION

a. For Convenience

Each Party retains the right to cancel the Agreement without cause and without penalty, provided that at least ninety (90) calendar days' notice of the Party's intent to cancel is given. This provision should not be understood as waiving a Party's right to terminate the Agreement for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

b. For Cause

For any material breach or failure of performance of the Agreement by a Party, the other Party may provide written notice of such breach or failure. A Party may terminate the Agreement if the other Party does not cure such breach or failure within thirty (30) calendar days after the giving of written notice to cure. No delay or omission to exercise any right, power, or remedy accruing to a Party upon breach or default by the other Party under the Agreement shall impair any such right, power or remedy, or shall be construed as a waiver of any such breach or default, or any

similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

c. Termination Notice

Notices required by this section shall be delivered to the other Party in writing, pursuant to the Notice provisions of this Agreement.

d. Data Migration and Destruction

Upon expiration or termination of this Agreement, the Parties agree to return each respective Party's Confidential Information and Cyber Information within a period of ninety (90) days following expiration or termination, including metadata and attachments, in a mutually agreed upon, commercially standard format. Thereafter, except for data required to be maintained by federal, state, and local laws, rules, regulations, ordinances, policies, standards, or guidelines or this Agreement, each Party shall destroy the other Parties' Confidential Information and Cyber Information from its systems and wipe all its data storage devices to eliminate any and all Confidential Information and Cyber Information from its systems. The sanitization process must be in compliance the NYS Security Standard, NYS-S13-003, available at <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and other sanitization and disposal standards where required by State policy or law. If immediate purging of all data storage components is not possible by a Party, that Party will certify that any Confidential Information or Cyber Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures until such purging is possible. The non-purging Party must then certify to the other Parties, in writing, that it has complied with the provisions of this paragraph including providing any supporting documentation as required.

7. WARRANTIES

To the extent permitted by law, there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

8. NO PERSONAL LIABILITY

No commissioner, officer, agent, or employee of either Party shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach hereof.

9. NO THIRD-PARTY RIGHTS

Nothing in the Agreement shall create or give to third parties any claim or right of action against the Participating Entity or the State beyond such as may legally exist irrespective of the Agreement.

10. NOTICES

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. Via certified or registered United States mail, return receipt requested;
- ii. By facsimile transmission;
- iii. By personal delivery;
- iv. By expedited delivery service; or

v. By email.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

ITS:

NYS Office of Information Technology Services
Division of Legal Affairs
Empire State Plaza, PO Box 2062 Albany, NY 12220-0062
Attn: Chief General Counsel
Email: its.sm.dla@its.ny.gov

DHSES:

NYS Division of Homeland Security and Emergency Services
Cyber Incident Response Team
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: CIRT Director
Email: CIRT@dhsec.ny.gov

With a copy to:

NYS Division of Homeland Security and Emergency Services
Office of Counsel
1220 Washington Ave, Bldg 7A
Albany, NY 12226
Attn: Deputy Counsel
Email: thomas.mccarren@dhsec.ny.gov

Participating Entity

Name:

Title:

Address:

Telephone Number:

E-Mail Address:

b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided, or in the case of facsimile transmission or email, upon receipt.

11. AMENDMENTS

This Agreement may be amended, modified or superseded, and the terms or conditions hereof may be waived only by a written instrument signed by the State and Participating Entity.

12. DISPUTE RESOLUTION

The Parties agree that prior to the commencement of any legal proceeding, the Parties shall, in good faith, attempt to resolve any disputes that arise from this Agreement. The Party commencing a dispute shall do so by submitting a description of the dispute in writing to the other Party's designated single point of contact. The following escalation procedures shall be followed:

- a. The Parties designated single points of contact shall attempt to amicably resolve the dispute within ten (10) business days, or as otherwise agreed to by the Parties.
- b. If the Parties designated single points of contact are unable to resolve the dispute, such dispute will be submitted to the ITS Chief Information Officer, the Commissioner of DHSES, and the Participating Entity's chief executive officer for resolution.

13. INDEMNIFICATION

- a. Subject to the availability of lawful appropriations, the Participating Entity shall hold the State, its officers, agents, and employees harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the Participating Entity or of its officers or employees when acting within the course and scope of their employment.
- b. Subject to the availability of lawful appropriations consistent with Section 8 of the State Court of Claims Act, the ITS and/or DHSES shall hold the Participating Entity harmless from and indemnify it for any final judgment of a court of competent jurisdiction or amounts paid in settlement of a third-party claim to the extent attributable to the negligence of the ITS and/or DHSES or of its officers or employees when acting within the course and scope of their employment.

14. GENERAL PROVISION AS TO REMEDIES

The Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or waiver of any event of default, shall exhaust or impair the right or remedy or constitute a waiver of, or acquiescence to, an event otherwise constituting a breach or default under the Agreement.

15. ADDITIONAL REMEDIES

In addition to any other remedies available to the Parties under this Agreement and state and federal law for the other Party's default, a Party may choose to exercise some or all of the following:

- Pursue equitable remedies to compel a Party to perform;
- Require a Party to cure deficient performance or failure to meet any requirements of the Agreement.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be construed to create any partnership, joint venture or agency relationship of any kind. Neither Party has any authority under this Agreement to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

17. ASSIGNMENT

The State may assign this Agreement, including all right and responsibilities to any successor NYS entity. The Participating Entity will be provided notice of any assignment. The Participating Entity may assign this Agreement as required by operation of law or with the consent of the State, such consent shall not be unreasonably withheld. Such assignment may be subject to approval by OSC, if applicable.

18. NON-WAIVER

The failure by any Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any Party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

19. ENFORCEABILITY/SECTION HEADINGS

In the event any clause, or any part or portion of any clause of this Agreement shall be held to be invalid, void, or otherwise unenforceable, such holding shall not affect the remaining part or portions of that clause, or any other clause hereof. The section headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or fully describe the scope or intent of any provision of this Agreement.

20. JURISDICTION

This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise, and all claims concerning this Agreement shall be determined in a court of competent jurisdiction in the county of the state of New York in which the claim is alleged to have arisen.

21. EXECUTION

By execution, delivery and performance of this Agreement, each party represents to the other that it has been duly authorized by all requisite action on the part of the Participating Entity and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

22. ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the Participating Entity, ITS, and DHSES with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

23. ORDER OF PRECEDENCE

The provisions of this Agreement and, if applicable, the Intergovernmental Agreement for the Provision of Endpoint Protection and Response Services (EDR Agreement) shall be construed and interpreted as consistent whenever possible. In the event of a conflict between the terms of this Agreement and the EDR Agreement, the terms of this Agreement shall take precedence.

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

By: _____

Name: _____

Title: _____

Date: _____, 20__

CORPORATE ACKNOWLEDGMENT STATE OF _____ } ss.: COUNTY OF _____ } On the _____ day of _____ in the year 20__, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at _____, Town/City of _____, County of _____, State of _____; and further that s/he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of _____, s/he is authorized to execute the foregoing instrument on behalf of _____ for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public

NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES By:

_____ .

Name: _____

Title: _____

Date: _____, 20__

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY
SERVICES

By: _____

Name: _____

Title: _____

Date: _____, 20__

RESOLUTION NO. 773

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH NEW YORK STATE REGARDING AN ATTACK SURFACE MANAGEMENT SOLUTION

Introduced: 12/2/24

By Public Safety Committee:

WHEREAS, The Chief Information Officer has requested authorization to enter into an intergovernmental agreement with New York State to provide Albany County with an Attack Surface Management Solution for cybersecurity monitoring at no cost for a term commencing January 1, 2025 and ending December 31, 2028, with an automatic 12-month extension upon approval of State funding, and

WHEREAS, New York State has partnered with Palo Alto to provide the County with Cortex Xpanse which is an active Attack Surface Management Solution that will help the County discover, analyze, and respond to unknown risks in all connected systems and internet-exposed services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an intergovernmental agreement with New York State to provide Albany County with an Attack Surface Management Solution for cybersecurity monitoring at no cost for a term commencing January 1, 2025 and ending December 31, 2028, with an automatic 12-month extension upon approval of State funding, 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 copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote – 12/02/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 2nd day of December, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 5th day of December, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7277 FAX: (518) 447-3000
www.albanycounty.com

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

April 7, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Division of Information Services is respectfully requesting contract authorization to renew our software as a service contract with CDW Government for Arctic Wolf's managed detection and response cybersecurity solution. The contract is for a 1-year license to renew on 6/1/2025 through 5/31/2026.

The solution offers fully managed and hosted security information and event management (SIEM) through a concierge team dedicated to Albany County, who will augment our cybersecurity resources by deploying 24/7 monitoring of County computing assets and providing strategic guidance on Albany County's cybersecurity tools and planning efforts.

The contract is for an amount not to exceed \$170,378.04 and was procured by piggybacking off a Sourcewell Contract. This purchase is being funded by two grants, the 2023 NYS Division of Homeland Security Grant Program and the 2024 NYS Division of Homeland Security Grant Program. The contract is 100% funded by Federal Funds.

Thank you for your consideration. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Patrick Alderson / spg

Patrick Alderson

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



County of Albany

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

Legislation Text

File #: TMP-6520, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Contract Authorization to renew Arctic Wolf Managed Detection and Response Solution with CDW Government.

Date: 4/7/2025
Department: Information Services
Attending Meeting: Patrick Alderson
Submitted By: Sue Gross
Title: Business Analyst
Phone: 518-447-5612

Purpose of Request: Contract Authorization Professional Services

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

CDW Government, 75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515 and Arctic Wolf

Term: (Start/end date or duration) 6/1/2025 - 5/31/2026
Amount/Raise Schedule/Fee: \$170,378.04

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: 100 % County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A1680.04306.HSP23; A1680.04306.HSP24
Revenue Amount: \$13,060.04; \$157,318.00
Appropriation Account and Line: A1680.44021.HSP23; A1680.44046.HSP24
Appropriation Amount: \$13,060.04; \$157,318.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 247 of 2024 - certified copy dated 4/11/24

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Division of Information Services is respectfully requesting to renew our software as a service contract with CDW Government for Arctic Wolf's managed detection and response cybersecurity solution. The contract is for a 1-year license to renew on 6/1/2025 through 5/30/2026. The solution offers fully managed and hosted security information and event management (SIEM) through a concierge team dedicated to Albany County, who will augment our cybersecurity resources by deploying 24/7 monitoring of County computing assets and providing strategic guidance on Albany County's cybersecurity tools and planning efforts. The contract is for an amount not to exceed \$170,378.04 and was procured by piggybacking off a Sourcewell Contract. This purchase is being funded by two grants, the 2023 NYS Division of Homeland Security Grant Program and the 2024 NYS Division of Homeland Security Grant Program. The contract is 100% funded by federal Funds.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

DAVID BERKUN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

<https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHRW436	2/24/2025	AW MAY RENEWAL	6200877	\$170,378.04

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Arctic Wolf Core User License - Gold Mfg. Part#: AW-CORE-USER-GOLD Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	7600	7979559	\$15.85	\$120,460.00
Arctic Wolf Core Server License - Gold Mfg. Part#: AW-CORE-SERVER-GOLD Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	640	7979563	\$15.96	\$10,214.40
ARCTIC WOLF MDR LOG RETENTION LIC 1Y Mfg. Part#: AW-MDR-1YR Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	8240	6124471	\$1.10	\$9,064.00
ARCTIC 100 SERIES SENSOR CLD Mfg. Part#: AW-MDR-1XX-S Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	4	5745581	\$110.65	\$442.60
Arctic Wolf Managed Detection and Response - remote monitoring Mfg. Part#: AW-MDR-2XX-S Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	8	5745583	\$221.29	\$1,770.32
Arctic Wolf 1000 Series 4x10G Multimode Sensor Mfg. Part#: AW-MDR-10XX-S-10GFNB Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	4	6442319	\$741.73	\$2,966.92

QUOTE DETAILS (CONT.)Arctic Wolf Managed Detection and Response - remote monitoring - for Micros

8800	5744235	\$1.66	\$14,608.00
------	---------	--------	-------------

Mfg. Part#: AW-MDR-O365

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

Arctic Wolf Managed Detection and Response - remote monitoring

2000	6797818	\$1.47	\$2,940.00
------	---------	--------	------------

Mfg. Part#: AW-MDR-LTDUSER

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

ARCTIC WOLF IR JUMPSTART RETAINER

4	7977091	\$1,092.79	\$4,371.16
---	---------	------------	------------

Mfg. Part#: AW-IR-JSR-B

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923-CDWG Tech Catalog (121923)

Arctic Wolf Platform Base Platform - remote monitoring

4	7040196	\$885.16	\$3,540.64
---	---------	----------	------------

Mfg. Part#: AW-PLATFORM-BASE

Electronic distribution - NO MEDIA

Contract: Sourcewell 121923 CDWG-Software (121923)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$170,378.04
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$170,378.04

PURCHASER BILLING INFO**Billing Address:**

ALBANY COUNTY DIV OF INFO SERVICES

ACCTS PAYABLE

112 STATE ST RM 500

ALBANY, NY 12207-2023

Phone: (518) 447-7140**Payment Terms:** Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

ALBANY COUNTY DIV OF INFO SERVICES

112 STATE ST RM 500

ALBANY, NY 12207-2023

Phone: (518) 447-7140**Shipping Method:** ELECTRONIC DISTRIBUTION**Please remit payments to:**CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Angelo Cappetta | (855) 822-9415 | angelo@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Arctic Wolf® Security Operations Warranty



DATASHEET

Financial Coverage for Cyber Attacks

Arctic Wolf's mission is to provide organizations with the technology, security expertise, and risk transfer solutions that they need to end cyber risk.

Arctic Wolf Security Operations Bundles are designed to provide organizations with end-to-end proactive and reactive protection, but no cybersecurity solution can eliminate 100% of all cyber attacks.

Based on this reality, we created the Arctic Wolf Security Operations Warranty to allow cybersecurity, IT, and risk management leaders to financially transfer risk.

Security Operations Warranty

The Security Operations Warranty provides a no-cost financial benefit of up to \$1.5M USD to Arctic Wolf customers that experience a covered security event.

In the event of a cyber attack, the Security Operations Warranty provides financial support for the recovery and repair of systems to return an organization's environment to a pre-incident state.

Minimize Out-of-Pocket Expenses

Access your cyber insurance coverage without paying out-of-pocket by funding your deductible with the Security Operations Warranty.



+



Cyber
Insurance
Coverage

=



Robust Financial
Coverage for a
Major Incident

Industry-Leading Financial Benefit

The Arctic Wolf Security Operations Warranty provides **up to \$1.5M USD** of financial coverage at no cost to qualifying customers.

Risk Transfer

Leverage the Security Operations Warranty to fund the deductible of your cyber insurance policy to minimize out-of-pocket expenses and to unlock insurance benefits like lower premiums or more favorable terms.

Coverage

The Security Operations Warranty offers financial support for:

- Ransomware
- Business email compromise
- Cyber legal liabilities
- Compliance events
- Business income loss



Warranty Coverage

The Security Operations Warranty provides escalating financial benefits for covered security incidents based on the Arctic Wolf Security Operations Bundle that you purchase and subject to the terms of the warranty.

Each Security Operations Bundle offers robust cybersecurity capabilities designed to reduce the frequency and severity of successful cyber attacks.

An organization's security posture may also improve upon completing regular security reviews with the Arctic Wolf Concierge Security® Team. Based on such continuous improvement, the financial benefit of our Security Operations Warranty increases with contract length.

Arctic Wolf Security Operations Bundles

	CORE 3-YEAR	PLUS 1-YEAR	TOTAL 1-YEAR	PLUS 3-YEAR	TOTAL 3-YEAR
Total Coverage	\$100k	\$500k	\$750k	\$1M	\$1.5M
Ransomware and BEC	\$50,000	\$100,000	\$150,000	\$200,000	\$300,000
Compliance	\$50,000	\$100,000	\$150,000	\$200,000	\$300,000
Cyber Legal Liability		\$250,000	\$375,000	\$500,000	\$750,000
Business Income Loss		\$50,000	\$75,000	\$100,000	\$150,000

About Arctic Wolf®

Arctic Wolf is the global leader in security operations, delivering the first cloud-native security operations platform to end cyber risk. Powered by threat telemetry spanning endpoint, network, identity, and cloud sources, the Arctic Wolf® Security Operations Cloud ingests and analyzes trillions of security events each week to enable critical outcomes for most security use cases. The Arctic Wolf® Platform delivers automated threat detection and response at scale and empowers organizations of any size to stand up world-class security operations with the push of a button.

For more information about Arctic Wolf, visit arcticwolf.com.



©2024 Arctic Wolf Networks, Inc. All rights reserved. Arctic Wolf Networks, AWN and the Arctic Wolf Networks logo are trademarks of Arctic Wolf Networks, Inc. in the United States and/or other jurisdictions. Other names used in this document are for identification purposes only and may be trademarks of their respective owners.

AW_DS_SECURITY OPERATIONS WARRANTY_0824

SOC2 Type II Certified



ISO 27001
CERTIFIED
CYBERGUARD
COMPLIANCE

RESOLUTION NO. 247

**AUTHORIZING AN AGREEMENT WITH CDW GOVERNMENT REGARDING
ARCTIC WOLF CYBERSECURITY SOLUTIONS**

Introduced: 4/8/24

By Cunningham:

WHEREAS, The Division of Information Services has requested authorization to enter into an agreement with CDW Government to provide Albany County with Arctic Wolf managed detection and response cybersecurity solutions for a term of one year beginning once onboarding is complete, at a cost of \$153,676, and

WHEREAS, The Division of Information Services, using the Sourcewell national purchasing cooperative contract, has recommended CDW Government for the purchase of Arctic Wolf Cybersecurity solutions for Albany County, and

WHEREAS, Arctic Wolf's suite of cybersecurity solutions include a fully managed and hosted security information and event management system to provide security and planning, as well as 24/7 monitoring of county computer assets, and

WHEREAS, This will also include an additional \$500,000 warranty benefit, in addition to cyber security insurance, in the event of a cybersecurity incident against Albany County, and

WHEREAS, The Division of Information Services has further indicated that this contract shall be funded through two federal grants and is budget neutral, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an into an agreement with CDW Government to provide Albany County with Arctic Wolf managed detection and response cybersecurity solutions for a term of one year beginning once onboarding is complete, at a cost of \$153,676, and, be it further

RESOLVED, That said agreement be approved by the County Attorney as to form and content prior to the execution therefore, and, be it further

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

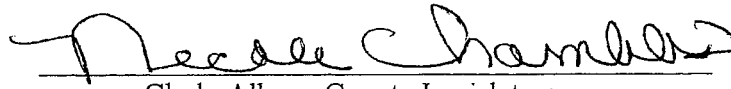
Adopted by unanimous vote – 4/8/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8th day of April, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 11th day of April, 2024.



Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 4, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc., for our annual hauling and placing contract. The 29.43 miles of County roadways included in the contract are:

CR2 from SR443 to CR1 (Town of Berne) 4.8 miles
CR151 from Terminal Rd. to Airport Park Blvd. (Town of Colonie) 1.4 miles
Hockey Lane from Dead End to Airport Term Rd. (Town of Colonie) 0.14 miles
Old Albany Shaker Road from CR151 to Dead End (Town of Colonie) 0.5 miles
CR160 from CR151 to Dead End (Town of Colonie) 0.6 miles
Heritage Lane from CR 151 to Dead End (Town of Colonie) 0.6 miles
CR154 from CR151 to SR5 (Town of Colonie) 1.98 miles
CR253 from CR261 to SR146 (Town of Guilderland/Knox) 2.4 miles
CR408 from CR1 to CR402 (Town of Westerlo) 5.96 miles
CR352 from CR358 to CR360 (Town of Rensselaerville) 1.05 miles
CR352 from CR357 to CR351 (Town of Rensselaerville) 1.79 miles
CR356 from CR353 to CR352 (Town of Rensselaerville) 4.3 miles
CR354 from CR362 to County Line (Town of Rensselaerville) 1.83 miles
CR362 from County Line to CR354 (Town of Rensselaerville) 2.08

The County Purchasing Agent received six (6) bids for this project. Callanan Industries, Inc. was the low bidder in an amount not to exceed \$4,625,669.79. The Bridge & Road Repair Line D95112.44075 will be used to fund this project through the annual Consolidated Local Street and Highway Improvements Program (CHIPS). The contract is 100% State funded.

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

Sincerely,

Lisa M. Ramundo

Lisa M. Ramundo, Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6394, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with Callanan Industries for the Hauling and Placing of Various County Roads.

Date: February 19, 2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization 6 months

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Callanan Industries, Inc., 8 Southwoods Blvd., 4th Floor, Albany, NY 12211

Term: (Start/end date or duration) June 1, 2025 - November 30, 2025
Amount/Raise Schedule/Fee: \$4,625,669.79

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: D5112.03591 Highway Capital Project
Revenue Amount: \$4,625,669.79
Appropriation Account and Line: D95112.44075 Bridge and Road Repair
Appropriation Amount: \$4,625,669.79

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): 6

of MWBE: 0

of Veteran Business: 0

Bond Resolution No.: n/a

Apprenticeship Program Yes ☒ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc., for our annual hauling and placing contract. The 29.43 miles of County roadways included in the contract are:

CR2 from SR443 to CR1 (Town of Berne) 4.8 miles
CR151 from Terminal Rd. to Airport Park Blvd. (Town of Colonie) 1.4 miles
Hockey Lane from Dead End to Airport Term Rd. (Town of Colonie) 0.14 miles
Old Albany Shaker Road from CR151 to Dead End (Town of Colonie) 0.5 miles
CR160 from CR151 to Dead End (Town of Colonie) 0.6 miles
Heritage Lane from CR 151 to Dead End (Town of Colonie) 0.6 miles
CR154 from CR151 to SR5 (Town of Colonie) 1.98 miles
CR253 from CR261 to SR146 (Town of Guilderland/Knox) 2.4 miles
CR408 from CR1 to CR402 (Town of Westerlo) 5.96 miles
CR352 from CR358 to CR360 (Town of Rensselaerville) 1.05 miles
CR352 from CR357 to CR351 (Town of Rensselaerville) 1.79 miles
CR356 from CR353 to CR352 (Town of Rensselaerville) 4.3 miles
CR354 from CR362 to County Line (Town of Rensselaerville) 1.83 miles
CR362 from County Line to CR354 (Town of Rensselaerville) 2.08

The County Purchasing Agent received six (6) bids for this project. Callanan Industries, Inc. was the low bidder in an amount not to exceed \$4,625,669.79. The Bridge & Road Repair Line D95112.44075 will be used to fund this project through the annual Consolidated Local Street and Highway Improvements Program (CHIPS). The contract is 100% State funded.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: January 28, 2025

RE: RFB-2025-001
2025 Hauling & Placing of Asphalt Concrete on Various County Roads Highway Improvement Project

I am in receipt of your recommendation to award the aforementioned to Callanan Industries in the amount of \$4,625,669.79.

As Callanan Industries is the lowest responsible and responsive bidder, I concur with your recommendation.

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



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) 765-7047
WWW.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO, P.E.
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent

FROM: Lisa Ramundo, Commissioner

DATE: January 28, 2025

RE: RFB #2025-001
2025 Hauling & Placing of Asphalt Concrete on Various County Roads
Highway Improvement Project

I have reviewed the bid results for Bid #2025-001 for 2025 Hauling & Placing of Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, Callanan Industries be awarded the bid for a total bid price of \$4,625,669.79.

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

LR:rmt

RFB#2025-001					
Hauling and Placing of Asphalt for County Roads					
January 23rd, 2025 @11:00am					
	Callanan Industries				Evolution Construction
Lump Sum Total Bid	\$	4,625,669.79	\$	5,372,247.08	\$ 5,129,023.21
	Heidelberg Materials		New Castle Paving		Peter Luizzi Contracting
Lump Sum Total Bid	\$	5,008,088.94	\$	5,443,353.21	\$ 5,989,964.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
HIGHWAY ENGINEERING DIVISION
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186
(518) 765-2786 FAX (518) 765-3459
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

BID PROPOSAL
FOR
PROJECT NO. 25-C591
(BID # 2025-001)

**HAULING AND PLACING ASPHALT
CONCRETE ON VARIOUS COUNTY ROADS
HIGHWAY IMPROVEMENT PROJECT
VARIOUS TOWNS
ALBANY COUNTY**

JAN 2025

SUBMITTED BY:

CALLANAN INDUSTRIES, INC.

PO Box 15097, Albany, NY 12212

518-374-2222 / 518-381-6779

Telephone No. Fax No.

ESTIMATING@CALLANAN.COM

Email Address

COUNTY OF ALBANY

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project**

RFB 2025-001

ADDENDUM # 1

January 9, 2025

The following Addendum No. 1 consisting of eight (8) pages (including this cover page) is hereby issued on the --day of Month Year, in connection with the Request for Bids/Proposal number/as requested by.

COUNTY OF ALBANY

RFB 2025-001

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project
ADDENDUM # 1**

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

ITEM #1: Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.

Contractors and subcontractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

<https://dol.ny.gov/contractor-and-subcontractor-landing>

ITEM #2 Please use the revised bid forms with updated signature page attached to this addendum.

End of Addendum # 1

COUNTY OF ALBANY

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project**

RFB 2025-001

ADDENDUM # 2

January 15, 2025

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 15 day of January 2025, in connection with the Request for Bids 2025-001 as requested by Albany County Department of Public Works Division of Highway Engineering.

COUNTY OF ALBANY

RFB 2025-001

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project
ADDENDUM # 2**

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

ITEM #1: Reference is made to Note 9 on Plan Sheet 1 regarding the millings generated under Item 490.10. As described, they remain the property of Albany County. Please clarify the phrase "all responsibilities for removal and storage shall be met accordingly". Presuming the contractor is responsible for the trucking? If so, please provide addresses for the location or locations that the millings are to be hauled to. Who is responsible for providing labor and equipment for stockpiling at the disposal site(s)? Contractor or County?

Response #1 Albany County will supply all **trucking** required to **haul** the millings off site and **transport/maintain the stockpile** at a location chosen by the **County**.

ITEM #2 Does the department have specified locations where the contractor is supposed to deliver the millings? Where will the millings be delivered for projects 2,3,4,5,6,7? Where will they be delivered to for project 8 and same for projects 10,11,12,13 &14?

Response #2 Albany County will supply all **trucking** required to **haul** the millings off site and **transport/maintain the stockpile** at a location chosen by the **County**.

ITEM #3 Also, the M/WBE goals seem excessive for the limited scope of work on this project?
7% M and 5% W
Would the County consider lowering or eliminating altogether the goals for this project?
There are no milling or striping contractors in the area.
One electrical contractor, but very little electrical work on this project.
Only a few trucking firms that have dump trucks and they have very limited capacities.

Response #3 WMBE goals listed cannot be lowered as this is the County's policy however the paperwork contains options if unable or difficulty in meeting the goal.

End of Addendum # 2

COUNTY OF ALBANY

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project**

RFB 2025-001

ADDENDUM # 3

January 17, 2025

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 17th day of January 2025, in connection with the Request for Bids 2025-001 as requested by Albany County Department of Public Works Division of Highway Engineering.

COUNTY OF ALBANY

RFB 2025-001

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project
ADDENDUM # 3**

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

ITEM #1: What are the hours the County will work during the milling and paving operations? Specifically referring to the jobs the County will be doing the MPT.

Response #1 DPW will typically work 6:00am until 6:00pm during the milling or paving. We can work additional hours as needed. We try to avoid the weekends.

ITEM #2 Can you please confirm that the county will again be supplying all trucking for the milling operations.

Response #2 Albany County will supply all **trucking** required to **haul** the millings off site and **transport/maintain the stockpile** at a location chosen by the **County**.

ITEM #3 Can you please provide itemized bid results for last years hauling and placing bid?

Response #3 Itemized Bid Results for last years project can be obtained through the Albany County Clerks Office FOIL (Freedom of Information Law) Request.

End of Addendum # 3

COUNTY OF ALBANY

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project**

RFB 2025-001

ADDENDUM # 4

January 21, 2025

The following Addendum No. 4 consisting of two (2) pages (including this cover page) is hereby issued on the 21st day of January 2025, in connection with the Request for Bids 2025-001 as requested by Albany County Department of Public Works Division of Highway Engineering.

COUNTY OF ALBANY

RFB 2025-001

**Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project
ADDENDUM # 4**

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

ITEM #1: Is Albany County or the GC responsible for the Cold Milling support operations (sweeping & cleaning)? Understood that the County provides all the necessary trucking.

Response #1 Sweeping and cleaning would be the contractors responsibility.

End of Addendum # 4

BID FORM

Project Identification

Project Number: 25-C591 (BID # 2025-001)
Letting (Bid Date): January 23, 2025
Title: Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

This bid is submitted to:

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the County of Albany in the form included in the contract documents to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the deposition of bid security. This bid will remain open for 90 days after the day of bid opening. Bidder will sign the Agreement and submit the contract security and other documents required by the contract documents within 15 days after the date of owner's Notice of Award.
3. In submitting this bid, bidder represents, as more fully set forth in this Agreement, that:
 - (a) Bidder has examined copies of all the contract documents and of the following Addenda: (If none, so state)

Date	Number
1/9/25	1
1/15/25	2
1/17/25	3
1/21/25	4

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

- (b) Bidder has examined the site locality where the work is to be performed, the legal requirements (Federal, State and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as bidder deems necessary;
 - (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or over the County of Albany.
- 4. Bidder will complete the work, for the prices listed in the bid schedule.
 - 5. The bidder further understands and agrees that he is to furnish and provide for the price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount referred to as the unit price bid.
 - 6. The bidder further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.
 - 7. The bidder further agrees that at any time during the progress of the work the County adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with Article II of the General Conditions.
 - 8. Bidder agrees that the work will be substantially completed within the number of calendar days or by the specific date indicated in the Agreement.
 - 9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.
 - 10. The following documents are attached to and made a condition of this bid:
 - a) Required bid security in the form of Bid Bond (Pages BB-1 thru BB-4), or a certified check and a letter from a bonding company indicating their intent to furnish the bonds required under the contract (Offer of Surety pages OS-1).
 - b) Certified copy of Resolution of Board of Directors (if bidder is a corporation) (Page CCR-1).
 - c) Non-Collusion Form (Page NC-1 & NC-2).

Revised as per Addendum#1

- d) Non-Interruption of Work Agreement (NWA-1).
 - e) Apprenticeship Training Program– required documentation as per Section 27 of the General Instructions to Bidders.
 - f) Stormwater Discharges for Small Municipal Separate Storm Sewer Systems (MS4) Certification (Page MS4-1)
 - g) Iranian Energy Divestment Certification (Page IEDC-1)
 - h) Bidder Qualification Questionnaire (Pages BQQ-1 thru BQQ-3).
 - i) Vendor Responsibility Questionnaire (Pages VRQ-1 to VRQ-4)
 - j) Acknowledgment by Bidder (Page AB-1).
 - k) Schedule of MBE/WBE participation (Pages MBE-1 & MBE-2).
11. Communications concerning this bid shall be addressed to:
- Name: Buck Hellwig
- Company: Callanan Industries, Inc.
- Address: PO Box 15097, Albany, NY 12212
-
-
- Phone No: 518-374-2222
12. Terms used in this bid have the meanings assigned to them in the General Conditions and the Supplementary Conditions.

Revised as per Addendum#1

BID IDENTIFICATION:

Project No. 25-C591 (BID # 2025-001)
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

Callanan Industries, Inc.

Company

PO Box 15097

Address

Albany, NY 12212

City, State, Zip

518-374-2222

Telephone

518-381-6779

Fax

14-1539261

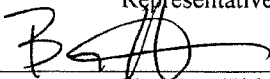
Federal Tax ID No.

24-63HPJ-CR

***CERTIFICATE OF REGISTRATION NUMBER
(ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY)***

Buck Hellwig, General Manager

Representative



Signature/Title

January 23, 2025

Date

If bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: () _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (General Partner)

Business address: _____

Phone Number: () _____

A Corporation

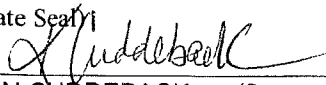
By _____ CALLANAN INDUSTRIES, INC
(Corporation Name)

_____ DELAWARE
(State of Incorporation)

By _____ BUCK HELLWIG
(Name of person authorized to sign)

_____ GENERAL MANAGER
(Title)

(Corporate Seal)

Attest  _____
KAITLYN CUDDEBACK (Secretary) ASSISTANT SECRETARY

Business Address: _____

8 SOUTHWOODS BLVD, 4TH FLOOR, ALBANY NY 12212

Phone Number: () 518-374-2222

A Joint Venture

By _____
(Name)

_____ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

NOTICE OF JOB VACANCIES

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

3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Dept. of Social Services
162 Washington Avenue
Albany, New York 12110
(518) 447-7613
(518) 447-7678 fax

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

Bid Schedule

			UNIT BID PRICE				AMOUNT BID	
ITEM NUMBER	QTY	UNIT	ITEMS WITH UNIT PRICE WRITTEN IN WORDS		DOLLARS	CENTS	DOLLARS	CENTS
			HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2025)					
			Shim Course F9, Asphalt					
404.058901	250	TONS	FOR FIFTY DOLLARS AND ZERO CENTS _____ Per Ton		50	00	12,500	00
			12.5, F2 Top Course Asphalt, 70 Series Compaction					
404.127201	51,090	TONS	FOR SEVENTY THREE DOLLARS AND ZERO CENTS _____ Per Ton		73	00	3,729,570	00
			19, F9 Binder Course Asphalt, 70 Series Compaction					
404.197901	250	TONS	FOR FIFTY DOLLARS AND ZERO CENTS _____ Per Ton		50	00	12,500	00
			37.5, F9 Base Course Asphalt, 70 Series Compaction					
404.377901	250	TONS	FOR FIFTY DOLLARS AND ZERO CENTS _____ Per Ton		50	00	12,500	00
			Diluted Tack Coat					
407.0102	23,220	GAL	FOR FOUR DOLLARS AND THIRTY CENTS _____ Per Gal.		4	30	99,846	00
			Production Cold Milling of Bituminous Concrete					
490.10	300,370	SY	FOR ZERO DOLLARS AND FIFTY FIVE CENTS _____ Per SY		00	55	165,203	50

Bid Schedule

			UNIT BID PRICE				AMOUNT BID	
ITEM NUMBER	QTY	UNIT	ITEMS WITH UNIT PRICE WRITTEN IN WORDS		DOLLARS	CENTS	DOLLARS	CENTS
			HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2025)					
490.30	2,080	SY	Miscellaneous Cold Milling of Bituminous Concrete FOR TWO DOLLARS AND TWENTY FIVE CENTS Per SY		2	25	4,680	00
604.07XXXXY	1	EA	Altering Drainage Structures, Leaching Basins and Manholes FOR TWO HUNDRED DOLLARS AND ZERO CENTS EA.		200	00	200	00
604.10	10	EA	Prefabricated Adjustment Rings for Manholes FOR ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS EA.		150	00	1,500	00
608.020102	60	TONS	Hot Mix Asphalt (HMA) Handwork for Driveways FOR ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS Per Ton		150	00	9,000	00
619.0101	1	LS	Basic Work Zone Traffic Control (Daily Operation: CR 154 and CR 151 Only) FORTY FIVE THOUSAND DOLLARS AND ZERO CENTS Lump Sum		35,000	00	35,000	00
640.20	263,222	LF	White Paint ReflectORIZED Pavement Stripes FOR ZERO DOLLARS AND TWELVE CENTS Per L.F.		00	12	31,586.64	00

Bid Schedule

ITEM NUMBER	QTY	UNIT	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE			AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	DOLLARS	CENTS
			HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2025)					
640.21	263,222	LF	Yellow Paint ReflectORIZED Pavement Stripes FOR ZERO DOLLARS AND TEN CENTS Per L.F.	00	10	26,322		20
640.22	56	EA	White Paint ReflectORIZED Pavement Letters FOR FIFTY DOLLARS AND ZERO CENTS EA	50	00	2,800		00
640.23	22	EA	White Paint ReflectORIZED Pavement Symbols FOR ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS EA	150	00	3,300		00
680.54	1,345	LF	Inductance Loop Installation FOR FIFTEEN DOLLARS AND ZERO CENTS Per L.F.	15	00	20,175		00
680.72	4,465	LF	Inductance Loop Wire FOR ZERO DOLLARS AND SIXTY FIVE CENTS Per L.F.	00	65	2,902		25
685.1102	73,315	LF	White Epoxy ReflectORIZED Stripes - 20 Mil FOR ONE DOLLAR AND FORTY CENTS Per L.F.	1	40	102,641		00

Bid Schedule

ITEM NUMBER	QTY	UNIT	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
			HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2025)				
685.1202	48,404	LF	Yellow Epoxy ReflectORIZED Stripes - 20 Mil FOR ZERO DOLLARS AND EIGHTH CENTS Per LF	00	80	38,723	20
685.3304	16	EA	White Epoxy ReflectORIZED Pavement Letters - 20 Mil FOR SEVENTY DOLLARS AND ZERO CENTS EA.	70	00	1,120	00
685.3404	13	EA	White Epoxy ReflectORIZED Pavement Symbols - 20 Mil FOR TWO HUNDRED DOLLARS AND ZERO CENTS EA.	200	00	2,600	00
697.03	150,000	DC	Field Change Payment FOR ONE Dollar and ZERO Cents	\$1	00	\$150,000	00

Bid Schedule

			UNIT BID PRICE		AMOUNT BID	
ITEM NUMBER	QTY	UNIT	ITEMS WITH UNIT PRICE WRITTEN IN WORDS		DOLLARS	CENTS
			HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2025)			
698.04	129,000	DC	Asphalt Price Adjustment FOR ONE Dollar and ZERO Cents		\$1	00
698.05	32,000	DC	Fuel Price Adjustment FOR ONE Dollar and ZERO Cents		\$1	00
PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM. IF IT IS YOUR INTENT TO BID ZERO, ENTER ZERO.						
699.04	NEC		MOBILIZATION SHALL BE INCLUDED IN VARIOUS ITEMS IN CONTRACT		0	00
TOTAL OR GROSS SUM WRITTEN IN WORDS: FOUR MILLION SIX HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED SIXTY NINE DOLLARS AND SEVENTY NINE CENTS					\$ 4,625,669.79	

SUBMITTED ON JANUARY 23, 2025

FIRM: CALLANAN INDUSTRIES, INC.

BY:



(signature)

BUCK HELLWIG

(printed)

TITLE: GENERAL MANAGER

OFFER OF SURETY

(To be submitted only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project No. 25-C591
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

is accepted and the undersigned is awarded the contract for the work, the undersigned bidder offers as surety for the Faithful Performance Bond and the Labor and Material Bond, the following surety company:

(name of surety)

Date: _____ Firm: (bidder) _____
By: _____
(signature)

(printed)

CERTIFICATE OF SURETY

(To be signed by a duly authorized official, agent or attorney of the surety company only when bid is accompanied by a certified check for guarantee.)

In the event the bid for: Project No. 25-C591
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

is accepted and the contract for the work is awarded to said bidder:

(name of bidder)

The undersigned surety will execute the required Faithful Performance Bond and Labor and Material Bond as hereinbefore provided.

Date: _____ Surety: _____
By: _____
(signature)

(printed)

BID BOND

(To be submitted, at the option of the bidder, in lieu of certified check for guarantee.)

KNOW ALL MEN BY THESE PRESENTS, that we (hereinafter called the "principal")

CALLANAN INDUSTRIES, INC.

(name of contractor)

PO Box 15097, Albany, NY 12212

(address)

and LIBERTY MUTUAL INSURANCE COMPANY

(name of surety)

of 175 BERKELEY STREET, BOSTON MA 02116

(address)

(hereinafter called the "surety") are held and firmly bound unto the County of Albany (herein-after called the "owner") in the full and just sum of:

FIVE PERCENT OF AMOUNT BID

Dollars (\$ 5%)

good and lawful money of the United State of American, to the payment of which said sum of money, well and truly to be made and one, the said principal binds himself, his heirs, executors, administrators, successors or assignees and the said surety binds itself, its successors and assignees, jointly and severally, firmly by these presents.

Whereas said principal has submitted to the County of Albany a certain bid, attached hereto and hereby made a part hereof to enter into an agreement for Project No. 25-C591, Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project (hereinafter called the "project").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT

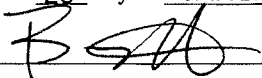
- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created of said bid, or
- c) In the event of the failure of the principal to enter such contract and give such bonds, if the principal shall pay to the owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the total amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which

the owner may accept such bid; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, we have executed this bond the 23 day of JANUARY, 2025

PRINCIPAL(s):

 (L.S.)
BUCK HELLWIG, GENERAL MANAGER
(Printed Name)

(L.S.)

(Printed Name)

(Corporate Seal)

(L.S.)

(Printed Name)

(L.S.)

(Printed Name)

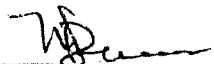
SURETY:

LIBERTY MUTUAL INSURANCE COMPANY
(Printed Name of Surety)

(Corporate Seal)

175 BERKELEY STREET, BOSTON MA 02116

(Address of Surety)

By: 

NICHOLAS DUNCAN, ATTORNEY-IN-FACT
(Printed Name of Attorney-in-Fact)

NOTE: The surety company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company.

IMPORTANT: Surety companies executing bonds must be authorized to transact business in the State of New York.

Acknowledgment by Principal:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 202____, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in and
who executed the within instrument, and he (or they severally) acknowledged to me that he (or
they) executed the same.

Notary Public, State of _____

Qualified in _____

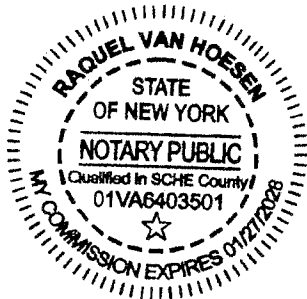
My commission expires _____

If Corporation:

State of NEW YORK

County of ALBANY

On this 23 day of JANUARY, 2025, before me personally appeared BUCK HELLWIG
_____ to me known, who, being by me sworn, did say that he resides at (give
address) SARATOGA SPRINGS, NY;
that he is the (give title) GENERAL MANAGER of the (name of corporation)
CALLANAN INDUSTRIES, INC, the corporation described in and which executed the
above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument
is such corporate seal; that it was so affixed by order of the board of directors of the corporation,
and that he signed his name thereto by like order.



R. Van Hoesen
Notary Public, State of New York

Qualified in Schenectady County

My commission expires 1/27/2028

Acknowledgment by Surety Company:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 202_, before me personally appeared _____
_____ to me known and known to me to be the same person(s)
described in and who executed the within instrument, and he (or they severally) acknowledged to
me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

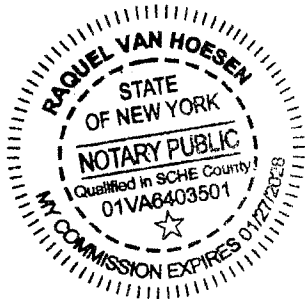
My commission expires _____

If Corporation:

State of NEW YORK

County of ALBANY

On this 23 day of JANUARY, 202_, before me personally appeared NICHOLAS DUNCAN
_____ to me known, who, being by me sworn, did say that he resides at (give
address) VOORHEESVILLE, NY;
that he is the (give title) ATTORNEY-IN-FACT of the (name of corporation)
LIBERTY MUTUAL INSURANCE COMPANY, the corporation described in and which executed the
above instrument; that he knows the seal of the corporation; that the seal affixed to the instrument
is such corporate seal; that it was so affixed by order of the board of directors of the corporation,
and that he signed his name thereto by like order.



R. Van Hoesen

Notary Public, State of New York

Qualified in Schenectady County

My commission expires 1/27/2028



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206394-985843

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan Broomhall, Darlene Casale, Donald Fane, Michael Mastropietro, Nicholas Duncan, Paul Headd

all of the city of Albany state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Callanan Industries, Inc., and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of January, 2025



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2023

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,850,245,073.00	Unearned Premiums.....	\$10,298,963,305.00
*Bonds — U.S Government.....	3,859,565,383.00	Reserve for Claims and Claims Expense.....	28,848,537,243.00
*Other Bonds.....	21,048,805,773.00	Funds Held Under Reinsurance Treaties.....	360,714,151.00
*Stocks.....	19,937,271,802.00	Reserve for Dividends to Policyholders.....	1,310,198.00
Real Estate.....	122,228,711.00	Additional Statutory Reserve.....	296,126,000.00
Agents' Balances or Uncollected Premiums...	8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities.....	7,622,413,466.63
Accrued Interest and Rents.....	186,906,667.00	Total.....	\$47,428,064,363.63
Other Admitted Assets.....	15,677,869,683.63	Special Surplus Funds.....	209,508,757.00
Total Admitted Assets.....	<u>\$70,891,553,519.63</u>	Capital Stock.....	10,000,075.00
		Paid in Surplus.....	13,834,867,488.00
		Unassigned Surplus.....	9,409,112,836.00
		Surplus to Policyholders.....	23,463,489,156.00
		Total Liabilities and Surplus.....	<u>\$70,891,553,519.63</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's
financial statement filed with the state of Indiana Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2024.

TAMIKOLAJEWSKI
Assistant Secretary

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Must be submitted if bidder is a corporation)

CALLANAN INDUSTRIES, INC

(name of corporation)

"RESOLVED that BUCK HELLWIG, GENERAL MANAGER to
(person authorized to sign) (title)

CALLANAN INDUSTRIES, INC be authorized to sign and submit the bid of this corporation
(name of corporation)

for the following project: Project No. 25-C591
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporated bidder shall be liable under the penalties perjury."

The foregoing is a true and correct copy of the resolution adopted by CALLANAN INDUSTRIES, INC
(name of corporation)

_____ at a meeting of its Board of Directors held on the 25th day
of JANUARY, 2024.

By:

K Cuddeback
(signature)

KAITLYN CUDDEBACK

(typed)

(Seal)

Title: ASSISTANT SECRETARY

Date: JANUARY 23, 2025

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
CALLANAN INDUSTRIES, INC.**

The undersigned, being all of the members of the Board of Directors of Callanan Industries, Inc., a Delaware corporation (the “*Corporation*”), do hereby, under applicable Delaware statute, give this written consent to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

RESOLVED, that effective January 25, 2024 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an “*Officer*” and collectively, the “*Officers*”) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Donald Fane	President
Begum Solen	Chief Financial Officer
Paul Headd	Vice President
Michael Mastropietro	Vice President
Mike Jeune	Treasurer
Christopher LoTempio	Secretary
April Clas	Assistant Secretary
Kaitlyn Cuddeback	Assistant Secretary
David M. Toolan	Assistant Secretary
Tim George	Assistant Secretary

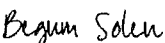
FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President;

FURTHER RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

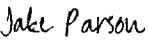
FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign; and

FURTHER RESOLVED, that this Consent, following execution by the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:

0524A2064F0404...
Begum Solen

DocuSigned by:

462D6E05A3304EE...
Donald Fane

DocuSigned by:

3D83F00D5E494F4...
Jake Parson

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid for Project No. 25-C591
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

I, hereby affirm under the penalties of perjury that the foregoing statement is true.

Firm: CALLANAN INDUSTRIES, INC

By: 
(signature)

BUCK HELLWIG
(typed)

Title: GENERAL MANAGER

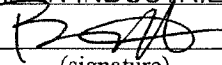
Date: JANUARY 23, 2025

NON-INTERRUPTION OF WORK AGREEMENT

By submission of this bid for Project No. 25-C591
Hauling & Placing Asphalt Concrete on Various County Roads
Highway Improvement Project

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

Firm: CALLANAN INDUSTRIES, INC

By: 
(signature)

BUCK HELLWIG
(typed)

Title: GENERAL MANAGER

Date: JANUARY 23, 2025

**SHEET MS4-1: BIDDER/PROPOSER CERTIFICATION STATEMENT(TO BE USED
WITH SECTION 34 PART A – GENERAL CONTRACTS)**

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

Name of Third Party Entity: CALLANAN INDUSTRIES, INC

Address: PO Box 15097, Albany, NY 12212

Phone Number(s):

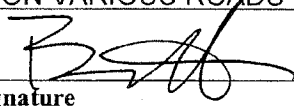
518-374-2222

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

ROADWAY CONSTRUCTION

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

HAULING AND PAVING ASPHALT CONCRETE ON VARIOUS ROADS


Signature

BUCK HELLWIG
Printed Name

GENERAL MANAGER
Title

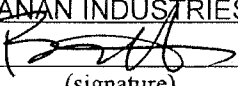
JANUARY 23, 2025
Date

IRANIAN ENERGY DIVESTMENT CERTIFICATION

Pursuant to Section 103-of the New York State
General Municipal Law

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

Firm: CALLANAN INDUSTRIES, INC

By: 
(signature)

BUCK HELLWIG
(typed)

Title: GENERAL MANAGER

Date: JANUARY 23, 2025

BIDDERS QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink.)

1. How many years has your firm been in business? 142 years
2. What has been the dollar volume of your firm's business for each of the past three years?
Year: 2022 \$ 367M Year: 2023 \$ 347M Year: 2024 \$ _____
3. List up to five projects of this nature (highway/paving projects) that you have completed in the last three years, and give the name, address and telephone number of a reference from each. Also, give the completion date, the original contract bid price, the completed cost and a brief description of each project listed. Submit additional sheets if necessary.
PLEASE SEE ATTACHED

4. List all the projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract. Submit additional sheets if necessary.
PLEASE SEE ATTACHED

5. Has your firm ever failed to complete work awarded to it? If so, state where and why.
NO

6. Is your firm presently, or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same? If so, give details.
NO

7. Has your firm received two final determinations within any consecutive six year period, the second final determination occurring within the past five years, that your firm willfully failed

to pay the prevailing rate of wages or to provide supplements in accordance with Article 8 of the Labor Law? If so, give details.

NO

8. Do you plan to sublet any part of this work? If so, give details (description of work, dollar value, name of subcontractor).

STRIPING AND ELECTRICAL

9. What equipment do you own that is available for this work? Be specific.

PLEASE SEE ATTACHED

10. What equipment do you plan to rent or purchase for this work? Be specific.

PLEASE SEE ATTACHED

11. Have you ever performed work under the direction of a professional engineer or registered architect? If so, list up to three such firms, giving the name of the firm, its address, telephone number and the name of the project (list most recent projects).

YES. PLEASE SEE ATTACHED

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

PLEASE SEE ATTACHED

13. Give a summary of your financial statement. List assets and liabilities (submit additional sheets, if necessary).

PLEASE SEE ATTACHED

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

a) Correct name of bidder: CALLANAN INDUSTRIES, INC

b) The business is a CORPORATION

c) The address of principal place is: 8 SOUTHWOODS BLVD, 4TH FLOOR, ALBANY, NY 12211

- d) The names and titles of the corporate officers, partners or individuals doing business under a trade name, are as follows:

PLEASE SEE ATTACHED

Firm: CALLANAN INDUSTRIES, INC

By: 
(signature)

BUCK HELLWIG

(typed)

Title: GENERAL MANAGER

Date: JANUARY 23, 2025

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME CALLANAN INDUSTRIES, INC		3. IDENTIFICATION NUMBERS a) FEIN # 14-1539261 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) WWW.CALLANAN.COM	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 8 SOUTHWOODS BLVD, 4TH FLOOR, ALBANY, NY 12211		7. TELEPHONE NO. 518-374-2222	8. FAX NUMBER 518-381-6779
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NO. N/A	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name BUCK HELLWIG Title GENERAL MANAGER Telephone Number 518-374-2222 Fax Number 518-381-6779 e-mail ESTIMATING@CALLANAN.COM			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS. PLEASE SEE ATTACHED			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST YEAR HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No
-----	---	---

21.	IN THE PAST FIVE YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
-----	---	---

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #14-1539261

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

CERTIFICATION:

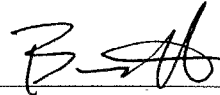
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the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

The undersigned certifies that he/she:

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

Name of Business CALLANAN INDUSTRIES, INC.

Signature of Owner



Address PO Box 15097, Albany, NY 12212

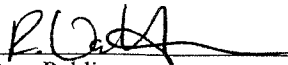
Printed Name of Signatory BUCK HELLWIG

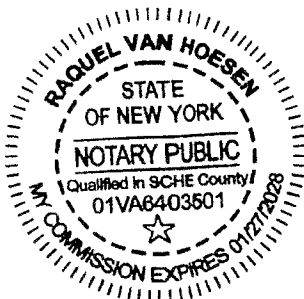
City, State, Zip

Title

ALBANY, NY 12212

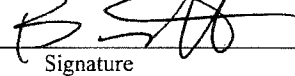
Sworn before me this 23 day of JANUARY, 2025 ;


Notary Public



BUCK HELLWIG

Printed Name



Signature

JANUARY 23, 2025

Date

Acknowledgment by Bidder:

If Individual or Individuals:

State of _____

County of _____

On this _____ day of _____, 202_, before me personally appeared _____
_____ to me known and known to me to be the same person(s) described in
and who executed the within instrument, and he (or they severally) acknowledged to me that he (or
they) executed the same.

Notary Public, State of _____

Qualified in _____

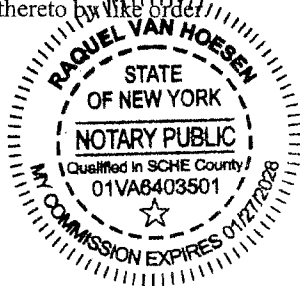
My commission expires _____

If Corporation:

State of NEW YORK

County of ALBANY

On this 23 day of JANUARY, 2025, before me personally appeared BUCK HELLWIG
_____ to me known, who, being by me sworn, did say the he resides at (give
address) SARATOGA SPRINGS, NY;
that he is the (give title) GENERAL MANAGER of the (name of corporation) _____
CALLANAN INDUSTRIES, INC., the corporation described in and which executed the above
instrument; that he knows the seal of the corporation; that the seal affixed to the instrument is such
corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that
he signed his name thereto by like order.



R. Van Hoesen
Notary Public, State of New York
Qualified in Schenectady County
My commission expires 1/27/2028

If Partnership:

State of _____

County of _____

On the _____ day of _____, 202_, before me personally came _____
_____, to me known to be the individual who executed the foregoing, and
who, being duly sworn, did depose and say that he/she is a partner of the firm _____
_____ and that he/she has the authority to sign the same, and
acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

My commission expires _____

SCHEDULE OF MBE/WBE PARTICIPATION

PROJECT IDENTIFICATION

Project No. 25-C591 (Bid #2025-001)
Title: Hauling and Placing Asphalt Concrete
on Various County Roads
Highway Improvement Project

BIDDER:

Name: CALLANAN INDUSTRIES, INC
Address: PO Box 15097, Albany, NY 12212

Total Bid Amount: \$ 4,625,669.79

Fed. Emp. ID #: 14-1539261
Telephone No. 518-374-2222

MBE Goal: 7% x Total Bid Amount = \$323,796.885

WBE Goal: 5% x Total Bid Amount = \$231,283.49

Bidder is an approved _____ MBE, _____ WBE, _____ majority firm as described in Article SC-19, Affirmative Action Plan of the Supplementary Conditions of the Project Manual (check appropriate category).

MBE/WBE participation is broken down into joint ventures with bidder, subcontracting construction, trucking or services, and materials or supplies. Joint ventures between the prime bidder and MBE/WBE firms are shown below. Other MBE/WBE participation is shown on next page.

JOINT VENTURES WITH BIDDER (check one of the following)

- _____ No MBE/WBE joint ventures with bidder on this contract.
_____ Bidder is joint venturing with the following firm(s):
(attach copy of joint venture agreements to this form)

Name: _____ Telephone: _____
Address: _____ Contact Person: _____
_____ Fed. Emp. ID #: _____
Approved _____ MBE _____ WBE
_____ Majority Firm

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____
WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

OTHER MBE/WBE PARTICIPATION:

Complete each section below where appropriate showing all MBE/WBE participation other than joint ventures. Enter the type of participation for each MBE/WBE as one of the following:

- SC - Subcontract Construction
- TS - Trucking or Services
- MS - Source of Materials or Supplies

SCHEDULE OF MBE/WBE PARTICIPATION (con't)

Show the actual amount to be paid to the MBE/WBE, not the contract item bid price.

<u>MBE Firm Name</u>	<u>Work Description</u>	<u>Type Participation</u>	<u>Amount</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Subtotal			\$ _____
MBE Share of Joint Venture			\$ _____
TOTAL MBE PARTICIPATION			\$ _____

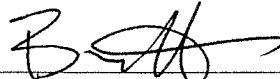
<u>WBE Firm Name</u>	<u>Work Description</u>	<u>Type Participation</u>	<u>Amount</u>
<u>Stilting</u>	<u>Electrical</u>	_____	\$ <u>23,077.25</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
Subtotal			\$ <u>23,077.25</u>
MBE Share of Joint Venture			\$ _____
TOTAL MBE PARTICIPATION			\$ <u>23,077.25</u>

IMPORTANT:

If the TOTAL MBE PARTICIPATION and/or the TOTAL WBE PARTICIPATION is less than the goal amounts, bidder must attach documentation demonstrating good faith efforts to retain MBE's/WBE's. Such documentation shall include: 1) name of MBE/WBE firm, 2) individual contacted, 3) description of work to be done, 4) quotation or proposal received (if any), 5) description of follow-up actions, and 6) explanation of reason(s) why the firm will not be used, for all MBE's/WBE's solicited for participation in this project.

Firm: CALLANAN INDUSTRIES, INC

By: _____


(Signature)

Date: JANUARY 23, 2025

BUCK HELLWIG

(Typed)

Title: GENERAL MANAGER



EASTERN NEW YORK LABORERS'
TRAINING CENTER



UNION TRUSTEES

SAMUEL M. FRESINA
ANTHONY M. FRESINA
IAN SHAUL
GLENN MAREK

ADVISORY TRUSTEE

CARMEN NICOTERA JR.

JOHN P. CRISORIO JR.
Training Director

EMPLOYER TRUSTEES

EUGENE D. HALLOCK, II
LAURA REGAN
JOHN CAMPBELL
THOMAS MABINELLO

March 05, 2024

Re: Callanan Industries

To Whom It May Concern:

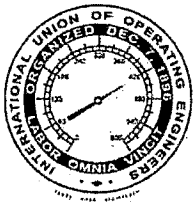
Callanan Industries is a signatory contractor with Laborers Local #190 & #157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local #190 & Local #157 registered & approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions please contact me at 426-0290.

Sincerely Yours,

Anthony M. Crisorio
Apprentice Coordinator



IUOE LOCAL 158 TRAINING FUND

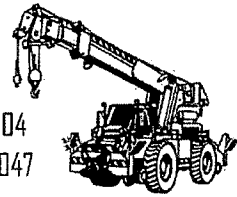
LOCAL 158 DISTRICTS 106, 545 & 832

5612 Business Ave
Cicero, N.Y. 13039



Tel (315) 299-6104

Fax (315) 378-4047



January 3, 2025

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 158 Training Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies. At present time we comply with NYS apprenticeship graduations rates at 30% and above.

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

Very truly yours,

Sarah Fergerson
Training Fund Coordinator



**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Rate Change
*Heavy Highway
Building

State Use Only	
AT Sponsor No.	22142
ATP Code	18514
Effective Date of AT Program	6/1/1994

- Name of Sponsor: Eastern New York Laborers Training Center
- Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: same
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518-426-0290 Ext. _____ Fax No.: 518-426-2091
- E-mail Address: _____
- Trade/Occupation: Skilled Construction Craft Laborers
- No. Employees: 1100 No. Apprentices: 27 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3
- DOT Code: 869.463.580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 month 12. Work process: Standard ☒ or Revised ☐
- Minimum Journeyworker Rate: \$ _____ per hour 14. Effective Date of Wages: July/2023
 Zone A H.Highway \$39.19
 Building \$34.86
- Apprentice wage progression for each period – in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10	ZoneB	H.Highway	Building
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐		\$37.65	\$30.10
H ☒	H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐	Local #157	\$39.19	\$36.54
0-1000	1001-2000	2001-3000	3001-4000									
65%	70%	80%	80%									

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

17. Anthony M. Crisorio 7/1/23 18. _____
 Signature of Official Sponsor Representative Date Signature of Union Representative Date
Anthony M. Crisorio Apprentice _____
 Print Name and Title Print Name, Title, and Union Name
[Signature] _____
 Signature New York State Department of Labor Date 7/24/23

NYSDOL
 Labor
 Eng

JUL 21 2023

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Callanan Industries, Inc.

NYS Vendor ID: 14-1539261

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner NYSDOT		Award Date 01/10/2023	Amount \$8,799,463.33	Date Completed 10/07/23	
	Contact Person Tony Yezzo	Telephone No. Anthony.yezzo@dot.ny.gov	Designer Architect and /or Design Engineer N/A			
	Contract No. D264924	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
2.	Agency/Owner NYS Thruway Authority		Award Date 03/08/23	Amount \$9,687,662.99	Date Completed 10/25/23	
	Contact Person Jessica Mandy	Telephone No. (845) 216-4128	Designer Architect and /or Design Engineer N/A			
	Contract No. D214906	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
3.	Agency/Owner NYSDOT		Award Date 03/14/2022	Amount \$16,147,472.85	Date Completed 06/30/23	
	Contact Person Bert Ashley	Telephone No. Bert.ashley@dot.ny.gov	Designer Architect and /or Design Engineer N/A			
	Contract No. D264666	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
4.	Agency/Owner City of Schenectady		Award Date 05/08/23	Amount \$594,500.00	Date Completed 12/04/23	
	Contact Person Paul Patellas	Telephone No. (518) 487-8205	Designer Architect and /or Design Engineer CHA Consulting, Inc.			
	Contract No. 2023-095	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
5.	Agency/Owner City of Gloversville		Award Date 09/28/23	Amount \$313,260.00	Date Completed 11/07/23	
	Contact Person Doug Teator	Telephone No. Dteator@smellp.com	Designer Architect and /or Design Engineer Creighton Manning			
	Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: Callanan Industries, Inc.

NYS Vendor ID: 14-1539261

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner Town of Colonie		Award Date 04/06/2023	Amount \$ 6,203,125.00	Date Completed 11/17/2023	
	Contact Person Tom Romano	Telephone No. 518-857-5842	Designer Architect and /or Design Engineer N/A			
	Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
7.	Agency/Owner Albany County		Award Date 05/30/2023	Amount \$ 3,883,893.09	Date Completed 10/2/2023	
	Contact Person Brent Meredith	Telephone No. 518-765-2055	Designer Architect and /or Design Engineer N/A			
	Contract No. 2023 Paving	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
8.	Agency/Owner CITY OF TROY		Award Date 1/3/23	Amount \$ 317,575	Date Completed 11/3/23	
	Contact Person Andrew Kreshik	Telephone No. (518) 279-7153	Designer Architect and /or Design Engineer N/A			
	Contract No. Korean Wall Memorial	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
9.	Agency/Owner CITY OF COHOES		Award Date 1/31/23	Amount \$ 649,995	Date Completed 11/30/23	
	Contact Person Joe Seman-Graves	Telephone No. (518) 233-2148	Designer Architect and /or Design Engineer N/A			
	Contract No. White Street Reconstruction	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	
10.	Agency/Owner TOWN OF BETHLEHEM		Award Date 5/26/23	Amount \$ 326,532.28	Date Completed 10/27/23	
	Contact Person Marc Dorsey	Telephone No. (518) 439-4955	Designer Architect and /or Design Engineer N/A			
	Contract No. 2023 Sidewalk Construction	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A		EIN of JV, if applicable 0	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner NYS Thruway Authority	Award Date 11/15/2022		Completion Date 10/31/2024
	Contact Person Keith Lenczak	Telephone No. (518) 376-3254	Designer Architect and /or Design Engineer N/A	
	Contract No. TAA 23-3	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable 0
		Total Contract Amount \$21,330,748.78	Amount Sublet to others \$4,180,727.26	Uncompleted Amount \$21,330,748.78
2.	Agency/Owner NYSDOT	Award Date 3/30/2023		Completion Date 12/20/2024
	Contact Person Mike Maeri	Telephone No. (518) 729-3831	Designer Architect and /or Design Engineer N/A	
	Contract No. D264969	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable 0
		Total Contract Amount \$14,263,114.00	Amount Sublet to others \$3,413,000.00	Uncompleted Amount \$5,600,000.00
3.	Agency/Owner NYSDOT	Award Date 03/30/2023		Completion Date 12/20/2024
	Contact Person Mike Maeri	Telephone No. (518) 795-8474	Designer Architect and /or Design Engineer N/A	
	Contract No. D264969	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable 0
		Total Contract Amount \$14,263,114.00	Amount Sublet to others \$3,664,835.00	Uncompleted Amount 4,565,000.00
4.	Agency/Owner City of Kingston	Award Date 5/22/2023		Completion Date 5/30/2024
	Contact Person Keith Phillips	Telephone No. (845) 206-1806	Designer Architect and /or Design Engineer N/A	
	Contract No. RFBK 23-07	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	EIN of JV, if applicable 0
		Total Contract Amount \$1,972,748.00	Amount Sublet to others \$0.00	Uncompleted Amount \$5,476,193.40

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:									
5.		Agency/Owner NYSTA	Award Date 10/19/2023		Completion Date 10/31/2024				
Contact Person Mastro, Timothy	Telephone No. (518) 436-2999	Designer Architect and /or Design Engineer N/A							
Contract No. D214939	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$21,330,748.78	Amount Sublet to others \$4,775,125.70	Uncompleted Amount \$21,330,748.78	EIN of JV, if applicable 0			
6.		Agency/Owner SCHENECTADY COUNTY	Award Date		Completion Date				
Contact Person Matt Florell	Telephone No. (518) 453-4519	Designer Architect and /or Design Engineer CHIA Consulting							
Contract No. RFB-2023-5	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount \$2,983,392.50	Amount Sublet to others \$840,000.00	Uncompleted Amount \$2,983,392.50	EIN of JV, if applicable 0			
7.		Agency/Owner NYSDOT	Award Date 01/23/24		Completion Date 12/30/2024				
Contact Person Michael Keegan	Telephone No. (518) 410-9644	Designer Architect and /or Design Engineer N/A							
Contract No. fleet shop	Prime or Sub Prime	Joint Venture (JV) Name, if applicable N/A	Total Contract Amount \$386,473.00	Amount Sublet to others \$0.00	Uncompleted Amount \$386,473.00	EIN of JV, if applicable 0			
8.		Agency/Owner New York State Thruway Authority	Award Date 2/13/2024		Completion Date 6/30/2024				
Contact Person	Telephone No.	Designer Architect and /or Design Engineer							
Contract No. D214940	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	Total Contract Amount \$19,028,115.00	Amount Sublet to others \$1,850,000.00	Uncompleted Amount \$19,028,115.00	EIN of JV, if applicable 0			

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

EIN: 141539261

Question 3.1: List all current uncompleted construction contracts:											
9.		Agency/Owner City of Schenectady		Telephone No. (518) 382-5082		Designer Architect and /or Design Engineer GPI		Award Date 6/15/2023		Completion Date 7/26/2024	
Contract No. 2023-CS-11		Prime or Sub Prime		Joint Venture (JV) Name, if applicable N/A		Total Contract Amount \$4,465,591.33		Amount Sublet to others \$355,747.16		Uncompleted Amount 3,620,313.24	
EIN of JV, if applicable 0											
10.		Agency/Owner City of Schenectady		Telephone No. (518) 382-5082		Designer Architect and /or Design Engineer MJ Engineering		Award Date 10/10/2022		Completion Date 6/28/2024	
Contract No. N/A		Prime or Sub Prime		Joint Venture (JV) Name, if applicable N/A		Total Contract Amount \$349,730.55		Amount Sublet to others \$52,180.08		Uncompleted Amount 349,730.55	
EIN of JV, if applicable 0											
Grand Total All Uncompleted Contracts										\$84,670,718.25	

ATTACHMENT

EQUIPMENT LISTING

- Paver – Roadtec RP195E (5 Units)
- Paver – Roadtec RP175E
- Roller – HAMM HD140 (2 Units)
- Roller – Sakai SW880 (8 Units)
- Skid Steer – Bobcat S220 (2 units)
- Peterbuilt Tack Truck
- Rack Trucks and Support trucks
- Mill Machine – Wirtgen W210i

CALLANAN INDUSTRIES, INC., OWNS ALL EQUIPMENT NECESSARY TO PERFORM THE WORK OF THIS CONTRACT

CALLANAN INDUSTRIES, INC.
8 SOUTHWOODS BLVD, 4TH FLOOR
ALBANY, NEW YORK 12211
(518) 374-2222

Professional Engineer / Registered Architect Work:

FIRM

Clough Harbour & Associates LLP
III Winners Circle
Albany, NY 12205
(518) 453-4500

CT Male & Associates
50 Century Hill Drive
Latham, NY 12110
(518) 786-7400

C & S Engineers
499 Col. Eileen Collins Blvd.
Syracuse, NY 13212
(315) 455-2000

Dodge Chamberlin Luzine Weber
73 Troy Road
East Greenbush, NY 12061
(518) 479-4000

Dufresne Henry Engineers
358 Broadway, Suite 201
Saratoga Springs, NY 12866
(518) 581-1284

Laberge Group
4 Computer Drive West
Albany, NY 12205

PROJECT

Schenectady County Airport
General Aviation Aircraft Aprons

Schenectady Metroplex
Lower State Street Improvements

Albany Airport Authority
Rehab of Runway 10-28 # 732-GC

Schenectady County
Maple Avenue Reconstruction

Albany Airport Authority
Airfield Patrol Road Improvements

Albany Airport Authority
Runway 1-19 Improvements

Columbia County Airport
Apron Reconstruction

Ravena Coeymans Selkirk School District
Additions & Alterations to Bus Garage
Sitework

Schenectady County Airport
Runway 10-28 Safety Improvements

NYS Thruway Contract TAA 15-29
NYS Thruway Contract TAA 15-27
NYS Thruway Contract TAA 15-14

(518) 458-7112

NYS Thruway Contract TAA 14-57
NYS Thruway Contract TAA 09-24

Saratoga Associates

443 Broadway Suite 3
Saratoga Springs, NY 12866
(518) 587-2550

Village of Schoharie

MJ Engineering & Land Surveying

1533 Crescent Road
Clifton Park, NY 12056
(518) 371-0799

Lower Union Street Streetscape

Malcolm Pirnie, Inc

43 British American Blvd
Latham, NY 12210

Arbor Hill Gateway

Barton & Loguidice

2 Corporate Plaza
264 Washington Ave Ext
Albany, NY 12203

Town of Guilderland Sidewalks
Circle Ave Reconstruction-Village of Ellenville

Creighton Manning Engineering

17 Computer Drive West
Albany, NY 12205

Schenectady County
Mohawk Trail crossing of Route 5S

CDTA
Crossgates Commons Transit Stops

Albany County-CR 204 Schoolhouse Rd.
BRT Queue Jump Lanes-CDTA

NYS Thruway Authority
TAA 16-9 MP 161.3 – 170

Boswell Engineering

799 Madison Ave
Albany, NY 12208

Albany County- CR 102 Old Quarry/Starr Rd

ATTACHMENT

AFFILIATED TRADE ASSOCIATIONS

<u>AGENCY</u>	<u>PHONE</u>
NESCA North East Sub-Contractors Association 6 Airline Drive #4 Albany, NY 12205	(518) 869-9800
NYCMA New York Construction Materials Association 11 Century Hill Drive Latham, NY 12110	(518) 783-0909
AGC Associated General Contractors 10 Airline Drive Albany, NY 12205	(518) 456-1134
ECA Eastern Contractors Association 6 Airline Drive Albany, NY 12205	(518) 869-0961

BID # 2025 - 001
HAULING & PLACING ASPHALT CONCRETE
ON VARIOUS COUNTY ROADS
HIGHWAY IMPROVEMENT PROJECT

3. CONTRACTOR SHALL BE AWARE THAT ALBANY COUNTY IS SPECIFYING 70 SERIES COMPACTION UNDER THIS CONTRACT AND THE CONTRACTOR IS RESPONSIBLE FOR ALL TESTING REQUIREMENTS IN THE APPLICABLE SPECIFICATION.

Figure 2.

[illegible]

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12188

CONCLUSION

HAILING AND PLACING
ASPHALT CONCRETE
ON VARIOUS COUNTY ROADS
AND MISCELLANEOUS PAVING
HIGHWAY IMPROVEMENT PROJECT
ALBANY COUNTY

FRANK ST. N.C.	SCALE: AS SHOWN	DRAWING NUMBER	42-25
QUERIED BY: BSH	DATE: 2025		
APPROVED BY: BSH	FROM: L.S. NO. 23-0087		SHEET: 1 OF 1

ALBANY COUNTY - 2025

PROJECT NO. 25-C591
BID #2025-001

HAULING & PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS HIGHWAY IMPROVEMENT PROJECT

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL NEW DIMENSIONS FOR SPURTS, MARK, LINES, ETC., IN THE FIELD SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, EDITION JANUARY 1, 2002.
2. LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING. LOCATIONS OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING. LOCATIONS OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING. LOCATIONS OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CALL THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (DOT) AT (518) 485-2700 TO OBTAIN RECORD DRAWINGS AND TO BE ADVISED OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE SUPERVISED AND IMMEDIATE ACTION SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
4. IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE CAUSING AN INTERRUPTION IN SAID SERVICE, HE SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SUCH SERVICE TO ITS ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
5. THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING AND OPEN CONDUITS, ELEVATIONS AND CONDITIONS SHOWN ON THE PLANS. IF FIELD CONDITIONS DIFFER FROM THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. MAKE APPROPRIATE CHANGES TO THE PLANS, AS APPROVED BY THE ENGINEER, BEFORE PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
6. THERE SHALL BE NO OIL OR GREASE ON THE SURFACE OF THE ROAD OR ON THE CURBS OR SIDEWALKS. IF OIL OR GREASE IS FOUND ON THE SURFACE OF THE ROAD OR ON THE CURBS OR SIDEWALKS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. MAKE APPROPRIATE CHANGES TO THE PLANS, AS APPROVED BY THE ENGINEER, BEFORE PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHANGING AND PROTECTING ALL OPEN EXCAVATIONS OF THE PROJECT TO THE SATISFACTION OF THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHANGING AND PROTECTING ALL OPEN EXCAVATIONS OF THE PROJECT TO THE SATISFACTION OF THE ENGINEER.
17. IF THE ENGINEER NOTICES THE CONTRACTOR OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THE AFFECTED AREA SHALL BE SUPERVISED AND IMMEDIATE ACTION SHALL BE TAKEN TO CORRECT THE SITUATION TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
18. UPON NOTIFICATION BY THE ENGINEER, THE CONTRACTOR SHALL SUSPEND HIS OPERATIONS, AS NECESSARY, AND SHALL PROVIDE SAFE AND ADEQUATE ACCESS INTO OR THROUGH THE WORK SITE TO ALL NEARBY PROPERTIES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.

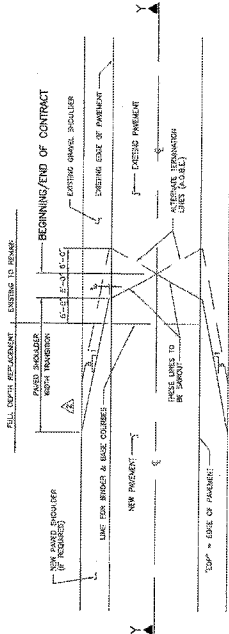
ASPHALT CONCRETE MINIMUM PRODUCTION

ALBANY COUNTY WILL REQUIRE THE SUCCESSFUL BIDDERS TO PLACE A MINIMUM OF 1,000 TONS OF ASPHALT CONCRETE PER YEAR FOR THE NEXT TWO YEARS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES AND FOR THE COST OF ANY DAMAGE TO EXISTING UTILITIES.

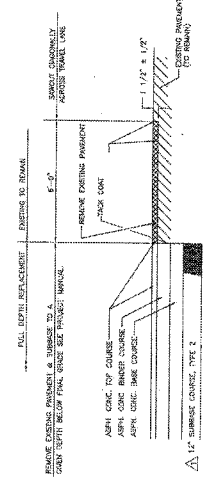
UNDER CONTEMPLATION OF THIS CONTRACT, CONTRACTOR TO BE ADVISED THAT ALL MATERIALS GENERATED UNDER ITEM #490.10 ARE THE SOLE PROPERTY OF ALBANY COUNTY AND ALL RESPONSIBILITIES FOR REMOVAL AND STORAGE SHALL BE MET ACCORDINGLY.

CONTRACTOR SHALL BE AWARE THAT ALBANY COUNTY IS SPECIFYING 70 SERIES COMPACTION UNDER THIS CONTRACT AND THE CONTRACTOR IS RESPONSIBLE FOR ALL TESTING REQUIREMENTS IN THE APPLICABLE SPECIFICATION.

		COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS 449 NEW SALEM ROAD ALBANY, NEW YORK 12242 518-485-2700	
GENERAL NOTES			
HAULING & PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS HIGHWAY IMPROVEMENT PROJECT			
FORM BY: JEF	SCALE: AS SHOWN	DATE: 2025	REVISION NUMBER
CHECKED BY: JEF	APPROVED BY: JEF	DATE: 2025	REVISION NUMBER
SHEET 2 OF 4			CN-1



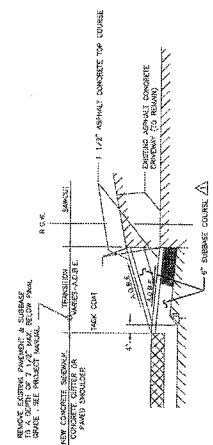
PLAN



SECTION Y-Y

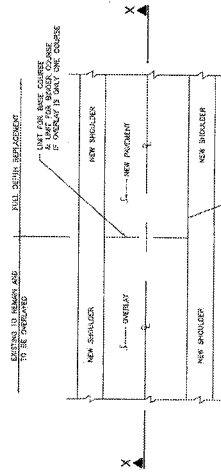
TERMINATION DETAIL FOR FULL DEPTH REPLACEMENTS

NOTES: 1. PAVEMENT FOR PAVEMENT TERMINATION WORK TO BE INCLUDED IN PRICE AND FOR ASPHALT CONCRETE TOP COURSE, AND EXISTING PAVEMENT SHALL BE MADE FOR SPACED TO FINISH OF MATERIAL.

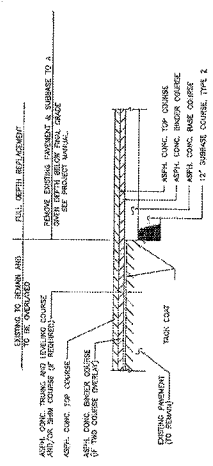


SECTION X-X

TERMINATION DETAIL AT EXISTING ASPHALT CONCRETE DRIVEWAYS



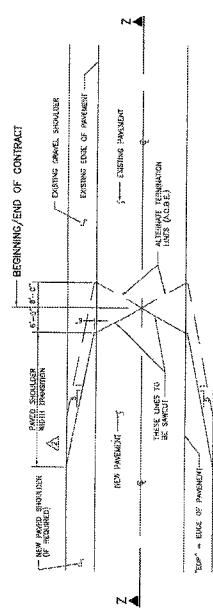
PLAN



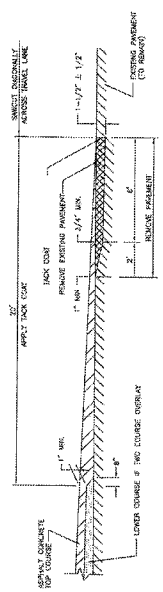
SECTION X-X

PAVEMENT TRANSITION DETAIL

PAVEMENT OVERLAYS TO FULL DEPTH RECONSTRUCTION



PLAN



SECTION Z-Z

TERMINATION DETAIL FOR PAVEMENT OVERLAYS

NOTES: 1. PAVEMENT FOR PAVEMENT TERMINATION WORK TO BE INCLUDED IN PRICE AND FOR ASPHALT CONCRETE TOP COURSE, AND EXISTING PAVEMENT SHALL BE MADE FOR SPACED TO FINISH OF MATERIAL.

		COUNTY OF ALBANY DEPARTMENT OF PUBLIC WORKS ALBANY, NEW YORK 12242 518-728-2786	
STANDARD DETAILS			
PAVEMENT TERMINATION DETAILS			
FINAL PLANS CHECKED FOR STAMP			
DRAWN BY: JPC CHECKED BY: MAA APPROVED BY: MAA	SCALE: AS SHOWN DATE: 1/1/00 FROM: 10	STANDARD NUMBER: ACS-42	



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
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

March 18, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Public Works Department is requesting the approval to enter into a contract with Gorman Brothers, Inc. for the Joint and Crack Sealing of various County Roads. Gorman Brothers, Inc. is a vendor listed on the NYS OGS Liquid Bituminous Materials Contract Award #23334 PC #70336. The term of this contract will be from May 1, 2025 through November 30, 2025. Budget Line D5110.44075 Bridge and Road Material will be used for the contract amount not to exceed \$149,978.40.

This is the ninth year the County has used this method of pavement preservation. Crack sealing prolongs pavement life by preventing water penetration which accelerates pavement deterioration.

If you have any questions, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6473, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Agreement with All States Construction, Inc. d/b/a Gorman Construction for Joint and Crack Sealing of Various County Roads

Date: 3/18/25

Department: Public Works

Attending Meeting: Lisa M. Ramundo, Commissioner

Submitted By: Rosa Maria Tirino

Title: Director of Operations

Phone: 518-655-7919

Purpose of Request: Contract Authorization 6 months

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

All States Construction, Inc. d/b/a Gorman Construction

Term: (Start/end date or duration) 5/1/25-11/30/25

Amount/Raise Schedule/Fee: \$149,978.40

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Budget: Yes ☒ No ☐

Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: 100%

State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.

Revenue Amount: Enter text.

Appropriation Account and Line: D5110.44075 Bridge & Road Material

Appropriation Amount: \$149,978.40

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Public Works Department is requesting the approval to enter into a contract with All States Construction, Inc. d/b/a Gorman Construction for the Joint and Crack Sealing of various County Roads. Crack sealing prolongs pavement life by preventing water penetration which accelerates pavement deterioration.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2025

RE: Crack Sealing-NYS Contract

I am in receipt of your recommendation letter for All States Construction Inc. dba Gorman Construction in the amount not to exceed 149,978.40.

As All States Construction Inc. dba Gorman Construction has a current NYS Contract Award PC70336 Under Group#31555 Award#23334 and has provided the required quick quote, I approve your recommendation.

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



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.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO,
COMMISSIONER

RECOMMENDATION NOTICE

To: *Pamela O'Neill, Purchasing Agent*

From: *Lisa M. Ramundo, Commissioner*

Date: *March 12, 2025*

RE: *Crack Sealing-NYS Contract*

Public Works is requesting approval to utilize NYS Contract Award #23334 PC #70336 for Liquid Bituminous Material (Joint and Crack Filler/Sealer) with Gorman Bros., Inc. for an amount not to exceed \$149,978.40.

If you have any questions or further information is needed, please let me know.

GROUP 31555 - AWARD 23334 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER (Version 06/28/2024)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 26 / 2025

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County DPW

Project Name: Crackseal Quick Quote # 1

Project Location: Albany County

Type of Bituminous Material Required:

Item/Grade/Option: Plastic Joint - ASTM D6690 Type II - Option 2

Please, make sure to select the correct units according to the material and the option.

Estimated Total Quantity Required: 5,681.000 in Gallons

Additional Items (indicate if required):

☒ Work Zone Traffic Control by Contractor Required

☐ One-way Roadway ☒ Two-way Roadway

☐ Additional Flaggers Required Number of Additional Flaggers

☐ Pilot Vehicle Required Number of Pilot Vehicles

☐ OCP Insurance Required (in the case of a project)

GROUP 31555 - AWARD 23334 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER (Version 06/28/2024)

Anticipated Project Start Date:

Agency/User Contact:

Agency/User Telephone:

Quick Quote must be returned by:

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

GROUP 31555 - AWARD 23334 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER (Version 06/28/2024)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: Crackseal Quick Quote # 1

Contractor & PC #: PC70336 - All States Construction, Inc. dba Gorman Construction

Plant Location: 6 Freemans Bridge Rd Scotia NY 12302 Plant #: L0104

Estimated Haul Distance: Miles Telephone: 518-782-9988

Estimated Number of Days or Hours to Complete the Project

Only for the options including material price in gallons

- A. Price per gallon of Material = \$17.000 per Gallon
Material Price Adjustment Calculation for the Month of: February / 2025
- B. Monthly Binder Price Adjustment per Gallon = \$0.000
- C. Material Price including Price Adjustment (A + B) = \$17.000 per Gallon
- D. Total Gallons = 5,681.000 Gallons
- E. Total Material Cost (C x D) = \$96,577.000

Only for Rout, Clean & Seal Application Method - ASTM D6690 Type II - Option 3:

- F. Price per Linear Foot of Material = \$0.000 per LF
Material Price Adjustment Calculation for the Month of: February / 2025
- G. Monthly Binder Price Adjustment per Linear Foot =
- H. Material Price including Price Adjustment (F + G) = \$0.000 per Linear Foot
- I. Total Linear Feet = LF
- J. Total Material Cost (H x I) = \$0.000

Only for the options including material price in pounds

- K. Price per Pound of Material = \$0.000 per Pound
Material Price Adjustment Calculation for the Month of: February / 2025
- L. Monthly Binder Price Adjustment per Pound =
- M. Material Price including Price Adjustment (K + L) = \$0.000 per Pound
- N. Total Pounds = Pounds
- O. Total Material Cost (M x N) = \$0.000

GROUP 31555 - AWARD 23334 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(Statewide)

LOT 7 - JOINT AND CRACK FILLER/SEALER (Version 06/28/2024)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: Crackseal Quick Quote # 1

Additional Items:

Price Work Zone Traffic Control =	\$9.400	per	Gallons
Total Gallons =	5,681.000		
P. Total Price Work Zone Traffic Control =	\$53,401.400		

Price Additional Flagger(s) per Day =	\$0.000		
Number of Additional Flagger(s) =		Number of Days =	
Q. Total Price Additional Flagger(s) =	\$0.000		

Price Pilot Vehicle per Day =	\$0.000		
Number of Days =		Number of Vehicles =	
R. Total Price Pilot Vehicle =	\$0.000		

S. OCP Insurance =	\$0.000		
---------------------------	----------------	--	--

T. Total Amount for Additional Items (P thru S) =	\$53,401.400		
--	---------------------	--	--

Project's Total Cost including all the Price Adjustments for: February / 2025

Project's Total Cost including Price Adjustment (E+J+O+T) =	\$149,978.400
--	----------------------

Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Dane Mellon Date 3/17/25

Contractor Signature Dane Mellon

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.



Gorman Construction

All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

February 26, 2025

Lisa Ramundo
Albany County D.P.W.

Dear Lisa:

The following is information regarding Crack Sealing for Albany County:
NYS OGS Liquid Bituminous Materials (Joint and Crack Filler/Sealer)
Award #23334 PC #70336 (February 2025, \$598/ton).

The pricing for Crack Sealing **Type II Option 2 (D6690 Type II)** is as follows:

301-500 gallons per day-	\$17.00
<u>WZTC 2 way 301-500 gallons per day-</u>	<u>\$9.40</u>
Estimated Total Price per Gallon-	\$26.40

The pricing for approximately 5,681 gallons at \$26.40: **\$149,978.40**

Total Crack Seal price not to exceed \$149,978.40

If you should have any questions, please do not hesitate to contact me at 518-618-5526. We look forward to working with you to make your 2025 program a success.

Thank you,

Nicole Fazio

Nicole Fazio
Sales Representative



Gorman Construction

All States Materials Group®

200 Church Street
Albany, NY 12202
518-462-5401
www.asmg.com

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made at unit prices listed above.

☐ **Maintenance and Protection of Traffic Control with signage provided by Municipality**

Signature

Date

Note: This proposal may be withdrawn by us if not accepted in 30 days

Gorman Construction guarantees workmanship and materials but is not responsible for failures due to inadequate subbase, poor drainage, or the result of poorly prepared/treated shim. Damage to Gorman Construction equipment due to abandoned structure(s) may result in extra charges to the customer.

If the customer changes the lab approved application rate or mix design, they will assume all liability for the process's performance and warranty.

Any alteration or deviation from the above-mentioned specifications or any change in the scope of the job involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. During the prosecution of the work, Gorman Construction will comply with all specification requirements regarding calendar cutoff dates and minimum application temperatures.

If there are no applicable or relevant project specifications, Gorman Construction will comply with either the applicable State specifications or accepted industry standard requirements. For this quotation, the calendar cutoff dates are listed below along with the minimum application temperatures.

<u>Process</u>	<u>Dates</u>	<u>Min Temp</u>
Surface Treatment	May 1 – Sept 7	50 F
Cold Recycling/Cold Mix	May 1 – Oct 7	50 F
PPST	April 15 – Oct 31	50 F
Crack Sealing	April 1- Nov 15	40 F
Micro Surfacing/Slurry Seal	April 15 - 3rd Sat in Sept	50 F

An Equal Opportunity Employer

nfazio@asmg.com
Cell:518-618-5526



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
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

March 19, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Public Works is requesting the Legislature's approval to purchase one (1) Bobcat Compact Track Loader from Clarke Equipment and Robert H. Finke & Sons using NYS Contract PC69396, Group #40625, and Award #PGB-22792 for a total amount not to exceed \$109,077.60.

This loader will be incorporated into the Department of Public Works' equipment inventory, enhancing operational efficiency across seven subdivisions by reducing wait times for equipment availability.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6477, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Purchase a Bobcat Track Loader

Date: 3/20/25
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Other (State if not Listed) Purchase

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Robert H. Finke & Sons, Inc. 1569 ROUTE 9-W, Selkirk, NY 12158

Term: (Start/end date or duration) n/a
Amount/Raise Schedule/Fee: \$109,077.60

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: CAPIT / TBD
Appropriation Amount: \$109,077.60

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to purchase one (1) Bobcat Compact Track Loader from Clarke Equipment and Robert H. Finke & Sons using NYS Contract PC69396, Group #40625, and Award #PGB-22792 for a total amount not to exceed \$109,077.60. This loader will be incorporated into the Department of Public Works' equipment inventory, enhancing operational efficiency across seven subdivisions by reducing wait times for equipment availability.



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.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO,
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: March 18, 2025
RE: Purchase of a Bobcat Track Loader

Public Works recommends the purchase of one (1) Bobcat Compact Track Loader from Robert H. Finke & Sons.

The pricing is based on the New York State Contract – PC69396, with a total cost of \$109,077.60.

This loader will be incorporated into the Department of Public Works' equipment inventory, enhancing operational efficiency across seven subdivisions by reducing wait times for equipment availability.

Should you have any questions, please do not hesitate to contact my office.



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

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: March 18, 2025

RE: Purchase of a Bobcat Track Loader Model T76 T4

I am in receipt of your recommendation letter for NYS Contract PC 69396 Clark Equipment and Robert H. Finke & Sons, Inc. as the authorized dealer in the amount not to exceed \$109,077.60 for the purchase of a Bobcat Track Loader.

As Clark Equipment/Robert H. Finke & Sons, Inc.(authorized dealer) has a current NYS Contract PC69396 Group#40625, Award#PGB-22792, I approve your recommendation.

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

**Product Quotation**Quotation Number: **LR990875**Quote Sent Date: **Feb 03, 2025**Expiration Date: **Mar 05, 2025****Your Bobcat Contact****Lizzie Richter**

Phone:

Email: lizzie.richter@doosan.com**Your Customer Contact****Deliver to****ALBANY COUNTY DPW 291896****Bobcat Dealer**

Neal Plummer

Robert H. Finke & Sons Inc, Selkirk, NY

1569 ROUTE 9-W

SELKIRK, NY, 12158

Bill to**ALBANY COUNTY DPW 291896**

449 New Salem Rd

Voorheesville, NY, 12186-4826

Item Name	Item Number	Quantity	Price Each	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	59,240.06	59,240.06
Standard Equipment:				
74.0 HP Tier 4 V2 Bobcat Engine			Horn	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front and Rear LED	
Bobcat Interlock Control System (BICS)			Operator Cab	
Controls: Selectable Joysticks (SJC)			Includes: Vinyl Adjustable Suspension Seat, Top and Rear	
Cylinder Cushioning - Lift, Tilt			Windows, Parking Brake, Seat Bar and Seat Belt	
Engine/Hydraulic Performance De-rate Protection			Roll Over Protective Structure (ROPS) meets SAE-J1040 and	
Glow Plugs (Automatically Activated)			ISO 3471	
			Falling Object Protective Structure (FOPS) meets SAE-J1043	
			and ISO 3449, Level I; (Level II is available through Bobcat	
			Parts)	
			Parking Brake: Spring Applied, Pressure Released (SAPR)	
			Solid Mounted Carriage with 4 Rollers	
			Tracks: Rubber, 12.6" Wide	
			Telematics - Machine IQ - 2-year Basics	
			Warranty: 2 years, or 2000 hours whichever occurs first	
Gold Package	M0371-P11-C13	1	11,585.64	11,585.64
<i>Included:</i> Gold Package Includes:, Clear				
Side Auto HVAC Cab, Integrated Bluetooth				
Radio, Adjustable Heated Cloth Air Ride				
Seat, Power Bob-Tach, Solid Undercarriage,				
7" Touch Display, Premium and Side LED				
Lights, Keyless Start, Two-Speed Travel, 7-				
Pin Attachment Control, Dual Direction				
Bucket Positioning, Rear Camera, Sound				
Reduction, 3yr Machine IQ Health &				
Security Subscription, Ride Control,				
Reversing Fan, Auto Throttle *Requires				
Selectable Joystick Controls				
17.7" C-Pattern Rubber Track	M0371-R09-C02	1	1,151.73	1,151.73
<i>Included:</i> 17.7" C-Pattern Rubber Track				
High-Flow Hydraulics	M0371-R03-C03	1	1,906.82	1,906.82

80" Heavy Duty Bucket	7272681	1	1,539.76	1,539.76
Bolt-On Cutting Edge, 80"	6718008	1	326.88	326.88
4K Heavy Duty Pallet Fork Frame	7294305	1	460.56	460.56
48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	340.48	340.48
Snow Blower 32X80	M7048	1	5,805.64	5,805.64
MOTOR PACKAGE 160CC (28-31 gpm)	M7048-R01-C04	1	854.24	854.24
24" Planer, Super Flow	7430052	1	22,793.92	22,793.92
COUPLER FF FEMALE 1/2 BDY 1/2 NPT THREAD	7411975	1	48.87	48.87

Quote Total - USD	106,054.60
Dealer P.D.I.	350.00
Freight Charges	1,675.00
Destination Charges	918.00
Dealer Assembly Charges	80.00
Quote Total - USD	109,077.60

Comment:

*Prices per the New York State Contract – PC69396

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc, P. O. Box 74007382, Chicago, IL 60674-7382



DANIEL P. MCCOY
COUNTY EXECUTIVE

LISA M. RAMUNDO
COMMISSIONER

MICHAEL MCCLAUGHLIN
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

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

March 27, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Colliers Engineering & Design for Design, Right-of-Way (ROW) Incidentals/Acquisition and Construction Inspection (CI) of the County Route 301 (Tarrytown Road) over Onesquethaw Creek PIN 1762.93 Culvert Replacement Project.

The project received \$1,500,000.00 in funding through the 2023 Culvert NY Program. Per the requirements of the Culvert NY program, consultant selection was quality based.

The total cost for Design, ROW Incidentals/Acquisition and CI is \$495,663.00, as such 100% of these costs will be eligible for State reimbursement. Albany County will be required to pay 100% of the upfront costs with the understanding that the costs will be eligible for reimbursement.

We have attached copies of the Federal Aid Local Project Agreement, the cover letter from NYSDOT, the request form and sample resolution. If you have any questions or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leaders
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6491, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Agreement with Colliers Engineering & Design for Design, Right-of-Way (ROW) Incidentals/Acquisition and Construction Inspection (CI) of the County Route 301 (Tarrytown Road) over Onesquethaw Creek PIN 1762.93 Culvert Replacement Project.

Date: 03/28/2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization 06/01/2025-04/01/2028

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Colliers Engineering & Design, 18 Corporate Woods Blvd., Ste. 400, Albany, NY 12211

Term: (Start/end date or duration) 06/01/2025-04/01/2028
Amount/Raise Schedule/Fee: \$495,663.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: HHYB
Revenue Amount: \$495,663.00
Appropriation Account and Line: HHYB
Appropriation Amount: \$495,663.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Colliers Engineering & Design for Design, Right-of-Way (ROW) Incidentals/Acquisition and Construction Inspection (CI) of the County Route 301 (Tarrytown Road) over Onesquethaw Creek PIN 1762.93 Culvert Replacement Project. The project received \$1,500,000.00 in funding through the 2023 Culvert NY Program. Per the requirements of the Culvert NY program, consultant selection was quality based. The total cost for Design, ROW Incidentals/Acquisition and CI is \$495,663.00, as such 100% of these costs will be eligible for State reimbursement. Albany County will be required to pay 100% of the upfront costs with the understanding that the costs will be eligible for reimbursement.

SCOPE OF SERVICES

Section 1 - General

1.01 Project Description and Location

Project Name: **County Route 301 (Tarrytown Road) over Onesquethaw Creek in the Town of New Scotland, Albany County, NY**

PIN: **TBD**

Project Description: **The proposed project scope is to replace the existing culvert structure with a new bridge structure.**

Project Limits: **The anticipated construction limits for this project are as depicted in Figure 1, below. It is anticipated that the proposed structure will be located along the same horizontal alignment as the existing structure.**

County: **Albany County**

City, Town: **Town of New Scotland**

County: **Albany County**

The anticipated start date of preliminary design: **February 2025**

The letting date: **December 2026**

The construction completed date: **December 2027**

The anticipated design costs: **\$495,663**

The anticipated construction costs: **\$1.3 Million**

1.02 Project Manager

The **County's** Project Manager for this project is **Lisa Ramundo**, who can be reached at **(518) 765-2055**.

All correspondence to the **County** should be addressed to:

**Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186**

The Project Manager should receive copies of all project correspondence directed other than to the **County**.

1.03 Project Classification

This Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be **Type II**.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis
Section 3	Preliminary Design
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening, and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **County** with reports, plans, estimates, and other data specifically described in all sections mentioned above.

1.05 Project Familiarization

The **County** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data – Available volume, classification and speed.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans.
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the **County's Project Manager**. Meetings may be held to:

- Present, discuss and receive direction on the progress and scheduling of work in this contract.
- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from the review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **County** on a **monthly basis** a Progress Report in a format approved by the **County**. The Progress Report must contain the [Cost Control Report](#).¹ The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **County**, this task will not be performed during the suspension period.)

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the [NYSDOT Local Projects Manual \(LPM\)](#)² including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the *LPM* those listed in the *LPM* take precedence.]

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

All electronic project drawings will be prepared using AutoCAD.

1.10 Subconsultants

The **Consultant** will be responsible for:

¹ <https://www.dot.ny.gov/plafap/view-document?id=1598>

² <https://www.dot.ny.gov/plafap>

⁹ https://www.dot.ny.gov/portal/pls/portal/MEXIS_APP.EI_EB_DOC_DETAILS.show?p_arg_names=doc_id&p_arg_values=10618

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a sub-consultant's work with the prime consultant's and other subconsultants' work.
- Subconsultants anticipated for and included on this contract:

Azar Design Co. (MBE)

OSPA Engineering Services, PC (WBE)

M&P Engineering & Land Surveying (SDVOB)

Barton & Longitude

1.11 Subcontractors

The procurement of subcontractors must be in accordance with the requirements set forth in the *NYS DOT LPM*.

Section 2 - Data Collection and Analysis

2.01 Design Survey

A. Ground Survey

The **Consultant and their Subconsultant** will provide terrain data required for design by means of a topographic field survey.

- The roadway and ground survey shall be generally performed within the limits shown in Figure below.
- The **County** will provide a letter for the survey crew to carry during the field survey of private properties.
- The required survey point locations shall conform to Chapter 13.1 of the NYS DOT Land Surveying Standards and Procedure Manual including but not limited to the following:
 - Shots taken longitudinally along bridge centerline and edge of pavement at sufficient intervals to establish the orientation of the bridge.
 - Shots taken transversely along bridge deck joints to establish skew.
 - Shots along low chord of the bridges at both fascia lines to accurately establish upstream and downstream waterway opening area.
 - All exposed horizontal and vertical break points in the abutment stem, backwall and wingwall surfaces.
 - Top of ground/river bottom along both abutment stem walls and wingwalls and channel area within survey limits.
 - Shots shall include edge of pavement, edge of traveled way, and roadway centerline.
 - At all break points in any given cross section.
 - At any miscellaneous features present within the survey limits.
 - Existing signs shall be located, and sign text data shall be recorded.

- All trees within the survey limits greater than 3" breast height diameter (BHD) will be located along with the tree species (for possible bat habitat screening).
- For all overhead utilities within the survey limits - the vertical location of where the overhead wires attach to the poles and the lowest sag point of the wires will be located.



Figure 1 – Project Limits of CR 301 Culvert Replacement

B. Stream Survey

The **Consultant and their Subconsultant** will perform field surveys necessary to provide stream cross-sections for the hydraulic analysis of the **Onesquethaw Creek**. The location and width of the sections will be sufficient to satisfactorily perform a hydraulic analysis of the named stream(s).

- Hydraulic stream survey cross-sections will be taken at locations consistent with the Bridge Design Manual.
- Obtain existing upstream and downstream bridge opening, geometry, and low chord elevations (including structure crossings within limits).
- Assume that the stream survey data will be compiled in electronic HEC-RAS file format.

C. Survey of Wetland Boundaries

The **Consultant and their Subconsultant** will perform the field survey necessary to accurately locate delineated wetland boundaries. This survey should be performed as soon after delineation as possible.

D. Supplemental Survey

The **Consultant and their Subconsultant** will provide supplemental surveys when needed for design purposes and to keep the survey and mapping current. The **Consultant** reserves the right to request a supplemental if survey updates are required due to modifications of existing conditions within agreed project limits (such as repaving, alterations within the Right of Way, Boundary changes, or major modifications to local landowner property) that are not specifically stated to the Consultant under section 2.07 of this contract, within the two years of contract execution. Supplemental surveys which take place more than two years from contract execution may warrant a supplemental agreement.

E. Standards

The survey will be done in accordance with the standards set forth in the [*NYSDOT Land Surveying Standards and Procedures Manual*](#)³ and in accordance with local standards described in Section 10 of the SOS.

- **Horizontal Datum:** NAD83 (2011) EPOCH 2010 datum and NYSPCS Eastern Zone.
- **Vertical Datum:** Elevations will be based on the North American Vertical Datum of 1988 (NAVD 88).

2.02 Design Mapping

The **Consultant and their Subconsultant** will provide supplemental mapping when needed for design purposes and keep the mapping current for the duration of the project.

- 1:20 Scale mapping with 1-foot contour intervals.
- A digital terrain model (DTM) will be produced for internal Consultant design use only. A 3D DTM will not be provided to the contract as part of the contract documents.
- Overhead and underground utilities will be plotted on the base mapping using existing record plans and utility structures apparent at the time of survey. The Consultant will contact the utility companies to obtain copies of any available record plans and will supplement the base mapping with this record plan information where appropriate.
- Subsurface Utility Engineering/Utility location for Quality Level B (QL-B) and A (QL-A) is excluded.
- Mapping will be in accordance with the [*NYSDOT Land Surveying Standards and Procedures Manual*](#)⁴ and [*NYSDOT Highway Design Manual standards*](#).

³ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

⁴ <https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/repository/LSSPM09.pdf>

2.03 Determination of Existing Conditions

The **Consultant** will determine, obtain or provide all information needed to accurately describe in pertinent project documents the existing conditions within and adjacent to the project limits.

- Collect information on:
 - Number, width, type, and location of travel lanes
 - Shoulder widths and types (asphalt, gravel, grass, etc.)
 - Number, width, type, and location of utility strips
 - Width of clear zones
 - Location and percent of grades
 - Horizontal curve radii
 - Driveways
 - Right-of-way width
 - Condition and adequacy of guiderail
 - Location of traffic control features and conformity to latest guidelines
 - Provisions for pedestrians and bicyclists
 - Existing conditions of all roadway segments and abutting (adjacent) segments
 - Existing mainline speed limit (and whether the speed limit is posted or not).
 - Land use in the project area as it now exists and future land development (planned and potential), including development years
 - A general assessment of roadway drainage.
 - Which if any school buses, emergency vehicles, or farm machinery regularly use the road.
 - Suitable detour routes.
- Estimate two (2) site visit with 2 persons for the determination of existing conditions.
- The **County** will provide any development plans that exist for the land surrounding the project site

2.04 Accident Data and Analysis

The **County** will provide accident records for the last three years for roads within the project limits plus one-tenth of a mile immediately outside of the project limits.

The **Consultant** will prepare collision diagrams and associated summary sheets and note any clusters of accidents or patterns implying inadequate geometrics, or other safety problems, within the project limits.

- The Consultant will provide a letter to the **County** requesting MV-104 reports and verbal summary reports from the NYSDOT CLEAR System for within the project limits and 0.3 miles (1,600 feet) from these limits. The **County** will submit the letter to the NYSDOT and provide the data to the Consultant. The Consultant will screen and organize and tabulate the accident data. The

Consultant will identify any existing accident pattern within the accident study area or inadequate geometric conditions associated with the accidents.

- It is anticipated that no accident reports will require screening, review, and tabulation.
- Assume accident diagrams not required.

2.05 Traffic Counts

The **Consultant** will obtain traffic count data for existing conditions, growth factors for forecasting, and forecast data, in accordance with the requirements noted in the [*NYSDOT Traffic Monitoring Standards for Contractual Agreements Manual*](#)⁵.

The **Consultant** will provide flow diagrams for appropriate peak periods (e. g., am, noon, pm) showing existing and design year volumes on the mainline, on each approach of all intersections, and at major traffic generators.

Assumptions:

- AADT, classification counts (heavy vehicle percentages), and 85th percentile
- speed data will be obtained from the NYSDOT Traffic Data Viewer website and the **County**. The **Consultant** will review and summarize/tabulate the data for inclusion in the Design Report.
- The **Consultant** will estimate a future traffic volume growth rate based on available historic traffic volume for the purpose of forecasting future AADT.
- No traffic counts will be necessary for the project. NYS DOT's Traffic Viewer data will be sufficient for AADT and other data.

2.06 Capacity Analysis

Not in Contract.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **County** will provide a brief written statement specifying whether or not plans exist to reconstruct or widen the highway segments immediately adjacent to the project within the next twenty years.

The **County** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening would influence this project's design traffic volumes).

The **County** will provide all the necessary information pertaining to the other projects or developments.

⁵ <https://www.dot.ny.gov/divisions/engineering/technical-services/hds-respository/Traffic%20Monitoring%20Standards%20for%20Contractual%20Agreements.rtf>

2.08 Soil Investigations

The **Consultant and their Subconsultant** will determine the boring locations, diameters, and sampling intervals; designate soil boring numbers; stake out the locations; take the soil borings; document the resulting subsurface information; and survey and map the actual boring locations.

- It is anticipated that two (2) borings will be required at each abutment, for a total of four (4) borings.
- All boring locations assumed accessible by truck mounted drilling equipment and within existing ROW.
- All new substructure foundations assumed to be deep piles (H or pipe).
- All borings will be backfilled upon completion with auger cuttings. Pavements to be patched with cold-mix asphalt and/or ready mixed concrete as appropriate. Excess cuttings to be dispersed in general vicinity of borings.
- Assume no environmental concerns present at the boring locations.
- Assume traffic is maintained on site during borings with control consisting of a 1-person crew.
- Assume 10-ft of rock coring at proposed abutment, only if rock is encountered.
- Assume no highway work permit, signed detour or WZTC plans needed for borings, just advance notice to the County.
- Borings for the pavement design for an off-alignment alternative are not included and would be added by supplemental if such an alternative is selected for final design.
- Draft and Final Geotechnical Report will be prepared.

2.09 Hydraulic Analysis

The **Consultant** will perform a hydraulic analysis in accordance with the principles outlined in [Section 3.4 of the NYSDOT Bridge Manual⁶](#).

- Hydrology will be determined using USGS StreamStats and increased by 20% to account for climate change.
- Proposed conditions – Model hydraulic opening for each alternative, and a full model of the preferred alternative (three-alternatives maximum).
- No construction or temporary flow regimes are anticipated. Construction related, temporary means and methods will be by others.
- Assume that a 2D analysis is not needed to satisfy any National Rivers Inventory process or NYSDEC Permit condition (e.g. mussel impacts).
- Scour depth calculations based on HEC-18. Scour countermeasures are assumed to consist of riprap protection. Advanced scour countermeasures are not included in this scope.
- One HEC-RAS hydraulic model will need to be developed for the project.

⁶ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman_4th_edition

- One H&H report will be developed for the project.

Section 3 - Preliminary Design

3.01 Design Criteria

The **Consultant** will identify the applicable design standards to be used for this project and will establish project-specific design criteria in accordance with the [*NYS DOT Project Development Manual*](#)⁷

The **County** will approve the selected project design criteria and will obtain NYSDOT concurrence (either by written submission or at a meeting).

Based on the selected design criteria, the **Consultant** will identify all existing non-standard features that are within and immediately adjacent to the project limits. Non-standard features that correlate with a high accident rate will be noted.

3.02 Development of Alternatives

A. Selection of Design Alternative(s)

The **Consultant** will identify and make rudimentary evaluations of potential design alternative concepts that would meet the **County's** defined project objectives. These evaluations are not to be carried beyond the point of establishing the feasibility of each concept as a design alternative; only those significant environmental and geometric design constraints that bear on the feasibility should be identified.

For each concept the **Consultant** will prepare rudimentary sketches of plan, profile, and typical section views which show:

- **On plan:** proposed centerlines; pavement edges; curve radii and termini; and existing ROW limits.
- **On profile:** theoretical grade lines; critical clearances; vertical curve data; grades; and touchdown points.
- **On typical section:** lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.
- **Where necessary:** important existing features.
- **Where pertaining to feasibility:** significant environmental and geometric design constraints, labeled as such.

These sketches will include only the minimum information needed to select design alternatives to be studied in further detail.

The **Consultant** will meet with the **County** to discuss the concepts, using the sketches as discussion aids to describe the relative order-of-magnitude costs,

⁷ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

advantages, disadvantages, and problem areas of each. From these concepts, the **County** will select one or in some cases more, design alternative(s) for further development.

B. Detailed Evaluations of Alternative(s)

The **Consultant** will further evaluate each design alternative and the null alternative with specific engineering analyses and considerations. Analyses will be conceptual and limited to determining the relative suitability of each design alternative, and will include:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features, per the [NYSDOT Highway Design Manual](#).⁸
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 4 tasks).
- Traffic flow and safety considerations, including signs, signals, and level of service analysis for intersections.
- Pavement.
- Structures, including bridges, retaining walls, major culverts, and building alterations (limited to establishing basic concepts, accommodating clearances and streamflow, and estimating costs). Bridge investigative work (inspection, deck coring, etc.) is covered under Section 2.
- Drainage.
- Maintenance responsibility.
- Maintenance and protection of traffic during construction.
- Soil and foundation considerations.
- Utilities.
- Railroads, if applicable.
- Right-of-way acquisition requirements.
- Conceptual landscaping (performed by a Registered Landscape Architect).
- Accessibility for pedestrians, bicyclists and the disabled.
- Lighting.
- Construction cost factors.

The **Consultant** will prepare the following drawings for each design alternative analyzed:

- 1:20 plans showing (as a minimum) stationed centerlines; roadway geometrics; major drainage features; construction limits; cut and fill limits; and proposed right-of-way acquisition lines.
- Profiles, showing (as a minimum) the vertical datum reference; significant elevations; existing ground line; theoretical grade line; grades; vertical curve data including sight distances; critical clearances at structures; centerline

⁸ <https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm>

stations and equalities; construction limits; and superelevation data.

- Typical sections showing (as a minimum) lane, median, and shoulder widths; ditches; gutters; curbs; and side slopes.

3.03 Cost Estimates

The **Consultant** will develop, provide, and maintain a cost estimate for each design alternative.

The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes.

3.04 Preparation of Draft Design Approval Document

For this project, the Design Approval Document (DAD) will be a Project Scoping Report (PSR) design report format for Moderate Project, per the NYSDOT PDM, Exhibit 2-1.

The **County** will make all determinations not specifically assigned to the **Consultant** which are needed to prepare the Draft DAD.

The **Consultant** will prepare a Draft DAD, which will include the results of analyses and/or studies performed in other Sections of this document. The DAD will be formatted as specified in the NYSDOT [*Project Development Manual \(PDM\)*](#).⁹

The **Consultant** will submit electronic copies of the Draft DAD to the **County** for review. The **County** will review the Draft DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Draft DAD to incorporate the comments. The Consultant will utilize Bluebeam Studio for review of the DAD with NYSDOT.

3.05 Advisory Agency Review

The **Consultant** will provide the **County** with electronic copies of the signed Draft DAD for distribution to advisory agencies.

The **County** will distribute the Draft DAD to the advisory agencies.

The **Consultant** will assist the **County** in evaluating and preparing individual responses to the review comments received.

3.06 Public Information Meeting(s) and/or Public Hearing(s)

A. Public Information Meeting

⁹ <https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

The **Consultant** will assist the **County** at one (1) public information meeting with advisory agencies, local officials, and citizens, at which the **Consultant** will provide visual aids and present a technical discussion of the alternatives.

The **County** will arrange for the location of public information meeting. The **Consultant** will assist the **County** with appropriate notification, as required.

B. Public Hearing(s)

Not included in contract.

3.07 Preparation of Final Design Approval Document (DAD)

The **County** will obtain all necessary approvals and concurrences and will publish all applicable legal notices.

The **Consultant** will prepare the Design Recommendation and will modify the DAD to include the Design Recommendation, re-title the DAD in accordance with the *PDM* Manual, and update existing conditions and costs as necessary. The **Consultant** will incorporate changes resulting from the advisory agency review and all public information meetings and public hearings.

The **Consultant** will submit electronic copies of the Final DAD to the **County** for review. The **County** will review the Final DAD and provide the **Consultant** with review comments. The **Consultant** will revise the Final DAD to incorporate the comments.

The **County** will submit the required copies of the Final DAD to NYSDOT for a Final Environmental Determination. NYSDOT will make the determination or obtain FHWA's determination. If necessary, NYSDOT will transmit the Final DAD to FHWA for final review and concurrence. The **Consultant** will again revise the Final DAD to incorporate changes (assumed minor) resulting from the NYSDOT and/or FHWA review.

The **County** will grant or obtain from or through NYSDOT, Design Approval.

Section 4 – Environmental

4.01 NEPA Classification

NEPA Classification is excluded as this project is 100% state funded.

4.02 SEQRA Classification

The **Consultant** will assist the **County** in complying with SEQRA (6 NYCRR Part 617). The **County** is the Lead Agency. Consultant tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting Environmental Assessment Form(s).
- Drafting a negative declaration.
- Drafting a positive declaration.
- Drafting notices.

It is assumed the project will be a Type II Action, and no further SEQRA processing will be required.

The **Consultant** will document the results of SEQRA processing in the body of the Design Approval Document (DAD) and will include documentation of the final SEQRA determination in the Appendix of the DAD.

4.03 Smart Growth

The **Consultant** will complete the Smart Growth Checklist developed by NYSDOT to measure whether and to what extent a project conforms to the principles and objectives of Smart Growth and submit the same to the County for attestation. (New York State's Smart Growth policy was adopted by an amendment, to the State Highway Law and is intended to minimize the "unnecessary cost of sprawl development." It requires public infrastructure projects to undergo a consistency evaluation and attestation using established Smart Growth Infrastructure Criteria. The consistency evaluation is measured with the Smart Growth checklist which can be found in Chapter 7 Appendices on the LPM website.)

4.04 Screenings and Preliminary Investigations

The **Consultant** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmlands
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Smart Growth
- Environmental Justice

Work will be performed, as summarized in the LPM and detailed in the PDM and the TEM, to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in the appropriate sections of the DAD.

4.05 Detailed Studies and Analyses

Based on the work performed in Section 4.03, the **Consultant** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **County** must concur with the **Consultant's** determination.

Detailed study or analysis work will be performed and documented as detailed in the LPM, as well as in the PDM and the TEM. The results of the detailed study or analysis will be summarized in the appropriate section of the DAD.

Detailed study or analysis will be done for:

A. General Ecology and Endangered Species:

ETS Packages will be prepared for the project

B. State Wetlands:

The **Consultant** will arrange for the NYSDEC to conduct a field delineation of the state-regulated wetland boundaries. The Consultant will be present at this field delineation.

From field observations and wetland classification sheets (available from the NYSDEC regional office), the Consultant will determine wetland characteristics of each delineated wetland, including:

- Approximate total wetland area;
- Approximate wetland area and regulated adjacent areas within existing or proposed right-of-way.
- Wetland cover types (e. g., forested wetland, scrub-shrub wetland, emergent marsh, wet meadow, bog).
- NYSDEC wetland classification(s).
- Dominant plant species.
- Probable wetland functional values (e. g., flood flow alteration, nutrient removal, wildlife habitat).

The **Consultant** will identify and determine the nature, extent, and significance of wetland impacts of each project alternative by identifying type(s) of impacts expected from construction activities and project changes, identifying affected acreage of regulated wetland and regulated adjacent area (e.g., within 100 feet of the delineated freshwater wetland boundary and within 300 feet of the tidal wetlands boundary) and assessing resultant potential impact on functional values.

The **Consultant** will assess appropriate avoidance, minimization, and mitigation measures to compensate for losses to regulated wetlands and adjacent areas. This analysis will be sufficient to demonstrate that the proposed action includes all

practicable measures to minimize harm to the regulated wetlands and adjacent areas.

The **Consultant** will coordinate activities with the NYSDEC, APA, and other agencies, as appropriate.

C. Federal Wetlands

If it is determined that federal jurisdictional wetlands are present and could be affected by proposed project activities, the **Consultant** will field delineate, using appropriately marked survey flagging, the wetland boundaries within and adjacent to the project area and proposed mitigation site(s). Wetland identification and field delineation will be based on the presence of hydrophytic vegetation, wetland hydrology, and hydric soils, as outlined in the Corps of Engineers' Wetlands Delineation Manual (Environmental Laboratory, 1987). The **Consultant** will employ the "Routine On-site Inspection Methodology" (or, where appropriate, one of the specified alternative procedures) set forth in this manual.

Identification of federal jurisdictional wetlands and the field delineation must be performed by an individual or individuals trained in the three-parameter methodology adopted by the Corps of Engineers as set forth in the above manual or in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (Federal Interagency Committee for Wetland Delineation, 1989). The field delineator(s) must have at least two years of experience in wetland field delineations employing this method. The **Consultant** will submit documentation establishing these credentials to the Municipality for information prior to performing the wetland field delineation.

The **Consultant** will perform the wetland identification and field delineation at a time of year when soil samples may be collected (i. e., when the upper 18" of soil is not frozen) and there is sufficient live or persistent vegetation cover to reasonably make a wetland determination. In most regions of New York State, field delineation is limited to the period between March 15 and November 15; the Consultant must submit justification to the Municipality for approval for any field delineation work to be performed outside of this time frame.

Wetland boundaries within or adjacent to project limits must be accurately surveyed and shown on the design plans. Survey and mapping of these boundaries will be included under Section 2.01.

Based on the results of the site visit and wetland boundary determination, the **Consultant** will determine if federal jurisdictional wetlands will be impacted by project activities; will identify potential measures to avoid, minimize harm, or mitigate impact to the wetlands; and will determine whether an Executive Order (EO) 11990 determination will be required. The **Consultant** will identify potential wetland mitigation sites, as appropriate.

The **Consultant** will determine what COE section 404 permits (Individual or one or more Nationwide permits) may be required.

The **Consultant** will prepare a brief Executive Order (EO) 11990 Wetlands Finding Letter for submittal, via the Municipality and DOT, to FHWA for signature. The Consultant will clearly establish in the letter that there is no practicable alternative to encroachment on the wetland and will discuss all practicable measures that would be implemented to minimize harm to the wetland. The **Consultant** will ensure that the public notification requirement has been satisfied.

Wetland Map and Delineation Report

The **Consultant** will prepare a wetland map from the project base mapping. This map will depict and label the federal-jurisdictional wetland boundaries, field sampling points, photograph locations and directions, project limits, existing roads and bridges, and hydrologic features (e. g., streams and ponds). The Consultant will also depict the major wetland and upland vegetation communities in the project area. This will be done either on the wetland map (if readable when reproduced) or on a separate vegetation community map.

The **Consultant** will prepare a wetland delineation report for transmittal by the Municipality to the COE. This report will include narrative describing:

- Site ecology.
- Methodology employed and sampling results.
- Wetland characteristics.
- Rationale for determination of wetland boundaries.
- Nature of impacts, including loss of wetland functions and benefits.
- Avoidance, minimization of harm, and mitigation measures to compensate for impacts.
- Results and conclusions.

Attachments will include:

- Site location map (1:24000 scale).
- Available wetland maps (NYSDEC Freshwater Wetlands Maps; National Wetland Inventory Maps).
- County soils map (if available).
- Wetland and vegetation community map(s).
- Photocopy of aerial photo (if available).
- Plan depicting project site and affected areas within wetland boundary, distinguishing between cut (dredging) and fill areas.
- Photographic log keyed to photograph locations on wetland map.
- Names and résumés of report preparers and field delineators.
- List of references used.

D. Historic Resources:

A PSP Package will be prepared for the project. (A Phase 1A/1B is not required)

E. Asbestos

The **Consultant** will perform an on-site inspection of all structures and facilities to identify approximate number and specific locations of suspected ACM's for sampling and testing.

(Examples of suspected ACM's are: insulation on pipes, ducts, boilers, etc.; floor and ceiling tiles; drywall; plaster; roof shingles; siding; fireproofing material, including structural fireproofing and fire retardation coatings.) the Consultant will perform the sampling for ACM's for submittal to an analytical laboratory.

The **County** will provide the letter of introduction necessary for the **Consultant** to enter premises for performing the on-site work.

The **Consultant** will prepare a technical memorandum reporting on the findings of this investigation, including an asbestos sample location plan and the analysis results.

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification(s), including but not necessarily limited to:

- U.S. Army Corps of Engineers Section 404 Permit (Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC Article 15 Protection of Waters Permit

4.07 Public Hearing

Not in Contract.

Section 5 - Right-of-Way

5.01 Abstract Request Map and/or Title Search

The **Consultant and their Subconsultant** will engage a qualified title company to complete title searches (abstracts of title) for properties to be acquired by the **County**.

RIGHT OF WAY INCIDENTALS

The Municipality will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the Municipality determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right-of-way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The Consultant will undertake an on-going review and analysis of the right-of-way requirements for the project.

The review may include:

- Preliminary engineering design
- Preliminary right of way plans and acquisition maps
- County Tax Maps
- Municipal Zoning Regulations and Maps
- Aerial photography
- Other pertinent project information

The analysis may include:

- The number of affected parcels
- The zoning classification for each parcel
- Estimated size of the acquisition
- Potential impacts to improvements

The Consultant will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

5.0121 For the acquisition of temporary easements, the Consultant will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.

5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.

5.013 Title Review and Certification

The Consultant will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The Consultant will submit the Title Certifications to the Municipality.

5.0131 For the acquisition of real property rights estimated at \$10,000 or less, the Consultant's Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.

5.0132 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the Consultant's Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.

5.0133 For the acquisition of real property rights estimated at greater than \$40,000, the Consultant's Attorney will review the Abstract and issue a Title Certification.

5.0134 The Municipality will acknowledge the receipt of each Title Certification and provide the Consultant, on a per parcel basis, a list of the property owners and other compensable property interests. The Municipality will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right-of-Way Survey

The **Consultant and their Subconsultant** will perform survey needed to accurately determine existing right-of-way limits and establish side property lines. See survey limits in Figures 1 and 2.

5.03 Right-of-Way Mapping

The **Consultant** will meet with the **County** to discuss the types of right-of-way acquisitions required and the limits of acquisition lines.

The **Consultant and their Subconsultant** will prepare acquisition maps in accordance with the format provided by the **County**.

All right-of-way mapping will show dimensions in U.S. Customary units of measurement.

The **Consultant and their Subconsultant** will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-Way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM.

5.05 Right-of-Way Cost Estimates

The **Consultant** will provide cost estimates for the right-of-way to be acquired by the **County** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

Not in Contract.

5.07 Property Appraisals

The **Consultant** will prepare property appraisals establishing an opinion of value for any damages caused by the acquisition(s). The **Consultant** will also prepare estimates for the rental of occupied property(ies), if required. The **Consultant** may enlist the services of a subcontractor for these purposes.

For each parcel requiring the acquisition of property rights, the Consultant will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The Consultant will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The Consultant will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- Delivery of notices of intent to acquire, if necessary
- Delivery of right of way acquisition brochures
- Explanation of right of way and construction plans
- Informing of right to accompany appraiser
- Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The Consultant will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan.

The Consultant will insure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The Consultant will insure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the Consultant must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection"

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The Consultant will provide 1 original bound real property appraisal report with photo copies of photos for each acquisition.

5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the Consultant will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.

5.0722 For acquisitions of entire real property interests, the Consultant will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the Consultant will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the Consultant will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.0725 For acquisitions of real property rights valued over \$300,000, the Consultant will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **County** must have a Certified General Appraiser review the property appraisals. The appraisal reviewer will recommend a value of “just compensation” to the County. The County must set the value of just compensation prior to offers being made to the property owners.

The Consultant will perform a separate review of each appraisal. The Consultant will insure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The Consultant will review the appraisal reports for compliance with state and federal standards. The Consultant will take corrective actions. The review appraiser will:

- Identify and make corrections to mathematical calculations and typographical errors, if necessary
- Assure real property appraisal development and reporting are in accordance with the appraisal subcontract
- Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards
- State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The Consultant will provide the Municipality with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The Consultant will not proceed with any activities in this section without written authorization from the Municipality.

The Consultant will meet with the Municipality to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The Municipality will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the Municipality's highest approved appraisal. Because time is of the essence, the Municipality will provide the just compensation amounts in writing to the Consultant within 10 days of its receipt of the preliminary appraisal reviews from the Consultant.

5.092 Written Offer

The Consultant will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the Municipality as just compensation. The written offer will include the following:

- A statement of the just compensation amount
- Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- A summary statement, which will include:
 - the basis for the just compensation amount
 - a description and location identification of the real property
 - the interest in the real property being acquired
 - where appropriate, the statement will identify any separately held ownership interest in the property (i.e. tenant-owned improvement) and indicate that the interest is not covered by the offer
- Additional information the Consultant and/or the Municipality deems appropriate or required

5.093 Deliver Offer

The Consultant will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The Consultant will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The

Consultant will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The Consultant will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The Consultant will maintain a detailed diary of each substantial contact with property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel by parcel basis:

- Substantial contacts
- Efforts to achieve amicable settlements
- Responsiveness to owners' counter proposals
- Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- parties contacted
- date and location of contact
- offers made [dollar amounts]
- counteroffers received
- property owner's comments
- reason(s) settlement could not be reached

5.094 Purchase Agreements

The Consultant will submit real property acquisition documents to the Municipality for recommended action on settlements:

- Approval of negotiated settlements
- Action on proposed administrative settlements
- Referral to the Municipality attorney for initiation of eminent domain proceedings

Because time is of the essence, the Municipality will provide a written response to the Consultant within 10 days of its receipt of the acquisition documents from the Consultant.

5.095 Revisions to Just Compensation

The Consultant will consider any presentations made by the property owner which might affect the value of the property. The Consultant may make recommendations to the Municipality to adjust the written offer. The Municipality may revise the just compensation based on the information provided by the property owner.

The Consultant will document the justification for revising the just compensation.

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The Consultant and/or the Municipality may recommend administrative settlements. Administrative settlements are settlements in excess of the Municipality's just compensation determination.

The Municipality will have final approval to authorize administrative settlements.

The Consultant will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- The approved offer of just compensation
- A summary of the acquisition agent's record of negotiations
- Reference to all appraisal reports (including the owner's appraisal report)
- Recent court awards and their relationship to the proposed administrative settlement
- A discussion of diverse valuation issues (i.e. probable range of testimony as to fair market value by both parties)
- The trial cost estimate
- The opinion of legal counsel
- The identification of the responsible agency official who has the authority to approve administrative settlements
- The recommendation and signatures of all individuals proposing the settlement

The Consultant will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The Municipality will not require any property owner to surrender possession of real property before the Municipality pays the agreed purchase price.

5.0971 The Consultant will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the Consultant will clear only the possessory interest. For real property valued at greater than \$10,000, the Consultant will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.

5.0972 The Consultant will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The Municipality will pay all tax prorations over \$25.00.

5.0973 The Consultant will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.

5.0974 The Consultant will deliver the title instrument(s) to the title attorney subcontracted by the Consultant for review and approval.

5.0975 The Consultant will schedule and hold the closing. Because time is of the essence, the Municipality will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the Municipality, or the Consultant. The Municipality will pay appropriate reimbursable expenses to the property owner(s) and/or the Consultant.

5.0976 The Consultant will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The Consultant will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The Municipality will sign the Right of Way Certificate.

5.10 Relocation Assistance

Not in Contract.

5.11 Property Management

Not in Contract.

Section 6 - Detailed Design

6.01 Preliminary Bridge Plans

A. Replacement Bridges

The **Consultant** will prepare and submit to the **County** a Preliminary Bridge Plan in accordance with the [NYSDOT Bridge Manual](https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf).¹⁰ The **Consultant** will prepare and submit to the **County** a Structure Justification Report. The format

¹⁰ https://www.dot.ny.gov/divisions/engineering/structures/repository/manuals/brman-usc/2011_nysdot_Br_Man_repl_pgs.pdf

and content of the Structure Justification Report will be as outlined in the *NYSDOT Bridge Manual*.

B. Bridge Rehabilitations

Not in contract

C. Selected Structural Treatment

The **Consultant** will modify the Structure Justification Report, Preliminary Bridge Plan and/or Preliminary Bridge Rehabilitation Plan to incorporate **County** review comments.

The **County** will approve the selected structural treatment and will obtain NYSDOT concurrence (either by a written submission or at a meeting).

6.02 Advance Detail Plans (ADP)

The **Consultant** will develop the approved design alternative to the ADP stage. At this stage, all plans, specifications, estimates and other associated materials will be a minimum of **90%** complete.

As part of this task, the **Consultant** will prepare templated cross-sections at 25-foot intervals beyond each approach slab to end of the project limits.

Advance Detail Plans will be in accordance with [Chapter 21 of the NYSDOT Highway Design Manual](#).¹¹

The **Consultant** will prepare and submit electronic copies of the ADP's to the **County** for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.03 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., subsurface soil exploration logs, record as-built plans, etc.).
- Other pertinent information.

¹¹ https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/hdm-repository/Chapt_21.pdf

The **Consultant** will submit the contract documents to the **County** for approval. Upon approval, the **County** will submit electronic copies of the contract bid documents to NYSDOT as described in the *LPM*.

The **County** will provide the following contract documents:

- Legal Notice for County Newspapers
- Contract Report Insert (if utilized)
- County insurance requirements
- County “boiler plate” Agreement, “Front End” Sections and associated forms in electronic MS Word Format.

6.04 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.05 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **County** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see LPM Appendix 10-8).

6.06 Railroads

Not in contract

6.07 Bridge Inventory and Load Rating Forms

The **Consultant** will complete and provide the **County** and NYSDOT with:

- Inventory Update forms, per the current NYSDOT Bridge Inventory Manual for Bridge Inventory and Inspection System, reflecting all proposed physical changes resulting from construction.
- Level 1 Load Rating Data Input forms, per NYSDOT User Manual for Structural Rating Program for Bridges and current NYSDOT guidance on the "Procedure for Inventorying, Inspecting, and Level 1 Load Rating, New, Replacement and Reconstructed or Rehabilitated Bridges".

6.08 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **County** all project information, including electronic files. The electronic information will be in the format requested by the **County**.

The Consultant will supply the following information to the **County**:

- Final PS&E Memorandum
- Final Record Plans:
 - 11" x 17" sets – 2 sets for the County and 2 for NYSDOT
- Final Cross Sections
- Final Contract Proposal Book
- Final Estimate
- Supplemental Information Available to Bidders
- Draft Construction Management Plan
- Right of Way Clearance Certificate
- Environmental Permits
- One (1) copy of the Level 1 Load Rating for the County and;
- Two (2) copies of the Level 1 Load Rating for NYSDOT
- Two (2) copies of the Bridge Inventory update forms (NYSDOT)

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **County**. The **Consultant** will submit the ad(s) to the **County** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **County**, the **Consultant** will place the advertisements.

- The **County** will prepare and place the project advertisements. The **County** will provide the Consultant with proof of advertisement for use in the award package.
- Contract documents and supplemental information available to bidders will be provided for bidding in electronic format only (no hard copy sets for bidders) in a PDF format that facilitates download from County's website.
- The Consultant shall provide input to the **County** for any addendums to be issued during bidding. The **County** will issue all necessary addendums. Assume Two (2) addendum will be issued.
- The Consultant will receive and handle bidder's questions during the bid period.

Advertisements must not be placed until authorization is granted to the **County** by the NYSDOT.

7.02 Bid Opening (Letting)

The **County** will hold the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification,

debarment history certification, etc.).

- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
- Checking accuracy of quantity calculations.
- Determining the appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **County** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **County** will award the contract and will transmit the award package to the NYSDOT as described in the Procedures for Locally Administered Federal Aid Projects (LPM).

Section 8 - Construction Support

8.01 Construction Support

Not in Contract, to be added by supplemental prior to construction

Section 9 - Construction Inspection

9.01 Equipment

The Contractor will furnish office space and basic office furnishings for the Subconsultant, as part of the contract. Subconsultant will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Subconsultant** must provide, to the satisfaction of the **County**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Subconsultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of materials and items or work incorporated into the contract consistent with federal and NYSDOT policies and the specifications and plans applicable to the project.

For the purposes of this proposal, it is assumed that the project will require the following inspection staff: One (1) NICET Level IV (full time) as Resident Engineer. Construction will be completed over the course of May 2025 to September 2025.

9.03 County Project Manager

The County will assign a Project Manager to the contract covered by this agreement.

This Project Manager will be the County's official representative on the contract and the Subconsultant must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the Subconsultant will submit to the County a statement regarding conflicts of interest.

9.05 Health and Safety

The Subconsultant must provide necessary health and safety related training, supervision, equipment, and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications

The Subconsultant must provide sufficiently trained personnel to perform the requirements of this agreement adequately and competently.

9.07 Scope of Services/Performance Requirements

A. Quality

The **Subconsultant** will enforce the specifications and identify in a timely manner to the County local conditions, methods of construction, and errors on the plans or defects in the work or materials which would conflict with the successful completion of the project.

B. Record Keeping & Payment to the Contractor

1) Records must be kept in accordance with the directions of the **County**. The **Subconsultant** must take measurements and collect other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from the contract plans, photographs of various phases of construction, and other pertinent data, records, and reports for proper completion of records of the contract.

2) Any record plans, engineering data, survey notes or other data provided by the **County** should be returned to the **County** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Subconsultant** will bear the endorsement of the **Subconsultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

3) Unless otherwise modified by this agreement, the **Consultant (Colliers)** will check, and when acceptable, approve structural shop drawings.

4) The **Subconsultant** must submit the final estimate of the contract to the **County** within four (4) weeks after the date of acceptance of the contract. Project records must be cataloged, indexed, packaged, and delivered to the **County** within five (5) weeks after the date of the acceptance of the contract

C. Health & Safety/Maintenance and, Protection of Traffic

1) The **Subconsultant** must ensure that inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per the **County** policy, procedures and specifications and adhere to the standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect. Also, to protect their personal safety and to ensure they are prepared to recognize and address any contractor oversight or disregard for project safety requirements.

2) The **Subconsultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract

D. Monitoring Equal Opportunity/Labor Requirements

1) The Subconsultant must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Subconsultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications, and the County's policies.

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | <p>Estimate seven (7) meetings during the life of this agreement. The anticipated meetings include:</p> <ul style="list-style-type: none"> • Three (3) general meetings with the County to review progress (as needed). • One (1) preliminary Design Alternatives Review Meeting (Section 3.02A). • One (1) Public Information Meeting (Section 3.06A) • One (1) Pre-Permit Meeting with involved permitting Agencies Section 4.06) • One (1) Utility Coordination Meeting (Section 6.05) • Time assumed for meetings shall included preparation of documents and meeting minutes. <p>Estimate twenty (20) cost and progress reporting periods will occur during the life of this agreement.</p> |
| Section 2 | <p>Assume that GPS methods and equipment will be used to establish local control points.</p> <p>Estimate NO accidents will require analysis.</p> <p>Estimate NO capacity analyses will be required.</p> <p>Estimate four (4) soil borings will be taken.</p> |
| Section 3 | <p>Estimate two (2) design alternative(s) will be analyzed in addition to the null alternative.</p> <p>Estimate two (2) cost estimate(s) plus one (1) update will be required.</p> |
| Section 4 | <p>Estimate three (3) permits will be required.</p> <p>Estimate two (2) asbestos samples will be taken (one material, two samples).</p> <p>Estimate No lead paint samples will be taken.</p> |
| Section 5 | <p>Estimate three (3) properties will require title searches.</p> <p>Estimate three (3) ROW maps will be required.</p> <p>Acquisition Services will be added as supplemental</p> <p>5.011 Estimate 1 right of way meeting with the Municipality.</p> <p>5.0121 Estimate 0 temporary easement title search</p> |

- 5.0122 Estimate **3** last owner title searches
- 5.0123 Estimate **0** 20-year title searches
- 5.0124 Estimate **0** full abstracts.
- 5.0131 Estimate **3** last owner title certifications.
- 5.0132 Estimate **0** 20-year title certifications.
- 5.0133 Estimate **0** full abstract certifications.
- 5.03 Estimate **3** acquisition map reviews.
- 5.05 Estimate **2** cost estimate(s).
- 5.061 Estimate **0** Informational Meetings
- 5.062 Estimate **0** EDPL Public Hearings
- 5.071 Estimate **3** Preliminary Property Owner Interviews.
- 5.0721 Estimate **3** Limited Appraisal Reports.
- 5.0722 Estimate **0** Full Take Appraisal Reports.
- 5.0723 Estimate **0** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.
- 5.0725 Estimate **0** properties requiring two independent appraisal reports.
- 5.08 Estimate **3** appraisal reviews.
- 5.09 Estimate **1** meeting with the Municipality.
- 5.092 Estimate **3** offer packages.
- 5.093 Estimate **2** negotiation contacts per property owner.
- 5.095 Estimate **1** revisions to Just Compensation

5.096 Estimate **0** Administrative Settlements.

5.0971 Estimate **0** partial release(s) of mortgage.

Estimate **0** Lien subordination agreements.

Estimate **0** Lien satisfactions.

Estimate **2** miscellaneous title curative issues.

5.0972 Estimate **3** property tax proration calculations.

5.0973 Estimate **3** closing packages.

5.098 Estimate **1** right of way certificates.

Section 6 Detailed Design or Final Design

Final Design will include but not be limited to:

- Development of highway and bridge plans.
- Maintenance and protection of traffic during construction.
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project.

Estimate two (2) cost estimates plus one (1) update will be required.

Estimate one (1) bridge/culvert will be replaced and won't be rehabilitated.

Estimate three (3) utility companies and NO railroad agencies will be affected.

Section 7 Estimate electronic copies of the final contract bid documents will be needed for prospective bidders.

Estimate advertisements will be placed in publications in addition to the NYS Contract Reporter by the County.

Section 8 Estimate ten (10) shop drawing reviews Estimate five (5) requests for information (RFI).

Estimate three (3) site visits by engineering, including Pre-Construction, and two (2) other calls to the field.

Estimate five (5) Field Change Sheets.

Engineering will not attend Construction Inspector's bi-weekly construction progress meetings unless cover under the three (3) site visits, or by supplemental agreement.

Section 9

Construction Inspection shall be by Subconsultant.

Estimate 15 weeks full-time inspection plus 2 weeks for punch list, as-built plans and assembling final documentation.

APPIA or FACS is required. Two licenses for the inspector and CI Consultant will be purchased through this project for the period of one year.

Overtime will be paid for at time and one-half.

Material testing will be performed by a subcontractor on an as-needed basis.

10.02 Technical Assumptions

- Project Limits are per Figure 1. Areas and infrastructure outside the project limits are not in the contract.
- All assumptions, statements and limits of above sections, and all assumptions, exclusions, and understandings of all subconsultant agreements (Geotech, Right of Way, Environmental, etc.) apply to this contract.
- The existing structure to be replaced is classified as a large culvert (<20-ft span) and will be replaced with a bridge ($\geq$ 20-ft span). The proposed bridge will not have a span greater than 40-ft.
- A PSP and ETS package will be prepared for the new bridge location per project limits.
- A Phase 1A/1B Archeological Survey will NOT be required.
- Detailed studies not included in the scope above will not be required.
- Assume 3 properties with separate and distinct owners will be impacted by the project.
- Assume 3 acquisitions will be TE interests.
- Assume all acquisitions will be valued less than or equal to \$10,000.
- Coordination with nearby projects may be required, and parties responsible for those projects will be willing to coordinate.
- FEMA and Flood Plain permits, LOMA, LOMR-F and other related submittals or permits are excluded.
- A road closure with off-site detour is expected for construction. On-site detours (temporary bridges, roads, etc.) are excluded.
- Agency reviews (NYSDOT, FHWA, NYSDEC, USACE, and others as applicable) will be conducted in a timely and reasonable manner. Lengthy and repetitive reviews by agencies that delay project schedules, or that generate comments which significantly change designs may require amendment to this scope and fee under supplemental agreement.

R:\Projects\2023\23015389P\Contract\250112_bdr_scope of services.docx

EXHIBIT "A"
Salary Schedule
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

JOB TITLE	GRADES ASCE (A) Or NICET (N)		AVERAGE HOURLY RATES			MAXIMUM HOURLY RATE			
			PRESENT DATE	PROJECTED DATE	PROJECTED DATE	TO Dec	TO Dec	TO Dec	OVERTIME CATEGORY
			January 1, 2024	January 2025	January 2026	2024	2025	2026	
Principal	A	IX	\$103.79	\$108.98	\$114.43	\$115.00	\$120.75	\$126.79	A
Project Manager	A	VIII	\$78.63	\$82.56	\$86.69	\$97.55	\$102.43	\$107.55	A
Sr. Project Engineer	A	VII	\$63.41	\$66.58	\$69.91	\$76.06	\$79.86	\$83.86	A
Project Engineer	A	VI	\$53.40	\$56.07	\$58.87	\$58.37	\$61.29	\$64.35	A
Senior Engineer	A	V	\$45.60	\$47.88	\$50.27	\$52.94	\$55.59	\$58.37	A
Engineer	A	IV	\$40.90	\$42.95	\$45.10	\$47.18	\$49.54	\$52.02	B
Design Engineer	A	III	\$35.80	\$37.59	\$39.47	\$40.64	\$42.67	\$44.81	B
Sr. Env. Specialist/Princ. Env Specialist	A	III	\$53.52	\$56.20	\$59.01	\$62.62	\$65.75	\$69.04	B
Environmental Specialist	A	III	\$32.10	\$33.71	\$35.40	\$37.23	\$39.09	\$41.05	B
Junior Engineer	A	II/II	\$33.06	\$34.71	\$36.45	\$35.80	\$37.59	\$39.47	B
Senior Designer/CADD	N	IV	\$51.49	\$54.06	\$56.76	\$62.10	\$65.21	\$68.47	C
Sr. Engineer Tech/CADD	N	IV	\$43.19	\$45.35	\$47.62	\$49.70	\$52.19	\$54.79	C
Sr. Engineer Tech/CADD	N	III	\$38.81	\$40.75	\$42.79	\$39.40	\$41.36	\$43.43	C
Engineering Tech/CADD	N	II	\$26.10	\$27.41	\$28.78	\$27.00	\$28.35	\$29.77	C
Engineering Tech/CADD	N	I	\$21.78	\$22.87	\$24.01	\$26.00	\$27.30	\$28.67	C
Resident Engineer	N	IV	\$55.33	\$58.10	\$61.01	\$63.86	\$67.05	\$70.41	C
Sr. Construction Inspector/Office Engineer	N	IV	\$60.08	\$63.08	\$66.23	\$60.32	\$63.34	\$66.50	C
Sr. Construction Inspector/Office Engineer	N	III	\$48.62	\$51.05	\$53.60	\$48.18	\$50.59	\$53.12	C
Resident Engineer	N	III	\$48.65	\$51.08	\$53.63	\$50.00	\$52.50	\$55.13	C
Construction Inspector	N	II/I	\$40.11	\$42.12	\$44.23	\$46.46	\$48.78	\$51.22	C
UAV Pilot	N/A	N/A	\$52.00	\$54.60	\$57.33	\$53.56	\$56.24	\$59.05	C
Sr. Land Surveyor - Licensed	N	IV	\$49.44	\$51.91	\$54.51	\$53.82	\$56.51	\$59.34	B
Party Chief - Licensed	N	IV	\$60.00	\$63.00	\$66.15	\$69.13	\$72.59	\$76.21	B
Party Chief - Unlicensed	N	III	\$60.00	\$63.00	\$66.15	\$61.80	\$64.89	\$68.13	C
Instrument Person	N	II	\$52.00	\$54.60	\$57.33	\$53.56	\$56.24	\$59.05	C
Technical Typist	N/A	N/A	\$32.25	\$33.86	\$35.55	\$33.22	\$34.88	\$36.62	C
Trainee	N/A	N/A	\$22.50	\$23.63	\$24.81	\$23.18	\$24.33	\$25.55	C

NOTES:

Hourly rates shall not exceed those shown above, except as approved by client

** Estimated. Current Prevailing Wage rate applies. Supplemental Benefits and Per Diem added in accordance with NYS DOL.

ADJUSTED MAXIMUM AMOUNT PAYABLE:

Category A - No overtime compensation.

Category B - overtime compensated at straight time rate.

Category C - overtime compensated at straight time rate x 1.50

EXHIBIT "B"
Direct Non-salary Costs
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

-

DESIGN

ITEM	UNIT COST	TOTAL	
		QTY.	COST
<u>Reproduction</u>			
Color Exhibts (22x34")	\$90.00 /sheet	4	\$360.00
B&W Exhibits (22x34")	\$5.00 /sheet	4	\$20.00
Plans (11x17)	\$0.25 /sheet	400	\$100.00
ROW Incidentals Printing	\$20.00 L.S.	1	\$20.00
ROW Acquisitions Printing	\$150.00 L.S.	1	\$150.00
Reports	\$15.00 /report	5	\$75.00
<u>Travel</u>			
Miliage	\$0.655 /mile	100	\$65.50
ROW Incidentals Miliage	\$0.655 /mile	300	\$196.50
ROW Acquisitions Miliage	\$0.655 /mile	300	\$196.50
Meals	\$0.000 /trip	0	\$0.00
<u>Services</u>			
ROW Consultant (B&L)	\$31,418.00 L.S.	1	\$31,418.00
ROW Mailing	\$300.00 L.S.	1	\$300.00
<u>Subcontractor</u>			
Geotechnical Drilling Subcontractor	\$0.00 L.S.	0	\$0.00
	\$0.00 L.S.	0	\$0.00
<u>Miscellaneous</u>			
Overnight Delivery/ Postage	\$300.00 L.S.	1	\$300.00
Insurance	\$0.00 L.S.	0	\$0.00
APPIA Licences	\$3,000.00 Each	2	\$6,000.00
<u>Prevailing Wage Rates</u>			
Supplemental Benefits	\$21.53 /hour	0	\$0.00
per diem	\$75.00 /day	0	\$0.00
TOTAL			\$39,201.50

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 1.0 - General

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11					
Principal	A	IX														0	\$103.79	\$0.00
Project Manager	A	VIII				2		4	6			4				16	\$78.63	\$1,258.08
Sr. Project Engineer	A	VII														0	\$63.41	\$0.00
Project Engineer	A	VI				2		8	6							16	\$53.40	\$854.40
Senior Engineer	A	V				2		8				4				14	\$45.60	\$638.40
Engineer	A	IV				2		4								6	\$40.90	\$245.40
Design Engineer	A	III				2		4								6	\$35.80	\$214.80
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III														0	\$38.81	\$0.00
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A						6	6							12	\$32.25	\$387.00
Traininee	N/A	N/A														0	\$22.50	\$0.00
			0	0	0	10	0	34	18	0	0	8	0	0	0	70		\$3,598.08

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

-

Section 2.0 - Data Collection and Analysis

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			2.01	2.02	2.03	2.04	2.05	2.06	2.07	2.08	2.09							
Principal	A	IX														0	\$103.79	\$0.00
Project Manager	A	VIII			4		2				4					10	\$78.63	\$786.30
Sr. Project Engineer	A	VII														0	\$63.41	\$0.00
Project Engineer	A	VI	2	4		2	2			2						12	\$53.40	\$640.80
Senior Engineer	A	V			8		2				4					14	\$45.60	\$638.40
Engineer	A	IV			8	6	8				10					32	\$40.90	\$1,308.80
Design Engineer	A	III			10											10	\$35.80	\$358.00
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III														0	\$38.81	\$0.00
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A														0	\$32.25	\$0.00
Traininee	N/A	N/A														0	\$22.50	\$0.00
			2	4	30	8	14	0	0	2	18	0	0	0	0	78		\$3,732.30

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 3.0 - Preliminary Design

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			3.01	3.02	3.03	3.04	3.05	3.06	3.07	3.08	3.09	3.10	3.11					
Principal	A	IX		1		1	1	2								5	\$103.79	\$518.95
Project Manager	A	VIII		2		2	2	2								8	\$78.63	\$629.04
Sr. Project Engineer	A	VII		4	2	4										10	\$63.41	\$634.10
Project Engineer	A	VI	2	16	4	16	2	8								48	\$53.40	\$2,563.20
Senior Engineer	A	V	2	16	20	24		8								70	\$45.60	\$3,192.00
Engineer	A	IV	2	24	10	24	4	8								72	\$40.90	\$2,944.80
Design Engineer	A	III	4													4	\$35.80	\$143.20
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III		60		60										120	\$38.81	\$4,657.20
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A					8	8								16	\$32.25	\$516.00
Trainee	N/A	N/A														0	\$22.50	\$0.00
			10	123	36	131	17	36	0	0	0	0	0	0	0	353		\$15,798.49

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 4.0 - Environmental

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			4.01	4.02	4.03	4.04	4.05	4.06	4.07	4.08	4.09	4.10	4.11					
Principal	A	IX														0	\$103.79	\$0.00
Project Manager	A	VIII						2								2	\$78.63	\$157.26
Sr. Project Engineer	A	VII			2	2		2								6	\$63.41	\$380.46
Project Engineer	A	VI						4								4	\$53.40	\$213.60
Senior Engineer	A	V						4								4	\$45.60	\$182.40
Engineer	A	IV														0	\$40.90	\$0.00
Design Engineer	A	III														0	\$35.80	\$0.00
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III														0	\$38.81	\$0.00
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A														0	\$32.25	\$0.00
Traninee	N/A	N/A														0	\$22.50	\$0.00
			0	0	2	2	0	12	0	0	0	0	0	0	0	16		\$933.72

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 5.0 - Right of Way

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			5.01	5.02	5.03	5.04	5.05	5.06	5.07	5.08	5.09	5.10	5.11					
Principal	A	IX	1	1	1		1		1							5	\$103.79	\$518.95
Project Manager	A	VIII														0	\$78.63	\$0.00
Sr. Project Engineer	A	VII	10	6	2	2	5		30	12	60					127	\$63.41	\$8,053.07
Project Engineer	A	VI														0	\$53.40	\$0.00
Senior Engineer	A	V														0	\$45.60	\$0.00
Engineer	A	IV														0	\$40.90	\$0.00
Design Engineer	A	III														0	\$35.80	\$0.00
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III														0	\$38.81	\$0.00
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A	2				2		25							29	\$32.25	\$935.25
Trainee	N/A	N/A														0	\$22.50	\$0.00
			13	7	3	2	8	0	56	12	60	0	0	0	0	161		\$9,507.27

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 6.0 - Detailed Design

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			6.01	6.02	6.03	6.04	6.05	6.06	6.07	6.08	6.09	6.10	6.11					
Principal	A	IX														0	\$103.79	\$0.00
Project Manager	A	VIII	4	4	4	2										14	\$78.63	\$1,100.82
Sr. Project Engineer	A	VII														0	\$63.41	\$0.00
Project Engineer	A	VI	8	8	8	8										32	\$53.40	\$1,708.80
Senior Engineer	A	V	24	24	24	16										88	\$45.60	\$4,012.80
Engineer	A	IV	40	40	40	24										144	\$40.90	\$5,889.60
Design Engineer	A	III	50	50	50	30										180	\$35.80	\$6,444.00
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III	40	40	40											120	\$38.81	\$4,657.20
Engineering Tech/CADD	N	II	40	40	40											120	\$26.10	\$3,132.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A														0	\$32.25	\$0.00
Traininee	N/A	N/A														0	\$22.50	\$0.00
			206	206	206	80	0	0	0	0	0	0	0	0	0	698		\$26,945.22

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 7.0 - Advertisement, Bid Opening and Award

Section 8.0 - Construction Support

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			7.01	7.02	7.03		8.01											
Principal	A	IX					1									1	\$103.79	\$103.79
Project Manager	A	VIII		2	2		2									6	\$78.63	\$471.78
Sr. Project Engineer	A	VII														0	\$63.41	\$0.00
Project Engineer	A	VI	2		1		4									7	\$53.40	\$373.80
Senior Engineer	A	V	2		2											4	\$45.60	\$182.40
Engineer	A	IV	6		8		20									34	\$40.90	\$1,390.60
Design Engineer	A	III	6		8		20									34	\$35.80	\$1,217.20
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III					40									40	\$38.81	\$1,552.40
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV														0	\$60.08	\$0.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A	6				10									16	\$32.25	\$516.00
Traninee	N/A	N/A														0	\$22.50	\$0.00
			22	2	21	0	97	0	0	0	0	0	0	0	0	142		\$5,807.97

EXHIBIT "C"
TASKS
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

Section 9.0 - Construction Inspection

JOB TITLE	Grades ASCE (A) NICET (N)		TASKS													TOTAL HOURS	PROJ. HOURLY RATES	TOTAL DIRECT TECHNICAL LABOR
			9.01	9.02	9.03	9.04	9.05	9.06	9.07	9.08	9.09							
Principal	A	IX														0	\$103.79	\$0.00
Project Manager	A	VIII	4	24												28	\$78.63	\$2,201.64
Sr. Project Engineer	A	VII														0	\$63.41	\$0.00
Project Engineer	A	VI														0	\$53.40	\$0.00
Senior Engineer	A	V														0	\$45.60	\$0.00
Engineer	A	IV														0	\$40.90	\$0.00
Design Engineer	A	III														0	\$35.80	\$0.00
Sr. Env. Specialist/Princ. Env Specialist	A	III														0	\$53.52	\$0.00
Environmental Specialist	A	III														0	\$32.10	\$0.00
Junior Engineer	A	I/II														0	\$33.06	\$0.00
Senior Designer/CADD	N	IV														0	\$51.49	\$0.00
Sr. Engineer Tech/CADD	N	IV														0	\$43.19	\$0.00
Sr. Engineer Tech/CADD	N	III														0	\$38.81	\$0.00
Engineering Tech/CADD	N	II														0	\$26.10	\$0.00
Engineering Tech/CADD	N	I														0	\$21.78	\$0.00
Resident Engineer	N	IV														0	\$55.33	\$0.00
Sr. Construction Inspector/Office Engineer	N	IV		800												800	\$60.08	\$48,064.00
Sr. Construction Inspector/Office Engineer	N	III														0	\$48.62	\$0.00
Resident Engineer	N	III														0	\$48.65	\$0.00
Construction Inspector	N	II/I														0	\$40.11	\$0.00
UAV Pilot	N/A	N/A														0	\$52.00	\$0.00
Sr. Land Surveyor - Licensed	N	IV														0	\$49.44	\$0.00
Party Chief - Licensed	N	IV														0	\$60.00	\$0.00
Party Chief - Unlicensed	N	III														0	\$60.00	\$0.00
Instrument Person	N	II														0	\$52.00	\$0.00
Technical Typist	N/A	N/A														0	\$32.25	\$0.00
Trainee	N/A	N/A														0	\$22.50	\$0.00
			4	824	0	0	0	0	0	0	0	0	0	0	0	828		\$50,265.64

EXHIBIT "D"
SUMMARY
Colliers Engineering & Design

Albany County
CR301 Tarrytown Road Over Onesquethaw Creek

-

DESIGN & CONSTRUCTION INSPECTION

I.	DIRECT TECHNICAL LABOR		\$66,323.05
I.	DIRECT TECHNICAL LABOR (Construction Inspection)		\$50,265.64
IIA	DIRECT NON-SALARY COST (Exhibit B Total)		\$39,201.50
IIB	DIRECT NON-SALARY COST (See Subconsultants Below)		\$122,803.00
	<i>M&P Engineering & Land Surveying (Geotech)</i>	\$35,803.00	
	<i>Azar Design Company (Survey, ROW Mapping)</i>	\$55,000.00	
	<i>OSPA (Enviro.)</i>	\$32,000.00	
IIIA	OVERHEAD	180%	\$119,381.00
IIIB	OVERHEAD (Const.)	134%	\$67,356.00
IV	Fixed Fee	10%	\$30,333.00

<u>ADJUSTED MAXIMUM AMOUNT PAYABLE:</u>	<u>\$495,663.19</u>
--	----------------------------



DANIEL P. MCCOY
COUNTY EXECUTIVE

LISA M. RAMUNDO
COMMISSIONER

MICHAEL MCCLAUGHLIN
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

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

March 26, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham:

The Department of Public Works is requesting the Legislature's approval of the attached agreement between Albany County and the New York State Department of Transportation (NYSDOT) regarding Design, ROW Incidentals and Acquisition and Construction/CI work for replacement of the County Route 301 (Tarrytown Road) culvert over Onesquethaw Creek in the Town of New Scotland. This project was awarded \$1,500,000.00 in funding through the 2023 Culvert NY program; as such, the project costs will be State funded up to \$1,500,000.00. If the project cost should come in over \$1,500,000.00, the additional amount would need to be covered by the County.

We have attached copies of the Federal Aid Local Project Agreement, the cover letter from NYSDOT, the request form and sample resolution. If you have any questions or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leaders
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6492, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Agreement with New York State Department of Transportation for Design, Right of Way (ROW) Incidentals and Acquisition and Construction/Construction Inspection (CI) work for replacement of the County Route 301 (Tarrytown Road) culvert over Onesquethaw Creek in the Town of New Scotland.

Date: 03/27/2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization 06/01/2025-04/01/2028

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Department of Transportation, 50 Wolf Rd. Albany, NY 12232

Term: (Start/end date or duration) 06/01/2025-04/01/2028
Amount/Raise Schedule/Fee: \$1,500,000.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: HHYB
Revenue Amount: \$1,500,000.00
Appropriation Account and Line: HHYB
Appropriation Amount: \$1,500,000.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☒ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval of the attached agreement between Albany County and the New York State Department of Transportation (NYSDOT) regarding Design, ROW Incidentals and Acquisition and Construction/CI work for replacement of the County Route 301 (Tarrytown Road) culvert over Onesquethaw Creek in the Town of New Scotland. This project was awarded \$1,500,000.00 in funding through the 2023 Culvert NY program; as such, the project costs will be State funded up to \$1,500,000.00. If the project cost should come in over \$1,500,000.00, the additional amount would need to be covered by the County.

From: dot.sm.Agreements.R1 <Agreements.R1@dot.ny.gov>

Sent: Thursday, February 6, 2025 10:48 AM

To: Ramundo, Lisa <Lisa.Ramundo@albanycountyny.gov>

Cc: Poland, Alexander (DOT) <Alexander.Poland@dot.ny.gov>; Noll, Kaylee (DOT) <Kaylee.Noll@dot.ny.gov>; Cuneo, Lorenzo (DOT) <Lorenzo.Cuneo@dot.ny.gov>; Milano, Randall (DOT) <Randall.Milano@dot.ny.gov>; Tedesco, Gaetano (DOT) <Gaetano.Tedesco@dot.ny.gov>

Subject: 1762.93 Culvert NY County Route 301 over Onesquethaw Creek

Good morning,

Attached is the proposed Master Agreement for the above subject project. This agreement needs to be enacted by the Albany County in order for NYSDOT to provide reimbursement for the work performed.

We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A, and Schedule "B". Please keep these documents for your records.

We have provided you with a single copy of a draft resolution. Albany County should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.

Please return 1 copy with the required certificates and raised seal- this can be scanned and emailed to this office. Please keep an additional copy for your records as you will not get a copy of the resolution returned to you.

Because you are receiving this letter via email, we have provided you with 1 copy of the necessary signature page. Please print the page, sign (wet signature- not electronic), date and notarize and return it to this office with the above original resolution via email: agreements.r1@dot.ny.gov

You will receive a copy of the full agreement, once the contract is executed by the necessary State officials.

Please let me know if you have any questions regarding this project. Thank you, have a great day.

ROBIN GUARNERI

Contract Management Specialist 1

New York State Department of Transportation

Region One

Planning & Program Management

50 Wolf Road, 1S50

Albany, NY 12232

(518) 457-0785 Robin.Guarneri@dot.ny.gov

www.dot.ny.gov

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Culvert Project – Municipality Administered)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a project for the **Bridge NY Culvert, County Route 301 over Onesquethaw Creek Replacement**, P.I.N. 1762.93-D041731 (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the **County of Albany** will design, let, and administer all phases of the Project.

WHEREAS, the **County of Albany** desires to advance the Project by making a commitment of 100% of the costs of Design, ROW Incidentals & Acquisition, and Construction/CI work for the Project or portions thereof.

NOW, THEREFORE, the **County Board of Supervisors**, duly convened does hereby

RESOLVE, that the **County Board of Supervisors** hereby approves the Project; and it is hereby further

RESOLVED, that the **County Board of Supervisors** hereby authorizes the **County of Albany** to pay 100% of the cost of Design, ROW Incidentals & Acquisition, and Construction/CI work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of **\$1,500,000.00 (One Million, Five hundred thousand and no cents)** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the **County Board of Supervisors** hereby agrees that the **County of Albany** shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the **County of Albany**; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the **County Board of Supervisors** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the **County Board of Supervisors** hereby agrees that **County of Albany** hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the **Chair of the County Board of Supervisors of the County of Albany** be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the **County of Albany** in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the **County of Albany** will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

BridgeNY Culvert Local Project Agreement

CONTRACT NO. **D041731**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Albany County** (the "Municipality/Sponsor")
with its office at **449 New Salem Road, Voorheesville NY 12186**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as _____ (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

MUNICIPALITY/SPONSOR: **Albany County**

PROJECT ID NUMBER: **1762.93**

PHASE: PER SCHEDULES A

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

MUNICIPALITY/SPONSOR: **Albany County**PROJECT ID NUMBER: **1762.93**

PHASE: PER SCHEDULES A

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

MUNICIPALITY/SPONSOR: **Albany County**

PROJECT ID NUMBER: **1762.93**

PHASE: PER SCHEDULES A

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

MUNICIPALITY/SPONSOR: **Albany County**

PROJECT ID NUMBER: **1762.93**

PHASE: PER SCHEDULES A

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

MUNICIPALITY/SPONSOR: **Albany County**

PROJECT ID NUMBER: **1762.93**

PHASE: PER SCHEDULES A

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Gaetano Tedesco**

Title: **RLPL**

Address: **Region 1 Planning and Program Management 50 Wolf Road, 1S50 Albany NY 12232**

Telephone Number: **518-457-9934**

Facsimile Number:

E-Mail Address: **gaetano.tedesco@dot.ny.gov**

Municipality/Sponsor Albany County

Name: **Lisa Ramundo**

Title:

Address: **449 New Salem Road Voorheesville**

Telephone Number: **518-765-2055**

Facsimile Number:

E-Mail Address: **Lisa.Ramundo@albanycountyny.gov**

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF **Albany**)

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Notary Public

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for 1762.93
PIN

OSC Contract #: <u>D041731</u>		Contract Start Date: <u> / / </u> (mm/dd/yyyy) Contract End Date: <u> / / </u> (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A	
Purpose:		☒ Original Standard Agreement ☐ Supplemental Schedule A No.	
Agreement Type:		Municipality/Sponsor (Contract Payee): Albany County Other Municipality/Sponsor (if applicable):	
☐ State Administered		List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies. ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share	
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS			
Work Type: HWY CULVERT		County (If different from Municipality): Albany	
(Check, if Project Description has changed from last Schedule A): ☐			
Project Description: County Route 301 over Onesquethaw Creek			
Marchiselli Eligible ☐ Yes ☒ No			

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.93.301	Current	Other (see FN) **	\$1,500,000.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,500,000.00	\$ 0.00	\$1,500,000.00	\$ 0.00	\$ 0.00

•

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Prepare Smart Growth Checklist for NYSDOT Attestation.	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u> <u>Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and ensure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☒
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☒
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☒

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex, national origin, and/or disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.
- (c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	15.00%	15.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	13.00%	13.00%	6.00%
CN: Construction	7.00%	11.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	8.00%	18.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY24-25 M/WBE Goal Plan](#) and [NYSDOT 2024-2025 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____

Title: _____

Name: _____

Date: _____



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
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

April 3, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Public Works is requesting the Legislature's approval to purchase of one (1) Sweeper Truck from Tracey Road Equipment by piggybacking onto Onondaga County Contract No. 0011142 with New York State for a total amount of \$382,900.00.

This truck will replace the current sweeper truck purchased in 2008. This truck will be used in the Colonie Subdivision and is critical to successfully achieving our Municipal Separate Storm Sewer System (MS4) requirements, especially with preventing pollution and practicing good housekeeping for municipal operations.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6503, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Purchase a Sweeper Truck

Date: 4/3/25
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 5186557919

Purpose of Request: Contract Authorization 04/03/25-09/30/2025

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Tracey Road Equipment, 9598 River Rd. Marcy, NY 13403

Term: (Start/end date or duration) 04/03/2025-09/30/2025
Amount/Raise Schedule/Fee: \$382,900.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: CAPIT - TBD
Appropriation Amount: \$382,900.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to purchase of one (1) Sweeper Truck from Tracey Road Equipment by piggybacking onto Onondaga County Contract No. 0011142 with New York State for a total amount of \$382,900.00. This truck will replace the current sweeper truck purchased in 2008. This truck will be used in the Colonie Subdivision and is critical to successfully achieving our Municipal Separate Storm Sewer System (MS4) requirements, especially with preventing pollution and practicing good housekeeping for municipal operations.



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.ALBANYCOUNTYNY.GOV

LISA M. RAMUNDO,
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neil Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: April 3, 2025
RE: Purchase of a Sweeper Truck

Public Works would like to recommend the purchase of one (1) Sweeper Truck from Tracey Road Equipment by piggybacking onto Onondaga County Contract No. 0011142 with New York State for a total amount of \$382,900.00

This truck will replace the current sweeper truck purchased in 2008. This truck will be used in the Colonie Subdivision and is critical to successfully achieving our Municipal Separate Storm Sewer System (MS4) requirements, especially with preventing pollution and practicing good housekeeping for municipal operations.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: April 3, 2025

RE: Purchase of Sweeper Truck

I am in receipt of your recommendation letter Tracy Road Equipment for the purchase of (1) Sweeper Truck from Tracey Road by piggybacking off of the Onondaga County Contract #6140 in the amount of \$382,900.00

As Trace Road Equipment has a contract with Onondaga County I approve your recommendation.

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



J&J Equipment

April 3, 2025
Albany County DPW
Mr. Scott D. Duncan
449 New Salem Road
Voorheesville, NY 12186

Scott,

J&J Equipment is pleased to offer the following equipment for your consideration.
One New and Unused 2026 Tymco Model 600 BAH Regenerative Air Sweeper Body Mounted to a Freightliner M2 106 Plus per Onondaga County Contract #0011142.

Standard Equipment:

John Deere 4045T Tier 4 Aux Engine
Auxiliary Engine Protection System
Auxiliary Fuse Panel
Hydraulic System Protection
Hydraulic Oil Filter Restriction Indicator
Rubber Lined Blower
Pressure Bleeder
Water Fill Hose & Rack
Amber Beacon Light
220 Gallon Water Tank
Warning Lights
Severe Weather Wiring
Back-Up Alarm
Duo-Skids
Rear Floodlights
Auto Shutdown System
Reverse Pick Up Head Chains
Rear View Camera
Sweeper Paint: TYMCO Standard White

Optional Equipment Included:

Gutter Broom Drop Down: Right
Gutter Broom Drop Down: Left
Gutter Broom Tilt Adjuster: Right
Gutter Broom Tilt Adjuster: Left
Gutter Broom Variable Speed: Right and Left
Additional Left Gutter Broom Nozzle
Additional Right Gutter Broom Nozzle
Additional Pressure Transition Nozzle
Additional Hopper Nozzle
Extra Water Capacity - 330 Gallons: COMDEX®
High Output Water System
Hydrant Wrench
Abrasion Protection Package
Dump Switch in Cab
Hopper Load Indicators
Hopper Suction Inlet Wear Flange with Liner
Sweeper Deluge System
Broom Assist Pick-Up Head (Exchange)
Linear Actuator w/Gauge - Pressure Bleeder
Pick-Up Head Curtain Lifter
Skid Bumper Extension Set (3")
Auxiliary Hand Hose w/ Catch Basin Cleaning Package - Dual Pump
Auxiliary Hand Hose Nozzle Extension QTY. 4
Manhole Cover Lift Upgrade
Stainless Steel Hopper (Exchange)
Stainless Steel Bolt-On Blower Housing (Exchange)
Pick-Up Head View - Full Width (Additional)
Auto Sweep Assist (ASA)

2026 Freightliner M2-106 Chassis:

33,000lb GVWR

165" Wheelbase

6.7 Liter Cummins ISB 200HP Engine w Horizontal Exhaust

Allison 2500 RDS Transmission – 6 speed

Fontaine Dual Steering Conversion

Chassis Enhancements Installed by Tymco:

Battery Disconnect Switch

Fire Extinguisher

Hazard Reflectors

Air Horn – Dual

LED Alternating Warning Light Set: Front Grille

LED Alternating Warning Light Set: Rear (Additional)

LED Amber Light Bar: Cab Mounted

LED Amber Traffic Directing Light: Rear Mounted

Parabolic Mirror Head - 12" (Exchange)

Truck Paint: Standard Factory White

***Stainless Steel – Made in USA, 304 Non Magnetic, Lifetime Warranty**

****John Deere Aux Engine – 5year/5000 hour warranty**

J&J Equipment TYMCO 600BAH body Sell Price..... \$382,000.00

Onondaga County Contract #0011142 30% Discount..... \$114,600.00

Final J&J Equipment TYMCO 600BAH Body Sell Price..... \$267,400.00

FOB: Voorheesville, NY

Delivery: 210-270 Days

Please feel free to contact me with any questions.

Thank you for the opportunity to quote on your equipment needs.

Jared Lonergan- J&J Equipment LLC

315-559-2814

jared@jandjequipment.com

Tracey Road Equipment ILO Mohawk Valley Freightliner
9598 River Rd
Marcy, New York 13403 Office: 315-765-8746
rwoods@traceyroad.com www.traceyroad.com

.....
2026 M2-106 Plus 4x2 Cab Chassis Bid # 0011142 ON-GOV-106-19 12/5/2022
New York Statewide ATTN: Scott D. Duncan
Onondaga County Purchasing Dept Re: Albany County DPW
421 Montgomery St Onondaga County Statewide Contract Award
Syracuse, NY 13202 EPA Compliant Revised Specs 1/31/21

As a Factory Authorized FREIGHTLINER Dealer, we are pleased to offer this quotation based on Onondaga County / NYS contract We meet your specifications with any exceptions noted. Complete pricelists are enclosed. Options & discounts are as noted.

Pricing: 2026 Freightliner, M2 106 Plus 114,401.00 Base List x 42.1% = \$93,798.00
2026 Production Surcharge: \$3,750.00
Options Discount M2-106 Option 3,854.00 List 37.5%: \$2,497.00
Extended Warranties: \$1,725.00
NYS ONON CTY Del Charge: \$230.00
Fontaine Dual Steer Conversion non contract Option \$13,500.00
Total Chassis Price \$115,500.00
J&J Equipment TYMCO 600 Sweeper Body Per Spec Contract..... \$267,400.00

Total Contract Price \$382,900.00

Terms Albany County, NY certifies that they are exempt from all
Federal, State and local taxes. Payment per Bid terms. FOB your
Body Co Facility.

Exceptions Upgrades Dealer Options & variances are available.

Notes: Specing, design, factory ordering and monitoring all done by sales engineer
no charge upgrades and minimal delays, mistakes &
corrections. Spec review for option upgrades, and chassis layout included.

Thank You for the opportunity to quote. Your questions are welcome and we look forward
to being of service.

Approved: _____

Sincerely,
Rick Woods

Title: _____

Date: _____

Tracey Road Equipment
Rick Woods
Sales/Engineering Manager

www.rwoods@traceyroad.com Tel: 315-765-8746



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

April 1st, 2025

Honorable Joanne Cunningham
Chair, Albany County Legislature
112 State St. Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The County Executive's Office is seeking approval from the Legislature to amend a contract and add a one year extension for the agreement with the New York Power Authority for routine and non-routine maintenance of the County's streetlights.

The routine maintenance consists of replacing and/or repairing defective components of the street lighting system in order to keep them fully operational. Non-routine maintenance includes repairs that go above and beyond the routine repairs and requires customer approval before work is completed. The attached sample agreement provides a further description of these maintenance categories. The County will be charged \$3,150.00 for routine maintenance per year for routine maintenance and will be billed for non -routine maintenance on an as-needed basis at an amount not to exceed \$9,050.66 per year.

If you have any questions regarding this request, I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

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

..title

Authorizing an Amendment to a Customer Project Agreement with the New York Power Authority for Streetlight Maintenance

..body

Date: 4/1/2025
Department: CEO
Attending Meeting: Patrick Curran

Submitted By: Patrick Curran
Title: Senior Policy Analyst
Phone: 518-447-5639

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York Power Authority, 123 Main Street, White Plains, NY 10601

Term: (Start/end date or duration) 5/1/2025 – 5/1/2026
Amount/Raise Schedule/Fee: \$12,200.66

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding – (Percentages)

Federal:	0	County:	100
State:	0	Local:	0

County Budget Accounts:

Revenue Account and Line:	Enter text.
Revenue Amount:	Enter text.
Appropriation Account and Line:	DM9513 - 44101
Appropriation Amount:	\$12,200.66

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☒ No ☐
of Response(s): Enter text.
of MWBE: Enter text.
of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 21-393

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The County Executive's Office is seeking approval from the Legislature to amend a contract and add a one year extension for the agreement with the New York Power Authority for routine and non-routine maintenance of the County's streetlights. The routine maintenance consists of replacing and/or repairing defective components of the street lighting system in order to keep them fully operational. Non-routine maintenance includes repairs that go above and beyond the routine repairs and requires customer approval before work is completed. The attached sample agreement provides a further description of these maintenance categories. The County will be charged \$3,150.00 for routine maintenance per year for routine maintenance and will be billed for non -routine maintenance on an as-needed basis at an amount not to exceed \$9,050.66 per year.

**FIRST AMENDMENT TO
OPERATIONS AND MAINTENANCE CPC**

**ENERGY SERVICES
POWER AUTHORITY OF THE STATE OF NEW York**

Streetlight Maintenance Program

THIS FIRST AMENDMENT, ("1st Amendment") is made on _____ by the **POWER AUTHORITY OF THE STATE OF NEW YORK**, a corporate municipal instrumentality of the State of New York with an office located at 123 Main Street, White Plains, New York 10601 ("Authority"), and **ALBANY COUNTY**, a municipality or political subdivision of the State of New York, having its principal office at 1123 State Street, Room 1200 Albany, New York 12207 (the "Customer"). The foregoing are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Public Authorities Law § 1005 (17) permits the Authority, as deemed feasible and advisable by the Trustees to, finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities;

WHEREAS, under the Authority's Energy Services Program ("ESP"), the Trustees have authorized the establishment of Authority's *Operational Support and Maintenance Support Program* ("O&M Program") to provide preventable and unscheduled maintenance support services on equipment installed by the Authority, and an Emergency O&M program for services on equipment not installed by the Authority;

WHEREAS, under the O&M Program, the Parties entered into a Master Cost Recovery Contract for the acquisition of energy services ("Contract"), and a Customer Project Commitment ("CPC") to provide essential maintenance to equipment installed by the Authority to keep streetlights in working order;

WHEREAS, the performance under this CPC is ongoing with an extended completion date of May 1, 2025;

WHEREAS, the Term and Termination Clause of the CPC provides the Parties an option to renew the original term for one year increments by mutual written consent of the parties provided that the Parties communicate in writing no later than 30 days prior to the expiration, and in no event the cumulative term of the CPC shall not exceed five years;

WHEREAS, the Parties wish to further extend the Energy Services Program CPC past the stipulated termination date in the CPC to continue the contract services, and stipulate the rate at which services would continue under the time extended; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows:

1. TERM AND TERMINATION.

The termination date of services is hereby amended to replace the words “May 1, 2025,” (as amended) with the date one year from the date this agreement is fully executed.

2. PAYMENT

Beginning on _____, the Authority agrees to perform all Routine Maintenance per the costs outlined in the table below to maintain all streetlights under this agreement for the Customer. All Non-Routine maintenance and Emergency Work will be charged to the Customer per occurrence as per the terms of the Schedule A. All Routine maintenance costs will be billed on an annual basis. The cost shown below associated with Non-Routine and Emergency Work is an annual budgeted value, any excess funds will be retained by the Customer including any reimbursements from insurance agencies.

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	\$3,150.00	\$9,050.66	\$12,200.66
Total Contract Budget	\$3,150.00	\$9,050.66	\$12,200.66

3. DELINQUENT PAYMENT

If, after commencement of Streetlight Maintenance services, the Customer fails to make complete and timely payments of any Streetlight Maintenance invoice for greater than 60 days, the Authority shall have the right to suspend streetlight maintenance services until all outstanding payments have been made. Notice of suspension of streetlight maintenance services will be made via mailed letter or email to the Customer.

If the Customer fails or refuses to provide outstanding payments within thirty (30) days of notice of suspension of services, the Authority may, in its sole discretion, terminate all services under the Streetlight Maintenance Customer Project Commitment.

4. RESPONSE TIMES

Section 7. of the Description of Services is to be deleted and replaced in its entirety with the following:

- 7. Response Times – NYPA shall investigate streetlight faults detected by the Asset Management System or reported by the Customer within 15 business days of notification for Routine Maintenance and 30 business days for Non-Routine Maintenance. In some instances, the materials needed for Non-Routine Maintenance may not be available by the end of the 30-business day period. In these cases, the repair will be made within 15 business days once the materials are received by the

Service Provider. Occasionally asset management nodes may lose connectivity, during the connectivity downtime, the streetlight is designed to default to a standard photocell and continue to operate. When control nodes lose connectivity, the control center will wait 5 business days for the asset control node to regain communication before issuing a work order to repair the streetlight equipment. If the Customer verifies a streetlight outage associated with a control node that loses connectivity, the 5-business day waiting period will be waived and the 15-business day response time clock will start from date of Customer issue identification. In the case of emergencies, the Service provider shall respond within 4 hours of notification to make the area safe by removing debris from roadway and sidewalk, capping and locking exposed wiring and/or de-energizing the facility. Once safe, the Service Provider will follow the Non-Routine process requirements. The Service Provider shall be responsible for obtaining any required permits and for providing all necessary traffic control in accordance with local law. Any costs incurred for these items will be billed to the Customer.

5. SCHEDULE A: The cost table in SCHEDULE A: COSTS FOR NON-ROUTINE SERVICES is deleted and replaced in its entirety with the following:

The following table lists the schedule of services and associated cost based on 2025 rates which increase 4% annually		
Emergency		
Emergency Response	Each	\$2,412.39
Labor Rates		
Journeyman Electrician/Lineman – Straight time	Per Hour	\$233.09
Journeyman Electrician/Lineman – Overtime	Per Hour	\$380.38
Apprentice Electrician/Lineman – Straight time	Per Hour	\$194.48
Apprentice Electrician/Lineman – Overtime	Per Hour	\$313.17
Lamp and Photocell Service Person – Straight time	Per Hour	\$207.31
Lamp and Photocell Service Person - Overtime	Per Hour	\$273.64
Laborer – Straight time	Per Hour	\$194.48
Laborer – Overtime	Per Hour	\$313.17
Add any additional worker classification – Straight time	Per Hour	\$187.33
Add any additional worker classification - Overtime	Per Hour	\$297.44
Truck (35 to 40 foot insulated bucket truck)	Per Hour	\$73.51
Dump truck (2 to 3 yard)	Per Hour	\$57.06
Crane (5 to 10 ton)	Per Hour	\$111.20
Pole truck with pole auger	Per Hour	\$80.60
Percent markup on materials provided by contractor	Each	20%

All other terms and conditions of the Contract and the CPC remain the same.

IN WITNESS WHEREOF, the Parties have executed this 1st Amendment as of the date last written below. The Parties further hereby certify that original copies of this executed and approved signature page will be affixed, upon final approval, to exact copies of this 1st Amendment being executed simultaneously herewith. The acknowledgment must be fully and properly executed by an authorized person.

**POWER AUTHORITY FOR THE STATE OF NEW YORK
STRATEGIC SUPPLY MANAGEMENT**

By: John Canale
 John Canale
 Senior Vice President
 Strategic Supply Management

ALBANY COUNTY

By: _____
Name Patrick Curran
Title

Date:

Certificate Of Completion

Envelope Id: F7C70AC0-B4C6-4FFF-B361-C752579D8806
Subject: Complete with Docusign: County of Albany ONE YEAR CPC Extension Amendment.pdf
Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
John Paine
John.Paine@nypa.gov
IP Address: 148.144.10.100

Record Tracking

Status: Original
3/17/2025 2:21:23 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: John Paine
John.Paine@nypa.gov
Pool: StateLocal
Pool: New York Power Authority

Location: DocuSign

Location: Docusign

Signer Events

John Canale
john.canale@nypa.gov
SVP SSM
New York Power Authority
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 66.31.233.115

Timestamp
Sent: 3/17/2025 2:24:28 PM
Viewed: 3/17/2025 2:28:35 PM
Signed: 3/17/2025 2:28:41 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Patrick Curran
patrick.curran@albanycountyny.gov
Security Level: Email, Account Authentication (None)

Sent: 3/17/2025 2:28:43 PM
Viewed: 3/17/2025 2:29:19 PM

Electronic Record and Signature Disclosure:
Accepted: 3/4/2025 12:53:46 PM
ID: ff517869-e654-43b5-89b1-6d74ceb5d89b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

James Ferrick
james.ferrick@nypa.gov
New York Power Authority
Security Level: Email, Account Authentication (None)

Sent: 3/17/2025 2:28:42 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Lisa Ramundo
lisa.ramundo@albanycountyny.gov
Security Level: Email, Account Authentication (None)

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/17/2025 2:24:28 PM
Certified Delivered	Security Checked	3/17/2025 2:29:19 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New York Power Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New York Power Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.work@nypa.gov

To advise New York Power Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at david.work@nypa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New York Power Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to david.work@nypa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New York Power Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to david.work@nypa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New York Power Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New York Power Authority during the course of your relationship with New York Power Authority.



County of Albany

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

Legislation Text

File #: TMP-2799, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization for Agreement with the New York Power Authority for Streetlight Maintenance

Date: 10/5/2021
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.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

New York Power Authority
123 Main Street
White Plains, NY 10601

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Not to exceed 23,092.69 (11,546.34/year)
Scope of Services: Contract for routine and non-routine streetlight maintenance

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: DM9513 - 44071

Appropriation Amount: 3,042

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) 11/15/2021 - 11/14/2023

Length of Contract: 2 years

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The County Executive's Office is seeking approval from the Legislature to enter into a two year agreement with the New York Power Authority for routine and non-routine maintenance of the County's streetlights. The routine maintenance consists of replacing and/or repairing defective components of the street lighting system in order to keep them fully operational. Non-routine maintenance includes repairs that go above and beyond the routine repairs and requires customer approval before work is completed. The attached sample agreement provides a further description of these maintenance categories.

The County will be charged a maximum of 3,041.70 per year for routine maintenance and will be billed for non-routine maintenance on an as-needed basis at an amount not to exceed 8,504.65 per year.