

Contract #: 2026-0299

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: Parks and Recreation A7410

Date Submitted: 02/27/2026

Contact Person: [Alexandra Robert]

Contact Phone: 518-655-7947

Vendor Info: Hazen and Sawyer

Estimated Amount: 116,060.00

Scope of Services: Algae Blooms RFP 2026-015

Budget Line Item: HHYA

Fiscal Impact:
County: 100.00
State: 0.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - RFP

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature

RFP #2026-015: ENVIRONMENTAL ENGINEERING FIRM FOR CONTROL AND PREVENTION OF ALGAL BLOOMS

Proposal Rating Worksheet

Proposer: GEI Consultants

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposors comprhesion of required work/scope of services	25%	3.5	0.875	4.5	1.125	4	1		0
Prior expierence in similar projects	20%	5	1	5	1	5	1		0
Professional qualifications	15%	5	0.75	5	0.75	5	0.75		0
Total proposed price	30%	5	1.5	4.4	1.32	4	1.2		0
Client references	10%	5	0.5	5	0.5	5	0.5		0
TOTALS:			4.625		4.695		4.45		0

NOTES:

RFP #2026-015: ENVIRONMENTAL ENGINEERING FIRM FOR CONTROL AND PREVENTION OF ALGAL BLOOMS

Proposal Rating Worksheet

Proposer: Hazen and Sawyer

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposors comprhesion of required work/scope of services	25%	4.8	1.2	4.8	1.2	4.8	1.2		0
Prior expierence in similar projects	20%	5	1	5	1	5	1		0
Professional qualifications	15%	5	0.75	5	0.75	5	0.75		0
Total proposed price	30%	5	1.5	4.9	1.47	5	1.5		0
Client references	10%	5	0.5	5	0.5	5	0.5		0
TOTALS:			4.95		4.92		4.95		0

NOTES:

Princeton Hydro LLC

RFP #2026-015: ENVIRONMENTAL ENGINEERING FIRM FOR CONTROL AND PREVENTION OF ALGAL BLOOMS

Proposal Rating Worksheet

Proposer: Princeton Hydro LLC

		Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Weight	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposors comprhesion of required work/scope of services	25%	4.8	1.2	4.7	1.175	4.5	1.125		0
Prior expierence in similar projects	20%	5	1	5	1	5	1		0
Professional qualifications	15%	5	0.75	5	0.75	5	0.75		0
Total proposed price	30%	4	1.2	4.8	1.44	4.5	1.35		0
Client references	10%	5	0.5	5	0.5	5	0.5		0
TOTALS:			4.65		4.865		4.725		0

NOTES:



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
James Halios, Acting Commissioner
Alexandra M. Robert, Deputy Commissioner

TO: Pamela O'Neill, Purchasing Division

FROM: Alexandra Robert, Deputy Commissioner

RE: Algae Bloom RFP 2026-015

DATE: February 24, 2026

I am recommending that Hazen and Sawyer are awarded the Algae Bloom RFP 2026-015 contract in the maximum amount of \$116,060.00. Hazen and Sawyer are one of three agencies to respond to RFP#2026-015. Their response met the specifications required and budget criteria as outlined in said RFP.

Thank you.





DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA ONEILL
PURCHASING AGENT

MEMORANDUM

TO: James Halios, Acting Commissioner
Parks and Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 27, 2026

RE: RFP #2026-015
Environmental Engineering Firm for Control and
Prevention of Algal Blooms

I am in receipt of your recommendation to award the aforementioned to Hazen and Sawyer in the amount of \$116,060.00

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Hazen and Sawyer.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY PARKS AND RECREATION DEPARTMENT



RFP#2026-015

ENVIRONMENTAL ENGINEERING FIRM FOR CONTROL AND PREVENTION OF ALGAL BLOOMS

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

PAMELA O NEILL, PURCHASING AGENT

112 STATE STREET, ROOM 820

ALBANY, NY 12207

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: Environmental Engineering Firm for Control and Prevention of Algal Blooms
RFP NUMBER: 2026-015

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 820
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2026-015

**Environmental Engineering Firm for Control and Prevention of Algal
Blooms**

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2026-015

Sealed Proposals for **Environmental Engineering Firm for Control and Prevention of Algal Blooms** as requested by Albany County Parks and Recreation Department will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, February 13, 2026 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on January 15, 2026

Pamela O Neill
Purchasing Agent

Dated: ***January 9, 2026***
Albany, New York

PUBLISH ONE DAY – ***JANUARY 15, 2026***-- THE EVANGELIST
PUBLISH ONE DAY – ***JANUARY 15, 2026*** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
Environmental Engineering Firm for Control and Prevention of Algal Blooms
Albany County Parks and Recreation Department
RFP-2026-015

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 Albany County Parks and Recreation (ACPR) is seeking a qualified environmental engineering firm to create a mitigation plan and provide implementation options to control and prevent harmful algal blooms (HAB) at Lawson Lake.
- 1.2 Lawson Lake is a utilized public park in Albany County and is located at 293 Lawson Lake Road, Feura Bush, NY 12067. The lake is utilized by numerous not-for-profits for public programs and used by authorized swimmers. The HAB has been an ongoing issue for many years, and the most recent HAB has interrupted the lake operations in Summer 2025. During Summer 2025 the lake was being treated for HAB May 2025, July 2025 and August 2025 with minimal effectiveness. Despite the treatments the HAB persisted.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on February 13, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with environmental engineering.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County , within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

Section 1: ACPR is seeking design/professional services from a qualified environmental engineering firm to provide input on creating a management plan to address harmful algal blooms (HAB). We are seeking reactive services (short term services) as well long-term proactive management methods. The suggested treatment methods were derived from the New York State Department of Environmental Conservation document titled *Harmful Algal Blooms (HABS) Program Guide* and Penn State Extension article titled *Harmful Algal Blooms: Safety, Testing, and Management Options*. The following list outlines the scope of the services we are seeking; we will defer to the industry expert and the best available scientific research as to what will work best for our specific context.

- a. Short term solutions:
 - i. Regular monthly water quality testing services to detect for HAB from May to September. Tests will be conducted in the field and lab. For full testing details see: Appendix HAB testing regimen- Penn State Extension
 - 1. Turbidity
 - 2. Nutrients
 - 3. Dissolved oxygen
 - 4. Chlorophyll-a
 - 5. Phycocyanin
 - 6. Microscopy
 - 7. Toxin testing
 - ii. A persecutive progressive treatment regimen for when HAB is detected
***DEC permits: Article 15/Part 327, Article 17/SPDES General Permit needed, Article 24 wetlands permit may be needed**
 - 1. Copper-based algaecides

2. Peroxide-based algaecides
- iii. Adaptive management protocols for when HAB is detected post treatment
 1. The treatment method will be at the discretion of the applicant. To satisfy the contract the firm must utilize the best available scientific research to address the HAB. All treatment methods must comply with federal, state, and local regulations.
- b. Long term solutions:
 - i. Watershed management plans and protocols to prevent nutrient run off. HAB are primarily caused by excess nutrients entering waterways. Lawson Lake is in an agrarian part of the Albany County. The County cannot control nutrient run off from nearby pasture and crop lands entering the park. We are seeking land and water management methods to reduce the risks associated with excess nutrients.
 1. Buffer plantings along water ways
 2. Management plan for grassy, open, and landscaped areas of the park
 3. Conversion of manicured grasses into rainwater gardens
 - ii. Biocontrol methods: Utilize nature-based solutions to manage nutrient run off.
 1. Stocking lake with piscivorous fish ***Article 11 stocking permit required**
 2. Floating islands, human made structure with wetlands plants that use excessive nutrients
 - iii. Plans for physical control methods, such as mechanical systems to aerate or circulate water
 1. Surface aeration & circulation system ***Article 15 protection of waters may be required**
 2. Hypolimnetic aeration or oxygenation ***Article 15 protection of waters may be required**

Section 2: Objectives and Technical Requirements- Scope of Work

This section represents a guideline for the services needed under this RFP.

1. General Experience

The selected proposer(s) shall demonstrate experience in one or more of the following areas:

- Experience with developing HAB management regimes
- Environmental engineering and nature-based solutions
- Survey and mapping
- Environmental permitting
- Experience with various Local, State, and Federal environmental regulatory agencies

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.3 The successful Proposer (consultant) shall be required to execute the Professional Services Agreement with the County of Albany-see attached

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum per solution/method.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

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

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County **Albany County Parks and Recreation Department**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposors comprehension of required work/scope of services	25%
Prior experience in similar projects	20%
Professional qualifications	15%
Total proposed price	30%
Client references	10%

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

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

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

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

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

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

15.2 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. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

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

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

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

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

and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: Section not in use

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 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 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.

- 22.2 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.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, 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 contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 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 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 as defined under the NYS Environmental Conservation Law. Albany County is required by EPA and NYS Regulations to comply with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-25-001). SPDES GP-0-25-001 pertains to all types of construction activity, including highway reconstruction and rehabilitation, new buildings or expansion of existing buildings, parking lots, and other facilities, and any other project meeting the thresholds for the requirement to obtain permit coverage. The successful Bidder/Proposer will therefore be required to treat and/or control, to the maximum extent practicable in the proposed construction project, all construction site stormwater. Accomplishing this objective requires that the County select and implement appropriate construction stormwater Best Management Practices, as documented in the Stormwater Pollution Prevention Plan (SWPPP) associated with the project. Compliance with the SWPPP and with any additional corrective actions requested by the County or its representative shall be fulfilled for the duration of the project including for one year following final stabilization and completion of construction, after such time responsibility for post-construction practices will be assumed by the County, or by another landowner if such practices are off the designated County right-of-way. As required by the aforementioned regulations, site runoff shall be controlled and/or treated utilizing approved methods detailed in the New York Standards and Specifications for Erosion and Sediment Control (current version) and the New York Stormwater Management Design Manual (current version).

The successful Bidder/Proposer shall ensure that its operators and construction site personnel have received, within less than three years prior to their conductance of work on the site, a 4-hour NYSDEC-endorsed training course in acceptable standards and practices for controlling construction site stormwater and managing post-construction stormwater unless they possess certification (current throughout the duration of the project) as a Certified Professional in Erosion and Sediment Control (CPESC). If successful, Bidder/Proposer is will be required to certify to Albany County that operators/employees have received required stormwater training or CPESC certification in accordance with SPDES GP-0-25-001 (see Sheet MS4-2) and, upon request, produce proof thereof. If successful, Bidder/Proposer shall also be responsible for any waste generated from the construction project so as to avoid adverse impacts to water quality.

Pursuant to Local Law 7 of 2007, failure of the successful Bidder/Proposer to comply with Stormwater Discharges from Construction Activities will be subject to a cease and desist order until remedies have been accomplished satisfactorily to NYS Standards.

SECTION 28: GREEN INFRASTRUCTURE POLICY

28.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-25-001. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

Appendix

DEC Harmful Algal Blooms Program Guide

Harmful Algal Blooms: Safety, Testing, and Management Options

HAB testing regime- Penn State Extension

Test type	Testing capabilities	What do the test results say?	How to interpret results
Secchi depth for turbidity	Field testing using a Secchi disk and laboratory testing of turbidity	Water clarity or cloudiness due to bloom biomass or sediments	Transparency <3 m may indicate low water clarity from blooms
Nutrients	Nitrogen test strips are available for field use. Laboratory testing is needed for accurate nutrient levels	Concentration of nitrogen and phosphorus in water	Total phosphorus (TP) >0.035 mg/L and nitrate > 3mg/L show eutrophic conditions that can promote cyanobacteria, green algae and other aquatic plant growth
Dissolved oxygen (DO)	Handheld meters and kits are available for field testing	Indirect signs of bloom-induced stress	DO <2-3 mg/L shows hypoxia or low levels that can harm or kill aquatic life
Chlorophyll-a (green photosynthetic	Possible field testing using	An indicator of total cyanobacteria	Chlorophyll-a >10 µg/L shows increased productivity

pigment produced by cyanobacteria and green algae)	calibrated meters. Laboratory testing available	and algae biomass	and likely presence of cyanobacteria or green algae
Phycocyanin (blue photosynthetic pigment produced only by cyanobacteria)	Possible field testing using calibrated meters. Laboratory testing available	An indicator of total cyanobacteria biomass	Detection of phycocyanin shows that cyanobacteria are present. Higher concentrations correspond with high levels of cyanobacteria
Microscopy	Laboratory analysis needed	Identification of the type of cyanobacteria or green algae species present. Enumeration (cells/mL) of cyanobacteria or algal cell concentrations	Species like <i>Microcystis</i> sp., <i>Cylindrospermopsis</i> sp. Can produce toxins. $<20,000 \text{ cells/mL}$: potential irritative or allergen impacts $20,000 - 100,000 \text{ cells/mL}$: potential adverse effects from toxin production $>100,000 \text{ cells/mL}$: High risk from skin contact with water
Toxin testing	Field testing ELISA kits available. Laboratory testing available	The presence or absence of cyanotoxins	US EPA swimming advisory: Not safe for swimming if microcystin $>8 \mu\text{g/L}$ and cylindrospermopsin is $>15 \mu\text{g/L}$

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Environmental Engineering Firm for Control and Prevention of Algal Blooms
RFP Number:2026-015

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date

Number

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

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

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

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

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

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Environmental Engineering Firm for Control and Prevention of Algal Blooms
RFP Number: 2026-015

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR 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; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: ☐ Yes ☐ No 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. ☐ Yes ☐ No 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. ☐ Yes ☐ No c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

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

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Contract No. \${contract.contract_no}.contract.contract_no}

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (the "Consultant"). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with \${contract.synopsis_of_program}.contract.synopsis_of_program; and

WHEREAS, the Consultant agrees to provide such professional services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant agrees to perform the Work beginning \${Start Date Long}.contract.start_date.strftime("%B %e, %Y")} and ending \${End Date Long}.contract.end_date.strftime("%B %e, %Y").

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Consultant, and Consultant agrees to accept, an amount not to exceed \${contract.contract_ceiling}.contract.contract_ceiling. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Consultant shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Consultant. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Consultant further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Consultant makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Consultant represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Consultant further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Consultant and each person signing on behalf of Consultant represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Consultant without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Consultant have not been knowingly disclosed by Consultant prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Consultant to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Consultant (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Consultant shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof 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 County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Consultant and the Consultant shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Consultant to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Consultant, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept

such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

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

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

All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Consultant shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Consultant shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Consultant shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Consultant covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Consultant, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Consultant shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Consultant shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer or equivalent.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
 - The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using

endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Consultant agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

Automobile Liability

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

Excess/Umbrella Insurance

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

Owners/Contractors Protective Insurance (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

• Professional Liability/Malpractice

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

- V. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Consultant.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Consultant, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether

occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Consultant assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Consultant, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Consultant as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Consultant agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Consultant effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon Consultant becoming insolvent.

Upon termination of this Agreement, Consultant shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Consultant pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Consultant shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Consultant or its assignees of the final payment under this Agreement, whether by Consultant's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Consultant arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Consultant (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Consultant shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Consultant hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax- Exempt Certificate will be executed upon Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Consultant has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Consultant shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. Consultant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- C. **Drug-Free Workplace (Consultants other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. Consultant will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Consultant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
 - b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).
3. **Drug-Free Workplace (Consultants who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the Agreement, Consultant certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Consultant will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, 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 25. WAGE AND HOUR PROVISIONS [For Public Work Contracts Only]

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 Vendor'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 supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall 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, Vendor 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 County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant has not:

1. 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
2. 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Consultant shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Consultant, for itself, its assignees, and successors in interest agree as follows:

1. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Consultant, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Consultant shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C.

§§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

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

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERRUPTION OF WORK [For Public Work Contracts Only]

A Vendor who is a 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 Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES

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

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.
2. The Consultant shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



Request for Proposals

Environmental Engineering Firm for Control and Prevention of Algal Blooms

RFP #2026-015 | February 13, 2026

Submitted By:

Hazen and Sawyer
462 Broadway
Saratoga Springs, NY 12866

Contact:

Rob Ostapczuk, PE
518.810.6872



Hazen and Sawyer
462 Broadway
Saratoga Springs, NY 12866 • 518.810.6872

February 13, 2026

Pamela O'Neill
Purchasing Agent
Albany County Department of General Services
112 State Street, Room 820
Albany, NY 12207

Re: Environmental Engineering Firm for Control and Prevention of Algal Blooms (RFP #2026-015)

Dear Ms. O'Neill,

Hazen and Sawyer (Hazen) is pleased to submit our proposal to provide environmental engineering services for the control and prevention of harmful algal blooms (HABs) at Lawson Lake. Lawson Lake is a vital public resource for Albany County (County), providing recreational and community value, that has been disrupted by recurring algal blooms. Our team understands the urgency of restoring safe, sustainable water quality while addressing both immediate threats and long-term watershed health.

We offer a proven, science-based approach built on the following key advantages:

Local Regulatory Expertise. Our team has direct experience with New York State reservoir HAB management and is fully familiar with New York State Department of Environmental Conservation (NYSDEC) permitting requirements. This expertise supports efficient project delivery while minimizing permitting risks and delays.

Proven, Science-Driven HAB Mitigation. Hazen's approach to HABs mitigation is informed by the latest scientific research and our proven experience addressing HABs across the nation. Our team will implement adaptive, evidence-based strategies tailored to Lawson Lake for reliable management from day one.

Cost-Saving, Sustainable Solutions that Address Root Causes. Our integrated approach emphasizes long-term prevention through targeted treatment, efficient monitoring, and nutrient runoff reduction. By addressing root causes, we reduce reliance on recurring chemical treatments while protecting water quality and public use.

Our team is committed to delivering a clear, actionable plan that meets the County's immediate needs while building resilience against future HAB events. We look forward to partnering with you on this important project.

Should you have any questions or require additional information, please contact me directly at ecrafton@hazenandsawyer.com or 330.727.0586, or our Project Director Rob Ostapczuk, PE, at rostapczuk@hazenandsawyer.com or 518.810.6872.

Very truly yours,

Liz Crafton, PhD
Associate

Robert Ostapczuk, PE
Vice President

Section I. Title Page and Table of Contents

ENVIRONMENTAL ENGINEERING FIRM FOR CONTROL AND PREVENTION OF ALGAL BLOOMS

RFP #2026-015

Submitted By:
Hazen and Sawyer
462 Broadway
Saratoga Springs, NY 12866

Contact:
Robert Ostapczuk, PE
518.810.6872

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Section II. Qualifications/Experience and Resumes

Hazen is a trusted advisor for water quality issues throughout the Northeast and across the nation. Backed by one of the industry's most comprehensive and advanced applied research portfolios, our engineering and scientific teams work exclusively with water.

Firm Background

Hazen is a nationally recognized engineering firm delivering industry-leading technical expertise and best-value solutions for our clients. Dedicated solely to water, wastewater, and stormwater infrastructure for 75 years, Hazen's staff bring a deep understanding of water quality improvement and management from the scientific, environmental, and engineering perspectives.

Founded in 1951, Hazen employs 2,300+ staff in 80+ offices across North America and is fully **licensed to do business in New York State (PSC No. 008673, expires 5/31/26)**. Our culture of entrepreneurship and collaboration enables us to excel at complex assignments by mobilizing the right resources for each engineering challenge at hand, regardless of location. With a proven history of successful delivery on many of the nation's most important water projects, Hazen is the trusted partner clients call to solve their most difficult challenges. Our decades-long client relationships are a testament to our company's commitment to putting our clients' interests first.

With an extensive portfolio of lake, reservoir, and watershed management projects nationwide, Hazen has the experience and insight to help the County meets its water quality goals through high-value, innovative solutions. Our holistic approach to understanding water quality dynamics will determine the best short-term actions and long-term solutions for limiting HABs in Lawson Lake and protecting the public.

Since 1951

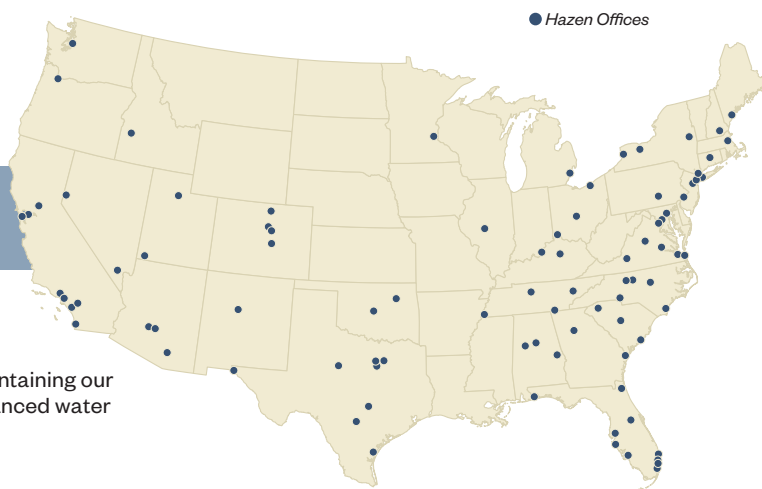
Hazen and Sawyer has been focused on **all aspects of water**.

We have grown to **2,300+ staff members**

**A Top
ENR
Firm**

in Water Engineering

Hazen is committed to maintaining our position as a leader in advanced water technologies.



Proven HABs Mitigation Solutions for Lawson Lake

Lawson Lake has experienced persistent HABs with increasing frequency and severity in recent years, indicating a chronic water quality problem rather than isolated events. This trend is underscored by nine confirmed HABs over the past five years. In 2025, three confirmed blooms occurred (May, July, and August) despite treatment efforts, demonstrating that reactive controls are insufficient and that a proactive management strategy is essential.

Addressing HABs requires a combination of strategies that target both the root causes and the symptoms. Watershed management can help reduce external nutrient loading, but watershed management alone is not enough to rebalance an ecosystem and reduce HABs. In-lake strategies geared toward prevention, such as hypolimnetic oxygenation and in-situ chemical inactivation, can be paired with algaecide treatments like copper sulfide and hydrogen peroxide for rapid, targeted bloom suppression when needed. Floating treatment wetlands and littoral zone restoration offer additional ecological benefits, leveraging allelopathic interactions and improving nutrient uptake.

Hazen's expertise in water quality, limnology, and phycology has enabled us to develop an efficient and holistic approach to identify root causes and develop the best solutions for water quality and algae-related challenges. From watershed management to optimizing algaecide treatment, our holistic approach results in robust and cost-effective solutions that are tailored to help our clients meet their water quality goals.

Our dedicated team of water quality experts brings decades of applied experience in source water and watershed management, HABs control, and limnological analysis. We have successfully led water quality improvement initiatives at lakes and reservoirs across the nation, each presenting a unique combination of physical, chemical, and biological challenges. These efforts have resulted in measurable improvements in source water quality and improved public safety.

Hazen has completed more than 40 similar water quality improvement projects for public utilities and municipalities in the eastern US.

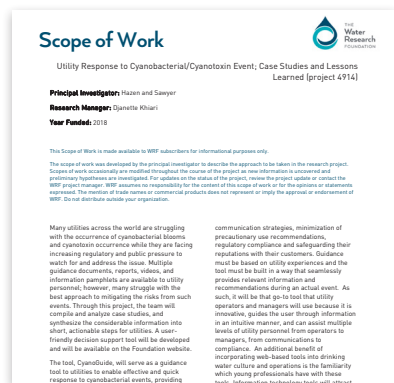
Our solutions combine comprehensive watershed management with effective short- and long-term treatment strategies to limit HABs and improve public safety.



Hazen's Algae Management Research for the Water Research Foundation

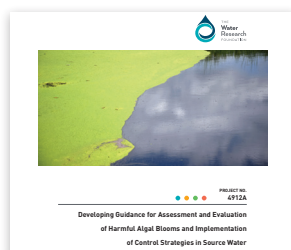
The County will benefit from Hazen's cutting-edge research into HABs mitigation and treatment. Our experts have led or participated in a wide range of HABs and cyanobacteria research for the Water Research Foundation (WRF), informing our approach with practical, proven, science-based solutions.

Utility Responses to Cyanobacterial/Cyanotoxin Events: Case Studies and Lessons Learned (WRF 4914)



Hazen led this project focusing on identifying successful tactics that utilities use to address cyanobacteria and cyanotoxins. Our team compiled and analyzed case studies and synthesized the information into short, actionable steps for utilities. A user-friendly decision support tool was developed and will be available on the WRF website. **The tool, CyanoGuide, serves as a guidance tool for utilities to enable effective and quick responses to cyanobacterial events, provide public health protection, and enable the utility to meet regulatory health advisory targets while supporting communication with their customers and stakeholders.**

Developing Guidance for Assessment and Evaluation of Harmful Algal Blooms, and Implementation of Control Strategies in Source Water (WRF 4912)



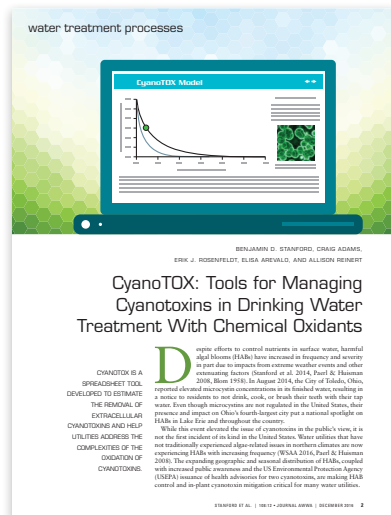
This research project compiled the experiences of utilities throughout North America and Australia in monitoring, measuring and controlling cyanobacterial blooms in source waters. **The project produced a decision support tool, guidance on sampling and analytical methods, and infographics for communication with utility staff, elected officials, regulators and the public.**

Evaluating U.S. Drinking Water Sources, HABs Mitigation and Guidance to Optimize Algaecide (WRF 5259)



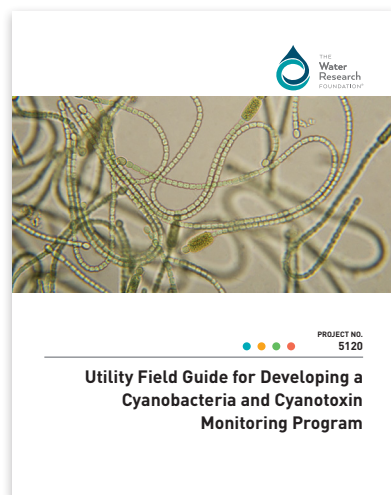
The University of Akron, partnering with Hazen and the City of Akron Water Supply, leads this project to optimize algaecide application for harmful algal bloom mitigation in drinking water reservoirs. **Our team is conducting nationwide utility surveys, in-depth interviews, and six diverse case studies evaluating copper and hydrogen peroxide-based algaecides.** We are analyzing how reservoir characteristics, water chemistry, and dominant cyanobacteria genera influence treatment efficacy. The culminating guidance document will provide utilities with tailored, data-driven strategies—moving beyond one-size-fits-all approaches—to improve HAB management outcomes, reduce costs, and enhance source water protection.

CyanoTOX Field Validation and Enhancement Related to Chemical and ELISA Kinetics (WRF 4672)



The Hazen-Adams CyanoTOX model is a spreadsheet tool developed to estimate the removal of extracellular cyanotoxins and help utilities address the complexities of the oxidation of cyanotoxins. The Excel-based tool's oxidation calculator was designed to help utilities evaluate how treatment adjustments (such as pH, oxidant dose, and contact time) may influence degradation of individual cyanotoxins and some groups of cyanotoxins. The latest version maintains the ability to model the oxidative removal of extracellular toxins under various conditions (three toxins, five oxidants, pH, temp, etc). New in this version is an additional module to model intracellular and extracellular toxins throughout a water treatment plant. New capabilities include release of intracellular toxins, three zones of oxidation, PAC carbon adsorption, settling of solids, biofiltration/GAC, and other features. AWWA includes the CyanoTOX model on their web-based cyanotoxins resource community intended to inform the water industry about current resources.

Utility Field Guide for Developing a Cyanobacteria and Cyanotoxin Monitoring Program (WRF 5120)



Hazen led this project to compile available information from research and case studies into a usable utility field guide for monitoring cyanobacteria and cyanotoxins in drinking water sources. Project tasks included identifying site-specific risks for managing cyanobacteria blooms in source water, the treatment process, finished water, and analytical methods. Additionally, the project aimed to compile and synthesize available information into fact sheets summarizing various monitoring techniques, including an overview, cost, reliability, complexity, advantages, and disadvantages. Guidance was developed for assembling a monitoring plan based on risks and fact sheets, enhancing the Tiered Monitoring Approach from WRF Project 4912. The project also focused on developing guidance for interpreting monitoring data, addressing data reliability issues, and creating concise guidance documents and a web-based compendium for utility managers, including infographics and decision trees similar to those from WRF 4912.

Personnel

Our team offers industry-leading expertise in water management, backed by a strong track record of implementing cost-effective solutions to control algae and HABs, improving aquatic ecosystems, and protecting public health.

Project Director Robert Ostapczuk, PE, brings nearly 30 years of water and wastewater engineering experience and a proven record of successful project delivery for clients throughout Upstate New York, including the County. Based in Hazen's Saratoga Springs office, Mr. Ostapczuk will ensure that all necessary resources are made available to the project team. **Project Manager Dr. Liz Crafton** is Hazen's Director of Water Quality Protection and Restoration and brings specialized expertise in limnology, HABs, and watershed and source water management. She will oversee the development of all short-term and long-term solutions to address HABs in Lawson Lake, working in close partnership with our Technical Lead.

Technical Lead Dr. Nan Wang is a specialist in HABs and water resources who brings a proven track record of designing and implementing HABs monitoring tools and toxin prediction models. Based in Buffalo, NY, Dr. Wang will lead the development of monthly water quality testing and treatment and adaptive management protocols for addressing HABs, as well as a comprehensive watershed management plan to prevent nutrient runoff and resulting HABs using nature-based and physical controls.

Dr. Crafton and Dr. Wang have collaborated seamlessly to deliver numerous HABs and water quality management projects for Hazen's clients, including the Town of Bethlehem, NY, and the Springfield Water and Sewer Commission in Springfield, MA. They will work together closely to advance the project, maintaining open lines of communication and holding regular meetings to discuss project progress, address challenges, and refine strategies as needed. They will coordinate closely to align technical findings with project objectives, ensuring that recommendations are both scientifically sound and practically implementable.

QA/QC Lead Ben Wright will provide senior review of all work developed for the project. A HABs expert, he will offer insight from his 28 years of experience in all aspects of water resources management, water supply infrastructure, and regulatory compliance.

Project Engineer Alexander Paul, based locally in Hazen's Saratoga Springs office, will work closely with Dr. Wang and Dr. Crafton to conduct site visits and tailor our solutions to the unique needs of Lawson Lake and the County.

GIS Analyst Ricky Wood brings national experience in water quality management. He will closely work with Dr. Wang and Dr. Crafton to develop an algaecide treatment strategy and identify watershed management solutions.

Our Organizational Chart is provided on the next page, followed by brief biographies detailing the expertise and experience of our proposed staff. Complete resumes are provided for each team member in Appendix A.

Organization Chart



Robert Ostapczuk, PE
Project Director



Ben Wright, PE, CC-P
QA/QC



Liz Crafton, PhD
Project Manager



Nan Wang, PhD
Technical Lead



Alexander Paul
Project Engineer



Ricky Wood
GIS Analyst



Our team offers national expertise in HABs and water quality management from leading specialists and a skilled local team with deep experience in Upstate New York to make sure that both Lawson Lake's and the County's specific needs are met with precision and care.

31
Years of
Experience



- ✓ Seasoned Project Director adept at developing cost-effective solutions.
- ✓ Effective communicator in public forums with challenging public health issues.

Rob Ostapczuk, PE | Project Director

Mr. Ostapczuk has a broad technical background in engineering primarily for municipal water and wastewater infrastructure projects in Upstate New York and the northeast. He has managed some of New York's most challenging, fast-tracked projects to address environmental and public health concerns, including NYSDEC's response to PFAS in the Hoosick Falls and the City of Newburgh and New York State Department of Health's (NYSDOH's) (through the New York State Office of General Services) response to the one of the nation's largest *Cryptosporidium* outbreaks at the Seneca Lake State Park. Mr. Ostapczuk excels in providing strategic direction and guiding projects from initial planning and permitting through design and delivery.

17
Years of
Experience



- ✓ Expert in water resource management and planning
- ✓ Specialized research and expertise on HABs management and cyanobacteria
- ✓ Developed cyanobacteria and water management plans for utilities across the country

Liz Crafton, PhD | Project Manager

Dr. Liz Crafton is a limnologist and engineer specializing in water resources and planning to combat HABs, eutrophication, emerging pollutants, and other water quality concerns. As Hazen's Director of Water Quality Protection and Restoration, Dr. Crafton works with utility clients across the nation to evaluate historical data, perform water quality risk assessments, develop monitoring and screening programs, and develop short- and long-term strategies to improve source water quality. She is skilled in phytoremediation-based management solutions for nutrient transport and management, soil stabilization, erosion management, contaminant remediation, and pH stabilization. Dr. Crafton's research and technical experience is focused on cyanobacteria and algae management in surface water systems. She worked with the National Oceanic and Atmospheric Administration (NOAA) and the Ohio Department of Higher Education on a research initiative to study HABs mitigation in drinking water sources, and her work has been presented at several conferences, including the AWWA's Annual Conference and Expo and the North American Lake Management Society (NALMS) conference.

6
Years of
Experience



- ✓ Technical expertise in HABs monitoring and predictive models for water quality

Nan Wang, PhD | Technical Lead

Dr. Nan Wang brings six years of experience and a proven track record in designing and implementing HABs monitoring tools and toxin prediction models. During her graduate research at Cornell University, Dr. Wang developed a Rapid Molecular HABs Monitoring Tool to address *Microcystis*, a cyanotoxin producer, in the Finger Lakes area of New York state. A member of Hazen's Water Resources group, Dr. Wang is also adept at sample collection, data analysis, and interpretation.

28

Years of
Experience



- ✓ Technical expertise in water resources management, source water protection, and long-term planning and risk.

Ben Wright, PE, CC-P | QA/QC Lead

Ben Wright has experience leading multidisciplinary teams of scientists and engineers to conduct watershed assessments and risk analyses to identify utility vulnerabilities from extreme weather, climate change, industrial development, energy exploration and chemical spills. His work often combines science and engineering with regulatory and policy issues related to water resources. He has in-depth knowledge of infrastructure design, resources management, hydrology, hydraulics, and systems modeling. Ben has experience utilizing many modeling platforms to assess the operations of large- and small-scale water systems and use the results to assist clients with decision-making.

3

Years of
Experience



- ✓ Water quality sampling and analysis expertise.

Alexander Paul | Project Engineer

Mr. Paul recently joined Hazen after spending three years at the US Environmental Protection Agency (USEPA) water research laboratory, where he led and contributed to multiple research initiatives, including developing reoccurring sampling plans to categorize and identify key water quality parameters along with performing sample and data analysis. He has experience conducting water quality monitoring on lakes to determine the health of the water body and potential impacts on native species. His work combines advanced analytical methods with practical system-level support to help communities improve water safety and infrastructure resilience.

3

Years of
Experience



- ✓ Source water quality monitoring
- ✓ Source water protection planning.
- ✓ Preventative reservoir and watershed management.

Ricky Wood | GIS Analyst

Mr. Wood is a specialist in water resources management. Using his background in water quality research, he supports source water protection planning initiatives, reservoir management recommendations, and water quality modeling efforts. Mr. Wood served as Assistant Engineer on the Source Water Monitoring Plan for the Springfield Water and Sewer Commission and helped to develop the Vly Creek Reservoir Algaecide Application Plan for the Town of Bethlehem, NY, where he performed GIS work for the algaecide plan to estimate treatment area, dosing, and cost.

Section III. References

Hazen offers the County an unparalleled combination of superior technical expertise in source water management and a proven track record of providing cost-effective solutions to address algae and cyanobacteria-related issues.

Hazen conducts source water protection and water quality management projects across the Northeast and throughout the nation. These projects range in scope from simple analyses for small communities to multi-municipality regionalization projects. **The following project overviews demonstrate Hazen's recent experience on similar scopes of work.**



Reference:

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WTP Manager
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Staff Involved:

Liz Crafton, PhD
Nan Wang, PhD
Ricky Wood

Source Water Monitoring Plan, Springfield Water and Sewer Commission (SWSC), Springfield, MA

Since 2021, Hazen has developed an annual Source Water Monitoring Plan and Water Quality Reports for SWSC's primary water supplies: Cobble Mountain Reservoir and Borden Brook Reservoir. Both Cobble Mountain and Borden Brook are considered oligo-mesotrophic systems with largely protected watersheds. However, with the materialization of climate change and shifting land use in the watershed, eutrophication and algae bloom have become a concern.

To proactively understand and mitigate this concern, annual watershed and source water monitoring is completed. Annual trends are analyzed to baseline water quality and discern any potential excursion. Each year, Hazen provides a comprehensive data review and optimizes the monitoring program based on its performance as well as feedback from the Commission.

In addition to the monitoring plan, our team assesses and maps submerged aquatic vegetation (SAV) in two drinking water reservoirs. Two complementary techniques are being used to produce a series of SAV maps that can be utilized for management plan development, decision support, and performance assessment of management actions. Coupling SAV surveys and remote sensing techniques produced high spatial resolution maps, with key biological information, categorizing the current status of each system.

Additionally, changes in the watershed are assessed to determine the potential impact on influent nutrients loads. This continuous monitoring allows for timely detection of any water quality event, facilitating a prompt management response.



Reference:

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Staff Involved:

Liz Crafton, PhD

Quincy Reservoir Comprehensive Analysis, Aurora Water, Aurora, CO

Aurora Water historically experienced water quality challenges at Quincy Reservoir resulting in recreational closures of the reservoir. Hazen completed a comprehensive limnological study on Quincy Reservoir to determine the root cause of the cyclical HABs and identify management solutions. Hazen developed a trigger-based approach for implementation of identified management strategies to improve water and maintain quality in Quincy Reservoir.

Management solutions included in the trigger-based approach included short and long-term solutions. **Short-term solutions included hydrogen peroxide and alum treatment. Long-term solutions included aeration, littoral zone restoration, and floating hydroponic wetlands.** By mapping out a phased implementation approach for reservoir management, Aurora Water can actively monitor and control reservoir water quality and then act in advance of further deterioration of the reservoir.

Successful implementation of short-term management strategies (in-reservoir treatment) occurred in 2020, resulting in no HABs, cyanotoxins closures, and reduced biologically available phosphorus by 87%, reducing algal production to below 5 ug/L chl-a (seasonal average).

The improved water quality allowed for the capital improvement plan to be updated to eliminate the \$60 million pretreatment facility. This project provided Aurora Water with a roadmap for potential future improvements at Quincy, and provided the community immediate benefit of a significantly improved reservoir water quality.



Reference:

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Staff Involved:

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Liz Crafton, PhD
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Ricky Wood

Vly Creek Reservoir Water Quality Monitoring, Town of Bethlehem, NY

In late 2024, the New Salem Water Treatment Plant (WTP) faced a cyanobacterial bloom in its primary source, the Vly Creek Reservoir, leading to persistent taste and odor (T&O) issues that continued into 2025. This event exposed vulnerabilities in both source water management and water treatment plant capabilities. Hazen was contracted to develop a multi-barrier strategy to address immediate concerns and build long-term resilience against these increasing risks.

Hazen's team conducted a comprehensive analysis, integrating findings from a source water characterization study with a detailed evaluation of treatment improvement alternatives. The study included spatial and temporal monitoring of the reservoir for phytoplankton, T&O compounds (MIB/geosmin), and cyanotoxins, coupled with a Land Use/Land Cover (LULC) analysis. The investigation yielded critical insights for a full risk-management approach. Hazen also investigated the regulatory requirement of algaecide application for the Town.

Source Water Management: Monitoring confirmed the reservoir's susceptibility to anoxic conditions, necessitating the evaluation of hypolimnetic oxygenation strategies. Phytoplankton analysis informed an optimized, preventative algaecide program using chelated copper, with a recommended transition to selective peroxide-based products for long-term use. The LULC analysis, showing a predominantly forested (63.5%) watershed with agricultural (16%) nutrient contributors, guided targeted source control strategies.

By synergizing targeted source water management with a clear roadmap for treatment modernization, Hazen's strategies provided a replicable framework for the Town of Bethlehem to enhance resilience, protect water quality, and maintain public confidence.



Island Park Reservoir Hypolimnetic Oxygenation System Design, Henry's Fork Foundation, Fremont County, ID

The Henry's Fork Foundation partnered with Hazen to evaluate physical management strategies capable of improving water quality and fisheries habitat in Island Park Reservoir. Long-term monitoring shows that declines in deep water dissolved oxygen (DO), elevated nutrients, and cyanobacteria dominance are driven, in part, by the reservoir's physical configuration—particularly bottom draw outlet structures that disrupt stratification, warm the water column, and remove oxygenated hypolimnetic water during peak demand periods.

Reference:

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720.891.9611

Staff Involved:

Liz Crafton, PhD
Ricky Wood

To address these challenges, the project focused on identifying and designing physical controls that directly influence reservoir oxygen dynamics and the movement of nutrients and suspended material. Central to this evaluation was the alternatives analysis for hypolimnetic oxygenation systems, examining four technologies capable of delivering supplemental oxygen to the deep waters while preserving thermal structure. Among these, Free Bubble Oxygenation (FBO) emerged as the most suitable physical intervention, offering high oxygen delivery capacity, scalability for a large reservoir, compatibility with existing hydro-power operations, and ease of maintenance through buoyant diffuser lines that can be raised for inspection.

Additional physical controls considered or recommended include:

- **A multi level outlet structure**, which would allow operators to withdraw water from higher elevations in the water column, reduce oxygen losses to outflows, maintain cooler thermal habitat for trout, and limit destratification.
- **Recreation-related controls**, such as no wake or depth based restrictions, to reduce sediment resuspension that transports phosphorus into the photic zone.
- **Targeted algaecide application zones** to physically limit cyanobacterial accumulation in high use shoreline areas.
- **Expanded monitoring infrastructure**, including 1-meter interval profiling and in situ SOD measurement chambers, to better quantify physical drivers of oxygen depletion.

Together, these physical interventions form an integrated strategy to stabilize reservoir stratification, protect cold water habitat, and reduce nutrient driven bloom formation.

Section IV. Plan Implementation

Understanding of the Problem

HABs in freshwater systems are most often driven by the overgrowth of cyanobacteria, commonly known as blue-green algae. These organisms can multiply rapidly under certain conditions—specifically, when there is an excess of nutrients (like phosphorus and nitrogen) in warm, calm water. In a balanced ecosystem, many types of algae and aquatic plants coexist. However, when cyanobacteria gain a competitive advantage, they can form dense, sometimes toxic, blooms that harm water quality, ecosystems, and recreational use.

At Lawson Lake, our goal is not just to react to these HABs, but to restore and maintain that balance. To do this effectively, our approach begins with a detailed understanding of the site's unique physical characteristics, historical HABs patterns, and the specific environmental drivers at play. This foundational analysis ensures that all proposed solutions are tailored to the specific conditions and challenges of Lawson Lake, maximizing effectiveness and resource efficiency.

Site Assessment: Lawson Lake

Lawson Lake is a small, shallow waterbody with a surface area of approximately 29.3 acres and a maximum depth of 4.5 meters (≈15 feet). Its morphometry, characterized by a high surface-area-to-volume ratio, promotes rapid warming and prolonged mixing. These conditions increase susceptibility to nutrient enrichment and cyanobacteria growth. The shallow profile also limits dilution of pollutants and facilitates wind-driven sediment resuspension, which can release nutrients from sediments and contribute to internal nutrient loading.

HAB History and Water Quality Challenges

Lawson Lake has experienced increasingly frequent and severe HABs, with nine confirmed HABs in the past five years and three in 2025 alone. This persistent recurrence signals a deeply rooted problem driven by ongoing nutrient sources, not just short-term triggers. Reactive controls fail because they only address HABs temporarily, not the underlying conditions that cause them to return. A proactive, long-term strategy is therefore essential to effectively manage the lake.

The historical risk is well-documented. An analysis of cyanotoxin data from 2013–2018 revealed that microcystin concentrations exceeded the New York State Department of Health (NYSDOH) bathing beach **advisory threshold of 4 µg/L in eight separate samples**, confirming

Scope of Work

Task 1: Water Quality Monitoring Program

- Task 1.1—Kickoff Meeting
- Task 1.2—Routine Monitoring & Sampling
- Task 1.3—Trigger-Based Toxin Testing Protocol (Design & Use)
- Task 1.4—Data Synthesis, Analysis, & Reporting

Task 2: Progressive HAB Treatment Regimen

- Task 2.1—Regulatory Coordination & Permitting
- Task 2.2—Treatment Protocol & Initial Threshold Development
- Task 2.3—Algaecide Application Planning & Execution
- Task 2.4—Adaptive Management Protocol Development

Task 3: Internal Nutrient Control Assessment

- Task 3.1—Internal Nutrient Control Feasibility Assessment
- Task 3.2—External Nutrient Control & BMP Planning

Task 4: Project Management, Administration, and Quality Assurance/Control (QA/QC)

- Task 4.1—Project Management & Monthly Reporting
- Task 4.2—QA/QC

a persistent, high-risk environment for swimmers. Other cyanotoxins (anatoxin, cylindrospermopsin, and BMAA) were not detected.

Algae identification from an August 2025 HABs further confirmed *Microcystis*, a type of cyanobacteria, as the dominant toxin-producing genus. This cyanobacterium is of particular concern due to its ability to form resting cells that settle into the sediments. These resting cells can germinate when water temperatures warm (~20° C), and wind-driven sediment resuspension can release them back into the water column, effectively “re-infecting” new HABs and perpetuating the cycle.

Recreational Impairment Status

The USEPA recommends that a waterbody be considered impaired if it exceeds the microcystin advisory threshold more than three times in a single season—a criterion New York State is currently evaluating. Lawson Lake, which experienced three confirmed harmful algal blooms in 2025, has both a documented history of elevated toxin concentrations and a recurring seasonal HAB pattern. The lake now stands at the threshold of formal recreational impairment, underscoring the need for a comprehensive management strategy.

Limitations of Historical Treatment

Historical HAB control efforts at Lawson Lake have relied primarily on GreenClean Pro (sodium percarbonate), a granular hydrogen peroxide-based algaecide. While peroxide can be an effective and eco-friendly tool in a management plan, its documented limited success during active 2025 HABs indicates that the historical application—particularly in terms of dosage, method, or product formulation—was mismatched for the specific challenges of Lawson Lake.

The primary limitation of using peroxide occurs when it is applied to treat a HAB that is already dense and well-established. In such conditions, the

released hydrogen peroxide is rapidly consumed or “quenched” by the high concentration of organic material before it can penetrate the entire HAB. This renders standard, whole-lake applications inefficient and costly, often leaving dense surface scums untreated.

Furthermore, the granular product form presents practical challenges. Achieving uniform distribution is difficult, and application methods carry unintended risks—from airborne particles causing respiratory irritation to granules accumulating along shorelines, posing a potential risk to wildlife.

In summary, while hydrogen peroxide remains a valuable part of the toolkit, its successful and cost-effective application demands precise, expert judgment. The Hazen team brings extensive nationwide experience in applying peroxide-based algaecides across diverse water bodies. We will leverage this expertise to expertly manage the critical variables—algae density, product selection, application timing, and method—ensuring reliable, economical, and environmentally sound treatments specifically tailored for Lawson Lake.

Nutrients as the Key Drivers

The physical characteristics of Lawson Lake—its shallow depth, high surface-area-to-volume ratio, and susceptibility to wind-driven mixing—directly intensify its nutrient dynamics. These traits create a dual challenge: external nutrient runoff from the surrounding agrarian landscape enters the lake with minimal dilution, while wind action regularly resuspends nutrient-rich sediments, turning the lake bed into an active internal nutrient source.

The primary catalyst for HAB proliferation is nutrient enrichment, particularly phosphorus and nitrogen. Water quality data from 2014–2015, 2024, and 2025 consistently indicate a eutrophic to hypereutrophic state, with elevated nutrient levels driving excessive cyanobacteria biomass.

External Nutrient Loading: The lake's agrarian setting contributes significant non-point source runoff from surrounding agricultural and pasture lands.

Internal Nutrient Loading: Shallow morphology and historic eutrophy have likely built up legacy phosphorus in sediments, which can be released under certain conditions, sustaining cyanobacteria growth independent of external inputs.

The presence of both active external inputs and a potential internal nutrient reservoir means that Lawson Lake's HAB condition cannot be resolved quickly. It will require a sustained, long-term management strategy focused on monitoring and progressively reducing both nutrient sources.

Recommended Management Strategy

Lawson Lake's shallow depth and limited stratification reduce its natural resilience to nutrient inputs and climate variability. Rapid warming, extended growing seasons, and variable precipitation further amplify HAB risk by enhancing nutrient transport and cyanobacteria growth.

Accordingly, our dual-path strategy integrates a preventative peroxide-based algaecide program with long-term nutrient reduction measures, including aeration and floating treatment wetlands. This approach provides immediate bloom control while building the lake's long-term resilience and reducing future chemical reliance.

Guiding this process, Hazen will conduct a thorough review of historical management methods.

By diagnosing why past efforts succeeded or fell short, we can apply those critical lessons to Lawson Lake, ensuring our strategy is not developed from scratch, but is a refined, cost-effective plan built on proven experience.



Peak bloom during a HAB at Lawson Lake, 2025.

Alignment with Permit Requirements

Our diagnostic and monitoring approach is informed by the NYSDEC Harmful Algal Blooms Program Guide and Penn State Extension protocols, ensuring scientifically robust, actionable data collection and regulatory compliance.

This comprehensive understanding confirms that a successful HAB control strategy for Lawson Lake must be integrated, adaptive, and multi-faceted, addressing both immediate response and long-term nutrient reduction.

Short-Term Solutions (Reactive Management)

Water Quality Testing (Early May–Early November)

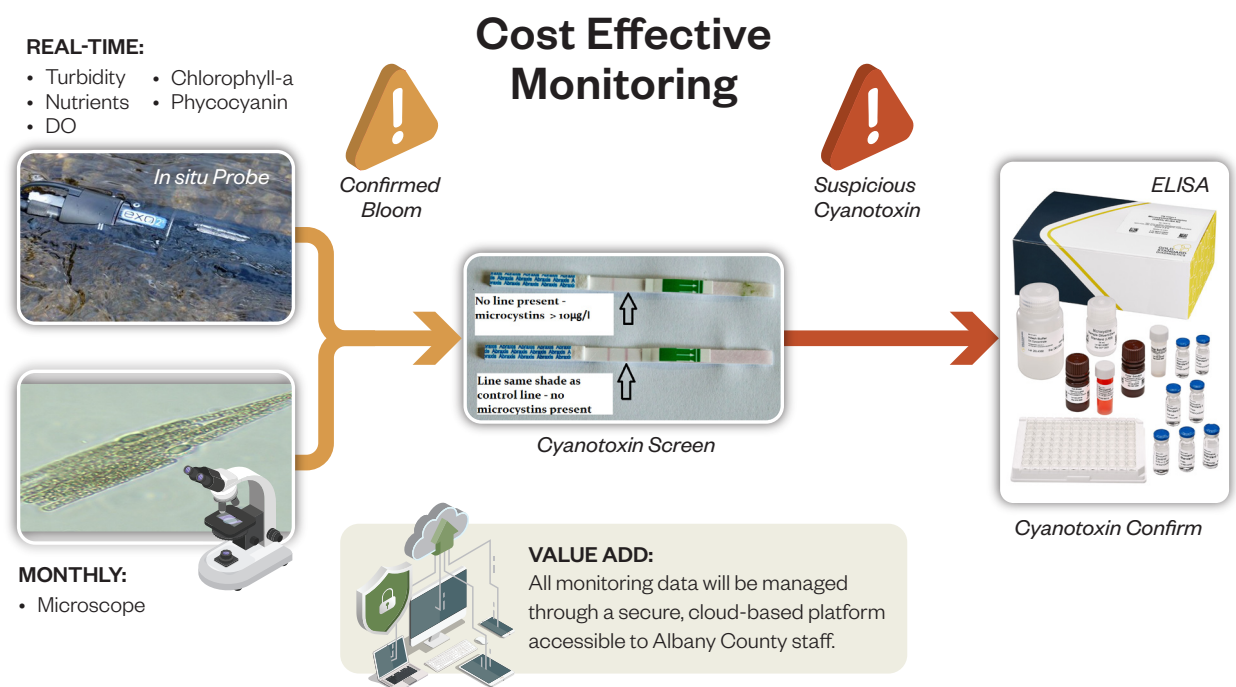
Effective HAB management requires reliable, site-specific water quality data to guide decisions, evaluate treatments, and adapt strategies over time. To balance scientific rigor with long-term practicality, we propose a streamlined monitoring program focused on continuous in-situ instrumentation and strategic grab sampling. This program aligns with NYSDEC and Penn State Extension protocols while remaining cost-effective for multi-year implementation.

Integrated Monitoring Methodology

Continuous, In-Situ Monitoring via Multi-Parameter Sonde

A calibrated, multi-parameter sonde will be deployed as an install-and-go solution to continuously measure turbidity, nutrients (via conductivity), DO, chlorophyll-a, and phycocyanin throughout the recreational season. This sonde-based approach forms the backbone of the monitoring program and is particularly well-suited for Lawson Lake, where recurring HABs necessitate long-term monitoring, and will enable:

- Early detection of HABs-favorable conditions, allowing for timely, low-impact preventative treatments.
- Data-driven decision-making for both short-term interventions and long-term nutrient management, including differentiation between watershed and sediment-driven nutrient sources.
- Long-term cost efficiency, reducing reliance on frequent manual sampling while increasing data density over multiple years.



Bi-Weekly Microscopy Analysis (Year 1 Intensive Effort)

In Year 1, bi-weekly grab samples will be analyzed microscopically to establish a baseline understanding of Lawson Lake's HABs community. This effort will:

- Identify dominant genera and confirm HABs conditions indicated by sonde data.
- Refine sonde trigger thresholds, optimize algaecide selection and timing, and improve understanding of nutrient–HAB dynamics.

Following Year 1, microscopy frequency may be reduced or targeted as needed.

Trigger-Based Toxin Testing Protocol

In alignment with NYSDEC HABS Program Guide recommendations, toxin testing will follow a tiered, trigger-based protocol:

Trigger: Toxin measurement is initiated when either:

- Sonde chlorophyll-a readings exceed **25 µg/L** OR phycocyanin exceeds **0 µg/L** (indicating cyanobacteria presence), OR
- Microscopy confirms cyanobacteria compose >50% of total algal biomass.

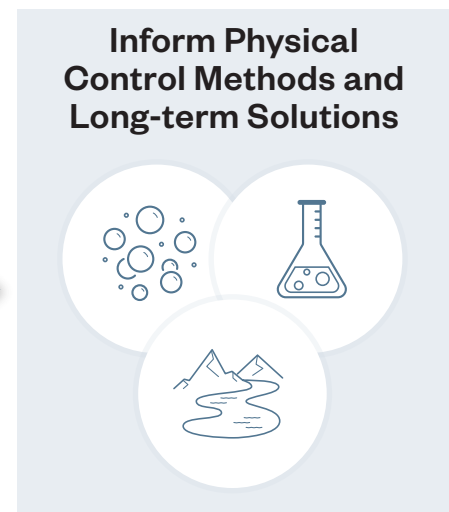
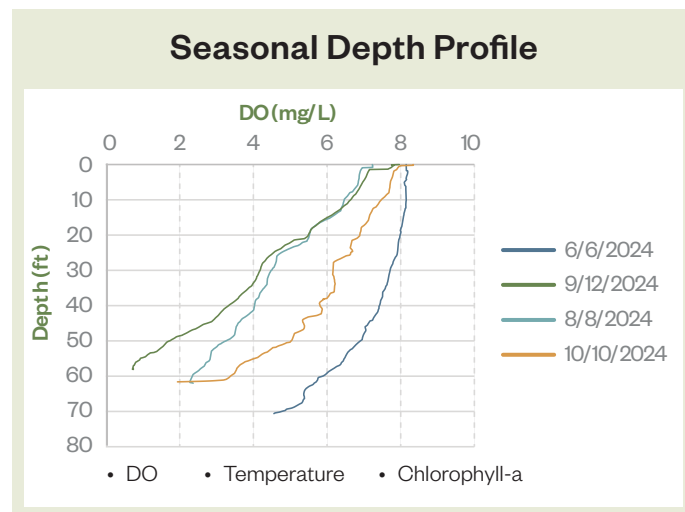
While NYSDEC uses 25 µg/L chlorophyll-a as a confirmed bloom HAB threshold, our experience with NYS waterbodies indicates cyanotoxin production can occur below this level. Therefore, Year 1 monitoring will employ a more sensitive trigger to better understand Lawson Lake's specific HAB dynamics. Triggers will be refined in future years based on 2026 data.

Screening: Initial screening using EPA-approved test strips in the field for rapid, on-site risk assessment.

Confirmation: Positive or ambiguous field results will be confirmed via EPA Method 546 (LC-MS/MS) at a certified laboratory, ensuring regulatory-grade data quality.

Seasonal Depth Profiles: To assess thermal stratification, anoxia risk, and lake mixing dynamics, we will conduct vertical depth profiles of water temperature and dissolved oxygen at 2–3 strategic intervals during the monitoring season (e.g., early summer, mid-summer, early fall). This will:

- Detect hypolimnetic anoxia that can promote internal phosphorus release from sediments.
- Inform the potential need for physical control methods, such as aeration or circulation interventions, to improve water quality and disrupt HAB-favorable conditions.



Data Management & Reporting

All data will be accessible via a secure cloud-based platform, with real-time alerts when thresholds are exceeded and seasonal synthesis reports to guide adaptive management.

Link to Adaptive Management

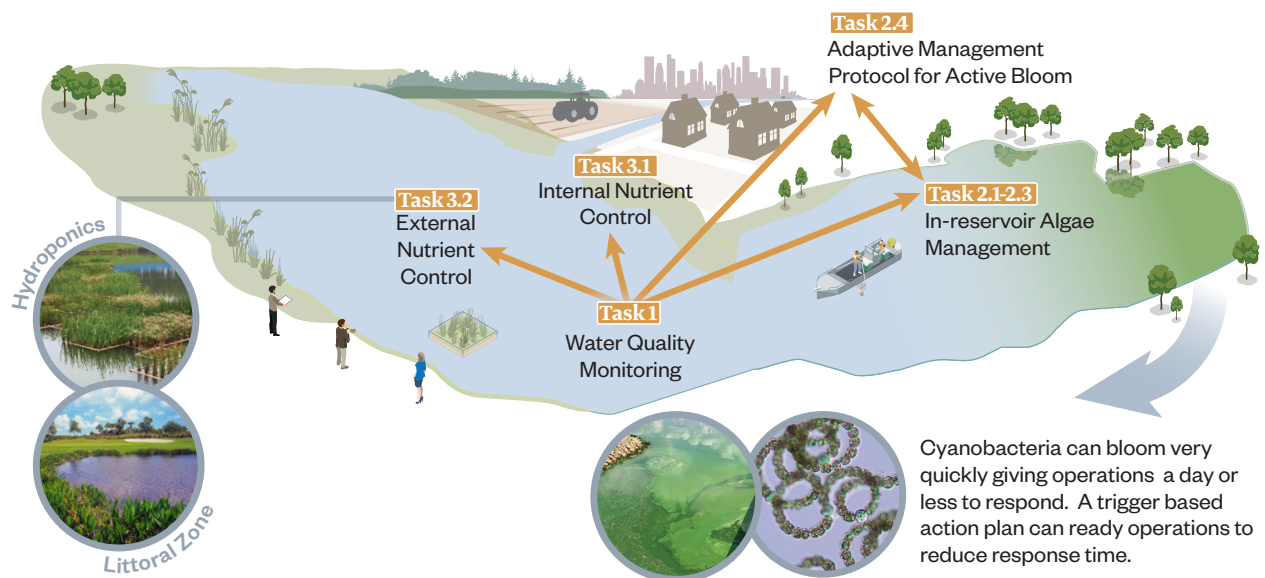
Monitoring data generated through this program directly supports all proposed management approaches:

Algaecide Treatment: Real-time sonde data and Year 1 microscopy results guide product selection, application timing, and dosage, allowing treatments to be applied earlier and more selectively, improving effectiveness while minimizing ecological impacts.

Internal Nutrient Control: Depth profiles, DO trends, and seasonal nutrient indicators identify sediment-driven nutrient release and inform the selection, timing, and evaluation of internal nutrient mitigation measures.

External Nutrient Control: Long-term trends in nutrient and cyanobacteria indicators help assess watershed contributions, evaluate the effectiveness of external load reduction efforts, and prioritize future actions.

Together, this integrated monitoring framework ensures that management actions are defensible, targeted, and responsive. **By combining continuous sonde monitoring with strategically focused grab sampling, the program provides the scientific foundation needed to transition Lawson Lake from reactive HAB response toward sustainable, long-term water quality improvement.**



Cost-effective, data-driven monitoring bridges short-term bloom intervention and long-term nutrient reduction strategies.

Progressive Treatment Regimen (upon HAB Detection)

To effectively manage HABs at Lawson Lake, we propose an integrated, progressive treatment regimen that addresses the limitations of past treatment methods while introducing a more strategic, science-based approach. This regimen is designed to maximize treatment efficacy, minimize ecological impact, and adapt based on real-time water quality monitoring.

Proposed Integrated Treatment Strategy

To overcome these challenges, we recommend a dual-phase algaecide strategy that differentiates between preventative maintenance and reactive HAB control.

Preventative Treatment: Peroxide-Based Algaecide for Proactive HAB Management

Lawson Lake's shallow, wind-mixed nature means that HABs can form and spread rapidly, and sediments can be easily resuspended, re-releasing nutrients. This makes precise timing the most critical factor for successful treatment. We propose integrating a liquid peroxide-based algaecide into a regular, preventative management protocol. When applied proactively during periods of low cyanobacterial biomass—before a dense bloom can establish—peroxide selectively suppresses

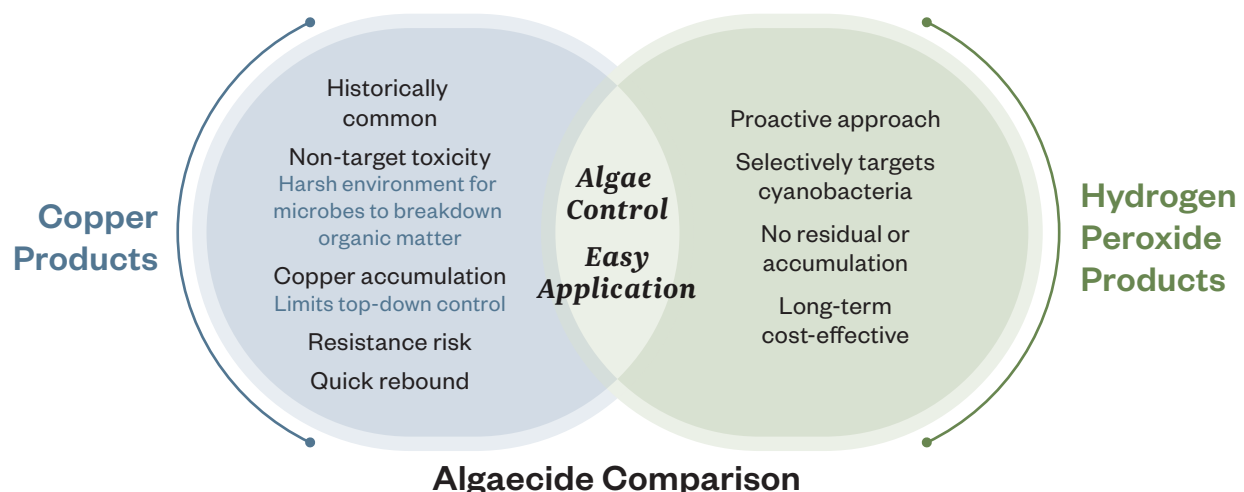
cyanobacteria, depriving them of their competitive advantage and supporting a more balanced lake ecosystem. This shift from reactive to preventative treatment directly addresses the lake's historical challenge, reducing both immediate bloom risk and the long-term reliance on more intensive interventions.

Peroxide decomposes naturally into water and oxygen, leaving no toxic residues or persistent sediment contamination. This makes it a safer, more sustainable choice for long-term water quality and ecosystem health.

For optimal efficacy, safety, and ease of use, we recommend a liquid peroxide formulation. Liquid products enable more consistent and controlled application, eliminate risks from airborne dust to applicators and wildlife, and prevent undissolved particles from accumulating along shorelines. This approach ensures both effective treatment and responsible stewardship of the lake environment.

Reactive Treatment As Needed: Copper-Based Algaecide for Dense HAB Suppression

For rapid and intensive HABs, we recommend the targeted application of a copper-based algaecide. Copper algaecides have a long history of providing rapid and effective HABs control, even under high-biomass conditions where peroxide fails.



Treatment Logic and Expected Outcomes

This preventative and reactive framework creates a more resilient management system:

Reduced HAB Risk & Intensity: Preventative treatments suppress cyanobacteria populations before they form dense HAB, lowering the probability of severe HAB events.

Minimized Copper Reliance: By reducing the need for reactive treatments, overall copper use and its associated ecological risks are significantly decreased.

Long-Term Cost-Effectiveness: Preventative management is typically more economical than emergency response to severe HABs, and reduced copper use lowers both product and potential long-term remediation costs.

All proposed algaecide applications will comply with New York State regulatory requirements. We will prepare and submit necessary permit applications, coordinate with NYSDEC, and ensure all treatments are conducted under full regulatory compliance.

Preventative and Adaptive HAB Management

Normal No Overgrowth	Prevention Reduce HAB Risks	- Minimize HAB Occurrence - Reduce Copper Usage - Protect Ecosystem Health - Cost-effective
Active Bloom Overgrowth	Reactive Response Rapid Bloom Control	

Adaptive Management Protocols Post-Treatment

Hazen proposed an adaptive management protocol for post-algaecide treatment. This proactive framework integrates early warning detection, algaecide application, and post-treatment monitoring with regulatory safeguards.

First, Hazen will establish early warning thresholds for Lawson Lake based on historical data and experience with similar New York State waterbodies. These thresholds are designed to detect cyanobacteria overgrowth at an early stage, before a full HAB develops. This enables a timely response

using lower intervention levels to prevent or minimize HAB intensity. When chlorophyll-a and phycocyanin levels exceed these thresholds, early intervention is triggered. This consists of a reactive algaecide treatment, followed by post-treatment monitoring using routinely collected sonde data.

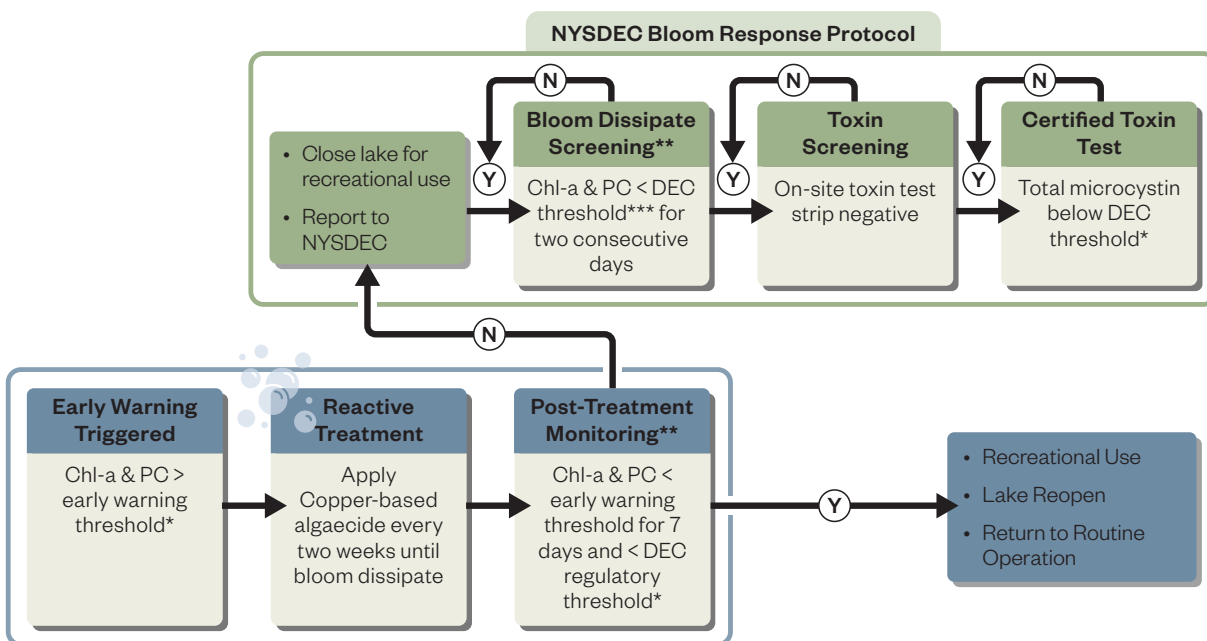
This early-warning approach offers key benefits: it reduces closures by shortening the duration of beach advisories and lessens chemical use by decreasing overall algaecide requirements.

If water quality remains below both the early warning and regulatory NYSDEC thresholds for seven consecutive days, the lake returns to routine

monitoring. If thresholds are exceeded, the NYS-DEC Bloom Response Protocol is activated. This mandates a recreational closure, reporting to NYSDEC, and a stepwise verification process: first, HAB dissipation is screened using sonde data; then, toxin testing is conducted. To improve efficiency, Hazen recommends initial toxin screening with

on-site test strips—which provide rapid results—before sending samples for more costly certified laboratory analysis, which has a turnaround time of 24 hours or more. Recreational use resumes only after all criteria confirm safe conditions, thereby ensuring public safety.

Adaptive Management Protocols for When HAB is Detected Post Treatment



Hazen's Proactive Algae Response Plan

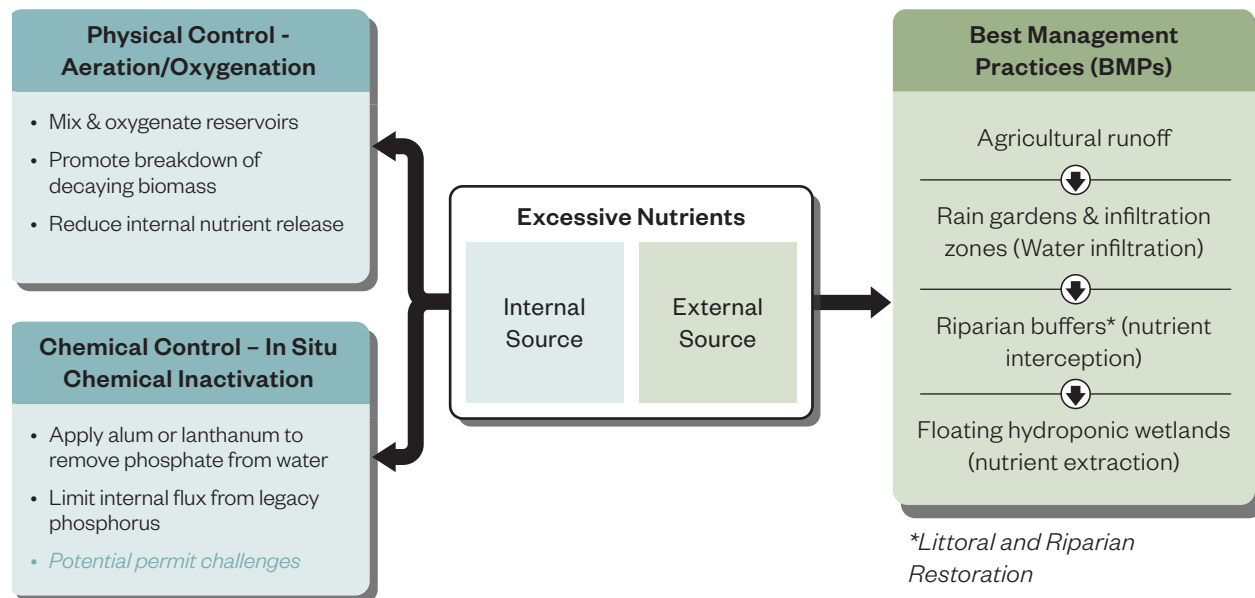
- Early Intervention: Responds to growth using lower thresholds to prevent or minimize bloom intensity
- Reduced Closures: Shortens the duration of beach closures
- Less Chemical Use: Decreases overall algaecide usage

* Hazen Threshold: Set using historical data & expert analysis.
 ** Monitoring & Screening using routine sonde data
 *** DEC Threshold: From NYSDEC HABs & NYSDOH guidelines.

Long-Term Solutions (Proactive Management)

The shallow morphology and historical nutrient loading in Lawson Lake have likely resulted in a significant reservoir of legacy phosphorus within the sediments. This internal load is typically released under anoxic (low-oxygen) conditions—a common feature of HAB-prone systems. While we expect anoxia to be a driver at Lawson Lake, this will be confirmed by the dissolved oxygen data collected as part of our monitoring program.

Long-Term Solutions



Internal Controls

The shallow morphology and historical nutrient loading in Lawson Lake have likely resulted in a significant reservoir of legacy phosphorus within the sediments. This internal load can be released under certain conditions (e.g., anoxia), fueling cyanobacteria growth independently of ongoing external inputs.

Physical Control: Aeration

This method involves aerating the lake to promote the aerobic breakdown of organic matter and suppress the release of phosphorus and ammonia from the sediments. Given Lawson Lake's shallow morphology, we have identified a shortlist of suitable aeration technologies, such as fountains, sub-surface aeration, or free bubble oxygenation systems, for detailed feasibility assessment. Select-

ing the proper system must account for a range of site-specific factors to avoid ineffective operation and unnecessary expense. The Hazen team will apply its extensive expertise to analyze:

- Seasonal water temperature and stratification patterns
- Available power and oxygen supply
- Existing infrastructure (e.g., intake towers, utility lines)
- Risk tolerance for potential supersaturation of dissolved gases
- Project budget and long-term operation & maintenance capacity

Through this evaluation, we will design an aeration solution tailored to Lawson Lake's unique physical and operational conditions.

Chemical Control: In Situ Chemical Inactivation

This approach involves applying phosphate-binding agents, such as aluminum salts (alum) or lanthanum-modified clay, directly to the water column or sediment surface. These compounds form stable complexes with soluble phosphate, immobilizing it and reducing its bioavailability for cyanobacteria growth. New York State has approved alum application permit for several pilot study, and Hazen will further evaluate the permit challenge, if any.

External Controls

Controlling external nutrient loading requires intercepting and treating runoff before it enters the lake through carefully selected Best Management Practices (BMPs). A successful BMP plan must be developed in collaboration with watershed stakeholders, balancing effectiveness with long-term operational capacity.

Given that runoff from surrounding pasture and croplands enters the park, a strategic, multi-barrier framework—applying measures progressively from the watershed to the shoreline—offers the most resilient approach. The table on the following page compares the efficacy of various nutrient control methods. We will work with the County to evaluate and prioritize the following proven strategies and nature-based strategies:

- **Infiltration:** Capture and treat runoff using rain gardens & infiltration zones.

- **Interception:** Filter nutrients before they reach the water with riparian buffer zones.
- **In-Lake Extraction:** Remove nutrients directly from the water column using floating hydroponic wetlands (artificial floating islands).

While establishing a biological balance is a long-term objective and a key indicator of freshwater health, stocking Lawson Lake with fish—such as piscivorous species or triploid grass carp—is unlikely to be effective for the following reasons:

- **Piscivorous Fish:** These are often ineffective in highly eutrophic lakes like Lawson Lake, where excessive nutrient loading overrides food web controls.
- **Triploid Grass Carp:** This species is ineffective against toxic cyanobacteria, may provide cyanobacteria a competitive advantage, and can resuspend nutrients from sediments, potentially worsening HABs.
- **General Limitations:** Stocking does not address the root causes of eutrophication, namely external and internal nutrient loads. Any benefits are typically not sustained without ongoing and intensive fisheries management.

The final selection of BMPs and nature-based solutions will be guided by a detailed evaluation of site hydrology, land use, client resources, and long-term maintenance requirements, ensuring a practical and sustainable path to reducing external nutrient loads.

Nutrient Control Methods Comparison

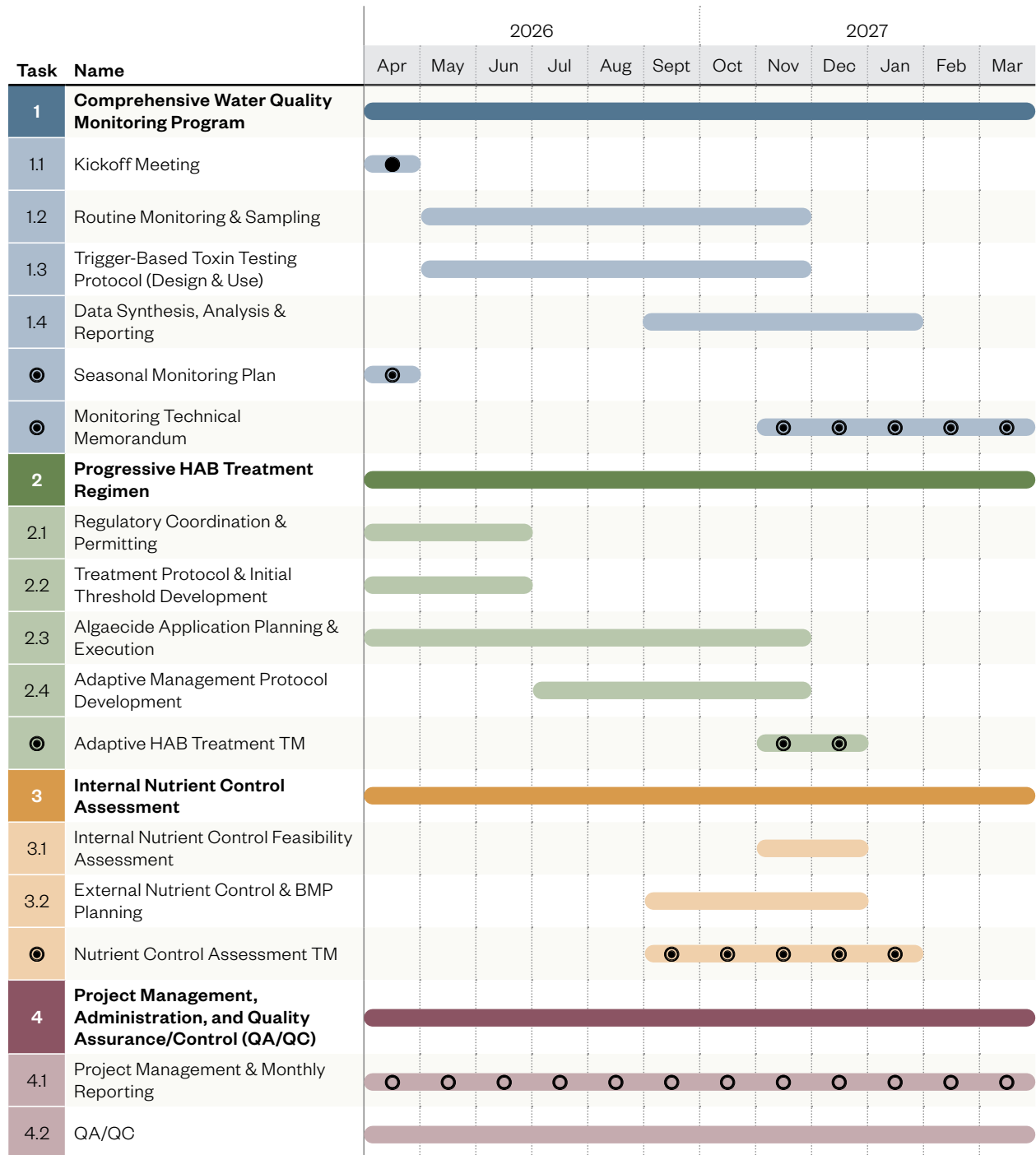
Control Method	EFFICACY PROBABILITY					
	Addresses External Nutrients	Addresses Internal Nutrients	Speed of Results	Long-Term Sustainability	Relative Cost	Operation/Maintenance Difficulty
Buffer Plantings	High	Low	Slow	Very High	\$-\$\$	Low
Landscape Management	Moderate	Low	Moderate	High	\$	Low-Moderate
Rainwater Gardens	Moderate	Low	Moderate	High	\$\$	Moderate
Piscivorous Fish/Triploid Grass Carp Stocking	None	Negative*	Variable	Low	\$-\$\$\$	Moderate
Floating Treatment Wetlands	Low-Moderate	Low	Moderate	Moderate	\$\$\$-\$\$\$\$	Moderate-High
Service Aeration/Circulation	Low	Moderate	Fast	Moderate	\$\$\$	Moderate
In Situ Chemical Inactivation (Alum/Lanthanum-Modified Clay)	Low	Low	Fast	Moderate-High*	\$\$-\$\$\$\$	Moderate-High
Hypolimnetic Aeration/Oxygenation	Low	Low	Moderate	High	\$\$\$\$-\$\$\$\$\$	High

* Potentially negative results

** Moderate-high (5-15 years typical)

Project Schedule

● Kickoff ● Deliverables ○ Monthly Reports



Section V. Cost Proposal

Employee	Task 1: Comprehensive Water Quality Monitoring Program	Task 2: Progressive HAB Treatment Regimen	Task 3: Internal Nutrient Control Assessment	Task 4: Project Management, Administration, and QA/QC	Total Cost
Rob Ostapczuk, PE	2	2	2	6	
Ben Wright, PE, CC-P	2	2	2	6	
Liz Crafton, PhD	8	8	8	10	
Nan Wang, PhD	30	30	30	6	
Alexander Paul	40	25	25	6	
Ricky Wood	10	13	15	6	
Total Hours	92	80	82	40	
Labor Cost	\$15,500.00	\$12,500.00	\$13,000.00	\$9,000.00	\$50,000.00

Algaecide Allowance

	No. of Treatments	Total Cost ^a
Oximicin	6	\$7,510.00
Cutrine Ultra	3	\$1,450.00
Permitting		\$100.00
Application		\$27,000.00
Total Cost		\$36,060.00

^a Costs based on similar past projects.

Monitoring Allowance

	Cost
Sonde	\$24,325.00
Microscopy Analysis: Bloom	\$174.00
Microscopy Analysis: Regular	\$3,168.00
Toxin strip	\$210.00
Certified toxin test	\$300.00
Shipping	\$2,031.00
Total Cost	\$30,000.00

Cost Summary

Task	Fee or Allowance
Engineering	\$50,000.00 (lump sum)
Algaecide Allowance	\$36,060.00 (allowance)
Monitoring Allowance	\$30,000 (allowance)
Total Budget	\$116,060.00

Note: Allowance items will be invoiced at cost.

Consultant Professional Services Agreement

Hazen has carefully reviewed the County's Consultant Professional Services Agreement. For the County's convenience and consideration, we have included a thoughtfully red-lined version of the document along with our proposal submission. Our suggested edits are offered solely to promote clarity and mutual understanding, and we remain fully open to discussing and refining these items upon contract award.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Environmental Engineering Firm for Control and Prevention of Algal Blooms
RFP Number: 2026-015

COMPANY: Hazen and Sawyer

ADDRESS: 462 Broadway

CITY, STATE, ZIP: Saratoga Springs, NY 12866

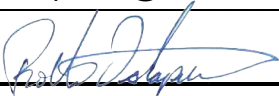
TEL. NO.: 518.810.6872

FAX NO.: 800-304-8791

FEDERAL TAX ID NO.: 13-2904652

REPRESENTATIVE: Rob Ostapczuk, PE

E-MAIL: rostapczuk@hazenandsawyer.com

SIGNATURE AND TITLE 

DATE 2/13/26

Section VI. Mandatory Documentation

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Environmental Engineering Firm for Control and Prevention of Algal Blooms
RFP Number:2026-015

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

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

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

Date	Number
January 28, 2026	Addendum 1
February 10, 2026	Addendum 2

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

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

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

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

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

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

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

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

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

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

7. Communication concerning this Proposal shall be addressed to:

Rob Ostapczuk, Vice President

Phone: 518.810.6872

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

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.

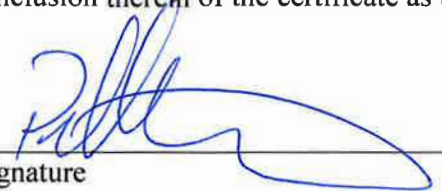
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Vice President

Title

February 13, 2026

Date

Hazen and Sawyer

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 4th day of February, 2026, before me personally appeared Robert Ostapczuk to me known, who, being by me sworn, did say that he resides at (give address) 78 Robertson, Shushan, NY; that he is the (give title) Vice President of the (name of corporation) Hazen and Sawyer, DPC, 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.



Nicole Nelson
Notary Public, State of New York

Qualified in New York

Commission Expires 6/27/2026

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

NICOLE NELSON
Notary Public, State of New York
No. 01NE6435576
Qualified in New York County
Commission Expires June 27, 2026

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Hazen and Sawyer, D.P.C.		3. IDENTIFICATION NUMBERS a) FEIN # 13-2904652 b) DUNS # 06-496-6138	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.hazenandsawyer.com	
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> 498 Fashion Ave, New York, NY 10018		10. TELEPHONE NUMBER (212) 539-7000	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Rob Ostapczuk, PE Title Vice President Telephone Number 518.810.6872 Fax Number e-mail rostapczuk@hazenandsawyer.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Alan Stone	TITLE President	b) NAME Peter Young	TITLE VP and Treasurer
c) NAME Robert Taylor	TITLE Chair and Sr. VP	d) NAME Gary Haubner	TITLE VP and Secretary
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☒ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> ☐ Yes ☒ No b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> ☐ Yes ☒ No c) Property Tax <i>Indicate the years the vendor failed to file.</i> ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current 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 AFFILIATES¹:

☐ Yes ☒ No

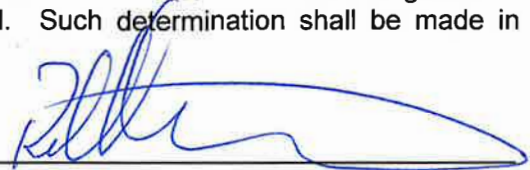
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

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_____
Vice President_____
Title

February 13, 2026

Date

Hazen and Sawyer

Company Name

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #13-2904652

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

CERTIFICATION:

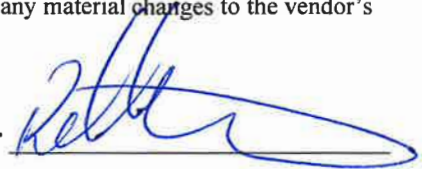
The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the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

The undersigned certifies that he/she:

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

Name of Business Hazen and Sawyer, D.P.C

Signature of ^{Officer}~~Owner~~

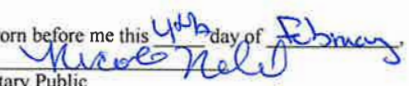


Address 498 Fashion Ave.

Printed Name of Signatory Robert Ostapczuk

City, State, Zip New York, NY 10018

Title Vice President

Sworn before me this 4th day of February, 2026

Notary Public

NICOLE NELSON
Notary Public, State of New York
No. 01NE6435576
Qualified in New York County
Commission Expires June 27, 2026

Nicole Nelson

Printed Name

Signature

Date



2/4/2026

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: Hazen and Sawyer

Address: 462 Broadway

Saratoga Springs, NY 12866

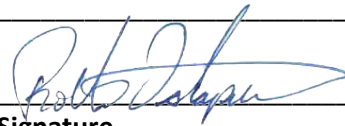
Phone Number(s): 518.810.6872

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):

N/A

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

Lawson Lake, Feura Bush, Albany County, NY



Signature

Robert Ostapczuk, PE

Printed Name

Vice President

Title

February 13, 2026

Date

Appendix A. Resumes



Robert Ostapczuk, PE

Vice President

Rob has extensive experience with municipal water and wastewater infrastructure projects throughout Upstate New York. His work spans reservoirs, treatment facilities, conveyance systems, and pump stations. He excels in providing strategic direction and guiding projects from initial planning through detailed design and construction.

Education

BS, Environmental Engineering,
Rensselaer Polytechnic Institute,
1996

Certification/License

Professional Engineer: NY

Areas of Expertise

- Water and wastewater treatment facilities
- Distribution systems
- Anaerobic digestion
- Biosolids master planning
- Collection and conveyance
- Funding and grants
- Pump stations
- OSO facilities

Experience

- 30 total years
- 1 year with Hazen

Professional Activities

Water Environment Federation

New York Water Environment
Association

- Government Affairs Committee
Chair

Vly Creek Reservoir Water Quality Monitoring, Town of Bethlehem, NY
Project Manager. A severe cyanobacterial bloom in the Vly Creek Reservoir revealed critical source-water vulnerabilities at the New Salem WTP. Hazen led a comprehensive water-quality investigation—including phytoplankton, T&O, cyanotoxin, and LULC analyses—to diagnose watershed drivers and reservoir conditions. These findings informed targeted source-water controls and a multi-barrier treatment strategy to improve T&O resilience and long-term water-quality protection.

Washington Lake Filtration Plant GAC Treatment Facility, New York State Department of Environmental Conservation, Newburgh, NY
Project Manager. Due to the Public Health Emergency declared by the City of Newburgh, the NYS DEC assisted the community to develop and implement a plan to treat PFAS. Responsible for planning, design, permitting and construction management of improvements to the Washington Lake Filtration Plant, City's tap to the Catskill Aqueduct and Brown's Pond. In a period of 6 months, all planning, permitting and development of Bid Documents were completed for a total of 7 contracts. RSSCTs were conducted to assess the efficacy of various types of granular activated carbon. A permeant connection between the Catskill Aqueduct and the Browns Pond Pump Station was constructed with a design build delivery method. Due to limited space at the Filtration Plant, a new AWWA D110 contact tank with concentric C baffles was constructed so a new GAC treatment facility could be constructed in the footprint of the 100 year old buried contact tank. A new GAC treatment facility was constructed as well as new high lift pumps, a new backwash holding tank, stormwater holding tank, and elimination of existing cross connections. GAC vessels were bid through a direct procurement contract to reduce lead times on the vessels.

UV Disinfection Facility and Covered Storage, City of Albany, NY

Project Engineer. Responsible for the detailed design of a 20 MG Type III prestressed concrete tank in accordance with AWWA D110. The design was complete to meet the requirements of LT2 ESWTR for uncovered finished water storage. CFD modelling of the tank was completed in order to demonstrate the effectiveness of the inlet piping mixing system.

Saratoga Water Treatment Plant, Saratoga County, Ballston Spa, NY

Deputy Project Manager. Responsible for the fast-track design of a 14-mgd direct microfiltration WTP and transmission main for Saratoga County. Developed procurement bid and contract documents for the procurement of a membrane microfiltration system for filtering surface water from the upper Hudson River. The system was designed for the removal of TOC to limit DBP precursors and the formation of DBPs. The project included a 1.3 MG AWWA D110 contact tank with concentric C baffles.

Western and Eastern Tank Design, Onondaga County Water Authority, Syracuse, NY

Design Quality Lead. Responsible for the design, permitting and preparation of construction documents for three AWWA D110 water storage tanks. The project goal was to bring the Metropolitan Water Board and Onondaga County Water Authority into compliance with LT2EWSTR by replacing three uncovered finished reservoirs with two 20 MG and one 30 MG water storage tanks. Both AWWA D110 Type I and Type III tanks were utilized in the bid documents to reduce construction costs. Approvals for the project were received from NYS DOH water supply, NYS DEC SPDES and Dam Safety and NYS OPRHP Cultural Resources.

Statewide Department of Corrections Water Tank Evaluation, New York State Office of General Services, Various Locations, NY

Project Manager. The project involved the structural and sanitary evaluation of 20 water tanks located at various correctional facilities in New York State. Used remote-operated vehicle technology to inspect interior costing systems, structural members, and sediment depth. Prepared engineering reports for all of the water tanks ranging from 10,000-gallon to 1.5-million-gallon elevated water tanks. Recommendations ranged from no action to replacement, depending on life cycle cost estimates.



Benjamin Wright, PE, CC-P

Senior Associate

Mr. Wright has experience leading multidisciplinary teams of scientists and engineers to conduct watershed assessments and risk analyses to identify utility vulnerabilities from extreme weather, climate change, industrial development, energy exploration and chemical spills.

Education

MS, Environmental Engineering and Management, Johns Hopkins University, 2008

BS, Civil and Environmental Engineering, Virginia Polytechnic Institute and State University, 1999

Certification/License

Professional Engineer: MD, VA, CA

Certified Climate Change Professional

Areas of Expertise

- Water resources management
- Climate change
- Source water protection
- Water system modeling
- Long-term planning and risk
- Hydraulic and hydrologic modeling
- Natural resources assessments

Experience

- 28 total years
- 18 years with Hazen

Professional Activities

American Water Works Association

- Climate Change Committee
- Water Resources Planning and Management Committee

Watershed Engineering Services BOA, Fairfax Water, VA

Project Manager. Conducted comprehensive source water quality protection planning and evaluated threats to the water supply from land use changes, industrial development, invasive species, harmful algal blooms, and consumptive withdrawals.

Source Water Protection Plan, City of Greensboro, NC

Project Lead. Development of a formal source water protection plan, conducted a gap analysis to identify current source water protection activities, identified risks in the watershed, and facilitated a series of workshops with City staff across multiple departments to formalize the City's vision, get comments on the proposed approach, and plan stakeholder engagement. Plan development with City staff and the stakeholder steering committee is ongoing.

Georgia Statewide Surface Water Availability Modeling, Georgia Environmental Protection Division, Atlanta, GA

Task Lead. Hazen is developing OASIS-based water resources models for every river basin in the state of Georgia. Mr. Wright led the development for the Suwannee, Satilla, Ochlocknee and St Mary's (OSSS) river basins. The models are highly detailed simulating natural inflows, along with agriculture, municipal, industrial demands and returns, as well as reservoir operations. In addition to managing the OSSS model developments, Mr. Wright provided QA/QC for other basin models and developed several innovations to streamline and automate development efforts.

Lake Chesdin Storage Management Plan, Appomattox River Water Authority, VA

Task Lead. Estimated rate of sedimentation in Lake Chesdin from erosion in the surrounding watershed, identify future impacts to the water supply and hydropower operations of the reservoir, recommend mitigation alternatives, and support public outreach.

Catskill Watershed Dams and Associated Facilities, NYCDEP, New York, NY

Project Engineer. Water quality data analysis and modeling on a comprehensive study investigating turbidity control alternatives for New York City's Catskill water supply system. Mr. Wright applied the OASIS model of the NYC reservoir system that allows operation of the system to be optimized for water quality as well as water supply reliability.

Water Source Feasibility Study, Charles County, MD

Task Lead. Study to address supply needs for projected population growth and declining aquifer levels per requirements from the Maryland Department of the Environment. Conducted a comprehensive review of all potential water sources for the County, such as increased purchased finished water, surface water supply, new wells in confined and unconfined aquifers, water reuse, and water conservation. Evaluated water quality for each option and developed conceptual treatment processes and cost estimates. Screened and ranked options across ten categories for triple bottom line analysis.

Water Supply Master Plan, Brick Township Municipal Utilities Authority, NJ

Project Engineer. Conducted water quality analysis on the tidally influenced surface water supply, evaluating recurrence and magnitude of high salinity, and developing future projections based on sea level rise.

Operations Support Tool, NYCDEP, New York, NY

Project Engineer. Assisted with revisions to the systems model, development of the graphical user interface, integration of GIS capabilities, and other technical tasks required to implement comprehensive reservoir operations decision support tool.

Future Needs Analysis, Tampa Bay Water, FL

Project Engineer. Developed custom models of the surface water supplies for City of Tampa and Tampa Bay Water, including statistical hydrology models, to analyze long-term water supply issues in the region and provide direction on short-term operational decisions. Models were integrated with the regional demand model to provide probabilistic projection of future supply needs for the utility.

Matchaponix Source of Supply Study, Suez, NJ

Project Engineer. Analyzed hydrology and source water conductivity to develop a safe yield model that accounted for natural stream flows and seasonal high conductivity from deicing salts.

Water Supply Plan Update, City of Richmond, VA

Project Engineer. Developed a model of safe yield for the James River at Richmond, Virginia that accounts for upstream reservoir operations at a USGS reservoir and a new offstream reservoir under construction. Analysis was based on a reconstructed record of the river flows accounting for historical diversions.



Elizabeth Crafton, PhD

Senior Principal Scientist

Dr. Crafton is a HAB specialist with extensive research experience focused on source water and watershed management. Her background includes modeling the response of indigenous cyanobacteria population to algaecide treatment and participating in large-scale modeling efforts to determine temporal and spatial risk of HAB formation in drinking water sources, which included time series and frequency models.

Education

PhD, CE, University of Akron, 2018

MSCE, University of Akron, 2014

BSCE, University of Akron, 2013

Certification/License

Engineer-in-Training: OH

Areas of Expertise

- Watershed management
- Stormwater management
- HAB specialist
- Emerging contaminants
- Biological treatment and remediation

Experience

- 17 total years
- 7 years with Hazen

Professional Activities

American Water Works Association

- Young Professional International Association of Great Lakes

- Research Member

North American Lake Management Society

Source Water Monitoring Plan, Springfield Water and Sewer Commission, Springfield, MA

Project Manager and Technical Lead. Since 2021, Hazen has developed a Source Water Monitoring Plan for the Commission's primary water supplies. Each year Hazen provides a comprehensive review of the data and optimizes the monitoring program based on its performance and feedback from the Commission. In addition to the monitoring plan, our team is assessing and mapping submerged aquatic vegetation (SAV) in two drinking water reservoirs; two complementary techniques are being used to produce a series of SAV maps that can be utilized for management plan development, decision support, and performance assessment of management actions.

Quincy Reservoir Comprehensive Analysis, Aurora Water, Aurora, CO

Technical Lead. Aurora Water faced recurring water quality issues at Quincy Reservoir that frequently led to recreational closures. Hazen developed an adaptive, trigger-based reservoir management strategy to proactively maintain water quality and prevent further degradation. This approach included a phased implementation plan—incorporating hypolimnetic oxygenation and enhanced monitoring—that enabled Aurora Water to anticipate deteriorating conditions and intervene early. The framework provided a clear roadmap for both near-term and long-term reservoir improvements, supporting more reliable water quality management.

Vly Creek Reservoir Water Quality Monitoring, Town of Bethlehem, NY
Technical Lead and QA/QC Lead. A severe cyanobacterial bloom in the Vly Creek Reservoir revealed critical source-water vulnerabilities at the

New Salem WTP. Hazen led a comprehensive water-quality investigation—including phytoplankton, T&O, cyanotoxin, and LULC analyses—to diagnose watershed drivers and reservoir conditions. These findings informed targeted source-water controls and a multi-barrier treatment strategy to improve T&O resilience and long-term water-quality protection.

Integrated Lake Management Plan, Central Arkansas Water, Little Rock, AR

Project Engineer. Central Arkansas Water engaged Hazen to assess and develop a comprehensive Lake Management Plan for their three crucial drinking water supply reservoirs, serving around 500,000 customers. Hazen's evaluation spanned hydrology and water quality analysis from 2004 to the present, incorporating in-situ conditions and inflow analysis to understand factors like temperature, dissolved oxygen, nutrient levels, chlorophyll-a, and trophic status. The findings facilitated the creation of a nutrient balance, addressing water quality changes and eutrophication impacts. The recommendations included measures such as enhanced cyanobacteria monitoring, hydrogen peroxide application for bloom management, boat wash stations to prevent reintroduction, and updates to the watershed protection plan for reducing external nutrient loads.

Marston Forebay T&O Characterization Plan, Denver Water, CO

Design Manager. Hazen developed a Taste and Odor (T&O) Characterization Plan for Marston Forebay to understand seasonal algae/cyanobacteria occurrences and identify contributing factors. The plan aims to pinpoint the root causes, outline proactive management, inform long-term data collection, and reduce operational challenges. A Power BI Dashboard was created to compile and analyze data, providing accessibility across several departments and keeping all staff informed and aligned throughout the project.

Water Resources Management Plan, City of Portsmouth, VA

Source Water Quality Engineer. Reviewed past efforts and data needed to outline necessary source water studies and both short and long-term management goals and approaches to combat eutrophication and HABs, and to increase raw water quality. Worked in collaboration with a team that included a watershed engineer and drinking water treatment engineer to provide a comprehensive and holistic source to tap management strategy.

Cyanobacteria and Algae Management Plan, Town of Windsor, CA

Water Quality Engineer. Outlined strategies to manage residual nutrients and primary producer growth in a series of effluent ponds. Historical data was reviewed and samples were analyzed microscopically to determine best management and monitoring strategies for the Town to ensure success at their water reclamation facility.



Nan Wang, PhD

Assistant Engineer I

Ms. Wang is a member of the firm's Water Resources group who brings a proven track record in designing and implementing HAB monitoring tools and toxin prediction models. She is also adept at sample collection, data analysis, and interpretation.

Proposed Role

Source Water Protection

Education

PhD, Civil and Environmental Engineering, Cornell University, 2024

BS, Environmental Science, Nakai University, China, 2019

Certification/License

Engineer-in-Training

Areas of Expertise

- Water resources
- Environmental monitoring
- Data analysis
- Environmental microbiology
- Water chemistry
- ArcGIS, AutoCAD, R, Python, MATLAB

Experience

- 6 total years
- 1 year with Hazen

Vly Creek Reservoir Water Quality Monitoring, Town of Bethlehem, NY

Project Engineer. A severe cyanobacterial bloom in the Vly Creek Reservoir revealed critical source-water vulnerabilities at the New Salem WTP. Hazen led a comprehensive water-quality investigation—including phytoplankton, T&O, cyanotoxin, and LULC analyses—to diagnose watershed drivers and reservoir conditions. These findings informed targeted source-water controls and a multi-barrier treatment strategy to improve T&O resilience and long-term water-quality protection.

Source Water Quality Analysis, Springfield Water and Sewer Commission (SWSC), Springfield, MA

Project Engineer. Since 2021, Hazen has developed a Source Water Monitoring Plan for the Commission's primary water supplies. Each year Hazen provides a comprehensive review of the data and optimizes the monitoring program based on its performance and feedback from the Commission. In addition to the monitoring plan, our team is assessing and mapping submerged aquatic vegetation (SAV) in two drinking water reservoirs; two complementary techniques are being used to produce a series of SAV maps that can be utilized for management plan development, decision support, and performance assessment of management actions.

New Hampshire Department of Environmental Services Statewide Cyanobacteria Assistance, NH

Project Engineer. Develop Water Treatment Optimization Plans for NH public water system to enhance early detection, optimize treatment processes, and mitigate risks through a holistic, source-to-tap approach. Specific tasks includes: data collection and analysis; monitoring plan development; monitoring and treatment optimization trigger selection; report writing; workshop preparation.

Baxter WTP Algae Sampling Phase 1, Philadelphia Water Department, PA

Project Engineer. Investigate phytoplankton as disinfection byproduct precursors: phytoplankton's role in DBP formation; variability across

phytoplankton groups; environmental factor influences on DBP formation; impact on water treatment strategies.

Highland Reservoir LT2 Compliance Project, City of Rochester, NY
Assistant Engineer – Water Quality Analysis and Modeling. Conducting water quality modeling to evaluate disinfection by-product (DBP) formation and chlorine residual levels for compliance alternatives. Analyzing water quality data and providing recommendations for open reservoir maintenance techniques. Supporting the development of preliminary concepts for reservoir decommissioning and alternative solutions. Also contributing to report writing, alternative analysis, and project management tasks, ensuring alignment with regulatory requirements (LT2, Stage 2, LCRR/LCRI) and water quality standards.

Sweetwater Reservoir Technical Support, Sweetwater Authority, San Diego County, CA

Project Engineer. Refine and optimize the algaecide treatment approach to minimize impacts and improve water treatment efficacy during the current growing season. Identify the root causes of HABs to support the development of a more sustainable, preventative management strategy.

Experience Prior to Hazen

Richardson Lab, Cornell University, Ithaca, NY

Graduate Research Assistant. Accomplishments included:

- *Developing a Rapid Molecular Harmful Algal Blooms (HABs) Monitoring Tool:* Identified the cyanotoxin producer, Microcystis, in the Finger Lakes area; Collected HABs and background lake surface and subsurface water samples; Evaluated the performance of a handheld qPCR machine for quantifying the Microcystis abundance; Analyzed the sensitivity and specificity of qPCR methods for detecting high cyanotoxin HABs; and Contributed to securing New York Sea Grant and Puerto Rico Sea Grant funding for biomonitoring coastal waters for aquatic invasive species, fecal contamination source tracking markers, and toxic cyanobacteria.
- *Developing On-Site and Fast HABs Microscopic Monitoring Tool – Funded By the USDA:* Fostered local and international volunteer networks for HABs data collection; Prepared map to display sampling location and the number of samples; and Developed predictive models (classification trees, logistic regression, power law regression) in Python to evaluate water quality according to the federal and state environmental regulations.
- *Understanding Connections Among Morphology, Genomics, and Cyanotoxin Production of Microcystis in Finger Lakes Region:* Identified cyanotoxin geographic and temporal patterns in two lakes via statistical tests and data visualization in R.



Alexander Paul

Assistant Engineer I

Mr. Paul specializes in drinking water quality, with extensive experience studying lead particle behavior and treatment optimization. He has led and contributed to multiple EPA research initiatives, combining advanced analytical methods with practical system level support to help communities improve water safety and infrastructure resilience.

Education

MS, Environmental Engineering,
University of Cincinnati, 2025

BS, Environmental and Ecological
Engineering, Purdue University,
2021

Certification/License

Engineer-in-Training

Areas of Expertise

- Water quality sampling and analysis
- Lead (Pb) chemistry in drinking water
- Corrosion control
- Data analysis
- Various scientific instruments (ICP-MS, SEM)

Experience

- 3 total years
- <1 year with Hazen

Professional Activities

New York American Water Works
Association

Experience Prior to Hazen

Pb Research, U.S. Environmental Protection Agency, Cincinnati, OH
Water Quality Researcher. As a contractor for the US EPA, worked on research understanding how soluble and particulate Pb interacts with various water quality parameters. Investigated the role corrosion control had on Pb particle formation, size, and behavior, as well as how such qualities change as temperature was altered. This work included developing an experimental approach, running experiments, conducting analysis via various scientific instrumentations such as ICP-MS and SEM, interpreting the results of the analysis, and deciding the next steps in the research. Alongside this research, field work was done with communities facing lead action level exceedances to assist with improving their corrosion control treatment and help bring them back into compliance. This included a filter study, where we analyzed the certified lead removing filters provided by the community to their effected residents to prove that their new corrosion control treatment plan will not create lead nanoparticles and the filters will remain effective at protecting the public.

Manganese Project, U.S. Environmental Protection Agency, Cincinnati, OH

Water Quality Researcher. As a contractor for the US EPA, worked with a community suffering from very high manganese levels in their drinking water. Work included communicating with the community to understand their system, setting up sampling locations to capture an accurate snapshot of their distribution system, monthly water sampling, recommendations on changes that can reduce manganese, then follow up monitoring. The community ultimately decided to switch source water from a groundwater source to a surface water source, and our monitoring showed that change resulted in an almost instantaneous decrease in manganese at all sample sites with no issues from the pipe scaling.

Legionella in a Home Plumbing System, U.S. Environmental Protection Agency, Cincinnati, OH

Water Quality Researcher. As a contractor for the US EPA, assisted with an ongoing research project studying legionella inside a model home plumbing system. Research was investigating how fast legionella returns to plumbing fixtures after various treatments, such as increasing water heater temperature. Work included routine flushing, sample collection, bench scale analysis, R2A plating, and data analysis.



Ricky Wood

Assistant Engineer I

Mr. Wood is an Assistant Engineer in Hazen's Denver office specializing in water resources management. Using his background in water quality research, he supports source water protection planning initiatives, reservoir management recommendations, and water quality modeling efforts.

Education

BS, Environmental Engineering,
University of Colorado Boulder,
2024

Certification/License

Engineer-in-Training

Areas of Expertise

- Watershed management
- Source water protection planning
- Source water quality monitoring
- Preventative reservoir management

Experience

- 3 total years
- 2 years with Hazen

Source Water Monitoring Plan, Springfield Water and Sewer Commission, MA

Assistant Engineer. Hazen has developed a Source Water Monitoring Plan for the Commission's primary water supplies. Each year Hazen provides a comprehensive review of the data and optimizes the monitoring program based on its performance and feedback from the Commission. In addition to the monitoring plan, our team is assessing and mapping submerged aquatic vegetation (SAV) in two drinking water reservoirs. Two complementary techniques are being used to produce a series of SAV maps that can be utilized for management plan development, decision support, and performance assessment of management actions. Coupling SAV surveys and remote sensing techniques produces high spatial resolution maps, with key biological information, categorizing the current status of each system. Further, remote sensing will provide temporally relevant information on infestation spread that can be used for future protections and aid in key management design metrics.

Vly Creek Reservoir Algaecide Application Plan, Town of Bethlehem, NY

Assistant Engineer. Developed an algaecide treatment plan for the Town of Bethlehem's Vly Creek reservoir using both copper and hydrogen peroxide-based products. Primary concerns in Vly Creek Reservoir were around the generation of taste and odor (T&O) compounds such as geosmin and MIB by cyanobacteria. Treatment areas were delineated in GIS and then converted into dosing and product costs. Provided recommendations for a long-term preventative treatment approach as well as permitting guidance for hydrogen peroxide product application.

Weber West Water Campus Antidegradation Review. Weber Basin Water Conservancy District, UT

Assistant Engineer. Assisted with submitting an Antidegradation Review (ADR) to the State of Utah for discharge permitting of the proposed West

Weber Water Campus during design. Included developing a report outlining the impact of the project on total phosphorus loads in Willard Bay. A model was developed to estimate total phosphorus loads into the bay with and without the addition of the new water campus. External loads were estimated using upstream discharges, while internal loads were estimated using the Lake Loading Response Model. The report concluded that direct impacts to total phosphorus concentrations in Willard Bay from the project would be minimal under the proposed effluent limit.

Hypolimnetic Oxygenation System Evaluation, Henry's Fork Foundation, ID

Assistant Engineer. Completed a preliminary analysis for the implementation of a hypolimnetic oxygenation system in Island Park Reservoir, located on the Henry's Fork River in eastern Idaho. The primary driver behind implementing an oxygenation system is to improve habitat within the reservoir for cold water trout species, which drive a substantial recreational fishing economy in the region. Four oxygenation systems were assessed for their ability to deliver oxygen to the target area at the required scale, with consideration given to upfront costs, operations and maintenance, feasibility, and water quality outcomes. Additionally, a series of additional source water and watershed management recommendations were provided to address other water quality conditions noted during the project, including high total phosphorus and cyanobacteria blooms in the reservoir.

Quail Lake System Algaecide Application Plan, Washington County Water Conservation District, UT

Assistant Engineer. Developed a dosing and application plan for hydrogen peroxide algaecide treatment of Sand Hollow Reservoir and Quail Creek Reservoir. Included analysis of bathymetry and diver surveys to interpolate areas requiring treatment, mapping of treatment areas in GIS, and dosing for individual treatment areas. Algaecide application was completed using a granular production in 2024 and a liquid product in 2025. Both application methods were designed to target the primary growth zone at around 30 feet depth. Worked with an algaecide applicator and WCWCD in 2025 to inform the client on how best to complete an application of liquid product at significant depths.

Marston Forebay Taste and Odor Characterization Plan, Denver Water, Denver, CO

Assistant Engineer. Hazen developed a Taste and Odor Characterization Plan to better understand the seasonal occurrence of algae/cyanobacteria and respective secondary metabolites in Marston Forebay. The plan aims to identify the root cause of these metabolites, outline a proactive management approach, better inform long-term data collection needs, and minimize in-plant operational challenges. A Power BI Dashboard was developed to quickly compile and analyze this data, ensuring accessibility across the organization. The dashboard has been instrumental in keeping all departments informed and aligned throughout the project's duration.



Hazen

Hazen and Sawyer
462 Broadway • Saratoga Springs, NY 12866

Contract #: 2026-0302

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: Parks and Recreation A7410

Date Submitted: 02/27/2026

Contact Person: [Alexandra Robert]

Contact Phone: 518-655-7947

Vendor Info: Backyard Sheds & Gazebos, Inc.

Estimated Amount: 28881.00

Scope of Services: Lawson Lake Shed

Budget Line Item: HHYA

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy

Albany County Executive

Bruce A. Hidley

Albany County Clerk

Joanne Cunningham, Chairwoman

Albany County Legislature



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
James Halios Acting Commissioner
Alexandra M. Robert, Deputy Commissioner

Memorandum

TO: Hon. Daniel P. McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman of the Legislature
Hon. Bruce Hidley, County Clerk

FROM: James Halios, Commissioner

RE: Contract Request for Storage Shed at Lawson Lake County Park

DATE: February 27, 2026

Dear Mr. McCoy, Ms. Cunningham and Mr. Hidley,

The Department of Parks & Recreation respectfully request authorization for Albany County to enter into a contractual agreement with Backyard Sheds & Gazebos to purchase a new storage shed at Lawson Lake County Park. The requested contract term is April 1, 2026 to December 31, 2026 the amount of \$28,881.00

The previous storage shed at Lawson Lake was removed due to significant deterioration and structural decline. The new shed will provide secure, organized storage for essential mechanical equipment—including the zero-turn mower and gator—as well as lake-related items such as kayaks, rowboats, and life preservers.

Please call at 518-655-7948 if you have any questions.



From: Penn, George George.Penn@albanycountyny.gov
Subject: Fwd: Modular Garage
Date: Feb 23, 2026 at 2:57:34 PM
To: gpenn1@me.com

Sent from my iPhone 16 Pro Max

Begin forwarded message:

From: "Penn, George" <George.Penn@albanycountyny.gov>
Date: February 10, 2026 at 1:25:35 PM EST
To: Info@shedsoffortann.com ← company name
Subject: Modular Garage
no response

Good afternoon!

My name is George Penn and I work at Albany County Parks and Recreation Department. I am requesting a quote for a 24'x32' SmartSide Modular Garage.

Specifications are provided below:

1. Siding: SmartSide with a 50-year manufacturer warranty.
2. Flooring: pressure treated 4x4 runners, 2x4 joists (12" on center), pressure treated plywood
3. Two - 9'x7' raised panel steel overhead doors
4. Four - 24"x27" windows with screens and shutters
5. Entry Door - fiberglass double doors
6. 2.5" miratex corners
7. 2"x6" rafters 12" on center
8. 15'6" partition wall
9. 30 year architectural shingles
10. 7' interior wall weight
11. 2- pressure treated ramps with diamond plates
12. 8" gable overhang on the back

I'm looking to get a quote by call of business on 2/10.

Thank you for you time!

George J. Penn
Albany County

Confidentiality Notice: This fax/e-mail transmission, with accompanying records, is intended only for the use of the individual or entity to which it is addressed and may contain confidential and/or privileged information belonging to the sender, including individually identifiable health information subject to the privacy and security provisions of HIPAA. This information may be protected by pertinent privilege(s), e.g., attorney-client, doctor-patient, HIPAA etc., which will be enforced to the fullest extent of the law. If you are not the intended recipient, you are hereby notified that any examination, analysis, disclosure, copying, dissemination, distribution, sharing, or use of the information in this transmission is strictly prohibited. If you have received this message and associated documents in error, please notify the sender immediately for instructions. If this message was received by e-mail, please delete the original message.

Hello George,

Quote II

Thanks for your inquiry and patience.

The GARAGE price below includes:

24' x 32' detached garage

8' framed walls, 2x6 framing, 16" on-center (actual wall height approx 8' 8", assuming your foundation has a frostwall)
no upper level

6/12 symmetrical pitch

one double entry prehung door, moderate insulation, fiberglass, without windows

two garage doors, 9' wide x 7' high, without openers, insulated, without windows, no decorative hardware

four windows, 24" x 27", white vinyl, single hung, moderate insulation, with shutters

partition wall, details to be worked out

30-year architectural asphalt shingles over tar paper

vinyl siding over housewrap

ridge and soffit vents

The EXCAVATION & CONCRETE is NOT included: We're assuming a frost-protected foundation, consisting of footer, frost-wall, and slab, to be provided by you or your contractor. Before you install the foundation, we'd like to have a conversation about the design.

PRICING

\$ 59,000 pretax.

2nd
quote

> Price good for 30 days.

> Deposit is \$ 5,000 to make an order, and we'll order architectural drawings and work towards a building permit.

> We are currently booking for construction completion Spring 2026.

We are not house builders, and we do not offer finishing out any living quarters.

Does not include:

driveway work

concrete and excavation

building permit

legal fees, i.e. rezoning, surveys, conservation issues, variance, special permits, etc... (if applicable)

finish excavation/landscaping

interior walls

interior finishing

insulation

gutters

electrical wiring

plumbing

sales tax (if applicable)

ResCheck

This quote is assuming that this job does NOT get prevailing wages.

Please let me know what questions you may have.

Looking forward to working with you. Thanks!

Glenn Martin, sales

email: sales@hometownstructures.com

web: www.hometownstructures.com

413-233-4996

ESTIMATE

Backyard Sheds & Gazebos
1208 US Route 9W
Selkirk, NY 12158

Info@backyardshedco.com
+1 (518) 767-2671
www.backyardshedco.com



Bill to

Albany County Parks & Recreation

Ship to

George Penn
Albany County Parks & Recreation
293 Lawson Lake Road
Feura Bush, NY 12067

Estimate details

Estimate no.: 1205

Estimate date: 02/20/2026

Expiration date: 03/20/2026

#	Product or service	Description	Qty	Rate	Amount
1.	24x32 Modular Garage	SmartSide (50-yr manufacturer warranty, mold, mildew, termite resistant) 7' sidewalls 3' entry door 4-24"x27" windows 2-9x7 solid raised panel garage doors (can substitute for dbl doors) w/p.t. ramps 8" gable overhang 2"x6" rafters 12" on center GAF Timberline Architectural Shingle 2.5" miratec corners 15'6" partition wall p.t. 4x4 runners p.t. 2x4 floor joists (12" on center) p.t.plywood Free Delivery & Setup	1	\$32,090.00	\$32,090.00

Subtotal \$32,090.00

Discount 10% -\$3,209.00

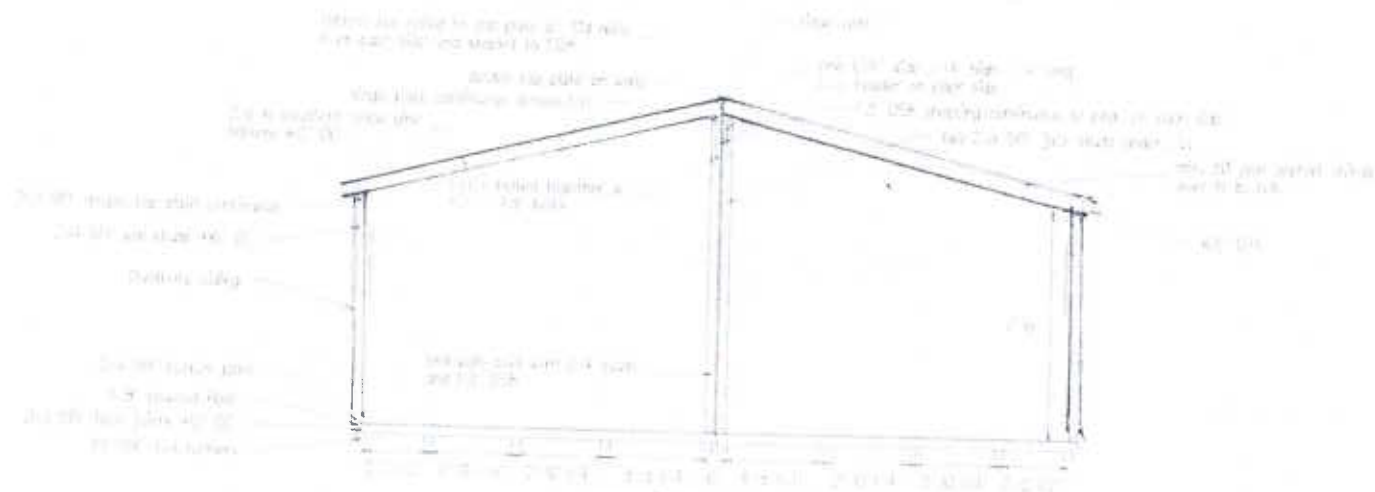
Total \$28,881.00

Note to customer

Customer will provide a level foundation for the building, crusher run is recommended
4-6 week turnaround

Deposit due \$4,332.15

Expiry date 03/20/2026



FRONT CROSS SECTION



SIDE CROSS SECTION



COMPANY:
Backyard Sheds
1208 US Route 9 West
Selkirk, NY 12158

PROJECT:

DRAWING:
Auer 24x26 modular garage

SCALE:
not to scale

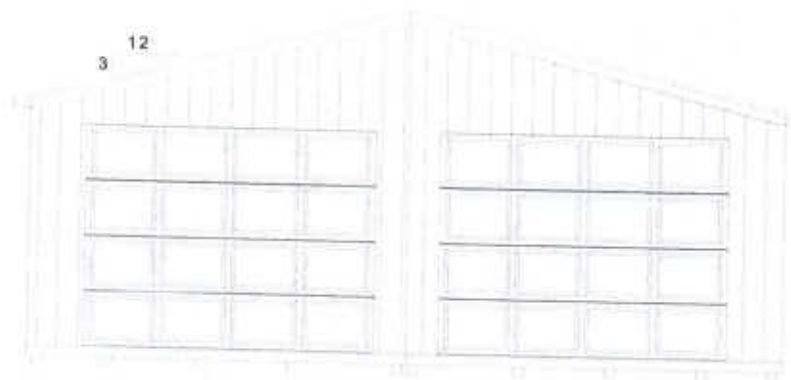
NOTES:
Floor live load: 40 PSF
Snow load: 50 psf
Wind load: 90 mph
Weathering: severe

Termite: moderate to heavy
Decay: slight to moderate
Flood Hazard: see local flood maps
Design Code: IRC 2010 NY St

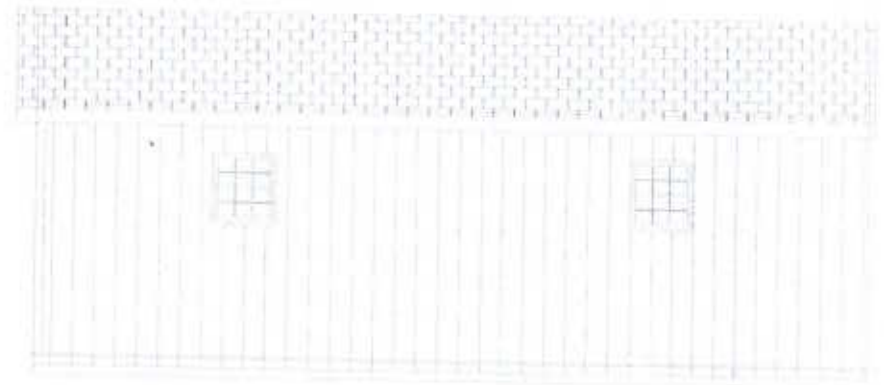
DRAWN BY: A.R.S.

DATE: 4/27/2011

APPROVED BY:



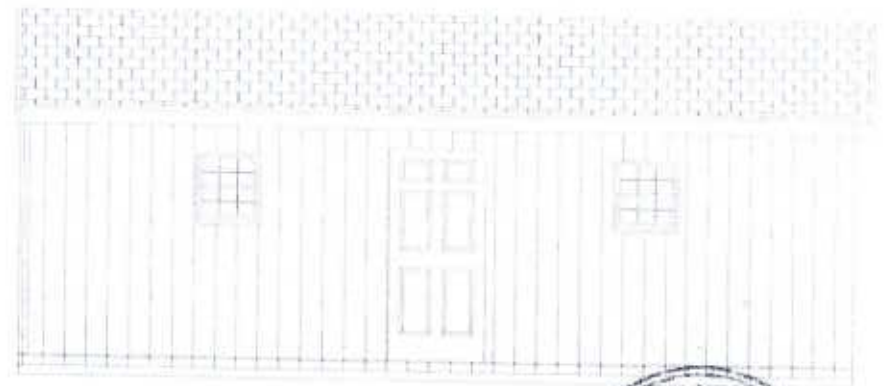
FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

COMPANY:
Backyard Sheds
1208 US Route 9 West
Selkirk, NY 12158

PROJECT:

DRAWING:
Auer 24x26 modular garage

SCALE:
not to scale

NOTES:

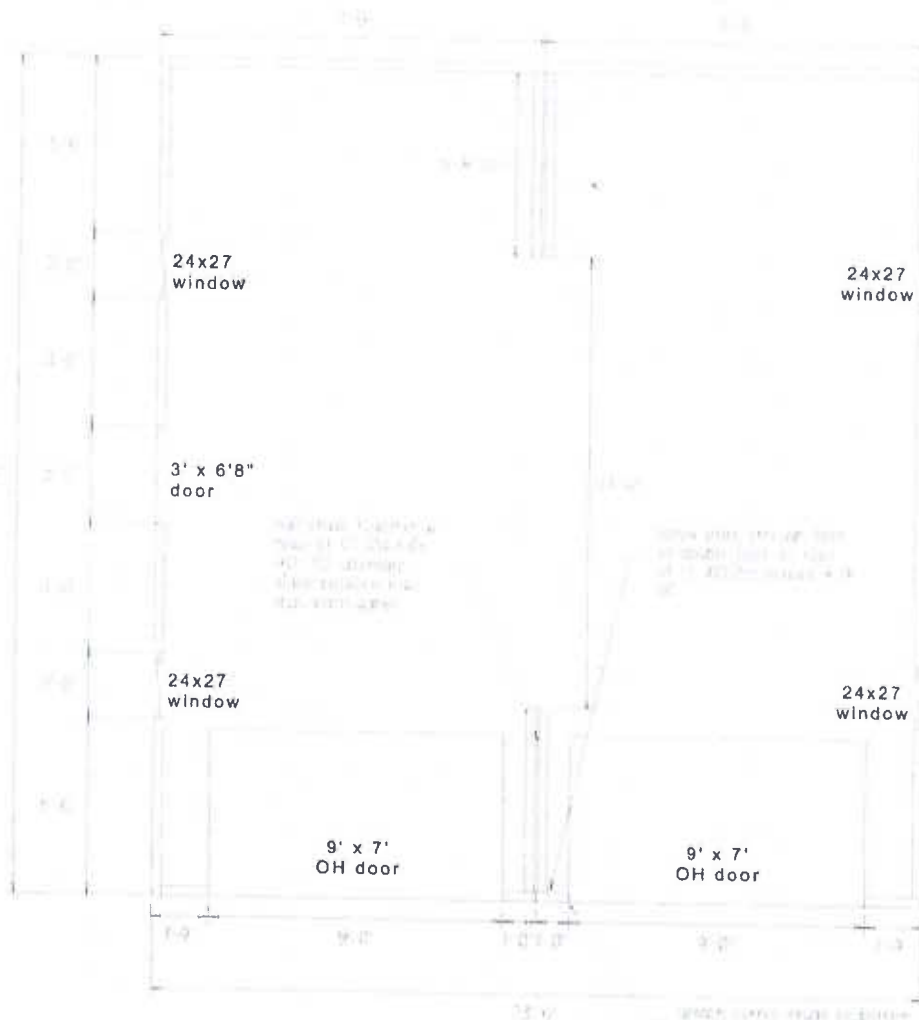
Snow load: 50 psf
Wind load: 90 mph
Weathering: severe

Termite: moderate to heavy
Decay: slight to moderate
Flood Hazard: see local flood maps
Design Code: IRC 2010 NY SI



DRAWN BY: A.R.S.
DATE: 4/27/2011

APPROVED BY:



FLOOR PLAN



COMPANY:
Backyard Sheds
1208 US Route 9 West
Selkirk, NY 12158

PROJECT

DRAWING:
Auer 24x26 modular garage

SCALE:
not to scale

NOTES:
Floor live load: 40 PSF
Snow load: 50 psf
Wind load: 90 mph
Weathering: severe

Termite: moderate to heavy
Decay: slight to moderate
Flood Hazard: see local flood maps
Design Code: IRC 2010 NY St

DRAWN BY: A.R.S.

DATE: 4/27/2011

APPROVED BY: