

Contract #: 2026-0967

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Sheriff's Office A3110

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Main Motorcar, Inc.

Estimated Amount: 40686.70

Scope of Services: DURANGO EMS

Budget Line Item: A93110.22400

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

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

DIGITAL SIGNATURE PAGE

Page 1 of 1

Document ID: 123456789

Version: 1.0

Date: 2023-10-27

Author: John Doe

Reviewer: Jane Smith

Approved: Yes

Comments: None

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

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Signature: [Redacted]

Signature: [Redacted]

Signature: [Redacted]

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Document ID: 123456789

Version: 1.0

Date: 2023-10-27

Author: John Doe

Reviewer: Jane Smith

Approved: Yes

Comments: None



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Dennis Wood, Commander- EMS
Albany County Sheriffs Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 8, 2026

RE: RFQ # 2026-075 Dodge Durango Pursuit

I am in receipt of your recommendation to award the aforementioned to Main Motorcar in the amount of \$40,686.70

As Main Motorcar is the lowest responsible and responsive bidder with pre-existing inventory, I concur with your recommendation.

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

RFQ 2026-075 Tabulation
Dodge Durango Pursuit

Vendor	Falls Dodge dba Joe Cecconi's Chrysler	Falls Dodge dba Joe Cecconi's Chrysler	Main Motorcar	Nielsen of Morristown
Vehicle	2026 Dodge Durango	2026 Dodge Durango	2026 Dodge Durango	2026 Dodge Durango
Price	\$ 40,935.26	\$ 40,612.75	\$ 40,686.70	\$ 39,882.63
In stock/order	Order	Order	In Stock	Order
Exterior Color	dlr did not specify	dlr did not specify	White	dlr did not specify
Deviations from bid	None	No center floor console	None	None

Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

Form B (Single OEM Vehicle): Mini-Bid Response

Form Revision: 04/29/2025

Part A: Mini-Bid and Contractor Information		Contractor Response
1.0	Mini-Bid Questions	
1.1	Mini-Bid Reference Number (e.g. 12345; see the Mini-Bid Request)	RFQ-2025-076
1.2	Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? <i>(click on yellow box and use drop-down menu)</i>	Purchased
1.3	Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	No, Part B of this form has been left blank.
1.4	Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? <i>(click on yellow box and use drop-down menu)</i>	Yes, Part C of this form has been completed.
2.0	Contractor Information	
2.1	Full Legal Business Name, including DBA if applicable	HOWELL & PIERSON DBA MAIN MOTORCAR
2.2	OGS Contract Number (e.g., PC12345)	PC68941
2.3	Federal Employer Identification Number / FEIN (e.g. 14-1234567)	14-1288470
2.4	NYS Vendor ID Number (e.g., 1000012345)	1100022298
3.0	Primary Contact Information	
3.1	Contact Name	GEORGE KLINE
3.2	Contact Email	GKLINE@MAINMOTORCAR.COM
3.3	Contact Phone (1)	518-762-3183 EXT 223
3.4	Contact Phone (2)	
4.0	Secondary Contact Information	
4.1	Contact Name	CLARE ECHEVARRIA
4.2	Contact Email	CLARE@MAINMOTORCAR.COM
4.3	Contact Phone	518-762-3183 EXT 231

Part B: Vehicle(s) Built to Specifications offered for Mini-Bid		Contractor Response
1.0	General Questions (Built to Spec)	
1.1	Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? <i>(Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request)</i>	
1.2	Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made.	
1.3	Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer.	
1.4	If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? <i>(click on yellow box and use drop-down menu)</i>	

Main Motorcar BID

2.0	Vehicle Offered (Built to Spec)	
2.1	Model Year (e.g., 2023, 2024)	
2.2	Make (e.g., Ford, Chevrolet, Dodge)	
2.3	Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL)	
2.4	Model Code (the OEM code used to identify a particular subset of a Vehicle Model)	
2.5	Drive Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Drive Type is not included in the drop-down menu, enter it here	
2.6	Fuel Type <i>[click on yellow box and use drop-down menu]</i>	
	If the offered Fuel Type is not included in the drop-down menu, enter it here	
2.7	Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A."	
3.0	Additional Information (Built to Spec)	
3.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
4.0	Vehicle Price Worksheet (Built to Spec)	Price
4.1	NYS Base MSRP	
4.2	NYS Discount <i>[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055]</i>	
4.3	NYS Base Price <i>[Automatically calculated: NYS Base MSRP minus NYS Discount]</i>	\$0.00
4.4	NYS Aftermarket Components Price <i>[If there are no Aftermarket Components, leave blank]</i>	
4.5	NYS Price for the Vehicle <i>[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]</i>	\$0.00
4.6	Number of Vehicles <i>[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]</i>	
4.7	Total Price for Mini-Bid <i>[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]</i>	Enter Pricing

Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

1.0 General Questions (Pre-Existing)		Contractor Response
1.1	Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? <i>(click on yellow box and use drop-down menu)</i> <i>(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).</i>	Yes
1.2	Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see Section 2.42 Procurement Method, Paragraph G. Timeframe for Offers in Mini-Bids)? <i>(click on yellow box and use drop-down menu)</i>	Yes
1.3	If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? <i>(click on yellow box and use drop-down menu)</i>	No
2.0 Additional Information (Pre-Existing)		
2.1	If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A".	
N/A		
3.0 Vehicle Price Worksheet (Pre-Existing)		

(If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles).

Ref. #	Model Year	Make	Model and Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Final Assembly in USA?
(Example)	2023	Chevrolet	Traverse	CV14526	Blue Metallic	Dark Titanium	Cloth	FWD	Gasoline	\$41,500.00	5.00	\$39,425.00	\$1,500.00	\$40,925.00	Yes
001	2026	DODGE	DURANGO PPV	WDEE75	WHITE	BLACK	CLOTH/VINYL	AWD	Gasoline	\$48,099.00	15.66	\$40,566.70	\$120.00	\$40,686.70	Yes
002															
003															
004															
005															
006															
007															
008															
009															
010															
011															
012															
013															
014															
015															
Total Price for Mini-Bid														\$40,686.70	
Total Pre-Existing Vehicles Offered															1

Contract #: 2026-1177

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Emergency 911 A3020

Date Submitted:

Contact Person: [Tina Harris]

Contact Phone: 518-487-5435

Vendor Info: Priority Dispatch

Estimated Amount: 21,407.00

Scope of Services: Priority Dispatch System

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

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



Medical Priority Consultants, Inc.
dba Priority Dispatch Corp
110 S Regent St Ste 500, Salt Lake City, UT, 84111-1997, US
Phone: (801) 363-9127 Fax: (801) 746-5879
www.prioritydispatch.net
accounting@prioritydispatch.net

INVOICE

Invoice Number	SIN439799
Invoice Date	05/28/2026
Service Dates	06/10/26 - 06/09/27
Agency ID	1334

Billing Address

Albany County 911
994 Madison Ave
Albany, NY 12208
United States

Shipping Address

Albany County 911
994 Madison Ave
Albany, NY 12208
United States

Customer Reference	Quote #	PO #	Invoice Currency	Invoice Series	Due Date
	Q-79953		USD	Invoice 1 of 1 (Yearly)	06/27/2026

Product Name	Discipline(s)	Quantity	Total
Priority Dispatch System Annual Maintenance (B) <i>Priority Dispatch System Annual Maintenance (B) License Renewal, Service & Support</i>	Medical	24	\$ 17,280.00
AQUA ESP <i>AQUA ESP License Renewal, Service & Support</i>	Medical	5	\$ 2,475.00
Priority Dispatch Protocol Cardset ESP <i>Priority Dispatch Protocol Cardset ESP License renewal, service and support</i>	Medical	28	\$ 1,652.00
Net Total			\$ 21,407.00
Tax Total			\$ 0.00
Invoice Total			\$ 21,407.00

Payment Detail

FEDERAL TAX ID# 87-0447422

Check payments:

Medical Priority Consultants, Inc. dba Priority Dispatch Corp.
P.O. Box 30847
Salt Lake City, UT, 84130-0847

Wire/ACH payments:

Medical Priority Consultants, Inc. dba Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111

Account Number: 002226546
Routing Number: 124000054
Swift Code: ZFNBUS55
Bank Name: Zions First National Bank

Credit Card payments: please visit <https://payment.prioritydispatch.net>

• (a 3% fee will be added for all credit card charges over \$5K)

Remittance Email: finance@prioritydispatch.net

Questions or Corrections: accounting@prioritydispatch.net



Medical Priority Consultants, Inc.
dba Priority Dispatch Corp
110 S Regent St Ste 500, Salt Lake City, UT, 84111-1997, US
Phone: (801) 363-9127 Fax: (801) 746-5879
www.prioritydispatch.net
accounting@prioritydispatch.net

INVOICE

Invoice Number	SIN439799
Invoice Date	05/28/2026
Service Dates	06/10/26 - 06/09/27
Agency ID	1334

Invoice Date	Invoice Total Before Tax	Outstanding Balance	Invoice Status	Paid Date
05/28/2026	\$ 21,407.00	\$ 21,407.00	Complete	

Contract #: 2026-0583

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: County Clerk A1410

Date Submitted:

Contact Person: [Geraldine Gould]

Contact Phone:

Vendor Info: Info Quick Solutions Inc

Estimated Amount: 96000.00

Scope of Services: AGREEMENT BETWEEN THE COUNTY OF ALBANY AND INFO QUICK SOLUTIONS INC FOR CONTINUATION TO THE CLERK'S OFFICE CASHIERING SCANNING & INDEXING SYSTEM

Budget Line Item: 44046

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

COUNTY OF ALBANY, N.Y.
OFFICE OF THE COUNTY CLERK

INTEROFFICE MEMORANDUM

To: Hon. Daniel McCoy, County Executive
Hon. Joanne Cunningham, Chair, County Legislature
Hon. Bruce A. Hidley, County Clerk

From: Geraldine M. Gould, Exec Deputy County Clerk

Subject: CAB Contract Approval with Info Quick Solutions Inc. for
the County Clerk Cashiering, Scanning & Indexing System,
renewal

Date: May 26, 2026

Attached is the IQS Records Management Software Summary, along with a copy of our contract with the vendor to continue to provide us with our County Clerk Cashiering, Scanning and Indexing System. Our contract with IQS was renewed in June 2020 (contract# 5709 of 2020).

We have been using this system with IQS since November 2015. At that time, they converted our old database and provided us with numerous new features, allowing us to improve document processing of all Land and Court records in our office, including expanding online access for the public. This software system is proprietary, and no other company can offer the maintenance service they provide. They have continued to improve their system and update us on a regular basis. They have also given us the ability to eFile and eRecord documents, lowering the amount of traffic into the office.

We would like to continue this relationship, and the price has remained the same (\$96,000/yr.) with 90% of the online web revenue generated to the County.

We request approval for the first 1-year renewal period, per the terms of our contract #2025-0506, with no change in current pricing.

The County Clerk has appropriated the funds in the 2026 Budget in A1410.44046 Fees for Services. The fiscal impact is 100% County. This is Sole Source per attached letter.

Thank you for your attention to this matter, and please feel free to contact me if I can provide any further information.



Info Quick Solutions, Inc.
7460 Morgan Road • Liverpool, NY 13090
briano@iqsworks.com • (800) 320-2617

April 20, 2026

Hon. Bruce Hidley
County Clerk
16 Eagle Street
Albany, NY 12207

Dear Mr. Hidley:

As you know, our contract for a proprietary Cashiering, Scanning, and Indexing System for the Albany County Clerk's office is due to expire 5/31/2026.

Our software suite (Solution) is proprietary, and no other company can offer the maintenance services we provide. IQS provides all services in-house and does not use any resellers.

We at IQS have enjoyed our partnership with the Albany County Clerk's office. During this time, we have produced many results together, including:

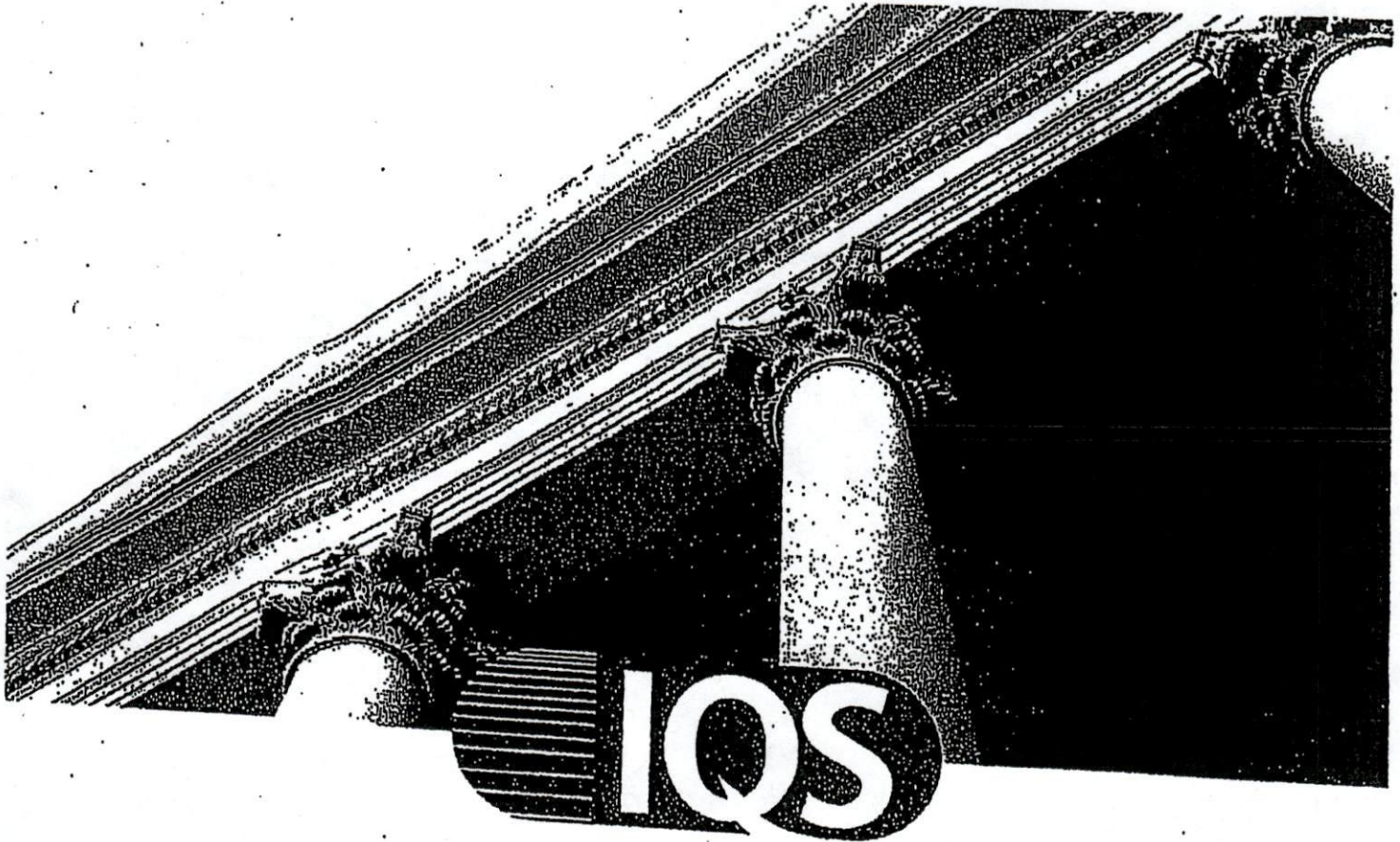
- Streamlined and integrated E-Filing process
- Implemented Electronic Recording of Land records, improving document processing efficiency and turnaround
- Modernized the Pistol Permitting process with card based licensing and electronic tracking system
- Provided modern online records search which increased constituent access to records and created a revenue stream for the County
- Provided backfile conversion of paper records into the County Clerk system
- Implemented electronic processing of real property transfer records to the Office of Real Property and Town Assessors

We at IQS would like to continue our relationship and would like to exercise the first of four (4) optional 1-year renewals. We will hold your current pricing and terms. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Owens". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Brian J. Owens
Vice President of Sales



**Records Management Software Summary
Albany County, NY**

May 7, 2020

Info Quick Solutions, Inc.
7460 Morgan Rd. Liverpool, NY 13090
briano@iqsworks.com | (800) 320-2617



I. Executive Summary

Info Quick Solutions, Inc. (IQS) is pleased with the prospect of continuing our business relationship with the Albany County Clerk's Office.

It has been a privilege to serve Albany County over the past 5 years and many other New York State County Clerks over the past 20 years. During that time, we have established a track record of excellent service, quality products, and innovation. We have delivered many software updates and enhancements consistent with our commitment to continuous improvement.

Our proprietary software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. The system includes value-added features which further increase efficiency and streamline office functions to fee, index and image public land, court, pistol permit, and veterans' records.



Company Profile

IQS is a privately-held, veteran-owned, debt-free New York State corporation specializing in records management services. Our founder, Bernie Owens, has more than 40 years of experience in the field and has spearheaded numerous industry innovations throughout his career.

Our Liverpool, NY facility includes a state-of-the-art microfilming and imaging lab, indexing department, support center, programming staff, and data center. We employ approximately 50 people, representing many collective years of experience. We pride ourselves on high staff retention, which correlates to our excellent customer service and ability to innovate.



II. Solution

A. System Overview

Our software suite, Solution, integrates all office functions into a user-friendly and easily-adaptable interface. It is designed using Microsoft .NET technologies.

The application logic resides in modules that are independent of both the database and the user interface. This architecture allows functionality to be delivered to both Windows desktop clients and Intranet/Internet Web clients.

The system features a flexible workflow that can be adjusted as the situation demands. Administrators may easily identify the status of all documents via a real time "Work Status" console which facilitates ad hoc adjustments to workflows.

Users can scan documents at any time during the workflow, including prior to recording.

1. Technology Architecture

Program: Microsoft .NET

Database: Oracle 12c

Server: Windows Server 2014 or higher

Workstation: Windows 10 Professional

IQS does not use any proprietary hardware. We can provide hardware recommendations based on our experience with a variety of devices.

2. Security

The application security model uses a familiar users and groups structure. User access to screens and/or specific functions on a screen is easily controlled within the system. Sealed documents require users to have additional security credentials.

The system requires a username and password for access. Security levels are controlled by the system administrator using a flexible administrative interface within the program. Various access levels are granted for processing rights such as scanning, indexing, cashiering, reporting, and searching. Additional access levels are granted for supervisory functions such as voiding, revising/editing transactions, rescanning, deleting records, etc.

The system maintains extensive audit logs which record all modifications made to transactions and the administrative tables.



B. Software Features

1. Data Entry

Data entry screens are optimized for efficiency and accuracy. Where appropriate, data fields have auto-fill or select lists to minimize keystrokes. Repeated data may be carried over from one screen to the next, from one document to the next, or held in a clipboard ring. Validation and auto-cleanup rules may be applied to fields to ensure consistency of data. Document screens automatically reconfigure to show fields specific to the current document.

2. Fees

Fee formulas may be configured for document groups or individual document types. Fee line items may be exempted or overridden. Pricing for fees (cost per page, per name, etc.) is easily changed by an authorized user. Receipts may be configured to print in either detail or summary mode.

3. Cashiering

The system contains a fully integrated cashiering module. All tax and fee calculation methods are supported.

Main features include:

- Ability to optionally fully index a document at the counter
- Ability to optionally scan at the counter
- Easily rearrange documents on a receipt prior to recording
- Ability to quickly enter multiple documents of the same type (e.g. tax liens)
- Ability to suspend a transaction
- Ability to automatically generate rejection letters
- Ability to automatically generate certified copies
- Simple one-click method to manage apportionments
- Integration with Quick Books
- Integration with financial packages (e.g. MUNIS)



4. Indexing

Indexing can be performed at either the cashling stage or later. The indexing module features a queue whereby the user either predefines attributes of the documents to be indexed (e.g. deeds only) or simply requests the next document in the queue.

Main features include:

- Optimized screen layout for indexing from the scanned image
- Dual monitor support
- Multiple devices to facilitate more efficient indexing (lookup tables, repeat keys, etc.)
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

5. Verification

The verification module provides ultimate flexibility for the user. The system supports sight, key, and combination verification options. Selection criteria may be defined by the user in the same manner as the indexing module.

Main features include:

- Optimized screen layout for verifying from the scanned image
- Dual monitor support
- User-defined filters for record selection
- One-click access to view document receipt from the screen
- Easily regenerate a cover page from the indexing screen when information initially entered at the counter was inaccurate

6. Imaging

The system supports both single and batch scanning during any point in the workflow. The scanning module contains numerous automatic and manual cleanup functions as well as the ability to skip blank pages and automatically detect the page length.



7. E-Recording/E-Filing/E-Tax Warrants/Corporations

The system features full integration of E-Recording and is operational in 26 New York counties. IQS partners with the County's current E-Recording vendors.

The E-Filing module is seamlessly integrated with the NYSCEF system and is operational in 27 New York counties, with new counties being added on a regular basis.

IQS has partnered with the New York State Department of Tax and Finance to receive Tax Warrants, Satisfactions, and Vacates electronically, saving the County a tremendous amount of time.

Corporations may also be electronically filed with a few clicks of the mouse.

8. Public Search

The in-office public search module is simple enough for the average user, yet powerful enough for the professional.

Main features include:

- Ability to view results in index or document mode
- Ability to simultaneously search multiple names, document types, and municipalities
- Ability to search names on both sides of a document (e.g. Deed where John Smith is the Grantor and Mary Jones is the Grantee)
- Document cart for easy printing of entire documents or specific pages
- Supports escrow or drawdown accounts for document printing
- Features document queue for the general public prints, allowing prints to be released when payment is collected.

The system also includes an internet access component. IQS handles customer support, maintenance, and fee collection. Public users will only see documents designated by the County Clerk; staff members can be given password-protected access to other data.

Images and data from the County's in-house production server are replicated and stored on a web server maintained at our Liverpool, NY facility. IQS maintains redundant FIOS lines to maximize system uptime and an automatic natural gas generator to provide service continuity.



9. Reporting

The application uses Crystal Reports as the main report engine. Reports can be printed or exported in several formats including Microsoft Word, Excel, ASCII, and PDF.

The Report Explorer module categorizes and displays the authorized reports for each user. Reports can be archived for future reference.

IQS will develop custom reports as needed at no extra cost to the County.

10. Archiving

A variety of archiving methods are available to ensure the permanence of the County's critical data. The system provides a simple method to prepare scanned images for conversion to archival microfilm. Images can be exported to a variety of formats suitable for archiving, including TIFF and PDF.

11. Pistol Permit Management

An integrated pistol permit management program is included in the proposed solution. This module prints permit cards, generates amendments, manages fee, and allows for document imaging.

12. Real Property Module

A Real Property module is provided whereby deeds and RP 5217 forms may be electronically submitted to the Real Property office for review and electronic delivery to local assessors. No paper needs to be generated during this process.

13. New York State Real Property Notification Law

Solution will calculate appropriate fees and generate property notification letters required by the State (Real Property Law §291) for residential deeds. Users are able to index all necessary fields.

The software is fully compliant with New York State law. IQS will make changes to adhere to future legislation at no charge to the County.



14. Fraud Alert

Fraud Alert allows users to sign up online and receive email alerts whenever a document, such as a deed or mortgage, is recorded under their name in the County Clerk's office. It gives homeowners peace of mind and allows them to quickly take action on unauthorized transactions. IQS offers this service at no cost to the County or its constituents. It is available at <https://searchiqs.com/fraudalert>.



C. Value-Added Considerations

In addition to the current office functions, these value-added considerations are available to the County at no charge.

1. Passport Transmittal

The proposed system includes a passport transmittal module that includes the ability to collect application fees and generate transmittals (normal and expedited).

2. Fines Module

The fines module enables the setup and collections of fines (DWI, DNA, etc.) The program features the ability to prioritize and automatically apply payments in the correct order. Payments flow directly into the AC909 report for further efficiency. The module also features a robust set of statistical and collections reports.

3. Data Integration

A great deal of information originating in the County Clerk's office is consumed by other departments, such as Real Property and Finance. IQS is eager to work with counties who wish to make that process more efficient and accurate. It is rare that these efforts result in extra fees.



D. Ongoing Services

1. Training and Support.

Unlimited training and support are included for the duration of the contract. This includes both remote and on-site methods, depending on the situation.

IQS provides email and toll-free telephone support Monday through Friday from 8:00 AM to 5:00 PM EST.

Our support procedure is as follows:

1. Call or email is received by technical support personnel
2. Severity level is determined
3. Support specialist responds within required time frame
4. Problem resolution

IQS responds to support calls in relation to problem severity. For example, mission critical failures such as the system being down will receive immediate action. IQS will respond to less severe issues within 1 hour.

2. Software Updates

Our philosophy is that software is never done. As a result, feature updates and enhancements are provided at no additional charge during the contract.

Historically, major updates have been delivered every six months. This occurs primarily through a VPN connection during non-business hours.

Our modular design provides users with ultimate flexibility. Although all customers receive the upgrades, features may be enabled or disabled based upon customer preference.

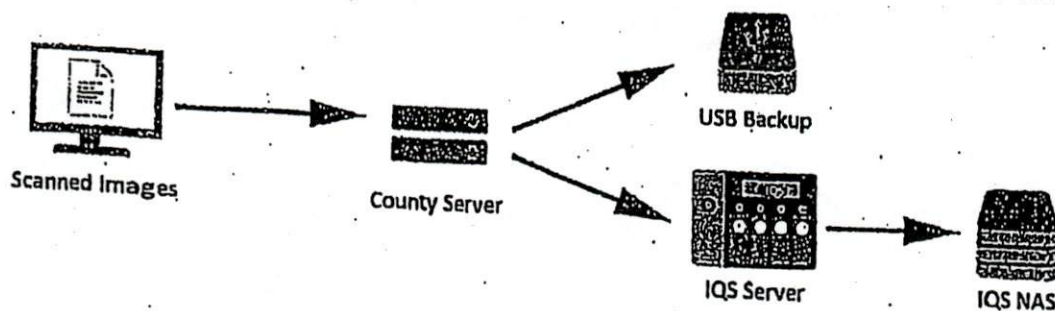
Since IQS maintains all customers on the current version of the software, there are no end of life cycle issues.

IQS utilizes several methods to keep customers current with any system changes or updates including user group meetings, our website, webinars, and email. When updates become available, IQS will contact the County Clerk to determine the best method to deliver the update or change. Updates could be delivered either remotely or on-site.

3. File Backup and Disaster Recovery

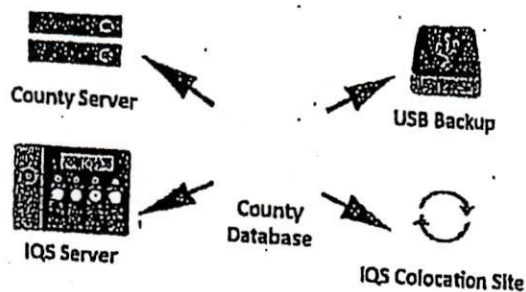
IQS has stringent backup policies in place to ensure the safety and security of the County's data.

IMAGE BACKUP



Images are immediately backed up to a USB backup drive on the server as they are scanned. They are simultaneously pushed across the Internet to our FTP site. Once a day, those images are backed up from our storage server over to our NAS. IQS verifies that all files are accounted for at the end of each month.

DATABASE BACKUP



IQS runs scripts that securely transmit the database over an encrypted VPN tunnel to our servers. There is also a copy that gets transferred over to an external hard drive at the client facility, a copy on the County server, and a copy at the IQS colocation site.

Our customers are not dependent upon IQS to run on a day-to-day basis. All processing is done at the client site. IQS maintains redundant fiber-optic lines as well as a gas-powered backup generator.

In the event of a system failure, IQS would provide remote access to the database while restoring local hardware and software.



Experience

As an industry leader in land records management, IQS has deep knowledge and expertise in the business operations of the County Clerk's office. We provide a wide range of solutions to municipalities of all sizes in New York, Pennsylvania, Connecticut, Rhode Island, Maine, and New Jersey. IQS has implemented more than 70 installations.

Solution

Our philosophy is that software is never done. Our software suite is constantly being improved upon to accommodate feedback from our customers and integrate industry changes. IQS has been on the forefront of new technologies, including E-Filing and E-Recording.

Albany County will continue to receive the expert consultation it has come to expect from IQS. As a full-service company, IQS has the resources and knowledge to develop creative solutions in partnership with the County. Additionally, we strive to develop relationships with other stakeholders including title professionals, the New York State Department of Taxation and Finance, and the New York State Office of Court Administration to deliver comprehensive technology solutions.

In addition to our best-in-class software suite, we deliver unlimited, world-class support. Calls to our office are answered by live people and routed to the appropriate support person, who is empowered to solve any problems that may arise.

Conclusion

IQS is excited by the opportunity to continue to provide the Albany County Clerk's Office with a system that can expand well into the future.

If you have any questions, feel free to reach out to Brian Owens, Vice President of Sales, at briano@iqsworks.com or (800) 320-2617.

SCHEDULE B
INSURANCE COVERAGE

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

Liability For:	Combined Single Limit
Property Damage	\$1,000,000.00
Bodily Injury	\$1,000,000.00
Personal Injury	\$1,000,000.00

Contract #: 2026-1172

Contract Type: standard

Contract Action: new

Procurement Type: RFP

Department: County Executive A1230

Date Submitted: 06/01/2026

Contact Person: [Wesley Hartmann]

Contact Phone: 518-447-7040

Vendor Info: Conley Realty Associates, LTD

Estimated Amount: Not to exceed \$220,000

Scope of Services: Real Estate Broker and Consultation Services

Budget Line Item: A91310-44046-10000

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

June 1, 2026

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

Honorable Bruce Hidley, County Clerk
Albany County Court House, Room 128
16 Eagle Street
Albany, New York 12207

Chairwoman Cunningham and County Clerk Hidley

I am writing to respectfully request authorization to enter contract with Cresa for real estate broker and consultation services. Cresa was chosen via their response to our RFP and grading by several staff. We hope to use their services to more efficiently evaluate the real estate market of Albany County and broker any necessary sales or purchases.

Compensation is to be commission based, to be paid by either landlord or seller, with the option of consultation at a rate between \$105 and \$300 per hour – All costs are not to exceed \$220,000.

Thank you for your consideration, please reach out if you have any questions.

Sincerely,

Daniel P. McCoy
Albany County Executive

SCHEDULE A

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES



RFP#2026-072

Real Estate Broker and Consulting Services

**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: Real Estate Broker and Consulting Services RFP NUMBER: 2026-072

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 #2026-072

Real Estate Broker and Consulting Services

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 #2026-072**

Sealed Proposals for **Real Estate Broker and Consulting Services** requested by Albany County Department of General Services 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, May 8, 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 April 16, 2026

Pamela O Neill
Purchasing Agent

Dated: **April 10, 2026**
Albany, New York

PUBLISH ONE DAY – **APRIL 16, 2026** -- THE EVANGELIST
PUBLISH ONE DAY – **APRIL 16, 2026**- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
REAL ESTATE BROKER
DEPARTMENT OF GENERAL SERVICES
RFP #2026-072

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 The County of Albany is seeking proposals for Real Estate Brokering and consulting services, as requested by the Albany County Department of General Services.
- 1.2 The County of Albany is looking to engage a qualified Real Estate Advisor to serve as a property consultant, as a listing agent, and as a broker in the sale or purchase of commercial or conservation property, to provide current property valuation, and identify parties interested in purchasing property owned by Albany County.
- 1.3 The County of Albany holds property in both urban and rural areas and is seeking the services of a Real Estate Advisor who is familiar with, and capable of handling transactions and consultations across the spectrum of property type.

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 Friday May 8, 2026** 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 the Albany County Department of General Services.
- 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 the buying or selling of commercially owned properties, and/or the buying of property for the purpose of land conservation.
- 3.5 Detail your firm's past experience working with Albany County, and familiarity with County properties.

- 3.6 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.7 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.8 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.9 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

- 4.1 This RFP is designed the enable the County of Albany to select the best offer from the Real Estate Advisor best suited to provide a range of real estate services, including marketing and selling properties in the County, providing assistance with negotiations, providing industry-specific knowledge around property utilization, reducing occupancy costs, enhancing revenue, developing workplace solutions, assisting with department relocation, and arranging for the purchase of wild lands for conservation purposes.
- 4.2 The Real Estate Advisor shall have considerable knowledge and expertise in marketing commercial and public properties. The following list of responsibilities is an example of expected tasks and should not be considered exhaustive:
- Recommend the listing price of properties based on marketability and comparable properties in the area.
 - Recommend a minimum price for the County to consider, and a projected timeline for sales.
 - Develop a marketing plan for the sale of property.
 - Advertise the property for sale.
 - Present offers to the County, with a recommendation for acceptance or refusal.
 - Assist with relocating county departments based on workforce needs and space planning.
 - Assist with the acquisition of property, to include outreach to landowners and negotiating on behalf of the County.
- 4.3 The Real Estate Advisor shall have knowledge and experience in property consulting, and should have demonstrable experience with the following tasks:
- Assisting with negotiations, counter proposals, and term sheet development.

- Large-scale space planning, including reducing occupancy costs for County properties, improving space utilization and service delivery based on available buildings, furnishing options, and interior design.
 - Enhancing revenue through leasing county-owned properties, including attracting and vetting tenants, determining pricing, and designing lease terms.
 - Any additional use planning services not stated here.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for the 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 shall sign and execute the consultant professional services agreement as per attached.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services for brokerage and consulting.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 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 Departments of General Services and Economic Development Conservation and Planning. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Qualification/Experience	25%
Past experience/familiarity with County properties	25%
Cost/Proposed commission rate	35%
References	15%

8.3 Proposals will be examined and evaluated by the **Albany County Department of General Services** 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 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.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Real Estate Broker and Consulting Services
RFP Number: 2026-072

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: Real Estate Broker and Consulting Services
RFP Number: 2026-072

Submit a cost proposal as described in Section 4 Scope of Services

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

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

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

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

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

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

ADMINISTRATION

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

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

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.
- to award 3 % of the total dollar value of the contract to a certified SDVOB.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.
- 3% of the total workforce should be veterans.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Service-Disabled Veteran-Owned Business (SDVOB)** is a business at least 51% owned, operated, and controlled by one or more U.S. veterans with a service-connected disability rating of 10% or more (or 0%–100% for federal), as defined by the Service-Disabled Veteran-Owned Business Act and federal programs.

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

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.

RFP Number: 2026-072
Request for Proposals

Real Estate Broker & Consulting Services

Prepared for: County of Albany
Presented by: Cresa Albany

May 8, 2026

Authorized Contact:
Zac Conley, CCIM
Managing Principal
187 Wolf Road
Albany, NY 12205
518.859.2990

Pamela O'Neill
Purchasing Agent
County of Albany

May 8, 2026

Dear Pamela & The County of Albany Team,

Thank you for considering Cresa as a partner to the County of Albany. We understand you are seeking a proactive real estate and consulting partner who can offer creative solutions designed to reduce occupancy costs and enhance revenue. With years of experience optimizing portfolios around the region, we are confident in our ability to do the same for you.

Managing multiple locations presents both opportunities and challenges – this is especially true when strategies don't align from one location to the next. We understand these complexities and specialize in implementing standards that facilitate decision-making, ensure consistency, enhance your operations and generate cost savings.

Highlights of our Approach

- **Single Point of Contact.** Zac Conley will serve as your Account Executive & Single Point of Contact, streamlining communication for our collective team and providing executive oversight for all portfolio activity. This approach ensures all services provided for the account, no matter the location, are well conceived and well executed from start to finish. Zac is supported by a range of subject matter experts, each a leader in their respective discipline.
- **Occupier Focus.** Cresa was founded by corporate real estate executives who designed our services solely with the occupier's needs in mind. We are unbiased and uninfluenced by landlords. Everything we do is from your perspective – and to your advantage.
- **Nonprofit & Public Sector Experience.** Our proposed team has considerable experience with similar institutions, so we understand your unique challenges. We are also recognized throughout the industry for providing real estate solutions that offer economic and functional flexibility. Our team has served notable clients such as New York Power Authority, New York State Insurance Fund, New York State Energy Research, SUNY, Albany County Pine Hills Land Authority, and Dormitory Authority of the State of New York.
- **Actionable Intelligence.** Our integrated technology ecosystem combines portfolio workflows with advanced analytics to deliver clear, data-driven insight at every stage of the real estate lifecycle. We centralize lease and portfolio data, visualize performance trends, and apply robust site selection tools to ensure you have the right information to make confident, strategic decisions.

We acknowledge the terms and conditions set forth in RFP #2026-072 and, at this stage, indicate our understanding of and intent to comply, subject to final agreement. Thank you for the opportunity to submit our proposal. We look forward to the opportunity to further demonstrate how Cresa's experience, technology, and partnership-driven approach can deliver lasting value.

Sincerely,



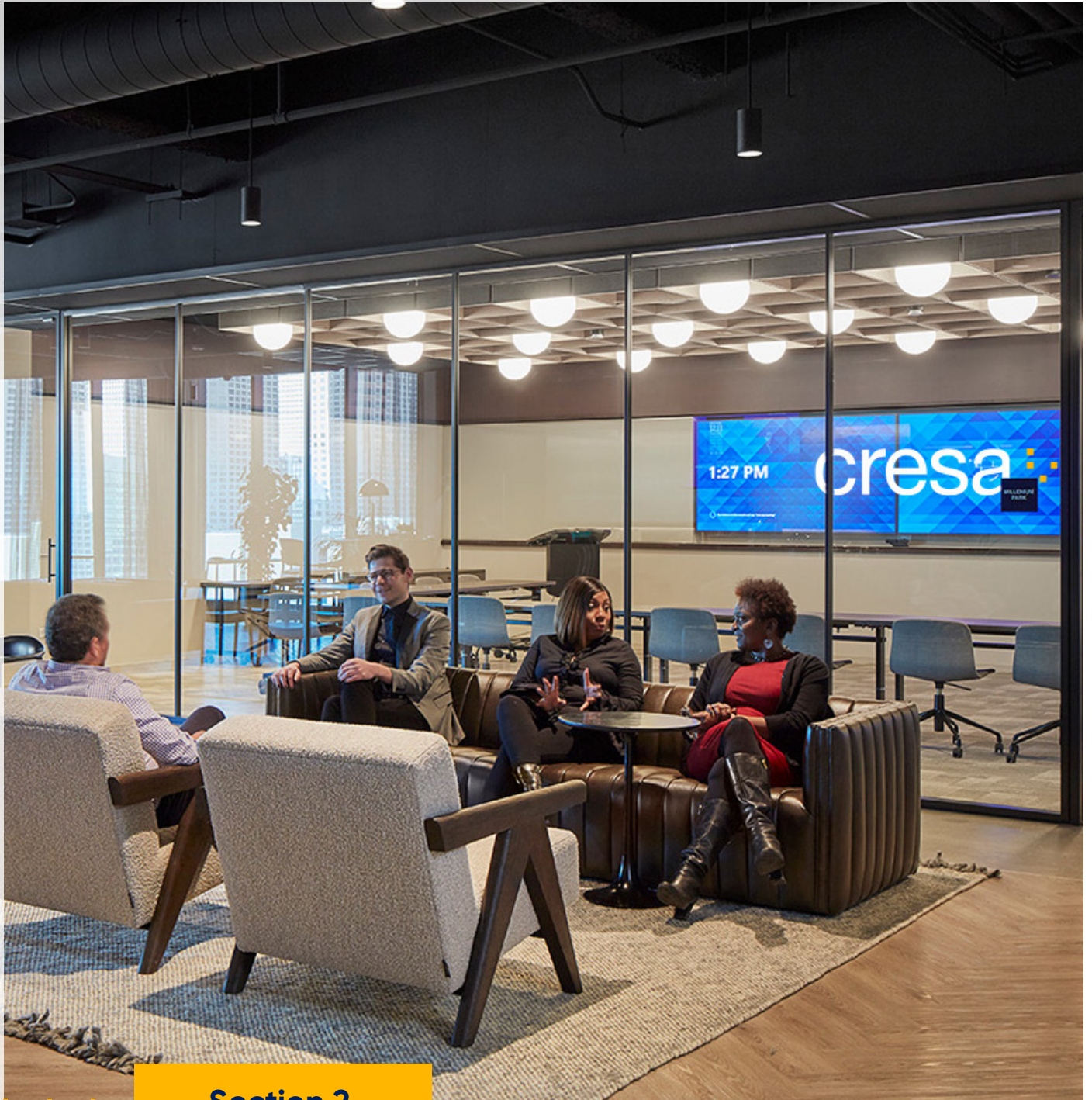
Zac Conley, CCIM
Account Executive
zconley@cresa.com



Proposal for The County of Albany

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Section 2

Qualifications & Experience

Company Overview

About Cresa

Cresa was founded in 1993 by corporate real estate professionals who recognized that the traditional commercial real estate model was inherently unfair to occupiers. They set out to change that by building a firm dedicated solely to advising corporate space users, free from landlord conflicts. That commitment remains the foundation of our business today.

Over the past three decades, we've expanded our capabilities, market coverage, and ability to support complex portfolios through both organic growth and strategic acquisitions. Most recently, we acquired Fischer, a technology-forward tenant advisory firm aligned with our occupier-only focus. The combination strengthens our global platform, broadens our service offering, and enhances our technology solutions. Together, we are better positioned to support clients at every stage of their real estate lifecycle.

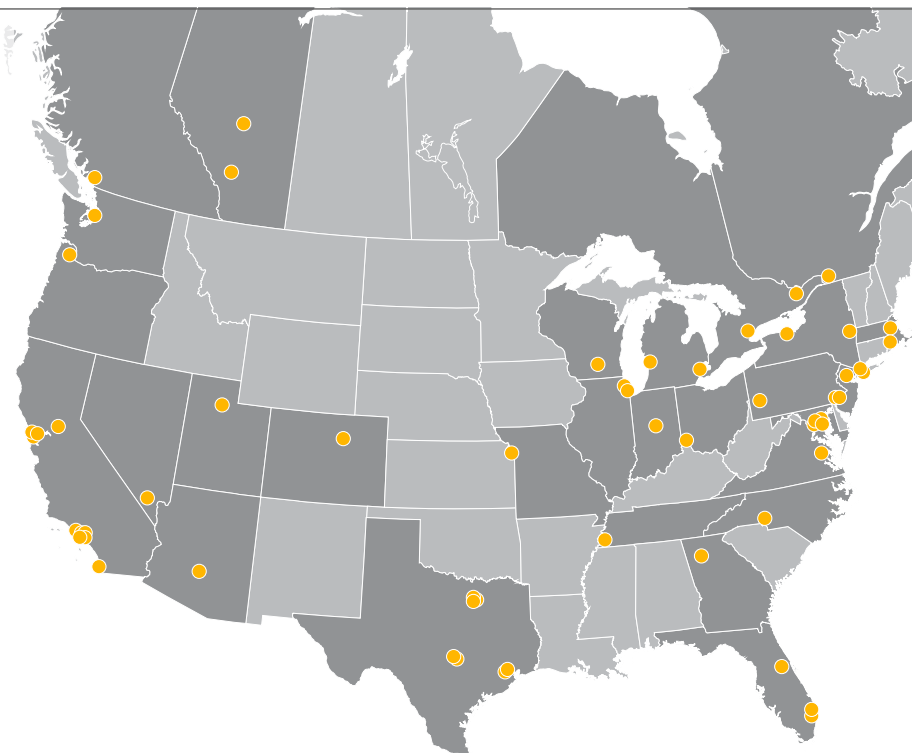
Since 2021, our alliance with Knight Frank's Occupier Solutions team has created the largest global platform dedicated exclusively to occupiers. Cresa operates more than 55 offices and 1,350 employees across North America, and together with Knight Frank's international network, we deliver seamless, integrated service across roughly 300 offices worldwide.

Spotlight On: Cresa Albany Office

The Cresa Albany office serves as a trusted advisor to public sector clients across New York's Capital Region, providing strategic guidance for both owned and leased real estate portfolios. With a deep understanding of government processes, budgeting constraints, and stakeholder considerations, our team delivers objective, conflict-free advisory services that optimize portfolio performance, reduce occupancy costs, and support long-term planning. Leveraging Cresa's global platform, we help public entities align their real estate assets with operational needs and community goals.

Cresa North American Locations

Albany, NY	Los Angeles, CA
Atlanta, GA	Madison, WI
Austin, TX	Memphis, TN
Baltimore, MD	Miami, FL
Bethesda, MD	Montreal, QC
Boca Raton, FL	Nashville, TN
Boston, MA	New York, NY
Calgary, AB	Orange County, CA
Century City, CA	Orlando, FL
Charlotte, NC	Ottawa, ON
Chicago, IL	Philadelphia, PA
Cincinnati, OH	Phoenix, AZ
Conshohocken, PA	Pittsburgh, PA
Dallas, TX	Portland, OR
Denver, CO	Providence, RI
Detroit, MI	Richmond, VA
East Bay, CA	Rochester, NY
Edmonton, AB	Rutherford, NJ
El Segundo, CA	Sacramento, CA
Frisco, TX	Salt Lake City, UT
Grand Rapids, MI	San Diego, CA
Houston, TX	San Francisco, CA
Indianapolis, IN	Seattle, WA
Inland Empire, CA	Silicon Valley, CA
Kansas City, MO	Toronto, ON
Lake Forest, IL	Tysons, VA
Las Vegas, NV	Vancouver, BC
Long Island, NY	Washington, DC

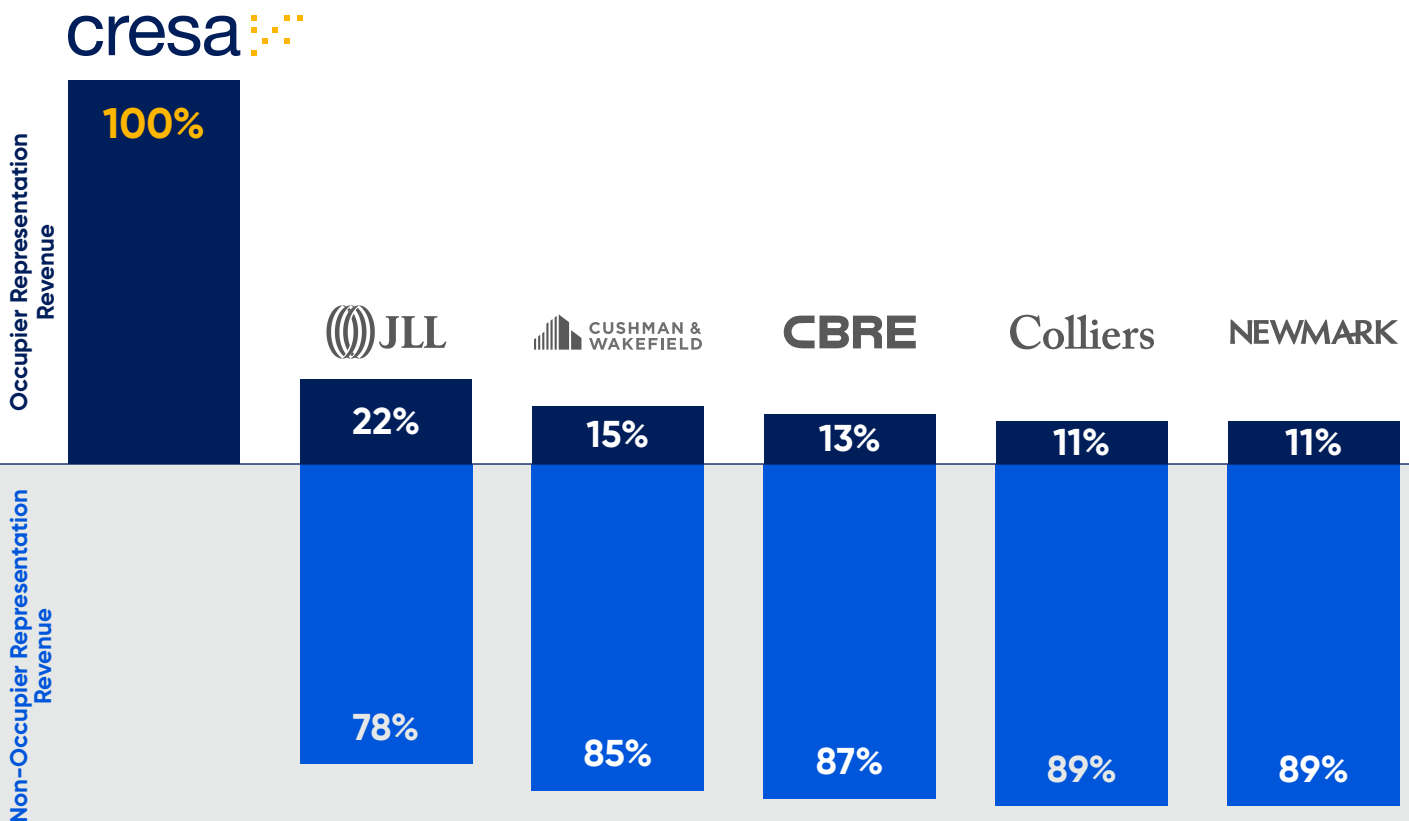


Company Overview

Our Differentiators

- **Occupier Focus.** Cresa was founded by corporate real estate executives who designed our services solely with the occupier's needs in mind. We are unbiased, uninfluenced by landlords. Everything we do is from your perspective – and to your advantage.
- **Our Integrated National Platform.** Cresa's national platform and integrated service lines - each led by experts in the government industry - work together to support every aspect of your operations. From transaction management to workplace solutions, this integrated approach ensures consistency and, by providing a full suite of talent and tools, eliminates the need to engage multiple partners.
- **Embedded Analytics.** To help County of Albany make strategic, data-driven decisions, we provide labor, location and incentives insights at no cost. Unlike our competitors who promote costly consulting offerings, we believe the right tools and technologies should be readily available to support strategic planning and site selection. We are one team, and this approach helps your team make smart decisions about your portfolio.

100% Occupier-Focused Approach That Maximizes Your Value



Company Overview

Cresa offers our entire suite of integrated real estate services to clients around the world. Each service is scalable, allowing our team to make quick adjustments to meet the evolving needs of your portfolio.



Portfolio Solutions

Managing multiple locations presents both opportunities and challenges – this is especially true when priorities differ from one location to the next. We understand these complexities and specialize in implementing standards that facilitate decision-making, ensure consistency, enhance operations and generate cost savings.



Transaction Management

As the world's largest occupier-focused commercial real estate advisory firm, we are uniquely suited to act as your unbiased advocate on all transactions. Our experts manage the process from strategic planning through final negotiations, providing real estate solutions that support your business goals.



Workplace Solutions

Our experts are agile and understand how influential the right work environment can be and will work with you to develop a space that enhances productivity and innovation. Whether optimizing your current workspace or exploring a hybrid workforce strategy, we're committed to enhancing the way you work.



Lease Administration

From single lease abstracts to the integration of a complex portfolio, our experts can help you explore the opportunities that come from having well-organized, up-to-date data at your disposal. Proficient in the industry's leading lease administration software, we provide valuable analytics to enhance decision-making.



Project Management

Project Management is an integrated service that interacts with our transaction management and workplace teams to execute each assignment. This coordination ensures your space is strategically conceived, efficiently designed and executed by the project team to balance quality, cost and timely performance.



Technology

Our team leverages advanced analytics and cutting-edge technology to deliver valuable insights, precise recommendations, and innovative solutions. This ensures your strategic objectives are supported with the best tools, maximum flexibility, and superior outcomes.



Consulting

As companies look to enhance their space, there's often a tendency to make short-term decisions without thinking of the business' long-term goals. Our consulting experts take the time to understand your vision for the future or, when necessary, can help you clearly define it for the first time.



Capital Strategies

We create tailored solutions that support your real estate and decrease your capital costs. We work cross-functionally with your finance, accounting, operations, legal and real estate departments. Recognizing business operations and capital health as top priorities, we'll help you extract the value that's currently locked in your real estate portfolio — leased or owned.

Company Overview

Relevant Experience

Cresa supports a diverse range of occupiers, including nonprofit, government and public sector institutions, with experience across both public and private environments. We deliver transaction management, including sales, project management, workplace solutions, and consulting services at both the national and local levels, tailored to the operational and regulatory complexities unique to public sector clients.

Please refer to page 25 for recent relevant case studies highlighting our team's past experience, including buying or selling of commercially owned properties.



Cresa is the world's largest occupier-focused commercial real estate firm, delivering integrated solutions and conflict-free advisory for clients across industries and geographies.

2.4K+
Clients

78.5M+
SF Transacted

112
Industries

1,000+
Cities Globally

Notable Clients



Company Overview

Community Alignment

While other companies may have similar capabilities, our culture is what sets us apart. We know it's the enthusiasm we bring to what we do that makes Cresa so successful. When hiring new employees or considering new partnerships, we seek individuals and organizations who share our values and commitment to the communities we serve.



IMPACT. VOLUNTEER. CONTRIBUTE.



Work Together

Our ability to serve you hinges on our willingness to connect with one another. Driven by mutual respect and a spirit of transparency, we find shared purpose in our specialties, meeting client needs and serving our communities. We challenge and inspire each other, celebrating both individual and shared successes.



Create Value

We're a company of innovators. Always seeking new and creative solutions to even the most familiar challenges, we offer strategies to suit your unique needs. With industry-leading technology and some of the brightest minds in the business, we're committed to creating value for our clients.



Be Tenacious

Cresa began as a group of independent business owners and this same entrepreneurial spirit permeates our culture today. We're curious, we take risks and we act boldly on your behalf. We are firm in our commitment to our clients and to ensuring we find the best solution to drive their business forward.



Embrace Culture

We're dedicated to helping you make the best decisions for your business. In order to do this, we selectively hire advisors with multi-dimensional skill sets and perspectives, creating a unique culture of collaboration that benefits our clients.



Enhance Community

Our commitment to one another transcends the office. Whether enjoying a team-building exercise, sponsoring local organizations or volunteering at a community event, we're conscious of our collective impact. Connecting with our community builds our self-awareness, camaraderie and influences our world-class client service.

\$1.2M+

Total Funds Raised

150+

Charities Supported

5K+

Total Hours Donated

Charitable Organizations Supported by Our Albany Office



Account Team



Transition



Ben Armstrong
Director of Transition
Denver, CO

Account Leadership



Zac Conley
Account Executive
& Single Point of Contact
Albany, NY

Advisory Board



Tricia Trester
President, Global Portfolio Solutions
Chicago, IL

Subject Matter Experts

Transaction Management



Ellen Herman
Principal
New York, NY

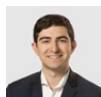


Todd Stevens
Senior Vice President
Albany, NY

Strategy
& Portfolio Analytics



Matt Chandler
Director, Financial Analytics
Washington, DC



Austin Jones
Director, Analytics
Dallas, TX



Eric Williams
Senior Vice President
Dallas, TX

Project Management
& Workplace Solutions



Christie Minch
Managing Principal
Washington, DC



David Sidell
Principal, Project Management
Washington, DC



Toni Lee
Senior Project Manager
Washington, DC



Emma Woodward
Senior Project Manager
Washington, DC

Account Team

Roles & Responsibilities



Zac Conley will lead the account, streamlining communication and ensuring all services and transactions are well-executed from start to finish. He will work closely with our Advisory Board and the County of Albany's CRE team to develop strategy, oversee execution, and deliver consistent, high-quality service. He will manage day-to-day operations and keep the team accountable to deadlines and goals. He also brings deep local expertise across portfolio strategy and transaction management.

Advisory Board



Tricia Trester, President of Global Portfolio Solutions, will serve on your Advisory Board, offering strategic planning and portfolio management expertise. She will

ensure industry best practices are incorporated into your real estate strategy. She will also identify resources as the needs of the portfolio continue to evolve and ensure consistency across all service lines.

Transition



Ben Armstrong, Director of Transition, assembles and mobilizes the Transition Team, aligning our collective resources into work streams and assigning clear

milestones for the first 90 days of our partnership. He leads weekly Transition Meetings and uses the Transition Scorecard to monitor progress against established milestones.

Transaction Management



Todd Stevens and Ellen Herman support Zac to review each requirement, deploy the appropriate resources, and monitor team performance against project goals. The teams work together to drive consistency across the portfolio by sharing best practices and local market insights across the portfolio.

Strategy & Portfolio Analytics



Matt Chandler, Director of Financial Analytics, provides data-driven financial insight to support real estate and business decisions. He partners with transaction and strategy teams to build financial models, evaluate scenarios, and align analytics. Additionally, **Austin Jones** and **Eric Williams** deliver portfolio- and location-based analytics, custom modeling, and executive-level reporting to inform decision-making and support key approvals.

Project Management & Workplace Solutions



Christie Minch, Managing Principal, leads a team of 300+ professionals delivering end-to-end project management and workplace solutions. She ensures strong governance, accountability, and consistent execution across projects. Her team manages the full project lifecycle - from planning through design, construction, and closeout - while also supporting workplace strategy, diagnostics, and change management. She will be supported by **David Sidell**, **Toni Lee** and **Emma Woodward**.



Zac Conley

Managing Principal Account Executive and Single Point of Contact

Years of Experience: 20+

Professional Experience

Zac began his career in commercial real estate over 20 years ago. Zac rose through the ranks to become the Managing Principal of Cresa's Albany office, and soon thereafter, Zac opened Cresa's Rochester office. Zac has managed over \$280 million of lease and purchase transactions and consulting engagements for public, private and government clients.

Clients

- Capital District Physicians Health Plan
- Comcast Business
- Rensselaer Polytechnic Institute
- NY State Energy Research and Development Authority
- Dormitory Authority of the State of New York
- Global Foundries
- Albany County Pine Hills Land Authority

Affiliations

- Commercial and Industrial Real Estate Brokers (CIREB)
- Certified Commercial Investment Member (CCIM)
- New York State Association of Realtors (NYSAR)

Education

- BS, Business Economics – SUNY Plattsburgh

Contact

518.859.2990
zconley@cresa.com



Tricia Trester

President, Global Portfolio Solutions Advisory Board

Years of Experience: 20+

Professional Experience

Tricia Trester is a seasoned executive with over two decades of global experience in commercial real estate. As President of Global Portfolio Solutions at Cresa, she leads our services platform is known for transforming complex challenges into strategies that deliver measurable value.

Her career spans top leadership roles at firms including Cushman & Wakefield, JLL, and Johnson Controls, where she led global enterprise solutions, sales transformation, and multi-million dollar development portfolios.

Tricia is a LEED Accredited Professional, recipient of multiple industry awards and author of Global Tenders – Key Characteristics. Her leadership style blends strategic vision with hands-on execution, grounded in tenacity and a deep commitment to outcomes.

Clients

- PepsiCo
- Amazon
- Kimberly Clark
- Google
- IBM
- Johnson & Johnson
- Ericsson
- Agilent

Affiliations

- CoreNet Global
- Industrial Asset Management Council (IAMC)
- Six Sigma Black Belt

Education

- BBA, Business Management & Marketing – Alverno College

Contact

347.901.1111
ttrester@cresa.com



Ben Armstrong

Director of Transitions Transition

Years of Experience: 10+

Professional Experience

Ben Armstrong is the Director of Transition and strategic partner to the Head of Client Solutions at Cresa. In this role, Ben supports the financial and operational initiatives of the group, providing thoughtful insights and driving successful outcomes.

With over ten years of experience in commercial real estate and over 18 years in business management, Ben is a proven expert in managing complex projects. Ben is consistent, accountable, client focused and team oriented. Ben remains committed to providing the highest level of service to internal and external stakeholders.

Education

- BS, Business Administration – American University

Contact

301.938.9242

barmstrong@cresa.com



Ellen Herman

Principal Transaction Management

Years of Experience: 31

Professional Experience

Ellen works with a team of experienced professionals delivering advisory and transaction services to occupiers of real estate in the government, nonprofit, K12 and higher education sectors. The scope of services includes strategic real estate planning and advisory services, site selection, portfolio consolidation, build to suit acquisitions, asset dispositions, headquarter relocation and leasehold condominiums.

Ellen previously served as Executive Vice President and National Director at JLL, and led the organization's Non-Profit Practice Group. Prior to a merger with JLL, Ellen was a Principal with The Staubach Company in the New York and Washington DC offices. She also led the Design and Construction Consulting Division for the Washington office and in 1995 founded the Non-Profit Practice Group for the company, working with organizations such as the Smithsonian, the District of Columbia, NPR and the Public Broadcasting System.

Clients

- New York State Insurance Fund
- Rockefeller Philanthropy Advisors
- Children's Aid Society
- New York State Power Authority
- American Red Cross
- Community Healthcare Association of New York State
- The City University of New York
- College of Saint Rose

Affiliations

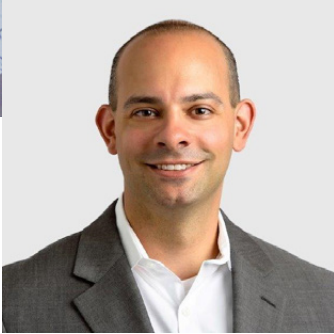
Currently, Ellen serves on the Board of the League Treatment Center in Brooklyn. She is a past President of Corporate Real Estate Women (CREW) and served on the boards of Jubilee Alliance, Clarkson's Alumni Executive Council, AREW, the Manhattan Chamber of Commerce and CASA for Children.

Education

- BS, Civil Engineering - Clarkson University

Contact

301.717.9866
eherman@cresa.com



Todd Stevens

Senior Vice President Transaction Management

Years of Experience: 9

Professional Experience

Todd joined Cresa as an advisor in 2017 and manages the Albany office's accounts. As their clients' advocate, he provides guidance in implementing strategy to meet their operational and financial goals. His specialties include strategic planning, market analysis, site selection, financial analysis and transaction management. Todd feels strongly about the value he can bring his clients in helping them make smart real estate decisions that align with their business goals.

Prior to joining Cresa, Todd worked at a credit union, climbing the ladder from loan officer to CEO. He forged strategic partnerships to increase the union's capacity to serve its membership and redeveloped their products and services in concert with a new marketing initiative.

Born and raised in the Capital Region, Todd has served as a 5th generation volunteer firefighter for more than 25 years. He lives with his wife and two children in Colonie, NY.

Certifications & Affiliations

- Graduate, Capital Region Chamber of Commerce Leadership Tech Valley program
- Member and co-chair, Capital Region Chamber of Commerce Leadership Tech Valley program 2015-2021

Education

- B.A., Economics – Syracuse University

Contact

518.424.7717

tstevens@cresa.com



Christie Minch

Managing Principal Project Management & Workplace Solutions

Years of Experience: 18

Professional Experience

Christie brings to the firm 18 years of experience in workplace solutions and project management. She works closely with her clients to ensure total quality management throughout the entire project cycle, developing tailored strategies, including: workplace strategy; hybrid workforce strategy; assembling project design teams; ensuring proper coordination of client requirements and design concepts; reviewing construction documents; performing construction administration; overseeing furniture installation; relocation for commercial interior construction projects and full scale build-outs; and lease negotiations.

Clients

- National Democratic Institute
- National Association of Manufacturers
- Business Roundtable
- Certified Financial Planner Board of Standards, Inc. (CFP Board)
- Credit Union National Association (CUNA)
- ACDI/VOCA
- Simpson Thacher & Bartlett LLP
- American Wind Energy Association (AWEA)

Affiliations

Christie holds a lifetime accreditation from the U.S. Green Building Council for its Leadership in Energy and Environmental Design program. She is regularly recognized for her work and has received acknowledgments from the following organizations:

- Cresa's Washington, DC office, Most Valuable Player, 2014
- Cresa, President's Club, 2016, 2017, 2018
- DCA Live, The New Power Women of Real Estate, 2019
- NAIOP Commercial Real Estate Development Association, DC/MD Chapter, for Summit Consulting, Award of Excellence for Best Interiors, 2015
- Cresa, Top Producer, 2015
- NAIOP Commercial Real Estate Development Association, DC/MD Chapter, for American Wind Energy Association, Award of Merit for Best Interiors, 2017

Education

- BA, Interior Design – Marymount University

Contact

703.789.5830
cminch@cresa.com



David Sidell

Principal, Project Management Project Management & Workplace Solutions

Years of Experience: 15

Professional Experience

As Principal, David offers strategic oversight, spearheads business development initiatives, and provides operational guidance crucial to the success of the local project management team.

David brings depth of experience in workplace strategy and project logistics to Cresa, consistently delivering successful, thoughtful project outcomes. He works closely with clients and vendors to satisfy needs and exceed expectations of all stakeholders. Prior to Cresa, David developed an extensive background in workplace trends through contract furniture. His combined expertise allows him to understand and anticipate clients' immediate and future needs, offering strategic, long-term workplace solutions.

Clients

- American Society of Nephrology
- General Motors
- BlockOne
- Carnegie Science
- Kessler Financial
- Cancer Support Community
- PepsiCo
- Polaris Project
- United Therapeutics

Affiliations

- Co-chair of Cresa Cares and is a member of Cresa's Emerging Leadership Council. He also enjoys membership with the International Interior Design Association (IIDA).
- Recognized with the Washington, DC office's Drew Davis Spirit Award, a testament to David's vibrant, caring and heartfelt dedication to his work and his colleagues.

Certifications

- Project Management Professional (PMP), Project Management Institute

Education

- B.S. in Exercise Science from Miami University in Oxford, Ohio.

Contact

202.672.1166
dsidell@cresa.com



Toni Lee

Senior Project Manager Project Management & Workplace Solutions

Years of Experience: 10

Professional Experience

Toni is an outcome-oriented project manager specializing in commercial real estate build-outs, mission critical facility renovations, and large-scale capital projects. She brings over a decade of experience managing complex portfolios for government, nonprofit, and corporate clients—overseeing projects from initial programming and site selection through design, construction, and relocation. Her expertise spans multi-phase renovations, mission critical federal facilities, mission-critical infrastructure upgrades, and corporate office transformations, with a proven track record of delivering under budget, ahead of schedule, and in alignment with strategic objectives.

Clients

- KBR (multi-site portfolio)
- United States Secret Service
- Naval Research Laboratory
- U.S. Naval Observatory
- Naval Sea Systems Command
- Greater Washington Community
- The Aluminum Association

Affiliations

- Co-founded CREATE (Children Ready to Empower & Achieve Through Education), a nonprofit dedicated to providing resources, programs, and support services to enable children for success.

Certifications

- Licensed Registered Architect, State of Florida (In Progress - 3 of 6 exams completed)
- Project Management Professional Certification (PMP)
- (In Progress)
- Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Level I and Level II
- Occupational Safety & Health
- Administration (OSHA), Construction Industry 30-Hour
- NAVFAC Construction Quality Management for Contractors
- Secret Security Clearance

Education

- Bachelor of Architecture and Bachelor of Science in Architectural Studies from Florida A&M University.

Contact

202.628.0300
tlee@cresa.com



Emma Woodward

Senior Project Manager Project Management & Workplace Solutions

Years of Experience: 10

Professional Experience

Emma is an integral member of the Project Management team in Washington, DC, specializing in commercial workplace projects for clients across various industries. As a licensed interior designer with experience on major projects, including Amazon's HQ2, boutique law firms, and engineering consultancies, Emma brings a fresh approach to project management.

She leverages her extensive design experience in furniture design, user programming, and construction administration to ensure the successful delivery of projects for Cresa's clients from inception to completion. Her dedication to client satisfaction makes her a valuable addition to our team.

Affiliations

- Licensed interior designer (NCIDQ) and a LEED Green Associate, underscoring her commitment to sustainable design practices

Certifications

- Licensed Registered Architect, State of Florida (In Progress - 3 of 6 exams completed)
- Project Management Professional Certification (PMP)
- Defense Acquisition Workforce Improvement Act (DAWIA) Contracting Level I and Level II
- Occupational Safety & Health Administration (OSHA), Construction Industry 30-Hour
- NAVFAC Construction Quality Management for Contractors
- Secret Security Clearance

Education

- B.S. in Interior Design from Virginia Tech, graduating Magna Cum Laude

Contact

202.628.0300
ewoodward@cresa.com



Matt Chandler

Director of Financial Analytics Strategy & Portfolio Analytics

Years of Experience: 15

Professional Experience

With over 15 years of experience in commercial real estate, Matt specializes in financial impact modeling and the creation of real estate-driven cost reduction strategies for portfolios and major assets. As Director of Financial Analytics, he leads the development and maintenance of Cresa's national financial analytics infrastructure to strategically support clients. His deliverables include occupier analysis, audits, valuations, and KPIs.

Matt has collaborated with major nonprofit associations and prominent corporations across various industries. He is highly regarded by colleagues and clients for his ability to develop insightful analyses that drive informed decision-making at local, national, and global levels.

Certifications

- Argus DCF
- Deloitte Lease Audit Accreditation
- Licensed Real Estate Salesperson in Washington, DC

Education

- BS, Communications Studies – Towson University

Contact

301.852.9170
mchandler@cresa.com



Austin Jones

Director, Location Analytics Strategy & Portfolio Analytics

Years of Experience: 6

Professional Experience

As Director of Analytics, Austin helps clients make confident real estate decisions through advanced, data-driven consulting. With over six years of experience in site selection, headquarters relocation, network analysis, and consulting analytics, he translates complex data into actionable insights. Austin has supported thousands of projects across the United States and abroad, partnering with clients to evaluate opportunities, mitigate risk, and optimize location strategy.

Education

- Alteryx Core Certification
- Tableau Desktop Certification

Education

- BBA, Real Estate Finance – Southern Methodist University

Contact

949.500.2878

ajones@cresa.com



Eric Williams

Senior Vice President Strategy & Portfolio Analytics

Years of Experience: 13

Professional Experience

Eric brings 13 years of experience in lease administration and lease accounting software consultancy, specializing in data migration, implementation, and product design. He has partnered with Big Four teams to integrate the new accounting standards since 2016 and has supported Fortune 500 clients including Lear Corporation, ADP, Jacobs Solutions, and ADT. Eric has led complex data migrations from platforms such as CoStar, OVLA, Lease Accelerator, MRI ProLease, and Lease Harbor. Most recently, he directed the transition from IFRS 16 to ASC 842 for a client with thousands of leased locations preparing to list on a U.S. stock exchange.

Clients

- Jacobs Solutions
- Lear Corporation
- Allied Universal
- ADT
- ADP
- IWG (Regus)
- Brinker International
- AT&T
- Marathon Petroleum

Education

- BS, Economics – Texas Christian University

Contact

972.980.6190
ewilliams@cresa.com

Qualifications & Experience

Albany County Portfolio Overview

The County of Albany's real estate portfolio is diverse and strategically aligned with government operations, public services, economic development, and community revitalization initiatives. The County owns and manages a broad range of assets, including administrative offices, public safety facilities, recreation and event venues, infrastructure properties, and redevelopment sites consisting of both improved and vacant land throughout the Capital Region. Key holdings include county office buildings in downtown Albany; public health and social services facilities; correctional and sheriff-related properties; and interests associated with MVP Arena and the surrounding redevelopment district.

In recent years, the County has further expanded its portfolio through targeted acquisitions supporting economic development and adaptive reuse initiatives, most notably portions of the former College of Saint Rose campus, along with other strategically positioned redevelopment-oriented properties.

Familiarity of County Properties

The following provides a sampling of County properties that demonstrate our understanding of the portfolio.

Watervliet Shaker Road

- Approximately 200 acres of vacant land adjacent to Albany International Airport and the Albany County Nursing Home.
- Strategically located near the airport, Wolf Road corridor, and Airport Park Office Complex.
- Well-positioned for future redevelopment and economic development opportunities given its scale, visibility, and regional connectivity.

260 South Pearl Street

- Approximately 4.6 acre lot located in the City of Albany's South end.
- County has gone to RFP for redevelopment, but limited interest was expressed by developers.
- Two office / flex buildings of 32,000 SF and 55,000 SF constructed in the 1960s on site currently occupied by the County.

112 State Street

- Approximately 198,000 SF, 13-story office building located within Albany's Central Business District.
- Prominent downtown asset with potential adaptive reuse and mixed-use redevelopment opportunities.
- Conversion to residential or alternative mixed-use programming could further support ongoing downtown revitalization and economic development initiatives.

Former College of Saint Rose Campus

- Portfolio includes six properties consisting of office, retail, and specialty-use spaces.
- Currently houses the County Executive's Office, County Sheriff's Office, and several other County departments.
- Provides both near-term occupancy solutions and long-term redevelopment potential.
- Opportunity exists for Albany County to expand its holdings through additional strategic acquisitions within the campus area.

Success Stories



Location

- New York State

Services Provided

- Tenant Representation
- Real Estate Consulting
- Workplace Solutions
- Property Disposition
- Project Management

Objective

NYSERDA's growing workforce prompted leadership to reassess how to manage and expand its statewide real estate portfolio efficiently and cost-effectively. Cresa partnered to deliver integrated real estate services, including consulting, workplace strategy, tenant representation, property disposition, and project management. The engagement remains ongoing, supporting both owned and leased properties across New York State.

Achievements & Highlights

- Provided workplace planning services to determine space needs, and consulting services to analyze NYSERDA's real estate options.
- Executed on a real estate strategy that aligned with NYSERDA's employee growth projections.
- Negotiated an early lease termination and relocation to accommodate an expansion in Manhattan.
- Redesigned and renovated its Buffalo office to accommodate increased staff count.
- Negotiated a short-term lease renewal in Albany to align with timeline to sell its HQ building and relocate to larger space.
- Marketed NYSERDA's HQ building for sale (on-going).



Location

- New York State

Services Provided

- Tenant Representation
- Property Leasing
- Market Analysis
- Negotiation Strategy

Objective

The Educational Opportunity Center (EOC), which serves over 1,000 students, engaged Cresa to assist with a lease renewal in Jamaica, NY while briefly exploring relocation options. However, tight timing and specialized space requirements made relocation impractical, limiting leverage. The goal was to maintain current costs while securing landlord concessions for space improvements.

Achievements & Highlights

- Conducted a comprehensive market survey and space assessment to identify rental benchmarks and renovation needs.
- Negotiated lease terms and submitted a strategic letter of intent despite a limited timeline.
- Secured a 10-year lease renewal below market rates and 10% under current occupancy costs.
- Achieved \$1.64M in rent savings compared to the landlord's original proposal.
- Obtained landlord-funded improvements, including new flooring, painting, and classroom upgrades.
- Our team was able to achieve savings of over \$1,500,000 from the original quoted proposals.

Success Stories



Location

- New York State

Services Provided

- Tenant Representation
- Acquisition Purchase (BTS)
- Project Management

Objective

New York Power Authority needed to relocate its administrative headquarters due to their structurally obsolete facility in White Plains, New York. The objective was to identify and secure a long-term real estate solution that aligned with NYPA's operational requirements, workplace objectives, and long-term occupancy strategy.

Achievements & Highlights

- Managed the full public-sector solicitation and procurement process in coordination with NYPA stakeholders.
- Solicited and evaluated multiple site options and proposals from qualified bidders.
- Coordinated bidder communications and conducted comprehensive financial and operational analyses for each opportunity.
- Negotiated favorable business and contractual terms for a build-to-suit acquisition.
- Secured a long-term solution and provided ongoing project management services throughout the construction phase.



Location

- Colonie, New York

Services Provided

- Tenant Representation
- Acquisition Purchase (BTS)

Objective

New York State Insurance Fund (NYSIF) needed to consolidate multiple aging facilities. The objective was to identify and secure approximately 150,000 square feet that aligned with NYSIF's operational requirements.

Achievements & Highlights

- Managed the full public-sector solicitation and procurement process in coordination with NYSIF stakeholders.
- Solicited and evaluated multiple site options and proposals from qualified bidders.
- Coordinated bidder communications and conducted comprehensive financial and operational analyses for each opportunity.
- Identified and negotiated favorable business and contractual terms for a build-to-suit acquisition opportunity.



Rensselaer

Location

- Troy & Manhattan, NY & Washington DC

Services Provided

- Tenant Representation
- Real Estate Consulting
- Property Leasing & Disposition Sales
- Project Management

Objective

Like many higher education institutions, RPI manages a complex and valuable real estate portfolio spanning campus facilities, student housing, office space, and a 1,200-acre Technology Park. The university sought to optimize this portfolio by reducing costs, increasing revenue, and improving space utilization through asset repositioning and monetization.

Achievements & Highlights

- Developed a real estate strategy aligned with RPI's Master Plan to optimize portfolio performance.
- Sold six underutilized residential properties and formed a joint venture for additional student housing assets.
- Subleased underutilized office space in Washington, DC and wet lab/biotech space in Manhattan.
- Launched and scaled a marketing initiative to reposition and “reboot” the Technology Park in Troy, NY.
- Brokered 87,000 SF of new leases and renewals across the Technology Park and downtown Troy.





Section 3

References

References



Peter Costello

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518.410.2670



Mark Hampton

Chief Administrative Officer
hamptm2@rpi.edu
518.276.4107



Kristen Diesel

Director | Real Property
kdiesel@dasny.org
518.257.3450

As a courtesy to our clients, we ask that you please notify us before contacting any references.



Section 4

Plan Implementation

Approach & Methodology

A portfolio analysis provides a structured, data-driven framework to evaluate real estate performance across all locations. By assessing current economics alongside future obligations, we help clients gain clarity into where opportunities exist, where risks may be emerging, and where proactive action may be warranted. This insight allows real estate decisions to be prioritized in alignment with broader business objectives. **Our proposed plan to address the Scope of Services for the County of Albany is outlined below:**

Phase 1: Portfolio Diagnostic & Fact Base

Based on our understanding of your scope of services, we propose a comprehensive portfolio analysis across all leased and owned assets, including a full market-to-market assessment. This initial phase establishes a clear baseline by identifying near-term savings opportunities, future rent exposure, and potential risks.

On day one, we'll hit the ground running. We will address on-going projects with urgency while we dive deep into your portfolio.

Phase 2: Strategy Development & Planning

Building on our Phase 1 findings, we will engage in a set of coordinated work streams designed to translate portfolio insights into strategic, actionable recommendations. The primary work streams that will focus on the County's scope of services are described below:

- **Acquisition & Disposition Strategy**

Provide a comprehensive market analysis, site evaluation, feasibility planning, landowner outreach and financial underwriting to inform competitive lease or purchase negotiations. On the disposition side, we execute targeted marketing and property tours to generate interest and support negotiations, resulting in favorable lease or sale outcomes.

- **Current Workplace Audit & Assessments**

Evaluate space utilization, workforce dynamics, and flexible work practices through data analysis, stakeholder engagement, and workplace analytics. These insights are synthesized into comprehensive reports and deliverables that define the current state and inform strategic workplace planning.

- **Space Assessment & Planning**

Conduct a streamlined evaluation of property condition, performance, and code compliance - analyzing building systems, utilization, and potential risks - to deliver a concise report with key findings, cost reduction considerations, and prioritized recommendations. This report serves as a valuable tool to make informed decisions regarding the building's maintenance, renovation, acquisition or disposition.

Phase 3: Project Execution & Final Recommendation

In the final phase, we execute the approved strategy by coordinating lease signings, property acquisitions and/or dispositions, managing relocations, overseeing fit-ups, and finalizing projects and workplace initiatives across the portfolio. We ensure all actions are carried out in alignment with approved financial and operational objectives. Throughout execution, we provide ongoing tracking, stakeholder communication, and risk management - culminating in final recommendations and a clear roadmap to reduce occupancy costs and support long-term portfolio optimization.



Section 5

Cost

Cost

Cost Proposal

Cresa is committed to delivering a competitive and transparent pricing structure aligned with the County of Albany's portfolio needs. As detailed portfolio information was not provided at this stage, the following outlines a high-level approach to our cost proposal. Upon receipt of additional portfolio details, we will refine and finalize pricing to ensure it accurately reflects the scope and delivers the best overall value to the County of Albany.

Transaction Management

Acquisitions (New Sites, Relocations, Expansions and Lease Renewals):

For all lease and purchase transactions, new sites, relocations, expansions and lease renewals, Cresa seeks a market fee (commission) from the landlord. The County of Albany is expected to support Cresa's effort to secure such a fee. All fees will be determined and agreed to on the onset of a transaction through the Project Action Form (PAF) approval process.

In the event of a lease or purchase, a commission shall be payable to Cresa in an amount ranging from three percent (3.0%) to five percent (5.0%) of the total aggregate rent (for leases) or the purchase price. **The commission shall be paid by the landlord or seller.**

Dispositions (Property Sales, Leasing, Subleasing):

For each disposition (third-party lease, sublease or building sale) project, Cresa directly markets the space and seeks cooperation from the local market's brokerage community.

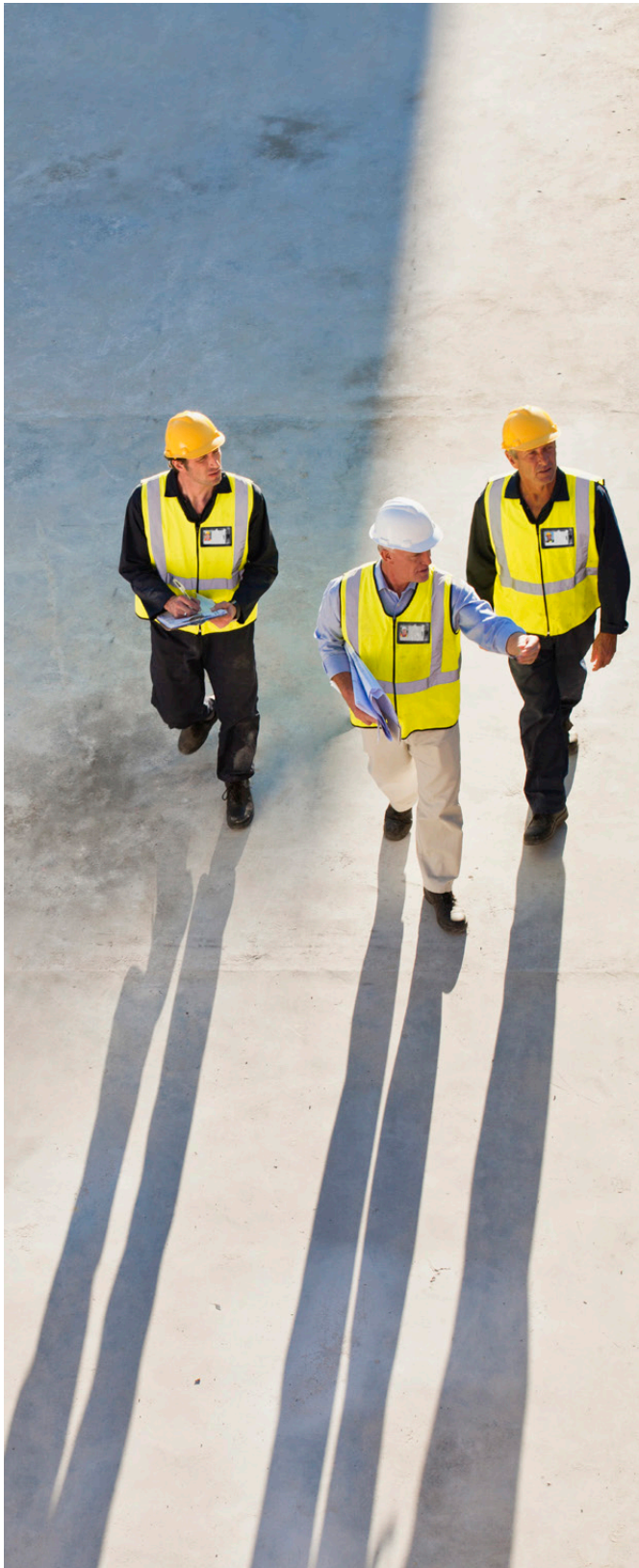
In the event of a lease, sublease, or sale, a commission shall be payable to Cresa in the amounts equal to the rate set forth in the chart below. In the event a co-broker is representing the other party in the transaction, Cresa shall split the commission equally with the co-broker. The commission will be earned and payable in full upon lease execution or the close of escrow.

Commission calculations shall be based on the following structure:

Portion of Lease, Sublease, or Sale Price	Cresa & Co-Broker	Cresa & No Co-Broker
\$0 - \$1,000,000	6%	4.5%
\$1,000,001 - \$3,000,000	5%	3.5%
\$3,000,001 - \$8,000,000	4%	2.5%
\$8,000,001+	3%	1.5%

Example of a \$12M Sale

Portion of Sale Price	Cresa & Co-Broker	Total Commission
\$0 - \$1,000,000	6%	\$60,000
\$1,000,001 - \$3,000,000	5%	\$100,000
\$3,000,001 - \$8,000,000	4%	\$200,000
\$8,000,001 - \$12,000,000	3%	\$120,000
Total Commission:	4%	\$480,000



Project Management, Workplace Solutions & Consulting

These assignments are typically priced individually at a fixed fee once the scope of work is clearly defined. For any work performed beyond the agreed-upon scope, Cresa would bill the client at the hourly rates outlined below.

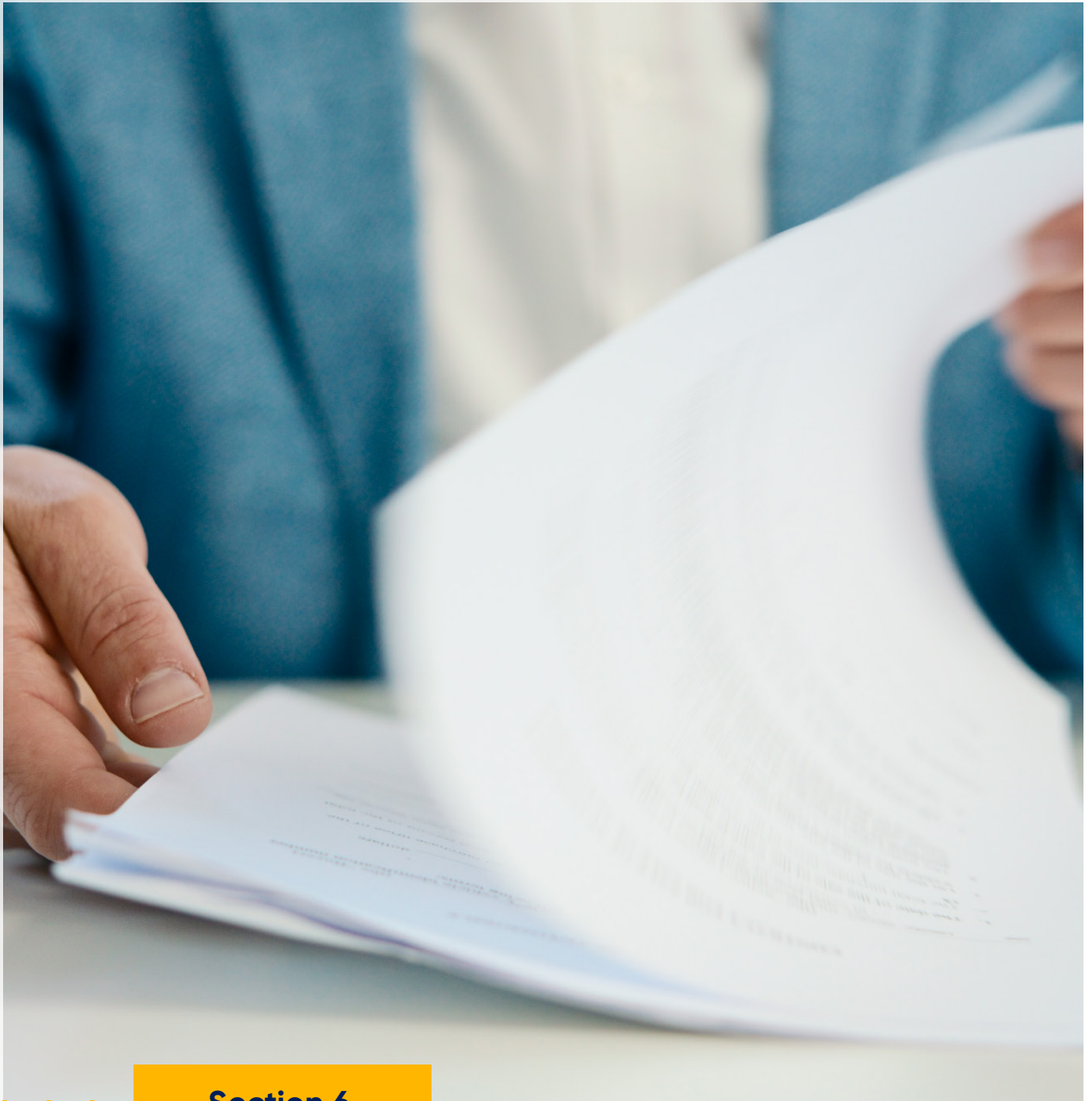
Managing Principal	\$300
Principal	\$275
Senior Vice President	\$250
Vice President	\$195
Senior Project Manager	\$175
Project Manager	\$150
Associate Project Manager	\$125
Project Coordinator	\$105

Reimbursable Amounts

Reimbursables are billed separately at 115% of Cresa and our sub-consultant's out-of-pocket costs, and include, without limitation, transportation, parking, mileage, blueprints, courier services, postage and reproductions requested by the County of Albany and other reasonable and customary costs incurred by Cresa required for Project completion.

Invoicing and Payment Process

Cresa submits monthly invoices to our clients based on the work performed in the prior calendar month. Invoices are submitted based on client requirements and process. Clients may submit payments to Cresa via ACH.



Section 6

Mandatory Documents

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.

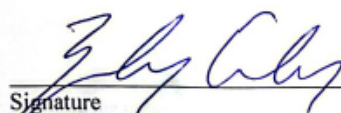
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

05/06/2026
 Date


 Signature

President
 Title

Conley Realty Associates, Ltd
 Company Name
 dba Cresa



1 of 2

Attachment B

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 Florida)
COUNTY OF Broward) SS.:

On this 6 day of May, 2026, before me personally appeared Zachary Andrew Conley to me known, who, being by me sworn, did say that he resides at (give address) 49 Tamarack DR, Delmar, NY 12054; that he is the (give title) President of the (name of corporation) Conley Realty Associates, Ltd d/b/a CRESA, 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.



KAREN LISBETH BORGE
Commission # HH 636863
Expires March 26, 2029

Notary Public, State of Florida

Qualified in _____

Commission Expires 03/26/2029

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 Conley Realty Associates, Ltd.	3. IDENTIFICATION NUMBERS a) FEIN # 14-1765367 b) DUNS # 916296691	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: Cresa	5. WEBSITE ADDRESS (if applicable) www.cresa.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 187 Wolf Road, Suite 300, Albany, NY 12205	7. TELEPHONE NUMBER 518-463-5500	8. FAX NUMBER n/a
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Zachary Conley Title President Telephone Number 518-463-5500 Fax Number n/a e-mail zconley@cresa.com		
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.		
a) NAME Zachary Conley	TITLE President	b) NAME
c) NAME	TITLE	d) NAME
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? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service		
☐ Yes ☒ No		
b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.		
☐ Yes ☒ No		

Attachment C

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

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

President

Title

05/08/2026

Date

Conley Realty Associates, Ltd. dba Cresa

Company Name



Think Beyond Space

For more information

Contact

Zac Conley, CCIM

Managing Principal

zconley@cresa.com

518.859.2990

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Proposer	Score Average
CBRE	3.56
Cresa	4.13
Venture Realty	3.38

Contract #: 2026-1167

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: MVP Arena A7128

Date Submitted: 06/01/2026

Contact Person: [Bob Belber]

Contact Phone: 518-487-2008

Vendor Info: ASR Hospitality, Inc.

Estimated Amount: 126,000

Scope of Services: Albany Stadium Restaurant & Bar renting retail space at MVP Arena

Budget Line Item:

Fiscal Impact:

County: 0.00

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

ROBERT BELBER
GENERAL MANAGER

NATHAN SIMS
ASST GM & DIRECTOR
OF OPERATIONS

Date: May 28, 2026

Hon. Daniel P. McCoy – Albany County Executive
Hon. Joanne Cunningham – Albany County Legislature Chairwoman
Hon. Bruce Hidley – Albany County Clerk
Albany County Legislature
112 State Street
Albany, NY 12207

Dear Members of the Albany County CAB Committee:

Re: REQUEST FOR APPROVAL –

To approve a renewal of a lease with a three (3) year term with Albany Stadium Restaurant & Bar, 51 South Pearl Street, Albany, NY 12207. The owners, James Anilowski and Wendy Enright, have successfully operated the restaurant & bar for the last five years. Having this establishment open, which allows patrons to arrive early for the events and enjoy dinner or drinks, keeps a festive atmosphere in the main entrance of the facility.

The tenant paid \$24,000 in Year #1, \$30,000 in Year #2, \$36,000 in Year #3 and \$42,000 in Years #4 & #5. The current lease has a mutual option clause that allows the tenant to renew the lease for up to 5 additional years with the rent payment remaining at \$42,000 annually. The Tenant has requested a three (3) year renewal of the lease at the \$42,000 annual rate.

We ask the CAB committee to approve this renewal as it is mutually beneficial for the MVP Arena and for the tenant.

Thank you.

Sincerely,

Robert Belber
General Manager

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



May 19, 2026

Bob Belber

ASM General Manager
MVP Arena
51 South Pearl Street
Albany, NY 12207

Dear Mr. Belber,

We hereby submit a letter of intent to lease the two-story Albany Stadium Restaurant & Bar located at 51 South Pearl Street, Albany, NY; which includes the outside café area and designated atrium seating.

In article 2 (Rent & Term) section 2.01 of our current lease agreement, we would like to exercise our option to renew our lease for three years starting July 1st 2026.

Section 2.02 of our current lease outlines an annual rate of \$24,000 in year one, \$30,000 in year two, \$36,000 in year three and \$42,000 in years four and five.

Section 2.02 then goes on to state "...for year five **and any subsequent years**, tenant agrees to pay \$42,000 per year...". We would like to exercise this option to continue our mutually beneficial relationship with Albany County.

Sincerely,

James Anilowski
President ASR Hospitality, Inc.
James@AlbanyStadium.com
(518) 852-9666

Albany Stadium Restaurant and Bar
51 S. Pearl Street Albany, NY 12207

COMMERICAL SPACE LEASE
between
THE COUNTY OF ALBANY
and
ASR HOSPITALITY, INC

CONTRACT NO: 2026-1167

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

WITNESSETH:

WHEREAS, the Owner offers for lease certain commercial space at the Albany County Civic Center (hereinafter known as The MVP Arena under a naming rights agreement between the County of Albany and MVP Health Care, and

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

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

ARTICLE 1 - LEASED PREMISES

1.01. Owner hereby leases to Tenant, and Tenant rents from Owner, certain premises (hereinafter "Leased Premises") located at 51 South Pearl Street, Albany, New York, consisting of 3106 square feet which is hereby designated to be inclusive of the upper mezzanine level of the premises. Tenant shall also have the right to a small patio seating area in the atrium of the premises, and the sidewalk area extending the length of the building frontage, all as shown on the attached diagram.

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

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

ARTICLE 2 - RENT AND TERM

2.01 (a) Tenant covenants and agrees to pay Owner, or the Owner's designee, without notice, or demand, rent for the leased premises as follows:

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

(c) The annual rent of FOURTY-TWO THOUSAND and 00/100 DOLLARS (\$42,000) shall be payable in equal monthly installments of THREE THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$3,500) each, and shall be paid on the first day of each month of said term, in advance.

2.02 The Term of this Lease Agreement shall be for a period of three years commencing on July 1, 2026 and ending on June 30, 2029.

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

ARTICLE 3 - CONSTRUCTION. ALTERATION

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

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

3.03. Owner reserves the right at any time to make alterations or additions to and to build additional stories on the Front Entry Plaza and to build adjacent thereto. Owner also reserves the right to construct other buildings or improvements on the MVP Arena site from time to time and to make

alterations thereof or additions thereto. The Owner reserves the right to make necessary or prudent alterations or improvements within the leased premises.

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

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

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

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

fails to leave the premises and the fixture items in good condition, Tenant agrees that the Owner may, at the Owner's option, perform such repair and/or removal at the expense of Tenant.

ARTICLE 4 - PREMISES AND USE

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

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

ARTICLE 5 - UTILITIES

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

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

ARTICLE 6 - COMMON AREAS AND MAINTENANCE

6.01. All facilities furnished by Owner in, near and about the Front Entry Plaza including but not limited to, pedestrian sidewalks and ramps, escalators, elevators, interior and exterior stairwells, landscaped areas, comfort stations and other areas and any and all improvements provided by Owner for the general use, in common, of Tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and

management of Owner. The Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities in or on all said areas and improvements; to police the same; to restrict parking by tenants, their officers, agents and employees to negotiated employee parking areas; to enforce parking charges (by operation of meters or otherwise), to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

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

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

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

ARTICLE 7 - DELIVERIES

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

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

ARTICLE 8 - INSURANCE

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

ARTICLE 9 - DESTRUCTION BY FIRE OR OTHER CASUALTY

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

such termination. If said notice be given within the thirty (30) day period, this Lease shall terminate and annual rent and all other charges and items of additional rent shall abate as aforesaid from the happening of such casualty, and Owner shall promptly repay to Tenant any rent theretofore paid in advance which has not been earned at the date of the casualty. If the casualty termination notice is not given and Owner is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair and replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to their damage or destruction. Except as herein expressly provided to the contrary, this Lease shall not terminate nor shall there be any abatement of rent or other charges or items of additional rent as the result of a fire or other casualty. In determining what constitutes prompt repair of the Leased Premises consideration shall be given to the delays caused by strikes, adjustment of insurance and other causes beyond Owner's control.

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

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

ARTICLE 10 - SIGNS

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

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

ARTICLE 11 - ASSIGNMENT

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

ARTICLE 12 - COMPLIANCE WITH LAW

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

Owner to prosecution or criminal penalty. Owner shall comply with any such laws, orders, regulations, directions and rules in respect to the Leased Premises, other than those imposing an obligation upon Tenant as aforesaid, subject, however, to the right of Owner similarly to contest as aforesaid and defer compliance during the pendency of such contest.

ARTICLE 13 - SUBORDINATION

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

13.02 Tenant agrees to execute any such instrument, without cost, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage, and a refusal to execute such instrument shall entitle the Owner or the Owner's assigns and legal representatives to the option of canceling this Lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly, provided, however, that a non-disturbance agreement shall have first been entered into in respect to such mortgage. Tenant shall receive a written nondisturbance agreement from the holder of any present mortgage or any prior leasehold estate. The term "non-disturbance agreement" as used in this Article shall mean an agreement in recordable form between Tenant and the holder of any subsequent mortgage lien, which shall provide, in substance, that Tenant shall attorn to any such mortgagee and that as long as Tenant is not in default under this Lease beyond any period given to Tenant to cure such default, such holder will not name or join Tenant as a party defendant or otherwise in any suit, action or proceeding to enforce nor will this Lease be terminated or otherwise affected by enforcement of, any rights given to such holder pursuant to the terms, covenants or conditions contained in such mortgage or mortgages, or any other documents held by such holder or any rights given to such holder as a matter of law. However, at the election of the holder of any first mortgage on the Front Entry Plaza, this Lease shall be prior and superior to the lien of any such mortgage.

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

13.04. With reference to any assignment by Owner of Owner's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise,

which assignment is made to the holder of a mortgage on property which includes the Leased Premises, Tenant agrees:

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

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

ARTICLE 14- DEFAULT

14.01. It is expressly understood and agreed that in case the Leased Premises shall be deserted or vacated, or if default be made in the payment of the rent or additional rent or any part thereof as herein specified, or if, without the consent of the Owner, Tenant shall sell, assign, or mortgage this Lease, or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of Tenant to be kept and performed, or if Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their departments or bureaus, applicable to the Leased Premises, or if Tenant shall file or there shall be filed against Tenant a petition in bankruptcy or arrangement, or under any insolvency laws now or hereinafter enacted, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Owner may, if the Owner so elects, and may at any time thereafter terminate this Lease and the term hereof, on giving to Tenant thirty (30) days prior written notice to cure such default, except in the case of nonpayment of rent or additional rent said notice shall require a cure within ten (10) days, and if such default is not so cured, this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof. The Owner may dispossess or remove Tenant or any other occupant of the Leased Premises by summary proceedings or otherwise, and remove their effects and hold the Leased Premises as if this Lease had not been made, but without prejudice to Owner's remedies, on account thereof as set forth in Section 14.02 below.

14.02 After default of payment of rent, or violation of any other provision of this Lease, or expiration thereof, Tenant moves out, or is dispossessed and fails to remove any trade fixture or other property prior to such said default, removal in the event of such dispossession or removal and notwithstanding such action or the termination of this Lease, (a) Tenant shall be liable forthwith to pay the rent and additional rent payable under this Lease up to the date of

such dispossession, removal or termination, (b) Owner may relet the leased Premises, or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms which may, at the option of Owner, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent for a reasonable time (c) Tenant shall pay to Owner as liquidated damages for the failure of Tenant to observe and perform the covenants and agreements of Tenant under this Lease, any deficiency between the rent and additional rent payable by Tenant under this Lease and the net amount, if any, of the rents collected on account of the Lease or Leases of the Front Entry Plaza for each month of the period which would otherwise have constituted the balance of the term of this Lease, (d) amounts received by Owner after reletting shall first be applied against Owner's expenses incurred in any reletting, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease. Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease. When and if such expenses have been completely recovered, the amounts received from reletting by Owner as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by Tenant; further, amounts received by Owner from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms. Owner may make such alterations, repairs, replacements and decorations in the Front Entry Plaza as Owner considers advisable and necessary for the purpose of reletting the Front Entry Plaza, and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability under this Lease. The failure or refusal of Owner to relet the Front Entry Plaza or any part thereof shall not release or affect the liability of Tenant for damages under this Lease. Owner shall in no event be liable in any way whatsoever for liability to relet the Leased Premises or, in the event that the Leased Premises are relet, for inability to collect the rent under such reletting.

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

ARTICLE 15 - CURING DEFAULTS

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

ARTICLE 16 - EMINENT DOMAIN

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

16.02. In the event of a taking of less than the whole of the Leased Premises, this Lease shall cease and expire with respect to the portion of the Leased Premises taken, upon vesting of title as a result of the taking, and if the taking results in the portion of the Leased Premises remaining after the taking being less than fifty percent (50%) of the original size of same, Tenant may elect to terminate this Lease by giving notice to Owner of such election not more than forty-five (45) days after receipt by Tenant of notice of the taking, stating the date of termination, which date of termination shall be not more than ninety (90) days after the date on which such notice to Owner is given, and upon the date specified in such notice to Owner, this Lease and the term hereof shall cease and expire. If Tenant does not elect to terminate this Lease as aforesaid (a) the annual rent payable under this Lease shall be reduced to an amount to be determined by multiplying the annual rent by a fraction, the numerator of which is the area of the Leased Premises remaining after the taking, and the denominator of which is the total area of the Leased Premises immediately preceding the taking, and (b) after the determination of Owner's award on account of the taking, Owner shall expend as much of the award as necessary to restore the portion of the improvements remaining after the Taking to a complete architectural unit substantially the same as to the condition and tenantability for the use and occupancy of Tenant. Should the net amount so

awarded to Owner be insufficient to cover the cost of restoring the Leased Premises, in the reasonable estimate of Owner, Owner may, but shall have no obligation to, supply the amount of such insufficiency and restore the Leased Premises to such an architectural unit, with all reasonable diligence, or Owner may terminate this Lease by giving notice to Tenant not later than a reasonable time after Owner has determined the estimated net account which may be awarded to Owner and the estimated cost of such restoration.

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

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

ARTICLE 17 - INDEMNIFICATION

17.01. Tenant shall indemnify Owner, for and against any and all liability, penalties, damages, expenses and judgments arising from claim of damage or injury during said Term to any person or property of any nature except that Owner shall indemnify Tenant for any and all liability, penalties, damages, expenses and/or judgments arising from any willful act or gross negligence of Owner or any of Owner's agents or employees. Owner and Tenant hereby agree to defend and hold each other harmless from any such liability and cost

resulting from any injury or damage. At or prior to commencement of the Term, Tenant shall supply to Owner a liability insurance certificate in the amount of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit, with Owner designated as an additional insured.

ARTICLE 18 - END OF TERM

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

ARTICLE 19 - QUIET ENJOYMENT

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

ARTICLE 20- NO WAIVER

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

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

ARTICLE 21 - ENTIRE AGREEMENT

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

ARTICLE 22 - WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS

22.01. Owner and Tenant agree that each shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the

Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease. If Owner commences any summary proceeding for nonpayment of rent or additional rent, Tenant shall not interpose any counterclaim in such proceeding unless such counterclaim arises out of, or is in any way connected with this Lease.

ARTICLE 23 - INSPECTION OF PREMISES

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

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

ARTICLE 24 - REMEDY FOR BREACH

24.01 In the event of a breach by Tenant, Tenant shall pay to the Owner all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the lease term, together with the Owner's own costs incurred in procuring a substitute Tenant.

ARTICLE 25 - NOTICES

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

Owner:

Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Tenant:

James Anilowski
ASR Hospitality, Inc.
51 S. Pearl Street
Albany, NY 12207

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

ARTICLE 26 – CAPTIONS

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

ARTICLE 27 - SUCCESSORS AND ASSIGNS

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

ARTICLE 28 - NECESSARY APPROVAL

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

ARTICLE 29 - GOVERNING LAW

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

ARTICLE 30- MISCELLANEOUS

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

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

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

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

30.05. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Owner is unable to perform any of the obligations of Owner in this Lease where the inability to so perform is due to causes beyond Owner's reasonable control.

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

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

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

30.09. This lease agreement is contingent upon Tenant receiving all necessary licenses and permits, required to operate its business including the receipt of a liquor license from the New York State Liquor Authority.

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

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

30.12 Owner will permit Tenant two complimentary reserved parking spaces in the box office lot adjacent to the Arena.

30.13 Owner will provide Tenant discounted parking spaces in the County garage for the Tenant or its employees. Parking shall be at one-half of the daily rate. Said parking is strictly for employees of Tenant.

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

Owner: COUNTY OF ALBANY

By: _____
Daniel P. McCoy,
County Executive,
or, Michael P. McLaughlin
Deputy County Executive

Dated: _____

Owner Agent: SMG

By: _____
Robert H. Belber
General Manager

Dated: _____

Tenant: ASR Hospitality, Inc.

By: _____
James Anilowski
President

Dated: _____

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

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2026 before me, the undersigned, a notary public in and for the state, personally appeared Michael P. McLaughlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.

On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the MVP Arena, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

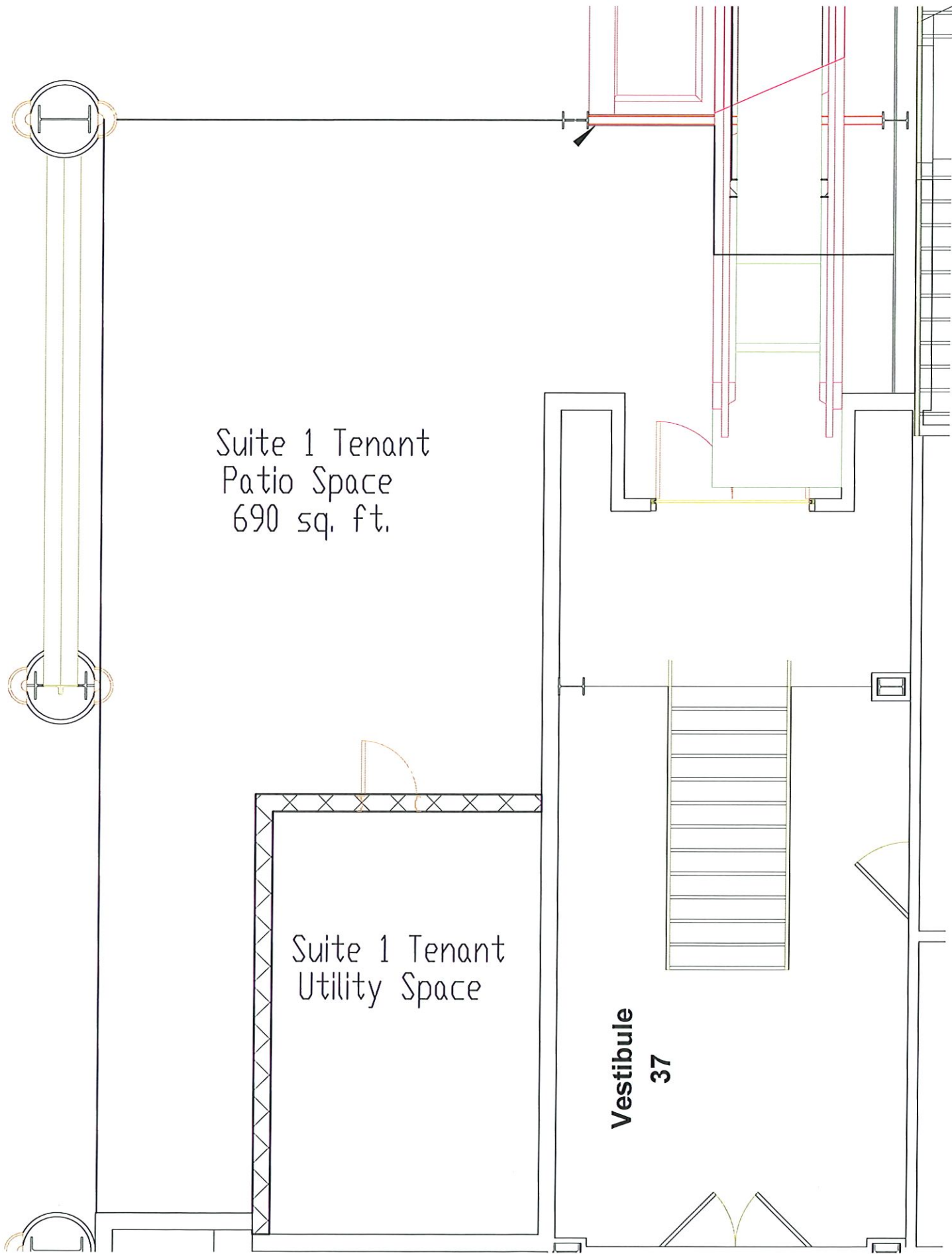
On the ____ day of _____, 2026, before me, the undersigned, a notary public in and for the state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE "A"
INSURANCE COVERAGE

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

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



Suite 1 Tenant
Patio Space
690 sq. ft.

Suite 1 Tenant
Utility Space

Vestibule
37

Contract #: 2026-0971

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Public Works D5010

Date Submitted: 05/13/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: New York Power Authority

Estimated Amount: 24495.82

Scope of Services: Streetlight Maintenance Service

Budget Line Item: D95110.44046.STRLT

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Other

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

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: May 20, 2026

Re: Contract Agreement with New York Power Authority

The Public Works Department is seeking approval to renew a 2-year contract with the New York Power Authority for routine and non-routine maintenance of the County's streetlights.

The routine maintenance consists of replacing and/or repairing defective components of the street lighting system to keep them fully operational. Non-routine maintenance includes repairs that go above and beyond the routine repairs and require customer approval before work is completed. The cost of the contract is as follows:

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	\$3,150.00	\$9,050.66	\$12,200.66
Service Year 2:	\$3,244.50	\$9,050.66	\$12,295.16
Total Contract Budget	\$6,394.50	\$18,101.32	\$24,495.82

If you have any questions regarding this request, I can make myself available at your earliest convenience. Thank you for your consideration.

CUSTOMER PROJECT COMMITMENT

Provider (“Authority”)

New York Power Authority
123 Main Street
White Plains, NY 10601

Albany County (“Customer”)

Albany County
112 State Street, Room 1200
Albany, NY 12207

OVERVIEW

The Authority will provide the Services referenced below subject to the terms and conditions set forth in the Master Cost Recovery Agreement dated July 2, 2019 (the “Master Agreement”) hereby incorporated by reference and form a part of this Customer Project Commitment (“CPC”). Terms used but not defined herein shall have the meaning set forth in the Master Agreement, as applicable.

This CPC shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Project, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this CPC nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Project.

GENERAL PROJECT DESCRIPTION

The streetlight maintenance service with Albany County will provide essential maintenance to keep the approximate 105 streetlights installed under the Streetlight Conversion Customer Project Commitment (CPC), WBS#:ES-ESN-0851, in proper working order. The repair services will be classified in three categories: Routine, Non-Routine, and Emergency and the costs for the repair types shall be billed based on the Schedule of Services. For instances where repairs do not fall under a specific unit price, cost will be determined based on time, equipment, and materials.

DESCRIPTION OF SERVICES

General

1. As part of the LED conversion, asset management nodes are installed on each fixture via the NEMA socket. These devices act as a controller and communicate fixture information back to a centralized software platform (asset management software or “AMS”) that is

licensed and managed by the Customer. This device can recognize when there are street lighting faults in the system, which signals when repair service is required. Work distribution, tracking, and documentation is completed through a work order management software platform.

2. NYPA and the Service Provider shall be provisioned access to the AMS by the Customer and must use the work order management software to log all work activities, provide timely status updates, and maintain all other relevant information. Furthermore, the Customer shall designate a single, primary contact responsible for managing the AMS on behalf of NYPA and for coordinating work. The primary contact will be identified at the time the Customer enters into an agreement with NYPA.
3. Services to be performed will include Routine and Non-Routine street lighting maintenance, as detailed below. A complete geographic information system (GIS) map will be provided through the asset management software that will identify all the lights that are to be serviced under this agreement.
4. NYPA shall use qualified, experienced Service Providers that meet the requirements of the region and the utility to perform work on the street lighting system.
 - a. Qualified personnel shall mean personnel who have met the local and respective utility required certification, licensing, registration, or other applicable industry standards that apply to a street lighting system in which the individuals are conducting evaluations, assessments, replacements and/or repairs.
5. The Service Provider will update the Customer's street lighting asset management database and utility registry when changes are made as a result of the Routine Maintenance or Non-Routine Maintenance, including, but not limited to, additions, deletions, and changes in wattages. All systems updates are to be made within 30 business days of repair or modification.
6. All street lighting materials required to complete the job shall be provided by Service Provider. For Non-Routine and Emergency Repairs not listed in the schedule of services, the Service Provider shall provide a material quote to the Customer for their review and approval within 5 business days. Customer may choose to hold inventory of street lighting materials. For the installation of this equipment procured by the Customer, NYPA will charge an hourly rate for labor and equipment. Customer will notify NYPA of stock inventory, storage location, and access procedures. Non-routine estimates generated from a field visit are valid for 30 business days. Unapproved, expired non-routine estimates will incur a diagnostic fee equal to three (3) hours of Journeyman/Electrician Straight Time as outlined in the Cost of Services found in Appendix A.
7. Response Times – NYPA shall investigate streetlight faults detected by the Asset Management System or reported by the Customer within 15 business days of notification for Routine Maintenance and 30 business days for Non-Routine Maintenance. In some instances, the materials needed for Non-Routine Maintenance may not be available by the end of the 30-business day period. In these cases, the repair will be made within 15 business days once the materials are received by the Service Provider. Occasionally asset management nodes may lose connectivity, during the connectivity

downtime, the streetlight is designed to default to a standard photocell and continue to operate. When control nodes lose connectivity, the control center will wait 5 business days for the asset control node to regain communication before issuing a work order to repair the streetlight equipment. If the Customer verifies a streetlight outage associated with a control node that loses connectivity, the 5-business day waiting period will be waived and the 15-business day response time clock will start from date of Customer issue identification.

In the case of emergencies, the Service provider shall respond within 4 hours of notification to make the area safe by removing debris from roadway and sidewalk, capping and locking exposed wiring and/or de-energizing the facility. Once safe, the Service Provider will follow the Non-Routine process requirements. The Service Provider shall be responsible for obtaining any required permits and for providing all necessary traffic control in accordance with local law. Any costs incurred for these items will be billed to the Customer.

8. In some instances, asset management nodes will not be able to communicate with the Asset Management System (AMS) due to connectivity issues at the installed location. NYPA will notate fixtures with long term communication issues and notify the Customer of the assumed connectivity issue/fixture designation. In these cases, the Customer is responsible for notifying The Authority if the streetlight requires repair.
9. Fixtures without asset management nodes that are covered under this maintenance service will require the Customer to report failures to the control center and provide detailed description of the failure which may include but not limited to fixture type, wattage, and any other equipment that may need to be repaired or replaced. All repairs that fall under this category will follow the non-routine repair process and be billed per occurrence. The Customer will meet the Service Provider on site to identify the failed fixture
10. NYPA or the Service Provider will provide a call-in phone number that is serviced 24 hours a day, 7 days a week by a representative of either NYPA or its Service Provider that can respond to emergency occurrences.
11. NYPA and or Service Provider will, on behalf of the Customer, complete manufacturer warranty process for defective materials still under coverage as well as any return authorizations. NYPA will work with the Customer to process any returns.
12. NYPA will consult with the Customer annually to review the past service performance, upcoming maintenance activities, pending work, rates, etc.
13. Work order requests by Customer shall be sent in writing to NYPA. A scope of work will be developed by the Service Provider and will include the cost, timeline, and materials to complete the task. Customer will need to review and approve the scope for the work order request.

Routine Maintenance

Routine Maintenance consists of replacing and/or repairing defective components of the street lighting system to keep them fully operational. Routine Maintenance items will include the following:

1. NYPA or Service Provider monitoring and management of streetlight outages through control center. Oversight of Service Provider to ensure repairs and billing are in line with agreement and acts a single point of contact for streetlight maintenance.
2. Replace and/or repair damaged fixtures due to burn outs or weather-related events.
3. Replace and/or repair damaged asset control nodes due to burn outs, or weather-related events.
4. Replace blown fuses.
5. Remove and reinstall street lighting components during the utility's replacement of wooden poles. When the Service Provider is on site and sees the streetlight no longer has power and a new utility pole has been installed next to the existing, the Service Provider shall relocate the streetlight to the new pole and connect to power.

Non-Routine Maintenance

Repairs that go above and beyond the defined routine maintenance scope are defined as Non-routine Maintenance. Non-routine work requires Customer approval for costs estimated to be greater than \$2,500 and must include a completed work order request form prior to work commencing. For repairs identified by NYPA, a written proposal will be provided to the Customer detailing the scope of work in accordance with the unit costs provided for written approval. NYPA will complete the work within 30 business days after written approval from the Customer pending material deliveries, unless another schedule has been approved by the Customer and NYPA. Below are non-routine maintenance tasks not limited to the items shown:

1. Replace arm / pole due to knock downs, aging infrastructure or weather-related events.
2. Relocation or installation of new streetlight.
3. Installation of hand holes to meet utility requirements for fusible disconnects.
4. Adjustment of pole and/or adjustment of luminaires.
5. Repairs or replacement of streetlight equipment due to vandalism.
6. Underground facilities repair including repair or replacement of conduit, wiring, damaged base, or anchor rod.
7. Wiring replacement
 - a. Replace wiring on wooden poles, ranging from 8 AWG – 14 AWG, in accordance with the current NEC. The length of wiring to be replaced shall be from the fixture, through the arm, to the existing fuse. In the event a fuse does not exist, the wiring will terminate at the tap of the utility's transmission line, to the street lighting fixture. All labor and material shall be included for a complete installation.
 - b. Replace wiring on metal/steel/aluminum poles, including decorative post top street lighting poles, ranging from 8 AWG – 14 AWG in accordance with the current NEC. The length of wiring to be replaced shall be from the fixture,

through the arm, to the existing fuse. In the event a fuse does not exist, the wiring will terminate at the tap of the utility's transmission line, to the street lighting fixture. All labor and material shall be included for a complete installation.

Emergency Work

For Customer owned equipment, emergency work may be required from time to time typically due to weather, vehicle incident or other knockdown event. The Customer will contact the Service Provider to respond to a site for public safety. In this instance, The Service Provider will take down and remove any Customer owned street lighting equipment to make the area reasonably safe. The response time for Service Providers to arrive onsite in emergencies shall be within 4 hours. Once safe, the Service Provider shall follow the non-routine maintenance protocol to completely repair the street light location.

FOR THE AVOIDANCE OF DOUBT, EMERGENCY WORK IS INTENDED TO COVER CUSTOMER OWNED EQUIPMENT NOT BEING MADE SAFE BY ANOTHER ENTITY. FOR EXAMPLE, A WOODEN UTILITY POLE WITH A CUSTOMER LIGHTING FIXTURE ON IT, THAT HAS BEEN DAMAGED AND IS BEING MADE SAFE BY THE LOCAL UTILITY PROVIDER WOULD NOT BE RESPONDED TO BY NYPA'S SERVICE PROVIDER ON AN EMERGENCY BASIS UNLESS SPECIFICALLY REQUESTED BY THE CUSTOMER . IN THAT SITUATION ONCE THE AREA HAS BEEN MADE SAFE BY THE LOCAL UTILITY PROVIDER, NON-ROUTINE MAINTENANCE WOULD BE SCHEDULED TO REPAIR OR REPLACE THE CUSTOMER'S EQUIPMENT. SCHEDULE A CONTAINS A LIST OF CHARGES FOR SERVICES THAT FALL UNDER THE "NON-ROUTINE" CATEGORY.

Customer agrees that Authority is expressly authorized to collect, use, comingle, and disseminate all data generated, produced or obtained in connection with the street lighting maintenance service provided that the Authority's use and dissemination of the street lighting data does not identify the source of the data.

TERM AND TERMINATION

The Services under this CPC will be performed for a period of two years from contract execution with an option to renew the original term for one or two year increments by mutual written consent of the parties, provided that the parties communicate, in writing, no later than 30 days prior to expiration of the initial term, as to whether the Services under this CPC will continue. In no event shall the cumulative term of this CPC exceed five years.

MATERIALS

Supplied by Service Provider

The Service Provider shall provide, but not be limited to, the items noted below and will replace equipment in kind, in accordance with applicable laws, regulations, standards and codes per

Article 4 C and D of the Master Agreement. The Service Provider shall provide any other additional materials that are required to fully complete work. The Service Provider shall notify the Authority before the installation and/or completion of any additional materials that will incur an additional cost.

1. Cobra heads
2. Decorative heads
3. Asset management control node
4. Cobra head light shield
5. Hardware / fittings
6. Wiring
7. Conduit
8. Aluminum / steel pole
9. Aluminum / steel arm
10. Decorative pole / arm
11. Cartridge Fuse
 - a. Where required, a slow blow fuse or type C/D breaker shall be installed to address inrush current.
 - b. Fuse shall be Woodhead, Erickson or an approved equal model fuse
 - c. Applicable for National Grid Territory:
 - i. The fuse shall be a non-glass type, midget style cartridge fuse. Fuse dimensions shall be 13/32" diameter x 1½" length.
12. Fuse Holder
 - a. The fuse holder shall be a watertight device suitable for use in an outdoor environment.
 - b. The fuse holder shall be totally insulated, thus having no exposed energized parts.
 - c. The fuse holder shall accept #14 AWG - #6 AWG stranded copper conductors on both ends.
 - d. Applicable for National Grid Territory:
 - i. The fuse holder shall be a dual pole device allowing simultaneous disconnection of both the 120 VAC hot lead (black wire) and the neutral conductor (white wire).
 - ii. The fuse holder shall be designed such that, when separated, the midget cartridge fuse and copper connecting link shall be held captive in the load end of the fuse holder.

13. Hand hold / pull box

14. Concrete pole base

PAYMENT

NYPA agrees to perform all Routine Maintenance as outlined above for an annual cost of \$3,150.00 (\$3,244.50 Year Two to maintain 105 streetlights for the Customer. All Non-Routine maintenance and Emergency Work will be charged to the Customer per occurrence as per the terms of the Schedule A. Invoices for non-routine and emergency work will be submitted to the Customer on a quarterly basis. The cost shown below associated with Non-Routine and Emergency Work is an annual budgeted value, any excess funds will be retained by the Customer including any reimbursements from insurance agencies. If the Non-Routine Maintenance budget is exceeded, with the review and approval of the Customer, a Change Order will be issued to add the required funding amount to the project.

If, after commencement of Streetlight Maintenance services, the Customer fails to make complete and timely payments of any Streetlight Maintenance invoice for greater than 60 days, the Authority shall have the right to suspend streetlight maintenance services until all outstanding payments have been made. Notice of suspension of streetlight maintenance services will be made via mailed letter or email to the Customer.

If the Customer fails or refuses to provide outstanding payments within thirty (30) days of notice of suspension of services, the Authority may, in its sole discretion, terminate all services under the Streetlight Maintenance Customer Project Commitment.

Select the Customer's Repayment Obligation preference from the options below for Routine maintenance.

☒ Annual payments of \$3,150.00 (\$3,244.50 Year Two)

	Routine Maintenance Annual Cost	Non-Routine Maintenance Budget	Annual Service Budget
Service Year 1:	\$3,150.00	\$9,050.66	\$12,200.66
Service Year 2:	\$3,244.50	\$9,050.66	\$12,295.16
Total Contract Budget	\$6,394.50	\$18,101.32	\$24,495.82

The terms of this Customer Project Commitment are valid for 30 days, unless the agreement is executed or extended by the Authority.

AUTHORIZATIONS

The Authority represents the scope and costs are an accurate representation of the proposed project and known facility conditions. This Customer Project Commitment shall become binding upon the parties hereto only upon signature below by an authorized representative of Authority and Customer.

NEW YORK POWER AUTHORITY

ALBANY COUNTY

Maribel Cruz-Brown, SVP, Customer Solutions

Name,

Title

Signature

Date

Signature

Date

Schedule A: Costs for Non-Routine Services

The following table lists the schedule of services and associated cost based on 2026 rates which increase 4%		
Emergency		
Emergency Response	Each	\$2,508.89
Labor Rates		
Journeyman Electrician/Lineman – Straight time	Per Hour	\$242.41
Journeyman Electrician/Lineman – Overtime	Per Hour	\$395.60
Apprentice Electrician/Lineman – Straight time	Per Hour	\$202.26
Apprentice Electrician/Lineman – Overtime	Per Hour	\$325.70
Lamp and Photocell Service Person – Straight time	Per Hour	\$215.60
Lamp and Photocell Service Person - Overtime	Per Hour	\$284.59
Laborer – Straight time	Per Hour	\$202.26
Laborer – Overtime	Per Hour	\$325.70
Add any additional worker classification – Straight time	Per Hour	\$194.82
Add any additional worker classification - Overtime	Per Hour	\$309.34
Truck (35 to 40 foot insulated bucket truck)	Per Hour	\$76.45
Dump truck (2 to 3 yard)	Per Hour	\$59.34
Crane (5 to 10 ton)	Per Hour	\$115.65
Pole truck with pole auger	Per Hour	\$83.82
Percent markup on materials provided by contractor	Each	20%



**NY Power
Authority**

Master Cost Recovery Agreement No. _____
Effective Date: _____

**ENERGY SERVICES PROGRAM
MASTER COST RECOVERY AGREEMENT
BETWEEN
POWER AUTHORITY OF THE STATE OF NEW YORK
AND
ALBANY COUNTY**

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ENERGY SERVICES PROGRAM MASTER COST RECOVERY AGREEMENT

This Master Cost Recovery Agreement (this “Master Agreement”), dated Jul 2, 2019, is entered into by and between POWER AUTHORITY OF THE STATE OF NEW YORK, a corporate municipal instrumentality of the State of New York with offices located at 123 Main Street, White Plains, New York 10601 (“Authority”) and Albany County, a municipal corporation and political subdivision of the State of New York with offices located at 112 State Street, Albany, NY 12207 (“Customer”).

WHEREAS, Public Authorities Law §1005(17) permits the Authority, as deemed feasible and advisable by the Trustees, to finance and design, develop, construct, implement, provide and administer energy-related projects, programs and services for any public entity and certain other specified entities; and

WHEREAS, the Trustees have authorized the establishment of the Authority’s Energy Services Program (“ESP”) to include, among other things, energy efficiency projects and services, clean energy technology projects and services and high-performance and sustainable building projects and services (including technologies that reduce air and other pollution and conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such projects, programs or services; and

WHEREAS, Public Authorities Law §1005(17) permits Customer, a public entity, to enter into an energy services contract with the Authority for such energy-related projects, programs and services as authorized by Public Authorities Law; and

WHEREAS, Authority and Customer desire to work together to develop and implement Projects contemplated under the ESP and to enter into this Master Agreement as more particularly set forth herein.

NOW, THEREFORE, Authority and Customer (sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in consideration of the mutual covenants and conditions contained herein and in these recitals, hereby agree as follows:

DEFINITIONS

The following definitions apply for all purposes of this Master Agreement:

“Advisory Services” means the consulting services provided by Authority or Service Providers to assist Customer in its efforts to reduce energy consumption and associated operations and maintenance costs, to realize environmental benefits, including but not limited to the reduction of air pollution; to conserve natural resources; and/or facilitate the use of clean energy sources at Customer’s Facilities.

“Advisory Services Terms and Conditions” means the additional terms and conditions set forth in Exhibit C applicable to Advisory Services Projects provided by Authority or Service Provider to Customer hereunder.

“Ancillary Documents” means documents, other than this Master Agreement and the Customer Project Commitment (and documents that modify them, such as Change Orders and Contingent Work Orders), covering information necessary for the implementation of a specific Project, such as authorizations, Substantial Completion and Operation Transfer Reports, Milestone Completion Reports and Final Inspection Reports, etc.

“Authority’s Authorized Representative” means an individual designated by Authority in accordance with Section 10.1(b) to coordinate a Project on behalf of Authority and to communicate with Customer concerning such Project.

“Authority Implemented Work” means Work undertaken by Authority for Customer as more fully set forth in a CPC (subject to the terms and conditions of this Master Agreement and any applicable Transaction Document) through the services of qualified Service Providers or Subproviders engaged by Authority.

“Authority Material Handling Fee” is a fee applied by the Authority to the cost of materials purchased directly by the Authority for a Project, where applicable, to reimburse the Authority for procurement, material handling, storage and/or restocking. The amount of such fee, when applicable to a Project, will be set forth in the CPC, as superseded by the Final CPC.

“Authority Program Fee” mean Authority’s fee applicable to each Project. Details of the Authority Program Fee will be set forth in the Compensation Schedule, attached hereto as Exhibit A, and the amount of such fee will be set forth in the CPC, as superseded by the Final CPC.

“Background Intellectual Property Rights” means Intellectual Property Rights of a Party owned, controlled, acquired, developed, invented, generated, authored, conceived or reduced to practice prior to the date of this Master Agreement, or acquired parallel to and independent of this Master Agreement or any Transaction Documents entered into under this Master Agreement.

“Capital Project” is a Project involving the design, construction, installation and/or modification of facilities and/or equipment in Customer’s Facility.

“Capital Project Terms and Conditions” means the additional terms and conditions set forth in Exhibit B applicable to Capital Projects provided by Authority or Service Provider to Customer hereunder.

“Change Order” is a Transaction Document that memorializes a modification to the CPC that cannot be made by Contingency Work Order, setting forth agreed-upon additions, deletions or revisions to the Work, and the cost and/or time impact to the Project.

“Compensation Schedule” is a schedule attached hereto as Exhibit A setting forth details about the Authority Program Fee and other relevant Project costs, where applicable, for the different services offered by Authority under this Master Agreement.

“Contingency Work Order” is a Transaction Document that memorializes the Authority’s use of the Project Contingency for a Project, such use to be reflected on subsequent CPCs that are executed for the particular Project.

“Customer’s Authorized Representative” means an individual designated by Customer in accordance with Section 10.1(a), to coordinate a Project on behalf of Customer and to assist Authority, its Service Providers and Subproviders with the implementation of the Project.

“Customer Project Commitment” or “CPC” is a Transaction Document containing terms and conditions for one or more specific Projects at a Customer’s Facility(ies) that includes, at a minimum, the location of Customer’s Facility, a detailed scope of Work (including a description of milestones, if any), the projected Project costs and any specific payment terms applicable to the Project.

“Debris” shall mean unregulated materials removed from a Customer Facility and unsuitable for further use.

“Environmental Laws” means all current and future federal, state and local laws (including common law), treaties, regulations, rules, ordinances, codes, decrees, judgments, directives, orders (including consent orders), environmental permits, and obligations and other requirements imposed by any “Governmental Authority” (as defined herein), including New York State Department of Environmental Conservation (“NYS DEC”) Technical Administrative Guidance Memoranda and other guidance documents issued or published by any Governmental Authority, in each case, relating to pollution, protection of the environment, natural resources, or protection of human health and safety from conditions in the environment, the presence, “Release” (as defined herein) of, threatened Release of, or exposure to, “Hazardous Substances” (as defined herein), or to the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling or handling of, or arrangement for such activities with respect to, Hazardous Substances.

“Environmental Liabilities” means all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, expenses, and costs, relating to environmental conditions or activities, including (i) Remediation costs, engineering costs, environmental consultant and expert fees, laboratory fees, permitting fees, investigation costs, defense costs, and reasonable attorneys’ fees and expenses; (ii) any claims, demands, and causes of action relating to or resulting from any personal injury (including wrongful death), property damage (real or personal) or natural resource damage; and (iii) any penalties, fines or costs associated with the failure to comply with any Environmental Law.

“Energy Services Program” or “ESP” includes energy efficiency projects and services; clean energy technology projects and services; high-performance and sustainable building programs and services (including technologies that reduce air and other pollution, conserve materials and resources such as water); and the construction, installation and/or operation of facilities or equipment done in connection with any such project, programs and services.

“Facility” means the building, structure or premises owned and/or operated by Customer that may benefit from Customer’s participation in Authority’s ESP Program.

“Final CPC” means the document that reflects the final reconciliation of Project costs and all amendments to the CPC that is issued by Authority to Customer upon completion of the Work for a Project.

“Final Inspection Report” means the report, if any, to be executed by Authority and Customer after completion of a Project.

“Hazardous Substances” means (i) any petroleum, petroleum products or byproducts, and all other regulated hydrocarbons (including without limitation, petrochemicals and crude oil), or any fraction thereof, coal ash, radon gas, asbestos, asbestos-containing material, urea formaldehyde, polychlorinated biphenyls, chlorofluorocarbons, and other ozone-depleting substances; and (ii) any chemical, material, substance, product or waste (including thermal discharges and hazardous waste) that is prohibited, limited, or regulated by or pursuant to any Environmental Laws.

“Intellectual Property Rights” means any and all intellectual property rights, including, but not limited to rights in any and all of the following: (i) technical information and know-how; (ii) discoveries, improvements, enhancements, upgrades, inventions, (whether or not patentable); (iii) patents, patent applications, patent disclosures, and any other patentable subject matter; (iv) copyrights, applications to register copyrights, works of authorship and any other copyrightable works; (v) trademarks, trade names, trade dresses, brand names, logos and similar marks; (vi) any sketches, drawings, outlines, drafts; (vii) computer software (including source code, executable code, databases, data and related documentation); (viii) trade secrets and know-how; and (ix) all improvements or modifications to any of the foregoing.

“Labor Cost” is that portion of the Total Reimbursement Costs for installation labor performed by Service Provider and Subprovider in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Long-Term Repayment Obligation” means the obligation of Customer to repay Authority in accordance with and subject to the terms of a loan agreement after conversion of a Short-Term Repayment Obligation.

“Material Cost” is that portion of the Total Reimbursement Costs related to equipment, materials and supplies in connection with the Work performed in connection with a Project pursuant to a CPC based on this Master Agreement. Such costs will be detailed in each CPC.

“Milestone Completion Report” means a document generated by Authority or Service Provider that identifies a milestone(s) satisfactorily completed during the progress of a Project or phase of a Project (i.e., design, construction, or otherwise), signifies Customer’s concurrence with the completion of such milestone and represents Customer’s authorization to proceed to the next milestone or phase of the Work, as applicable.

“Other Agreement” means any stand-alone agreements entered into between the Parties at any time, including, without limitation, non-disclosure agreements, privacy agreements, or grant agreements, but shall not include any Master Cost Recovery Agreement, Energy Efficiency Services Agreement or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement.

“Project” means any project or service undertaken through Authority’s ESP pursuant to a CPC based on this Master Agreement.

“Project Contingency” means a defined budget to be utilized at the Authority’s discretion in accordance with Section 2.3 hereof for, among other things, unexpected costs and expenses that may arise during the performance of a Project (usually calculated as a percentage of Material Cost and Labor Cost).

“Release” means any actual or threatened release, spill, emission, emptying, escape, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching, or migration into the environment or within any building, structure, facility, or fixture and/or the exacerbation of any preexisting condition of Hazardous Substances.

“Remediation” means the investigation (including any feasibility studies or reports), cleanup, removal, abatement, transportation, disposal, treatment (including in-situ treatment), management, stabilization, neutralization, collection, or containment of Hazardous Substances and any Release(s), that may be required to satisfy Environmental Laws, in each case, including, without limitation, any closure, restoration or monitoring, operations and maintenance activities, including any engineering or institutional controls, that may be required by any Governmental Authority after the completion of such investigation, study, cleanup, removal, transportation, disposal, treatment, neutralization, collection, or containment activities as well as the performance of any and all obligations imposed by any Governmental Authority in connection with such investigation, cleanup, removal, transportation, disposal, treatment (including in situ treatment), management, stabilization, neutralization, collection, or containment (including any such obligation that may be imposed pursuant to an Environmental permit or a consent order).

“Service Provider(s)” means a third party provider of goods and/or services that Authority, acting as the contracting entity, contracts with through its procurement policies, procedures and guidelines to perform Work in connection with a Project at Customer Facilities.

“Service Provider Fees” means the costs associated with the payment to Service Providers, its Subproviders and other third party professionals for Work performed with respect to a specific Project. Service Provider Fees will be detailed in each CPC.

“Short-Term Interest” is a cost component of the Total Reimbursement Costs of a Project representing the costs incurred by the Authority in connection with financing the delivery of a Project during the time within which such funds remain unpaid by Customer.

“Short-Term Repayment Obligation” refers to Customer’s obligation to reimburse Authority for the costs of delivering a Project, as identified in the Final CPC.

“Short-Term Repayment Obligation Maturity Date” means the date set forth in the Final CPC, no later than ninety (90) days following the approval of the Final CPC.

“Specific Subject Matter” shall mean intellectual property rights, Authority’s liability and limitation thereof, Project warranties, and amendments to this Master Agreement and/or any Transaction Documents.

“Subprovider(s)” refers to individuals or entities retained by the Service Provider(s) to perform all or part of the Work.

“Substantial Completion and Operation Transfer Report” is a document signed by the Parties signifying that the equipment and/or facilities installed at the Project have been inspected, tested and accepted by Customer.

“Third Party” means any utility company, permit agency, governmental authority having jurisdiction over a Project, any contractor or service provider hired by Customer, or any other third party that is not a Service Provider or Subprovider but is, directly or indirectly, involved in or whose approval is required in connection with, a Project and not under contract, directly or indirectly, with the Authority.

“Total Annual Energy Savings” is the estimated net reduction in Customer’s annual usage of (a) energy service, (b) other utilities including, but not limited to, water and sewer, and (c) any related operation or maintenance savings, if applicable, resulting from the installation of one or more energy conservation measures in accordance with this Master Agreement.

“Total Reimbursement Costs” is the sum of all of the costs of a Project as set forth in the CPC and Final CPC, including, but not limited to, to the extent applicable to such Project: (1) Material Cost; (2) Labor Cost; (3) the amount of the Project Contingency applied as a Project cost; (4) Service Provider Fees; (5) Authority Program Fee; (6) Short-Term Interest; and (7) other Project-related costs and expenses.

“Transaction Document(s)” means with respect to a Project, this Master Agreement and any related Customer Project Commitment and any document that modify them, such as Change Orders and Contingency Work Orders.

“Waste” refers to waste PCBs (as defined by the United States Environmental Protection Agency (“USEPA”) in 40 CFR Part 761) and hazardous waste (as defined by the USEPA in 40 CFR Part 261 and the NYS DEC in 6 NYCRR Part 371) as well as other material regulated for purposes of release, reuse, disposal, or recycling (e.g. CFCs, ethylene glycol, mercury, oil, asbestos), which form a part of the equipment removed from Customer Facilities due to implementing the Work. Disposal of such Waste shall be conducted in accordance with the provisions set forth in Article IV.

“Work” means the services performed for Customer for a selected Customer Facility pursuant to this Master Agreement and the other Transaction Documents for a Project. The scope of Work shall be described in the CPC, as amended by subsequent Change Orders, Contingency Work Orders, and the Final CPC.

ARTICLE I

SCOPE AND APPLICATION OF AGREEMENT; ORDER OF PRECEDENCE

1.1 Transaction Documents. In connection with each Project, the Parties will, either concurrently with or subsequently to this Master Agreement, enter into one or more Customer Project Commitments, or similar memoranda, that define a specific Project(s) and the costs and fees associated with such Project, and associated Ancillary Documents. Except as otherwise expressly set forth therein, all Transaction Documents, upon execution by the Parties, shall be

governed by the terms and conditions of this Master Agreement. Each Transaction Document shall contain a specific reference to this Master Agreement and CPC, as applicable. This Master Agreement does not obligate Authority to accept requests for Projects issued by Customer or obligate any Party to enter into a CPC.

1.2 Entire Agreement. Subject to the provisions of Section 1.4 below, with respect to a Project, this Master Agreement (including Exhibits A, B, and C and any other exhibits, schedules or appendices hereto) and any Transaction Document which specifically references a Project, constitute the entire agreement between Authority and Customer concerning such Project, and supersedes all prior negotiations, representations, contracts and agreements concerning such Project.

1.3 Conflict and Order of Precedence. In the event of a conflict between the terms of this Master Agreement and the terms and conditions set forth in another Transaction Document, or between the terms of two or more Transaction Documents in effect for a Project, the order of precedence shall be as follows: (i) the terms of the CPC for such Project (as amended by Contingency Work Orders and/or Change Orders and as superseded by the Final CPC) but solely with respect to the price (i.e., the Project's Total Reimbursement Costs), payment terms, and scope of Work (including description of milestones) of the Project; (ii) the terms of this Master Agreement; (iii) the remaining terms of the Project CPC; and (iv) the terms of any Ancillary Document. Notwithstanding the foregoing, the Parties agree that with respect to Specific Subject Matters, if the terms of a Transaction Document concerning a Specific Subject Matter are more favorable to Authority than the respective terms set forth in this Master Agreement, the more favorable terms of the Transaction Document shall prevail with respect to the Project to which it relates. (By way of example, if a Transaction Document includes a term that disclaims any warranties by Authority (or Service Provider) for Work performed, such term would prevail over the warranties set forth in Section 7.1. hereof.)

1.4 Other Agreements. This Master Agreement supersedes all Master Cost Recovery Agreements, Energy Services Agreements or other agreements governing services under the ESP entered into by the Parties prior to the execution of this Master Agreement. Notwithstanding the foregoing, this Master Agreement does not supersede and does not apply to any Other Agreements existing between Customer and Authority. Any projects which Authority has undertaken or undertakes at Customer Facilities pursuant to such Other Agreements, or under prior Energy Services Agreements under which projects remain incomplete as of the date of this Master Agreement, shall be governed by those agreements and related documents, unless otherwise agreed in writing. Termination of this Master Agreement shall have no effect on the Other Agreements which will remain in full force and effect according to their respective terms.

1.5 Amendments. This Master Agreement and any other Transaction Document executed in connection herewith may be amended only in writing signed by an authorized officer or designee of Authority and Customer.

ARTICLE II

GENERAL PROJECT STRUCTURE

2.1 Customer Project Commitment or CPC. For each Project undertaken under this Master Agreement, the parties will enter into one or more CPC(s), each of which will state the specific terms and conditions applicable to such Project, segregating the Project into logical phases to be performed consecutively. Each CPC will include, at a minimum, the phasing plan setting forth how the Project will proceed, the location of Customer's Facility, scope of Work, (including description of milestones, if any), projected Total Reimbursement Costs, and payment terms.

The Authority is not obligated to commence any Work for a particular Project unless or until a CPC is executed by Authority and Customer. Notwithstanding the foregoing, the Parties may agree to expedite the commencement of a portion of the Work associated with a particular Project prior to the execution of a CPC provided that the Parties memorialize such agreement prior to the commencement of such Work in a writing that sets forth the specific items of Work to be commenced and the associated cost of such Work. In such event, Customer agrees to bear the costs of any Work undertaken by Authority or its Service Providers for Customer in preparation for or with respect to such Project or potential Project even if no CPC is ultimately executed.

2.2 Final CPC. As soon as practicable following completion of the Work and receipt of all invoices associated with a Project, Authority will generate a Final CPC which will include all Contingency Work Orders, and all agreed-upon Change Orders, if any. The Final CPC will reconcile the Total Reimbursement Costs set forth in the CPC on the basis of Authority's actual costs and will supersede all prior CPCs. The Final CPC shall also describe the Project-specific terms for the Work completed at the Facility or Facilities, Customer's Short-Term Repayment Obligation, and the final repayment terms. Authority and Customer shall execute such Final CPC, which shall be "deemed executed" unless Customer disputes such Final CPC in writing within forty-five (45) days of the Authority's transmission thereof. If Customer timely disputes the Final CPC, then the Parties shall endeavor to resolve the dispute as expeditiously as possible in accordance with the procedures set forth in Section 11.2; provided, however, that Customer shall pay any undisputed amounts of Customer's Short-Term Repayment Obligations set forth in the Final CPC in accordance with Article V hereof.

2.3 Contingency Work Order. If unexpected costs and expenses arise during the performance of a Project, the Authority may utilize the Project Contingency, provided that (i) the scope modifications, if any, are consistent with the general nature of the Project; (ii) the modifications do not render the Project ineligible under the Authority's Energy Services Program requirements; and (iii) the cumulative increased Project costs do not exceed the Project Contingency. Contingency Work Orders may be utilized to account for, among other things, remedial work required due to design or construction omissions (whether remedial work is caused by omissions of Authority, its Service Providers or Customer) to the extent that the requirements set forth above are met. If the requirements for a Contingency Work Order are not met, Authority and Customer may negotiate a Change Order as described in Section 2.4 below.

As the Project Contingency is utilized, the Authority will issue a Contingency Work Order, which shall be effective upon issuance and automatically update the terms of the respective CPC

without the need for express Customer approval. Any objections to the manner in which the Authority is utilizing the Project Contingency must be raised by the Customer in writing to the Authority within seven (7) days of the Authority's issuance of any such Contingency Work Order, or such other period of time identified in the Contingency Work Order. Failure to comply with this notice requirement by the Customer will be deemed a waiver of any claim that (i) the Project Contingency was used improperly; or (ii) that payment on account of such Contingency Work Order is disputed. Upon request, the Authority will provide Customer with periodic reports that establish an accounting of how the Project Contingency is being utilized.

2.4 Change Order. Any party to a CPC may at any time by written notice to the other party request modifications to the Work described in the executed CPC. Authority shall provide Customer with a written analysis of the effects of the requested modification(s) and, provided that the requested modification(s) do not materially alter the general scope of the Project, the Parties will negotiate a Change Order to the CPC. No Change Order shall take effect until it is approved within the time period specified in the Change Order by Authority and by Customer in accordance with Customer's procedures to authorize amendments to the CPC. In the event of a dispute over a request for a Change Order, Authority may elect to proceed with the Work in accordance with the scope of Work as set forth in the CPC (as revised by agreed-upon Change Orders and/or Contingency Work Orders), or the dispute may be treated under the provisions of Section 11.1 hereof.

2.5 Unforeseen Circumstances or Conditions. In the event that circumstances or conditions at Customer's Facility are encountered after a CPC is executed, that may require changes to the Project schedule and/or result in an increase to the Total Reimbursement Costs of the Project, Authority shall as soon as practicable notify Customer. The CPC shall be revised by a Contingency Work Order or a Change Order, as applicable, to incorporate necessary changes to the Project schedule, the scope of Work and/or any increase in the Total Reimbursement Costs, as a result of the existence of the unforeseen circumstance or condition. Customer shall assume any increase in costs as part of its Short-Term Repayment Obligation.

2.6 Third Party Obligations. The Authority shall not be held responsible for any action or failure to act of Customer, its officers, employees, agents, representatives or any Third Party, including, but not limited to, any delay in issuance or any non-issuance of a permit or approval necessary to perform or close out the Work under a Project. Any changes to the Project schedule or scope of Work or any increase in the Total Reimbursement Costs caused by such act or failure to act, shall be Customer's responsibility. If the Third Party conduct necessitates the issuance of a Change Order to compensate the Authority for any changes to the Project schedule, scope of Work or Total Reimbursement Costs resulting from such act or failure to act, Authority may suspend its Work on the Project until Customer approves such Change Order. If Customer fails to approve the Change Order within thirty (30) days of its issuance or the Project is suspended as a result for more than ninety (90) days, Authority, in its sole discretion, may terminate all Project Work and issue a Final CPC as provided in Section 3.4(d) below.

2.7 Execution and Disputes Regarding Reports. The execution of a Milestone Completion, Final Inspection, Substantial Completion and Operation Transfer Report or similar report(s) shall not be unreasonably withheld by either Party, and the Parties shall endeavor to fully execute such report within thirty (30) days after its submittal to Customer or it shall be deemed

executed unless it was disputed by Customer in writing within such thirty (30) day period. In the event of any disputes by Customer with respect to such report(s), the Parties shall endeavor to resolve such dispute as expeditiously as possible in accordance with Sec. 11.1 hereof.

2.8 Limitation on Work in Certain Premises. Absent the express written consent of Authority, no Work of any kind shall be performed in any premises of Customer used for private business use within the meaning of Section 141(b) of the U.S. Internal Revenue Code of 1986, as amended.

2.9 Eligibility Criteria. Projects will be undertaken on an individual basis in Customer's Facilities as deemed feasible and advisable by Authority and mutually agreed to by Authority and Customer. A Project will not proceed unless it satisfies (as determined by Authority in its sole discretion) Authority's requirements related to reduction in overall primary energy costs, energy conservation, results in environmental benefits and/or other requirements of the Authority's Energy Services Program, then in effect.

ARTICLE III

SUSPENSION AND TERMINATION OF PROJECTS

3.1 Suspension of Work.

(a) Suspension by Customer. Customer may direct Authority to suspend Work at any Customer Facility by written notice to Authority. Authority, and the Service Providers and Subproviders, will thereupon cease Work at that Facility as soon as practicable.

(b) Suspension by Authority. In addition to any other right by Authority to suspend Work on a Project set forth herein, Authority may suspend Work at any Customer Facility if any of the following occurs: (i) Customer fails to make payment to Authority when due; and such payment default continues for a period of ten (10) days after written notice thereof by Authority to Customer; (ii) circumstances or conditions at Customer's Facility are discovered after a CPC is executed which require changes to the Project and/or result in an increase to the Project's Total Reimbursement Costs that cannot be covered by the use of any remaining Project Contingency budgeted for the Project; (iii) a Third Party's act or failure to act causes a delay to the critical path of the Project schedule that continues for a period of thirty (30) days after written notice thereof by Authority to Customer; (iv) a delay caused by a Force Majeure event continues for a period of fifteen (15) consecutive days; (v) the existence of a hazard not caused by Authority or its Service Provider(s) that threatens the safety and protection of the site, its inhabitants or the public; or (vi) the existence of an unforeseen circumstance or condition the correction of which could reasonably be expected to (A) create an unreasonable risk for Authority or Service Provider not ordinarily associated with projects of similar size and scope (as determined by Authority); (B) create a threat to life or safety of the inhabitants or the public in general, or (C) violate applicable federal, state or local laws, regulations, codes or standards.

(c) Liability for Cost Increase as Result of Suspension. The suspension of Work by either Party pursuant to the provisions of this Section 3.1 may adversely impact the Project schedule, the scope of Work and/or the Total Reimbursement Costs. The CPC may be

revised by a Contingency Work Order or Change Order, as applicable, to incorporate any necessary changes. Customer shall assume any increase in the Total Reimbursement Costs in full as part of its Short-Term Repayment Obligation unless the suspension was caused by the gross negligence or willful misconduct of Authority, its Service Provider or Subprovider, in which case Customer will not be responsible for any increase in the Total Reimbursement Costs to the extent such increase is caused by such gross negligence or willful misconduct.

(d) Resumption of Work After Suspension. In the event Work on a Project was suspended by a Party (whether pursuant to this Section 3.1 or otherwise), Authority and Customer have to agree in writing that Work shall resume before any Work on the Project can continue. In the event Work is suspended for more than ninety (90) days, Authority, in its sole discretion, may terminate Work for that Project and Authority shall issue a Final CPC as provided in Section 3.4(d) below.

3.2 Emergency. If an emergency results in or could reasonably be expected to result in personal injury or loss of life or damage or harm to property or public safety, Customer, acting in good faith in order to prevent, avoid or mitigate personal injury or loss of life or damage or harm to property or public safety may direct a Service Provider to suspend Work. Customer shall provide written notification to Authority of the suspension and events leading up to the suspension within eight (8) hours after the emergency has been stabilized. Sections 3.1(c) and (d) shall also be applicable to a suspension under this Section 3.2.

3.3 Termination of a Project. Authority may terminate a Project (and the related CPC) at any time upon thirty (30) days' prior written notice to Customer. In addition, the following incidents shall be deemed to immediately terminate a Project: (i) closure, abandonment, destruction or material damage to the Facility for which Project Work is being performed; (ii) reduction or elimination of energy savings or other modification to the Project that, in the Authority's opinion, renders the Project ineligible under the Authority's requirements for inclusion in its Energy Services Program, whether due to removal, by-passing or alteration of equipment or due to any unforeseen event; (iii) discovery of asbestos or other hazardous material in Customer's Facility that impedes the execution of the Work; and (iv) failure by Customer to make payment to Authority when due and such payment default continues for a period of thirty (30) days after written notice thereof by Authority to Customer.

3.4 Actions Upon Project Termination or Cancellation. In the event that a Project is canceled or terminated in whole or in part subsequent to execution of a CPC but prior to completion of such Project, Authority shall:

(a) Discontinue or direct Service Provider(s) to discontinue all Work and the placement of all orders for materials, equipment or labor otherwise required for the Project or terminated part of the Project, as applicable;

(b) Cancel or direct Service Provider to cancel all existing orders and subcontracts related to performance of the Project or terminated part of the Project, as applicable;

(c) Take actions reasonably necessary, or as directed by Customer in writing, for the protection and preservation of the Work and all Project-related equipment, materials and property within Authority's or Service Provider's possession and control; and

(d) Issue a Final CPC covering (i) that portion of the Total Reimbursement Cost (excluding the Authority Program Fee) actually incurred by Authority at or prior to such termination/cancellation both for the performed and for the terminated portion(s) of the Work (including, but not limited to, non-cancelable material and equipment not yet incorporated into the Work); (ii) the costs for any additional services performed by Authority or Service Provider pursuant to 3.4(c) hereof; (iii) any wind-down costs incurred by Authority and its Service Providers and Subproviders as a result of the termination/cancellation, along with Service Providers' and Subproviders' reasonable and customary overhead and profit on the Work not executed; and (iv) the Authority Program Fee. The Authority Program Fee for a Project that is terminated or canceled prior to completion shall be as set forth in the Compensation Schedule, unless otherwise agreed upon by the Parties in the CPC.

ARTICLE IV

ENVIRONMENTAL PROVISIONS

4.1 Hazardous Materials and Disposal of Waste and Debris.

(a) General Responsibilities. With respect to Authority Implemented Work, Authority shall require that Service Provider and/or Subprovider (as applicable) be responsible for environmental air monitoring and thoroughly cleaning the job site, including the removal of Waste and Debris generated as a result of a Project. Such removal may involve the management, transportation and disposal of Waste and Debris. If in the course of performing the scope of the Project Work as described in the CPC for any Authority Implemented Work, Authority encounters existing Hazardous Materials, including but not limited to Waste, any such materials shall be handled, transported and disposed of in accordance with applicable local, state and federal laws and regulations, as well as Authority's policies and procedures.

(b) Customer is Generator of Waste. The Customer acknowledges that, in accordance with USEPA and NYS DEC regulations, it is, and remains the Generator of, and holds title to, any Waste encountered during Work performed pursuant to this Master Agreement. If the Customer holds a Hazardous Waste "Generator Identification Number" for the specific site where work is being performed (as defined in Section 3010 of Subtitle C of RCRA), that number will be utilized for any and all hazardous waste disposal. If a Hazardous Waste "Generator Identification Number" does not exist, one may need to be obtained from the USEPA for each site from which Authority removes Waste. The Customer authorizes Authority, where required by USEPA and/or NYS DEC regulations, to apply in the name of the Customer for Hazardous Waste Generator Identification Numbers in order to dispose of Waste pursuant to this Master Agreement and to act as the contact Party for such applications. To the extent that the Customer is the generator of the Waste, a duly authorized representative of the Customer must sign such applications when requested by Authority. The Customer also authorizes Authority, where required by USEPA and/or NYS DEC regulations, to prepare, in the name of the Customer, any manifests or other forms required for the disposal of the Waste generated pursuant to activities under this Master

Agreement. A duly authorized representative of the Customer shall sign any manifests or other shipping records required to ship Waste offsite for disposal.

(c) Notification and Cost of Waste Disposal. With respect to Authority Implemented Work, Authority shall advise Customer (whenever possible, in advance of removal) where material determined to be Waste has been encountered which must be disposed of pursuant to USEPA and NYS DEC regulations. Authority shall keep the Customer fully informed of Authority's activities on its behalf and shall provide the Customer with copies of all applications and other materials provided or received in connection with actions taken pursuant to this authorization. The direct costs of Waste disposal will be included in the Final CPC. Any costs to Authority relating to the Project that may arise subsequent to the time the Final CPC is executed (or deemed executed) under present or future laws or regulations due to pollution, clean-up or otherwise at the site of disposal shall be borne by the Customer. If, however, such costs are due to the negligence or willful acts of Authority's Service Provider or Subprovider or due to the willful acts of Authority, the Customer shall not be responsible. With respect to Authority Implemented Work, Authority shall use reasonable diligence in overseeing the removal and disposal of Waste, shall maintain complete and accurate records thereof, and shall make those records available to the Customer upon request. In addition, any existing equipment determined by the Customer to be useful to the Customer may, at the Customer's request, be retained by the Customer and shall be the sole responsibility of the Customer.

(d) Customer Disposal of Waste. Notwithstanding the foregoing, the Customer shall have the option of disposing of Waste and Debris generated as a result of a Project at its own expense in accordance with all applicable local, state and federal laws and regulations, as well as Authority's policies and procedures.

4.2 Remediation. The Customer shall be responsible for the performance of any Remediation required under applicable local, state and federal Environmental Laws in order to address the existence or suspected existence of Hazardous Substances in, on, or under the job site that are discovered or encountered during Work performed and any Release or threatened Release in, on, under, over or migrating to, from or through the job site. The Customer shall promptly take all actions as are necessary to perform Remediation of any such Release or Discovery, and such other work as may be required by any Governmental Authority to safeguard the health, safety or welfare of any persons, the land and any improvements thereon or there under, from any Release or threatened Release or Discovery. In the case any Remediation is required, the Customer shall be responsible for restoring the affected portion or portions of the job site, together with any and all affected soil and groundwater, to the functional and topographical condition that existed prior to the Release and Remediation, as well as to the condition required by Environmental Laws, and as necessary to satisfy the requirements of any Governmental Authority exercising jurisdiction with respect to the job site for such Release or Discovery.

4.3 Environmental Indemnification. Customer shall be solely responsible for any and all loss, damage or injury to persons or property and for any cleanup costs associated with any site where Waste and Debris are disposed of or comes to be situated including, but not limited to, response and remedial costs. In addition, to the extent permitted by law, the Customer shall, at its sole cost and expense, indemnify, defend and hold harmless Authority and the State of New York against any loss, liability (including, without limitation, judgments, attorney's fees, court costs,

penalties or fines), or expenses of any type (including, but not limited to, required corrective actions) which Authority or the State of New York incurs because of injury to, or death of any person, or on account of damage to property, or any other claim arising out of, in connection with, or as a consequence of (a) the disposition or use of retained equipment by the Customer or anyone for whose acts the Customer may be liable, and (b) any cleanup costs associated with any site where Waste and Debris are disposed of or come to be situated traceable to such Waste and Debris including, but not limited to, response and remedial costs.

ARTICLE V

RECOVERY OF COSTS/REPAYMENT OBLIGATION

5.1 Project Cost. Authority shall initially pay for and/or incur costs for all components of the Total Reimbursement Costs applicable to a Project at the selected Customer Facility. Customer agrees to pay the Authority the Total Reimbursement Costs specified in the respective CPC as reconciled by the Final CPC.

5.2 Total Reimbursement Costs. The following components of the Total Reimbursement Costs may be delineated in a CPC for a particular Project:

(a) Material Cost. The Material Cost represents the cost of materials, equipment, fixtures, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

(b) Labor Cost. The Labor Cost represents (i) the sum of all wages paid to skilled trade and craft workers, plus employee benefits, payroll taxes, insurance and related costs; or (ii) the fees paid to skilled trade and craft workers that are not employees, in each case as represented on the Service Providers' or Subproviders' invoice.

(c) Project Contingency. The Project Contingency, or a portion thereof, actually applied by the Authority to the Project as set forth in a Contingency Work Order.

(d) Service Provider Fees. The Service Provider Fees represent the costs associated with the payment of Service Providers, Subproviders and other third party professionals based on actual invoices, individual billing rates based on hourly increments, or a percentage fee applied to certain Project costs, plus reimbursable expenses;

(e) Authority Program Fee. The Authority Program Fee reimburses Authority for services provided by Authority during the implementation of a Project. The Authority Program Fee can be based on a percentage fee applied to certain Project costs, a lump sum fee, individual billing rates based on hourly increments and/or other fee arrangements identified in the Compensation Schedule.

(f) Short-Term Interest. Short-Term Interest reimburses the Authority for costs incurred in connection with financing the delivery of a Project. It is based on the underlying source of funds chosen by the Authority, in its sole discretion, to finance a Project during its

implementation and may vary depending upon the actual financing product the Authority selects. In addition to the actual interest expense incurred by the Authority on the short-term debt issued for Project expenses, Short-Term Interest may include additional fees for administering the financing program including but not limited to costs incurred to secure liquidity facilities, remarketing services, purchase of an interest rate cap(s), issuing and payment agents and other financing related costs and credit premiums, if any.

(g) Other Project-Related Costs. Other Project-related costs may include Authority Material Handling Fee, Waste disposal costs, additional Project-specific insurance, surety bond costs, specialty services and other Project-specific costs not otherwise included in any of the above categories.

5.3 Billing. The specific billing method for each Project is set forth in the CPC and/or the long-term financing agreement associated with the particular Project. The final repayment amount due to the Authority will be the Total Reimbursement Costs as reconciled in a Final CPC to reflect adjustments to account for payments made or additional charges incurred by Customer and will constitute the Customer's Short-Term Repayment Obligation. In the event a Project is terminated before completion, Authority shall issue a Final CPC as provided in Section 3.4(d).

5.4 Payment.

(a) Payments. Customer shall pay any invoiced amounts to Authority within thirty (30) days of Customer's receipt of Authority's invoice. Any outstanding amounts not paid within such thirty (30) day period shall accrue additional Short-Term Interest until the date when payment is made in full. Such additional Short-Term Interest will be reflected on subsequent invoices and/or the Final CPC.

(b) Late Payment. Customer's final Short-Term Repayment Obligation shall be fully repaid on or before the Short-Term Repayment Obligation Maturity Date. Any amount due and unpaid on the Short-Term Repayment Obligation Maturity Date shall be subject to a late payment charge determined as the greater of (i) interest in accordance with the late payment rate set forth in State Finance Law §179(g); or (ii) the late charges payable under the terms of Authority's electric service, in accordance with provision 454.6 (b) of Authority's Rules and Regulations for Power Service, as such regulation may be amended from time to time. Authority, in its sole discretion, may waive the application of such late payment charge for a Project upon sufficient justification demonstrated by Customer.

5.5 Grants and Funding. Authority may pursue and apply for grants or other available funding for the respective Project, where applicable, when authorized by Customer. The Customer may assign the right to receive such grants or other available funding to the Authority, and the Authority may, at its sole discretion, accept such assignment. If Authority accepts such assignment, the Authority will apply the funds to reduce the Total Reimbursement Costs, provided the funds are actually received by the Authority by the Short Term Repayment Obligation Maturity Date.

5.6 Long-Term Financing for Capital Projects. Should Customer require financing to satisfy its Short Term Repayment Obligation for a Capital Project, the Customer may apply for permanent long-term financing through any of the financing products offered by the Authority to

convert Customer's Short-Term Repayment Obligation to a Long-Term Repayment Obligation. Authority may agree to such financing, in its sole discretion. Regardless of whether the Customer elects to utilize any of the Authority's available financing products, the Customer is responsible for satisfying its Short Term Repayment Obligation within the time constraints set forth herein.

If the Customer is interested in any of the Authority's long-term financing products, it must indicate its interest by marking the appropriate section of the CPC for the design phase of a Capital Project. To be eligible for the Authority's long-term financing products, Customer must comply with the Authority's policies and procedures for long term repayment. If Customer's long-term financing application is approved by the Authority, the Parties' obligations with respect to long-term financing will be set out in a separate loan agreement with terms and conditions agreed to by the Parties. This long-term financing option will allow the Customer to convert the Short-Term Repayment Obligation to a Long-Term Repayment Obligation.

ARTICLE VI

INSURANCE REQUIREMENTS.

Authority's agreements with the Service Providers shall provide that the Service Provider or Subproviders shall obtain and maintain the policies of insurance with the identified limits set forth in Section 6.1, unless additional policies of insurance and/or higher limits are required under the applicable CPC. The costs of such insurance will be part of the Total Reimbursement Costs.

6.1 Insurance Requirements:

(a) Workers' Compensation (inclusive of New York State disability benefits) and Employer's Liability coverage;

(b) Commercial General Liability insurance policy, including Contractual Liability and Products/Completed Operations Liability coverages, with limits of not less than \$2,000,000 per occurrence for bodily injury and not less than \$2,000,000 for property damage, such policies naming Authority, Customer and the State of New York as additional insureds under the policy;

(c) Automobile Liability coverage with a minimum limit of \$1,000,000 per accident; and

(d) if required under the applicable CPC:

(i) Pollution Liability, including coverage for asbestos abatement, with minimum limits of \$1,000,000 per occurrence;

(ii) Professional Liability insurance with a minimum limit of \$1,000,000; and

(iii) Builder's risk insurance in the amount of the estimated Total Reimbursement Cost to be issued on a replacement cost basis without optional deductibles and

will include the interests of Customer, Authority, and the Service Providers. Such insurance shall be maintained until final payment has been made by Customer to Authority.

6.2 Adjustments. The types of insurances required and/or policy limits listed in Sections 6.1 above may be adjusted as Customer and Authority deem appropriate in connection with a specific CPC. The form and sufficiency of each insurance policy required to be obtained hereunder by the Service Provider or Subprovider shall be subject to approval by Authority. Authority shall hold all Certificates of Insurance submitted to the Authority by its Service Providers and Subproviders with respect to any Project implemented under this Master Agreement.

6.3 Customer Insurance Requirements. With specific regard to the ESP equipment, for so long as any portion of Customer's Short-Term or Long-Term Repayment Obligation, as applicable, remains unpaid, Customer shall procure an all risk policy of insurance which will insure the equipment for full replacement cost value against loss while the equipment is in Customer's care, custody and control. The insurance policy shall name Authority and the State of New York as additional insured and loss payees, and shall contain a full waiver of subrogation against Authority, its agents, Service Providers, Subproviders and the State of New York. Customer shall also procure a Commercial General Liability insurance policy with minimum limits of \$5,000,000 per occurrence for bodily injury and property damage naming Authority and the State of New York as additional insured. In lieu of obtaining all risk and commercial general liability insurance, Customer may request in writing to Authority to self-insure against risk of loss. Authority may approve or deny such request in its sole discretion. Customer agrees to provide any relevant documents or information requested by Authority in order for Authority to make the determination that Customer has sufficient resources to self-insure. The decision to self-insure will not relieve Customer of any of the obligations imposed herein and shall afford Authority the protection against loss and rights it would have received, if Customer had obtained such policies of insurance.

ARTICLE VII

WARRANTIES, DAMAGES, LIABILITY, ETC.

7.1 Service Provider's Warranty Requirements. Authority's agreements with its Service Providers shall provide that all Work performed and any materials provided by the Service Providers under the agreements shall be free from any defects. Such agreements shall further provide that any defective Work or materials identified within one (1) year after (i) execution (or deemed execution) by the Parties of a Substantial Completion and Operation Transfer Report or (ii) if no such report must be signed, completion of the Project, shall be promptly corrected, repaired, replaced, re-performed or otherwise remedied by the Service Provider and/or Subprovider(s) at no additional expense to Customer. Authority's agreements with Service Providers shall also provide that any manufacturers' warranties for equipment installed at Customer's Facilities be assigned to Customer.

Authority shall have no obligation to assist Customer with any warranty claims against a Service Provider or equipment manufacturer. Customer shall coordinate any warranty claims directly with the respective Service Provider or equipment manufacturer.

7.2 Authority Warranty Disclaimer. THE WARRANTY PROVIDED BY SERVICE PROVIDER AND THE ASSIGNED WARRANTIES OF THE EQUIPMENT MANUFACTURERS ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES. AUTHORITY EXPRESSLY EXCLUDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION OR QUALITY NOT EXPRESSLY SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW. NO AFFIRMATION OF AUTHORITY, BY WORDS OR ACTION, SHALL CONSTITUTE A WARRANTY. DESCRIPTIONS, SPECIFICATIONS, DRAWINGS, AND OTHER PARTICULARS FURNISHED TO CUSTOMER ARE ONLY ESTIMATES AND DO NOT CREATE A WARRANTY.

7.3 Projected Energy Savings. Authority and its Service Providers shall use their best efforts to prepare accurate engineering estimates. After energy efficiency Work is completed in Customer's Facility, it is the intent and expectation of the Parties that Customer's annual energy usage for that Facility shall not increase above the pre-installation level except due to changes in rates or increases in usage not related to the implementation of the ESP Work. Customer is responsible for providing Authority with accurate information concerning the operation of its Facility. Customer understands that the projected energy savings are based upon such Customer input. It is Customer's sole responsibility to ensure that the expected energy savings meet Customer's satisfaction at the time the CPC for a Project is executed.

AUTHORITY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ENERGY SAVINGS PROJECTED BY AUTHORITY OR OTHERWISE EXPECTED BY CUSTOMER THAT CANNOT BE ACHIEVED.

7.4 Uncontrollable Forces. Authority shall not be responsible for delays or failures in performance resulting from occurrences beyond its reasonable control including, but not limited to, acts of God, strikes, walkouts, acts of war, or any law, regulation, or action of any court or governmental authority, fire, malfunctions in communication lines or computer hardware, power failures, shipping or delivery delays or other events caused by those not party to this Master Agreement (including, without limitation, any Third Parties, and any Service Providers or Subproviders of Authority). In the event Authority or the Service Providers or Subproviders are unable to fulfill any obligations hereunder by reason of such uncontrollable forces, Customer will be notified in writing and the completion dates described in the CPC will be extended by the amount of additional time reasonably necessary to complete the Work. If necessary, Authority will issue a Contingency Work Order or a Change Order, as applicable.

7.5 Damages, Indemnification by Service Provider.

(a) Damages. Authority's agreements with the Service Providers shall include a provision that all damage of whatever nature resulting from the performance of the Work or resulting to the Work during its progress, from whatever cause shall be borne by the Service Provider, and all Work performed shall be solely at the Service Provider's risk until the Work has been finally inspected and accepted by Authority. The Service Provider, however, shall not be responsible for damages resulting from gross negligence or willful misconduct of officials or employees of Authority or Customer.

(b) Indemnification. Authority's agreements with the Service Providers will include a provision that to the extent permitted by law, the Service Provider shall assume the entire responsibility and liability for and defense of, and pay and indemnify, Authority, Customer, and the State of New York (where a Project undertaken for Customer is located on property of New York State), against any loss, damage, expense or liability and will hold each of them harmless from and pay any loss, damage, cost or expense (including without limitation, judgments, attorney's fees, and court costs) which Authority, Customer or the State of New York incur because of injury to or death of any person or on account of damage to property, or any claim arising out of, in connection with, or as a consequence of, the performance of the Work and/or any act or omission of the Service Provider or any of its Subproviders, employees, agents or anyone directly or indirectly employed by the Service Provider or anyone for whose acts the Service Provider may be liable.

7.6 Limitation of Authority's Liability.

(a) Obligation to Exhaust Remedies against Service Provider. In the event of any alleged Authority liability to Customer, Customer shall first pursue and exhaust all remedies in law against the Service Providers and Subproviders and under the insurance identified in Article VI above and carried by the Service Providers and Subproviders before making any claim or taking any action against Authority.

(b) Exclusion of Indirect, Incidental, Consequential Damages. To the fullest extent permitted by law, Authority shall not be liable to Customer, for any indirect, special, incidental, or consequential damages of any kind (including without limitation, any loss of property or equipment, loss of profits or revenue, loss of use of equipment or power systems, cost of capital, cost of purchased or replacement power or temporary equipment, including additional expenses incurred in using existing facilities) related to or arising in connection with this Master Agreement or any other Transaction Document executed in connection herewith, regardless of the form of action (whether in contract, tort or otherwise), even if Authority has been advised of the possibility of such damages.

(c) Total Liability Cap. The Parties agree that in no event shall Authority's total liability (whether in contract, tort or otherwise) for all claims relating to a Project exceed ten percent (10%) of the Total Reimbursement Costs for such Project set forth in the respective CPC.

(d) No Limitation of Service Provider/Subprovider Liability. Nothing in this Section 7.6 shall be construed as limiting the liability of a Service Provider or Subprovider to Authority or Customer in connection with the performance of such Service Provider's or Subprovider's Work on Customer's premises.

7.7 Customer's Responsibility for Project Equipment and Performed Work. Upon delivery at Customer's Facility, Customer shall be responsible for all damage to all Project materials, supplies and equipment of every description and all Work performed at Customer's site unless such damages are caused by Authority or its Service Providers or Subproviders.

ARTICLE VIII

INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property; Proprietary Information.

(a) Intellectual Property Rights. Neither Party shall acquire, directly or by implication, any ownership of any Background Intellectual Property Rights of the other Party. Each Party shall retain title to any Intellectual Property Rights developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Master Agreement without the other Party's Background Intellectual Property Rights. Notwithstanding any of the foregoing, it is agreed by the Parties that Authority shall be the sole owner of all Intellectual Property Rights related to any Project which is jointly developed, invented or otherwise generated during the performance of this Master Agreement or any Transaction Document.

(b) Work Product; Proprietary Information. Unless and until Customer has repaid its Short-Term or Long-Term Repayment Obligation, as applicable, the Facility data, evaluations, design and other information produced by Authority or its Service Providers in connection with a Project shall be the property of Authority. Customer shall have the right to use any such proprietary information for the maintenance of Project installations in its Facilities. Upon payment in full by Customer, such information shall become the property of Customer. Any information identified as confidential which is exchanged by Authority and Customer shall be duly protected by the recipient to the extent permitted by law. It is understood that the Public Officers Law and other statutes and regulations regarding Freedom of Information may require the disclosure of information in certain situations.

ARTICLE IX

TERM AND TERMINATION

9.1 Term. This Master Agreement shall end on the fifth anniversary of the date first shown in the preamble above unless earlier terminated in writing by either Party in accordance with the terms of this Master Agreement.

9.2 Termination of Master Agreement. Unless otherwise provided in this Master Agreement, either Authority or Customer may terminate this Master Agreement at any time upon one hundred twenty (120) days' prior written notice to the other Party.

9.3 Pending Projects. Authority and Customer acknowledge that a Project implemented pursuant to a CPC executed during the Term of this Master Agreement may extend beyond the expiration or early termination of this Master Agreement. Provided that the Project was commenced pursuant to a CPC that was executed during the Term of this Master Agreement, then this Master Agreement will be extended, as it applies to such CPC only and for the sole purpose of completing the Project. The Project implemented pursuant to such CPC may continue until completed or otherwise terminated earlier pursuant to the terms and conditions of this Master Agreement.

9.4 Extension. This Master Agreement may be renewed at the end of the current term for an additional period, such additional period not to exceed a period equal to the original Term, to be mutually determined by the Parties in writing and signed by an authorized officer or designee of Authority and Customer.

ARTICLE X

GENERAL OBLIGATIONS OF THE PARTIES

10.1 Authorized Representatives.

(a) Customer's Authorized Representative. For each Project, Customer shall designate a Customer's Authorized Representative and shall inform Authority in writing accordingly. If Customer desires to change its Customer Authorized Representative, it must notify Authority in writing (in accordance with notice requirements set forth herein) at least five (5) business days prior to such change. Customer's Authorized Representative shall coordinate the Project on behalf of Customer and assist Authority and the Service Providers and Subproviders with the implementation of the Project in the selected Facilities of Customer. Customer's Authorized Representative shall be responsible to obtain all necessary approvals, authorizations, and signatures of Customer with respect to any CPC, Change Order, Final CPC and other Transaction Document.

(b) Authority's Authorized Representative. For each Project, Authority shall designate an Authority's Authorized Representative and shall inform Customer accordingly. Authority's Authorized Representative shall coordinate the Project on behalf of Authority and communicate with Customer. Authority will inform Customer of any changes to its Authorized Representative.

10.2 Authority Obligations. With respect to any Authority Implemented Work, Authority shall comply with the following:

(a) Reporting and Information. Authority shall keep Customer informed as to the progress of the Work and shall provide Customer with periodic reports of all activities by the Service Providers and Subproviders at Customer's Facilities. Authority and its Service Providers shall meet with representatives of Customer upon reasonable notice to discuss any matters concerning the Projects.

(b) Permits, Licenses, Authorizations. Authority shall require that the Service Providers and Subproviders obtain and maintain all permits, licenses and authorizations required to perform the Work in Customer's Facilities and that they will comply with all applicable local, state and federal laws, guidelines and regulations, including applicable local, state and federal building, fire and electrical codes and standards. Any costs associated with permits and licenses that must be obtained by Service Provider or Subprovider for a specific Project will be reflected in the Total Reimbursement Costs. Notwithstanding the foregoing, neither Authority nor Service Provider (or Subprovider) shall be responsible for closing out open permits obtained by Service Provider (or Subprovider) due to existing deficiencies or code violations in Customer's Facility which are outside the Project scope.

(c) Service Provider/Subprovider Performance. Authority shall require its Service Providers and Subproviders to comply with regulations governing access to and performance of the Work in the selected Customer Facilities and to perform such Work in such a manner as not to unreasonably interfere with Customer's business at the Facilities. Authority shall also require its Service Providers and Subproviders to comply with Customer's operational and safety requirements, which in certain instances may require substantial supervision and control over the site by Customer.

(d) Records. Authority's Service Providers shall maintain accurate records of Project Work for a period of six (6) years after completion of a Project.

10.3 Customer Obligations. With respect to any Project entered into in connection with this Master Agreement, Customer shall have the following rights and obligations:

(a) Right to Inspect. Customer and Customer's Authorized Representative may observe and inspect all Work in any of Customer's Facilities and shall have the right to attend all Project job meetings, upon written notice of its intent to attend a particular meeting.

(b) Attendance at Meetings. Upon reasonable request and notice from Authority or Service Provider, Customer shall attend meetings scheduled by Authority or Service Provider to discuss any Project-related matters.

(c) Site Rules and Regulations. Customer must promptly notify Authority of any site specific construction, safety, technical or other requirements and restrictions related to its Facility(ies) prior to the start and during the Project. If Customer becomes aware of any defect in the Work or any failure of Authority or the Service Provider or Subprovider to meet the respective Project requirements, the Customer shall give prompt notice to Authority.

(d) Access. Customer shall provide Authority and its Service Providers safe, proper and timely access to the Facility as necessary to perform the Work. Upon Authority's request, Customer's Authorized Representative will accompany Authority and its Service Providers to Customer Facilities. Customer shall promptly provide verbal and written notice of limitations or changes in site access.

(e) Permits and Licenses.

(i) Customer shall provide Authority or Service Provider with such assistance (including, but not limited to, all necessary information requested by Service Provider) as may be required for Authority or Service Provider to obtain all permits, licenses and authorizations necessary to perform the Work in accordance with all applicable local, state and federal laws, regulations, codes and standards applicable to the Facility.

(ii) Customer shall be responsible and shall hold all licenses, permits, authorizations and regulatory approvals necessary for the lawful conduct of its business as presently conducted, and shall comply with all applicable statutes, laws, ordinances, rules and regulations of all governmental bodies, agencies and subdivisions having, asserting or claiming jurisdiction over it, with respect to any part of the conduct of its business and corporate affairs.

(f) Project Equipment. As long as Customer's Short-Term or Long-Term Repayment Obligation, as applicable, remains outstanding, (i) Customer will keep all Project-related equipment free from any and all liens, claims, encumbrances, and the like; (ii) Customer will not grant a security interest in such equipment to any party without the prior written consent of Authority; (iii) the equipment will remain at the Facility site as designated in a CPC; (iv) Customer will not sell, offer for sale, transfer, or dispose of such equipment without notice to Authority; (v) Customer will not use or permit any person to use the equipment in a manner prohibited by law or in a manner which would void any manufacturer's warranty; (vi) Customer agrees to maintain the equipment in good order and repair at all times, and will not waste or destroy the equipment or any part of it; and (vii) Customer will keep the equipment insured in accordance with the requirements set forth in Section 6.3 hereof.

(g) Coordination. Customer shall be responsible for facilitating coordination with Third Parties as required. Furthermore, Customer shall promptly resolve any disputes or issues that arise with any Third Parties. Customer shall be responsible for any changes to the Project schedule, the scope of Work and/or the Total Reimbursement Costs resulting from any delays due to unresolved disputes or issues with Third Parties pursuant to Section 2.6 hereof.

(h) Review and Approval. Customer will promptly review any documents submitted to it by Authority requiring Customer's decision and shall render any required decision pertaining thereto without undue delay.

(i) Assistance; Timely Performance. Customer shall cooperate with Authority and its Service Providers and Subproviders and provide Authority with such other assistance as necessary to facilitate the performance of the Work. Customer shall perform all obligations set forth in this Master Agreement and any other Transaction Document in a timely manner so as to permit the orderly progress of the Projects. Authority shall not be responsible for any Project delays due to Customer's non-compliance with its obligations set forth herein or in a Transaction Document.

ARTICLE XI

MISCELLANEOUS

11.1 Disputes. In the event of any dispute regarding ESP Work at any Customer Facility, Work there may be suspended by Authority until the matter is resolved to the mutual satisfaction of the Parties in accordance with the procedures set forth in Section 11.2 hereof. In the event the Parties are unable to resolve any such dispute after good faith efforts, the Work at that Facility shall terminate and Authority shall issue a Final CPC as provided in Section 3.4(d) hereof.

11.2 Dispute Resolution. The Parties shall use good faith efforts to settle promptly all disputes arising under this Master Agreement or in connection with any ESP Work. In the event that any dispute, including but not limited to a billing dispute, a dispute regarding the quality of the Work, or a dispute regarding the interpretation of this Master Agreement, arises and cannot be resolved in the normal course of business by operating personnel within twenty (20) days after commencement of a dispute, either Party may give the other Party formal notice of the dispute in accordance with the notice requirements set forth herein. In the event that such notice is given,

the Parties shall attempt to resolve the dispute by negotiation between representatives who have the necessary authority to resolve the dispute in question. Within twenty (20) days after delivery of the notice, the receiving Party shall consider all information relevant to the dispute and shall submit to the other Party (in accordance with the notice requirements set forth herein) a proposal for resolution. Thereafter, the representatives shall confer in person or by telephone, promptly and no later than five (5) days after receipt of the proposal for resolution, to attempt to resolve the dispute. All reasonable requests for information by one Party to another Party will be honored. To the extent that disputes are not resolved pursuant to this process, the Parties reserve all rights under law or equity to seek and pursue remedies through the judicial process.

11.3 Publicity.

(a) Public Announcements. No marketing, publicity, promotion, social media, or advertising regarding this Master Agreement, or any Project undertaken pursuant to this Master Agreement, will be issued by Customer without Authority's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries or social media activities developed by Customer, related to this Master Agreement, or any Project undertaken pursuant to this Master Agreement, must be coordinated with Authority for review and approval prior to their release. Letters, speeches, news and/or press releases, articles for publication, website and social media postings, etc., related to this Master Agreement, or any Project undertaken pursuant to this Master Agreement, must be coordinated with Authority for review and approval prior to their release. Any and all communications, whether verbal, electronic or written, must be submitted to Authority's Corporate Communication Business Unit for prior review and approval. Customer agrees to abide by these terms regarding public announcements during the term of this Master Agreement and for a period of two (2) years following the expiration or termination of this Master Agreement.

(b) Signage. The parties agree that Authority may, at no cost to Customer, install and maintain appropriate publicity signage at or in the vicinity of a Project. Customer will cooperate with Authority, and/or any third-party vendor designated by Authority, by timely responding to any questions regarding the design, manufacture, installation and maintenance of the signage. Customer will provide ordinary maintenance to the signage and promptly notify Authority after Customer becomes aware of any damage that may occur to the signage. The publicity signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Authority program, New York State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties' respective logos. The publicity signage is intended to be placed in an area of Customer's designation with significant public visibility within close proximity to the Project. Authority will be responsible for removing the publicity signage upon the conclusion of a Project, or such earlier time as either Party deems it appropriate.

11.4 Notices. All notices permitted or required hereunder or in connection with any Transaction Document shall be in writing and transmitted either: (i) via certified or registered United States mail, return receipt requested; (ii) by personal delivery; (iii) by expedited delivery service; or (iv) by e-mail, with a copy sent via U.S. Mail.

Such notices shall identify the Master Agreement and the Transaction Document to which it relates, and be addressed as follows or to such different addresses as the Parties may from time-to-time designate in accordance herewith:

To Authority:

NEW YORK POWER AUTHORITY
PROCUREMENT DIVISION

Name: John Canale

Title: Vice President, Strategic Supply Management

Address: 123 Main Street, 5th Floor, White Plains, NY 10601

E-Mail Address: john.canale@nypa.gov

with a copy to:

NEW YORK POWER AUTHORITY
LAW DEPARTMENT

Name: Debra Hopke, Esq.

Title: Principle Attorney

Address: 123 Main Street, 11th Floor, White Plains, NY 10601

E-Mail Address: debra.hopke@nypa.gov

To Customer:

ALBANY COUNTY

Name: Lucas Rogers

Title: Senior Policy Analyst

Address: 112 State Street, Room 1200 Albany, NY 12207

E-Mail Address: lucas.rogers@albanycountyny.gov

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt. The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Master Agreement (and any Transaction Document) by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Master Agreement.

11.5 No Waiver. The failure of any Party to insist upon strict adherence to any term of this Master Agreement or any Transaction Document executed in connection herewith on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Master Agreement.

11.6 Assignment. This Master Agreement and any Transaction Document executed in connection herewith may not be assigned, transferred nor conveyed by either Party without the prior written consent of the other Party. Any attempted assignment, transfer or conveyance without such consent shall be entirely void ab initio and have no force or effect.

11.7 Governing Law; Venue. This Master Agreement (and any Transaction Document executed in connection herewith) and any and all disputes arising in connection herewith (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than New York. Any action at law, or in equity, for the enforcement of this Master Agreement (and any Transaction Document executed in connection herewith) or any dispute arising in connection herewith shall be instituted only in a court of competent jurisdiction located in the County of Albany, State of New York.

11.8 No Third Party Beneficiaries. Nothing contained in this Master Agreement shall, directly or indirectly, create a contractual relationship with, or give any claim or right of action in favor of, any third party (including, without limitation, any Service Provider or Subprovider) against Authority.

11.9 Severability. The invalidity or unenforceability of any provisions of this Master Agreement or of any Transaction Document executed in connection herewith shall not affect the validity or enforceability of any other provisions of this Master Agreement or Transaction Document, as applicable, which other provisions shall remain in full force and effect.

11.10 Survival of Provisions. The articles that contain provisions related to the following will survive the expiration, termination or completion of this Master Agreement: Conflict and Order of Precedence; Recovery of Costs and Repayment Obligation, Warranty, Damages, Liability, Ownership of Installed Work and Intellectual Property, Publicity; and Governing Law, Venue.

11.11 Not Construed Against Drafter. Authority and Customer acknowledge that they have read this Master Agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. Under these circumstances, Authority and Customer agree that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Master Agreement and that in the event of any ambiguity in any of the terms or conditions of this Master Agreement, including any exhibits or schedules hereto, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author same.

11.12 Headings. The articles and section headings contained in this Master Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Master Agreement.

11.13 Counterparts. This Master Agreement may be executed in counterparts via inked signature or electronic mark, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The fully executed Master Agreement may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Agreement as of the effective date first written above.

POWER AUTHORITY OF THE STATE OF
NEW YORK

ALBANY COUNTY

By: *John Canale*
John Canale (Jul 2, 2019)
Name: John Canale
Title: Vice President, Strategic Supply
Management
Date: Jul 2, 2019

By: *Daniel P. McCoy*
Name: Daniel P. McCoy
Title: County Executive
Date: 6/27/2019

Signature Page to Master Cost Recovery Agreement No. _____



EXHIBIT A

STATEWIDE COMPENSATION SCHEDULE

As compensation for services rendered by the Authority under the Master Agreement, the Customer will pay the Authority Program Fee as set forth below.

A. CAPITAL PROJECTS

I. AUTHORITY PROGRAM FEE

For Capital Projects, the Authority Program Fee is calculated as a percentage of the cumulative sum of all costs related to a Project, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses. The Authority Program Fee is in addition to all such costs related to a Project. The Authority Program Fee percentage will be fixed upon execution of the CPC for the installation phase.

1. Authority Program Fee when Service Provider performs Work

The following table sets forth the Authority Program Fee where the Authority delivers a Project using one or more Service Providers to perform audit, design, construction management and/or installation.

Project Size (in millions)	Authority Program Fee
\$0 - \$3M	12.5%
\$3M - \$6M	12.0%
\$6M - \$12.5M	11.5%
\$12.5M - \$40M	11.0%
\$40M - \$60M	10.5%
> \$60M	10.0%

2. Authority Program Fee when Authority and Service Provider perform Work

The following table sets forth the Authority Program Fee where the Authority will be performing design and construction management with its own forces using one or more Service Providers to perform installation. If the Authority procures material directly in lieu of using one of its Service Providers, there will be an additional Material Handling Fee of 1.5% charged on the Material Cost of the Project.

Project Size (in millions)	Authority Program Fee
\$0 - \$3M	27.5%
\$3M - \$6M	27.0%
\$6M - \$12.5M	26.5%
\$12.5M - \$40M	26.0%

\$40M - \$60M	25.5%
> \$60M	25.0%

3. Authority Program Fee when Authority provides Audit Services Only

The Authority Program fee for providing Audit services not contemplated as part of a full project (i.e. design, construction management and/or installation) is calculated as twenty-five percent (25%) of the costs related to the Audit.

II. MILESTONE PAYMENTS

To the extent applicable, the Authority Program Fee will be paid on milestones as detailed in the CPC or as otherwise mutually agreed upon.

III. AUTHORITY FEE IN THE EVENT OF PROJECT TERMINATION

1. Termination at or after Audit Phase

If a Project is terminated at or after the audit phase, but prior to moving forward with any design or implementation, the Authority's Program Fee is calculated as twenty-five percent (25%) of the actual costs associated with such audit.

2. Termination during Design, Procurement or Installation Phase

If a Project is terminated in whole or part during the design, procurement or installation phase, the Authority's Program Fee for the Project will be the cumulative percentage value at the current milestone (as if it had been achieved) and calculated based on the estimated Project costs, including, but not limited to all Material Costs; Labor Costs; Service Provider Fees; the amount of the Project Contingency applied as a Project cost; and other Project-related costs and expenses up through the current milestone (as if it had been achieved). For the purposes of calculating the Authority's Program Fee, the then current milestone is assumed complete once the Project is canceled.

The following table sets forth the Authority Program Fee percentage segmented by milestone.

Milestone	% of Authority's Program Fee	Cumulative Authority Program Fee Percentage
30% Design	10%	10% + (audit cost)
90% Design	15%	25% + (audit cost)
100% Design & Bidding	15%	40% + (audit cost)
Construction CPC Preparation	10%	50% + (audit cost)
Construction (25% completion)	10%	60% + (audit cost)
Construction (50% completion)	15%	75% + (audit cost)

Construction (75% completion)	15%	90% + (audit cost)
Construction (100% completion)	10%	100% + (audit cost)

B. ADVISORY SERVICES PROJECTS

I. AUTHORITY PROGRAM FEE

The Authority Program Fee for the Advisory Services will be calculated according to one of the following methods as set forth in the CPC for the Project:

Time and Materials: The Authority's Program Fee maybe based on actual time and cost of material incurred by Authority or its Service Providers in connection with a Project based on rates defined in the Project CPC.

Lump Sum: The Authority's Program Fee may be based on the percentage complete of a lump sum or milestones defined in the Project CPC.

Unit Price: The Authority's Program Fee maybe based on the unit prices defined in the Project CPC.

Percent of Materials and Labor: The Authority's Program Fee maybe based on a percentage of Service Provider Material Costs and Labor Costs as defined in the Project CPC.

Other Mechanisms: The Authority's Program Fee may be based on an evolving cost recovery mechanisms not defined in this Master Agreement. If other mechanisms are selected, the Authority's Program Fee will be based on mutual Authority and Customer agreement and will be defined in the Project CPC.

II. PROJECT TERMINATION

If a Project is terminated in whole or part prior to completion of a Project, the Authority's Program Fee will be based on the Project costs incurred by Authority up until the date of termination. For the purposes of calculating the Authority's Program Fee, as applicable, the then current milestone is assumed complete once the Project is canceled.



EXHIBIT B

CAPITAL PROJECT TERMS AND CONDITIONS

1. Application. In addition to the terms and conditions set forth in the main body of this Master Agreement, these Capital Project Terms and Conditions shall apply to all Capital Projects provided by Authority or Service Provider to Customer under the Master Agreement.

2. Capital Project Services. Capital Projects are generally delivered through the services of qualified installation Service Providers or Subproviders under contract with the Authority. Capital Project services may include any or all of the following services (as more fully described below): audit, design, construction management, equipment procurement, installation, commissioning, disposal of Waste, financing and other Project related services required to install a Project.

3. Audit.

(a) Scope. After Customer has identified potential Projects for Authority's and Customer's consideration, Customer may request that Authority perform an audit of the Facility. The audit will help identify opportunities for implementing ESP measures and will be scheduled by Customer's Authorized Representative and/or the appropriate Facility manager. The scope of the audit will be set forth in a CPC which shall be executed by an authorized officer or designee of Authority and Customer prior to commencement of any audit Work. In some instances, the audit will involve a complete inventory of the systems which are currently used in normal operation, while in others a more targeted approach will be taken. The audit may also include an analysis of whether hazardous materials and Waste related to those systems are likely to be present or generated as a result of installing a Project.

(b) Audit Report. Based upon the results of the audit, a written report will be furnished to Customer. The report will include an estimate of the Total Reimbursement Costs as well as estimates of the potential Total Annual Energy Savings and environmental or sustainability benefits, as applicable, that Customer can reasonably expect through implementation of the recommendations made in the report. If, after analysis of the report by Authority and Customer, Authority, in its sole discretion, determines that the Project either (1) does not meet Authority's eligibility criteria, or (2) is not appropriate at such Facility, activity there will cease.

(c) Deferment of Total Reimbursement Costs for Audit Work. Upon completion of the audit Work, if Customer and Authority decide to proceed to the next phase, Customer and Authority will execute a CPC reflecting the scope of such next Project phase. By executing the CPC, Customer acknowledges its concurrence with the audit results. Subject to Authority's approval, Customer may request that payment of the Total Reimbursement Costs for the audit Work, be deferred and included in the Total Reimbursement Costs of the CPC for the next Project phase.

4. Project Design.

(a) General. If agreed upon by the Parties in a CPC, Authority shall prepare a Project design. Customer will be asked to review all aspects of the design and specifications. Where deemed appropriate by Authority and Customer, the Service Provider will arrange for geotechnical surveys (i.e., soil tests, borings, and related evaluations), surveys of the site (i.e., to determine physical characteristics of the site, such as utility locations), and/or demonstration installations (i.e., the installation of sample lighting fixtures or other equipment) of selected measures in Customer's Facility, all at Customer's sole risk.

(b) Milestones and Milestone Completion Reports. Authority will submit the Project design documents to the Customer at 30%, 60%, 90% and "final" design milestones, or according to the milestone schedule set forth in the respective CPC. Upon completion of each design milestone, Customer and Authority (or their duly authorized representatives) shall promptly review the design Work, or applicable portions thereof and Customer and Authority shall jointly sign a Milestone Completion Report. It shall be Customer's responsibility to determine that the proposed design meets Customer's needs.

(c) Deferment of Total Reimbursement Costs for Design Work. Unless otherwise set forth in the CPC for a Project, Authority may invoice the Customer for the Total Reimbursement Costs for the performed design Work through the milestone(s), if any, set forth in the CPC (plus any Total Reimbursement Costs incurred during the audit, if such costs were deferred and rolled over). Customer may request payment deferral if Customer approves Authority to proceed to the next milestone or the next Project phase. With Authority's approval, Customer's Short-Term Repayment Obligation will be deferred and rolled into the next milestone invoice, or at design completion, become part of the Total Reimbursement Costs of the CPC for the next Project phase.

(d) Ownership of Design Work Upon Early Termination. If Customer terminates the design Project prior to its completion, upon receipt of Customer's final payment, Authority will deliver to Customer all design plans and documents completed through the date of termination. Customer's use of such design plans and documents will be subject to any copyrights of the Authority and/or the designer. By using any incomplete or unfinished design plans and/or documents that have not been sealed with the licensed design professional's stamp upon delivery to Customer, Customer accepts full and complete responsibility for such design and further agrees to hold Authority harmless from its use of such incomplete or unfinished design plans and/or documents.

5. Procurement. After Authority and Customer agree on the Project's design and technical specifications, Authority or the Service Provider will competitively solicit, using the Authority's procurement guidelines, bids for the Work as set forth in the design documents. The resulting final design, specifications and bid price shall be incorporated into a CPC for the Project. Authority's contracts with its Service Providers will require compliance with the Authority's guidelines regarding the competitive solicitation of the services of Subproviders for Customer's Facilities, including the selection of minority and women-owned business enterprises. The services of Subproviders and equipment procurement will be obtained through a competitive bid process conducted by the Service Provider with Authority oversight. In the event Customer

decides not to proceed with the installation Project, Customer shall reimburse Authority for the costs of any Work undertaken by Authority and/or its Service Provider in connection with the procurement process and the associated cost and expense of same.

6. Installation.

(a) General. After Authority and Customer have entered into a CPC for installation Work, the Service Provider and/or its Subproviders will perform the Work pursuant to the design and technical specifications set forth in such CPC.

(b) Substantial Completion and Operation Transfer Report. After Customer has inspected, tested and accepted the Project equipment, or portion thereof, installed by the Service Provider, the Parties will execute a Substantial Completion and Operation Transfer Report for the completed portion of the Work signifying (i) that Customer accepts responsibility for operation and maintenance of the installed equipment, (ii) that the Project, or specified portion thereof, is substantially complete, and (iii) the commencement of any warranty period.

(c) Final Inspection Report. Upon completion of the Work, Customer and Authority (or their duly authorized representatives) shall promptly inspect the entire Facility, or applicable portions thereof. Authority or its Service Providers will confirm that the Work has been satisfactorily completed according to the provisions of this Master Agreement and the applicable CPC. Authority and Customer shall jointly sign a Final Inspection Report.

7. Maintenance and Post-Installation Audit. Authority will provide Customer with information regarding the maintenance of Project installations and recommendations for appropriate replacement equipment to be used in those installations to facilitate proper usage and, if applicable, energy savings at Customer's Facilities. After the Project installations are completed, Customer shall use reasonable efforts to see that such maintenance and materials instructions are followed at its Facilities. While any portion of the Customer's Short-Term Repayment Obligation remains outstanding, Authority may, upon reasonable notice to Customer, audit installations in Customer's Facilities to evaluate compliance with such maintenance and materials instructions.

8. Project Closeout for Capital Projects. Notwithstanding the terms set forth in the CPC or Final CPC, the Customer shall, within the time specified in the Final CPC, (a) repay the Short-Term Repayment Obligation or (b) convert the Short-Term Repayment Obligation to a Long-Term Repayment Obligation and enter long term repayment consistent with the Authority's policies and procedures. The Customer shall make payment of that portion of the Short-Term Repayment Obligation that is not converted to the Long-Term Repayment Obligation upon receipt of the Authority's invoice and in accordance with the terms of this Master Agreement. The Short Term Repayment Obligation, as set forth in the Final CPC, shall include the Authority's estimate of Short-Term Interest to be accrued between the issuance of the Final CPC and conversion to long term repayment.

9. Authority Obligations. In addition to the obligations otherwise set forth herein and the respective CPC, Authority shall require the Service Provider to adhere to the Project's design

and technical specifications as set forth in the CPC and minimize any interference with the normal operations at Customer's Facility.

10. Customer Obligations. In addition to the obligations otherwise set forth herein and the respective CPC, Customer shall promptly review all completed installations. Customer shall review and approve, as may be required, any corrective or restoration Work resulting from improper work by the Service Provider.

11. Customer-Supplied Equipment and/or Work. Customer and Authority may agree in the CPC for the provision of Customer materials and/or completion of Customer work in connection with a Project, independent of Authority. If so, then Customer shall be responsible for any changes to the Project schedule, scope of Work or any increase in the Total Reimbursement Costs caused by Customer due to non-delivery of Customer materials or non- or late performance of Customer work and Authority shall issue any necessary Contingency Work Order or Change Order, as applicable. Authority may suspend its Work on the Project until Customer approves such Change Order. Furthermore, if the Customer does not meet the Project schedule with respect to Customer materials and/or Customer work, Authority has the right to terminate the Project if the delay is not cured within fifteen (15) days of written notice thereof by Authority to Customer and turn it over to Customer for completion without any liability on the part of Authority.

* * * * *



EXHIBIT C

ADVISORY SERVICES TERMS AND CONDITIONS

1. Application. In addition to the terms and conditions set forth in the main body of this Master Agreement, these Advisory Services Terms and Conditions shall apply to all Advisory Services Projects provided by Authority or Service Provider to Customer pursuant to the Master Agreement.

2. Advisory Services. Upon Customer's request, Authority may provide any or all of the Advisory Services described below. Advisory Services may be provided by Authority employees and/or Service Providers with expertise in the area as determined by Authority. Authority and Customer will cooperate in good faith during the performance of such Advisory Services.

3. Description of Services

(a) Review. Review of information provided by the Customer regarding, among other things, Customer's site conditions, future plans for modifications to facilities, operations and/or usage, historical utility data, any relevant strategic plans or initiatives, and other relevant requirements that are specific to Customer.

(b) Meetings. Participate in meetings and conference calls as mutually agreed upon by the parties as being in the best interests of the Project or as otherwise detailed in the Customer Project Commitment.

(c) Site Observations. Observe Customer's facilities, physically or remotely via electronic means as determined by the Authority to assess the condition of existing equipment and physical site conditions.

(d) Analysis. Analyze data presented by Customer and/or collected by or on behalf of the Authority. Outreach to appropriate third parties as necessary to coordinate and/or collect additional data.

(e) Advice and Guidance. Deliver oral or written advice, guidance and other recommendations communicated via in person meetings, telephone conversations, or correspondence.

(f) Deliverables and Reports. Prepare reports, memorandums, and other documents that memorialize the advice, guidance and recommendations delivered to the Customer and support the Customer's underlying project, where applicable.

The foregoing descriptions are given by way of example and not by way of exclusion. Advisory Services may include services that have not yet been developed or approved by Authority

to date, provided such services are described in a CPC signed by both Parties to this Master Agreement.

4. Further Assistance; Information. In addition to the obligations set forth herein and the respective CPC, Customer shall provide Authority and/or Service Providers with such assistance as may be required to perform the Advisory Services. This may include, but is not limited to, providing access to the Customer's Facility(ies), information such as historical utility data, maintenance logs, existing feasibility studies, reports, equipment drawings or any other information or services reasonably requested by Authority and/or Service Providers.

* * * * *

Signature: Daniel P. McCaffrey
Email: county_executive@albanycountyny.gov
Title: COUNTY EXECUTIVE
Company: COUNTY OF ALBANY

Signature:
Email: john.canale@nypa.gov
Title:
Company:

Signature: John Canale
John Canale (Jul 2, 2019)
Email: john.canale@nypa.gov
Title: VP Strategic Supply Management
Company: New York Power Authority

Albany County_ES_MCRA_2019

Final Audit Report

2019-07-02

Created:	2019-07-02
By:	NEW YORK POWER AUTHORITY - Lindsay Parille (lindsay.parille@nypa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiL48o2aLzZ2SuWnFYZZBt2ueSff0ZiPt

"Albany County_ES_MCRA_2019" History

-  Document created by NEW YORK POWER AUTHORITY - Lindsay Parille (lindsay.parille@nypa.gov)
2019-07-02 - 6:10:34 PM GMT- IP address: 148.144.10.100
-  Document emailed to John Canale (john.canale@nypa.gov) for signature
2019-07-02 - 6:11:44 PM GMT
-  Email viewed by John Canale (john.canale@nypa.gov)
2019-07-02 - 6:28:39 PM GMT- IP address: 148.144.10.100
-  Document e-signed by John Canale (john.canale@nypa.gov)
Signature Date: 2019-07-02 - 6:28:54 PM GMT - Time Source: server- IP address: 148.144.10.100
-  Signed document emailed to NEW YORK POWER AUTHORITY - Lindsay Parille (lindsay.parille@nypa.gov), jessica.waldorf@nypa.gov, county_executive@albanycountyny.gov, John Canale (john.canale@nypa.gov), and 1 more
2019-07-02 - 6:28:54 PM GMT

Contract #: 2026-1092

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Public Works D5010

Date Submitted: 05/26/2026

Contact Person: [Rosa Tirino]

Contact Phone: 518-765-2055

Vendor Info: Bullock Utilities, Inc.

Estimated Amount: 52525

Scope of Services: Coeymans Salt Shed - Electrical

Budget Line Item: HHTD

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Bid

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

DANIEL P. McCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE



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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

MEMORANDUM

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

From: Lisa M. Ramundo, Commissioner

Date: May 27, 2026

Re: Coeymans Salt Shed - Electrical

The Department of Public Works is requesting approval to enter into a contract with Bullock Utilities for the electrical work associated with the Coeymans subdivision salt shed project.

A total of three (3) bids were received. The apparent low bidder, Meyers Electrical, subsequently withdrew its bid after being unable to provide documentation demonstrating participation in an approved Apprenticeship Program.

Bullock Utilities was the second lowest bidder, with a total base bid amount, including a 10% contingency of \$52,525.00.

Based on the information provided, we recommend awarding the contract to Bullock Utilities at the submitted bid price.

Should you have any questions or require additional information, please feel free to contact my office.

LR: rmt



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Pamela O'Neill, Purchasing Agent
FROM: Lisa Ramundo, Commissioner
DATE: May 4, 2026
RE: RFB#2025-057
Coeymans Salt Shed - ELECTRIC

The Department of Public Works is recommending Bullock Utilities for Electrical work of the Coeymans subdivision's salt shed foundation.

A total of three (3) bids were received, and the apparent low bidder is Meyers Electrical. Unfortunately, they had to back out of their bid.

The second lowest bidder is Bullock Utilities with total base bid price (including 10% contingency) of \$52,525.00.

Based on the information provided we recommend award of Contract No. 2 – Electrical to Bullock Utilities for the bid price submitted.

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

LR: rmt



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 O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Department of Public Works

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 5, 2026

RE: RFB # 2026-057 – Coeymans Subdivision – New Salt Shed

I am in receipt of your recommendation to award the aforementioned to Bullock Utilities in the amount of \$52,525.00.

As Bullock Utilities is the lowest responsible and responsive bidder, I concur with your recommendation.

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

RFB# 2026-057			
COEYMANS SUBDIVISION – NEW SALT SHED			
Thursday, April 23, 2026			
<u>Electrical Contractor</u>			
Vendor:	Meyers Electric	Harold Clune	Bullock Utilities
LUMP SUM BASE BID:	\$45,000.00	\$88,000.00	\$47,750.00
10% CONTINGENCY ALLOWANCE:	\$4,500.00	\$8,800.00	\$4,775.00
TOTAL BID: (Base Bid + 10% Contingency Allowance)	\$49,500.00	\$96,800.00	\$52,525.00

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS



RFB #2026-057

COEYMANS SUBDIVISION – NEW SALT SHED ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

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END OF DOCUMENT

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2026-057**

Sealed Bids for ***COEYMANS SUBDIVISION- NEW SALT SHED*** as requested by ***ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS*** will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on **Thursday, April 23, 2026**.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, March 26, 2026**.

A site visit will be held Thursday, April 2, 2026 @ 10:00 AM at the Coeymans DPW Subdivision located at 191 County Road 111, Alcove, New York. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
March 26, 2026

PUBLISH ONE DAY – (Thursday, March 26, 2026) -- THE EVANGELIST
PUBLISH ONE DAY – (Thursday, March 26, 2026) -- THE TIMES UNION

**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**

TITLE: COEYMANS SUBDIVISION – NEW SALT SHED

RFB NUMBER: 2026-057

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE
RFB #: 2026-057
COEYMANS SUBDIVISION – NEW SALT SHED

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

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

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Vendor Telephone:_____

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: ***COEYMANS SUBDIVISION – NEW SALT SHED***
- 1.2 Requesting Department: ***ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS***
- 1.3 Bid Number: ***2026-057***

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for the ***COEYMANS SUBDIVISION - NEW SALT SHED*** as requested by the ***ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS***.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.
- 2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. on Thursday, April 23, 2026**, at the following address:

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

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 There will be a site visit on **April 2, 2026 at 9:00 AM at the Coeymans DPW Subdivision located at 191 Crountry Road 111, Alcove, New York**. This will be the **only** scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **5% OF TOTAL BID IN UNITED STATES CURRENCY** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**

6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 Bidder must include at least five customer references for providing the expertise and services necessary for the construction of the proposed project.

SECTION 8: LIQUIDATED DAMAGES

8.1 Time is of the essence with this Agreement. Albany County will suffer financial loss if the work is not completed within the times specified, plus any extensions thereof. Delays, expense and difficulties will be involved in proving the actual loss suffered by Albany County if the work is not completed on time. Accordingly, instead of requiring such proof, Albany County and the successful Bidder will agree that as liquidated damages for delay (but not as a penalty) the successful Bidder shall pay Albany County \$1,000 dollars for each day that expires after the time specified for Substantial Completion until the work is substantially complete. After Substantial Completion, if the successful Bidder shall neglect, refuse, or fail to complete the remaining work within the time specified for completion and readiness for final payment or any proper extension thereof granted by Albany County, the successful Bidder shall pay Albany County \$1,000 dollars for each day that expires after the time specified for completion and readiness for final payment.

SECTION 9: DISQUALIFICATION

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

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

(d) Bidder's unsatisfactory work on previous contracts with the County.

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

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

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

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

SECTION 10: PREVAILING WAGE

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

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

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

Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

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

**“New Requirement”
Public Work Contractor and Subcontractor Registry**

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

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

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

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

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

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

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

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

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

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

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

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

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: PERFORMANCE BOND AND PAYMENT BOND

- 18.1 A separate Performance and Payment Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **100% OF THE TOTAL BID** is required of the successful Bidder. The successful Bidder to whom the

contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

- (d) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. The insurance policies shall also name Lamont Engineers, P.C. as primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and

continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

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

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

SECTION 23: CASH DISCOUNT

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

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

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

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

- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

- 26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

“RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an anticipated total project cost of more than \$250,000 are subject to the following:

- A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.
- B. A bidder who submits a bid for a County construction contract for which the contract amount is \$250,000 or more **shall submit with the bid package** the following documents **for each apprentice agreement** intended to meet the requirements of Res. No. 373 for 2018:
- (1). A copy of the current New York State Department of Labor (NYS DOL) “Apprentice Training Program Registration Agreement” (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND
 - (2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.
- C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade’s program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is

registered with the New York State Department of Labor, plus the specific trade's program length, plus two years.

- D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.
- E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

- 28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

- 29.1 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 and subcontractors utilize minority and women labor to the greatest extent feasible.

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

29.3 In an effort to assist contractors with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SECTION NOT USED

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person

engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 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 35: SECTION NOT USED

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

ATTACHMENT "E"

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

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

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

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

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

Signature

Printed Name

Title

Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

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

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

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

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

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

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

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

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **COEYMANS SUBDIVISION – NEW SALT SHED**
Bid Number: **2026-057 – Contract No. 1 – General Construction**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

Work and has made such independent investigations as BIDDER deems necessary;

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

- 4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
- 5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment “E”)
 - (f) Bidder Qualification Questionnaire (Attachment “F”)
 - (g) Non-Interruption of Work Agreement (Attachment “G”)
 - (h) Required Apprenticeship Training Program Documentation (refer to GIB Section 27)
- 7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **COEYMANS SUBDIVISION – NEW SALT SHED**

Bid Number: **2025-057: Contract No. 1 – General Construction**

CONDITIONS:

1. All bid pricing must include all material, labor, equipment, overhead, and other associated costs.

BASE BID:

Bidder shall complete the Work in accordance with the Contract Documents for the following prices(s):

No.	Item	Unit	Amount Bid
1	Lump Sum Base Bid Price	Lump Sum	\$
2	Allowance (10% of Base Bid Value Per Section 01020)	Lump Sum	\$

LUMP SUM BASE BID PRICE FOR ITEMS 1 THRU 2: _____

_____ (\$ _____)

DEDUCT ALTERNATE DA 1.1 – COST REDUCTION TO BASE BID: _____

_____ (\$ _____)

DEDUCT ALTERNATE DA1.2 – COST REDUCTION TO BASE BID: _____

_____ (\$ _____)

CHANGES IN WORK:

All changes in the work authorized by Change Order shall be paid for in accordance with Article 12 of the General Conditions (Document 00700).

- (1) If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities (see paragraph 12.01.B.1 of the General Conditions). Quantities will only be adjusted if actual and estimated quantities differ by 20%:

UNIT PRICE SCHEDULE FOR CHANGES IN WORK					
CONTRACT NO. 1 – GENERAL CONSTRUCTION					
Pay Item No.	Primary Pay Item Description	Section	Base Bid Quantity	Unit	Unit Price
CW-1	Rock Removal	02229	160	CY	\$ _____

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **COEYMANS SUBDIVISION – NEW SALT SHED**

Bid Number: **2026-057 – Contract No. 1 – General Construction**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

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

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

ALBANY COUNTY - VENDOR 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 (hereinafter the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

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

WHEREAS, the Vendor agrees to provide such 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 Vendor mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the 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. Vendor agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Vendor 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 Vendor, and Vendor 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 Vendor 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 Vendor within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Vendor. 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 Vendor 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 Vendor or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or agency has been employed or retained by Vendor 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. Vendor 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. Vendor 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 Vendor 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

Vendor 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. Vendor 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 Vendor 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

Vendor and each person signing on behalf of Vendor 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 Vendor 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 Vendor have not been knowingly disclosed by Vendor 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 Vendor 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 Vendor (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, Vendor 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, Vendor shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor 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, Vendor, 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 Vendor will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor 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 Vendor and the Vendor 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 Vendor 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 Vendor, 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 Vendor's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Vendor 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

Vendor 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.

Vendor 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.

Vendor 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 Vendor 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 Vendor 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. Vendor 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 Vendor 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. Vendor 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, Vendor 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, Vendor, 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 Vendor 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, Vendor 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 Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor 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 Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Vendor 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. If Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Vendor 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.
- 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. Vendor 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. Vendor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Vendor 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 Vendor.

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 Vendor's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Vendor 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

Vendor 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 Vendor, 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 Vendor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Vendor'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

Vendor 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 Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor 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.

Vendor 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 Vendor 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 Vendor to comply with any of the terms or conditions of this Agreement, or (3) upon Vendor becoming insolvent.

Upon termination of this Agreement, Vendor 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 Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor 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 Vendor 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 Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Vendor, Vendor 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 vendor to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute vendor. The County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor 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 Vendor or its assignees of the final payment under this Agreement, whether by Vendor'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 Vendor 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 Vendor (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. Vendor 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

Vendor 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 Vendor's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor 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 Vendor 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 Vendor 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 Vendor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, 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, Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Vendor 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. Vendor 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 Vendor 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 (Vendors other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. Vendor 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 Vendor'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. Vendor'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.

f. 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;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the Agreement, Vendor 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, Vendor 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 Vendor 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

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 Vendor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Vendor 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

Vendor 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

Vendor, 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 Vendor 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, Vendor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** Vendor 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:** Vendor, 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. Vendor 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 Vendor 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 Vendor 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:** Vendor 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 Vendor is in the exclusive possession of another who fails or refuses to furnish the information, Vendor 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 Vendor'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 Vendor under the Agreement until Vendor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Vendor 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. Vendor 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 Vendor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Vendor may request the County to enter into any litigation to protect the interests of the County. In addition, Vendor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Vendor, 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.F.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 Vendor.

ARTICLE 33. COOPERATION

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

ARTICLE 34. NON-INTERUPTION OF WORK [Contractors 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/GOODS

If the Vendor 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 Vendor 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 Vendor on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Vendor 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 Vendor 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 Vendor in default and/or seeking debarment or suspension of the Vendor.

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 Vendor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Vendor shall give the County thirty (30) days written notice in advance of such event.
2. The Vendor 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.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a

change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Footnote Legend

- See Document 00800 - Supplementary Conditions – Modifications to Standard General Conditions, Document 00800.
- ▲ See Document 000810 - Supplementary Conditions – Additional Modifications to Standard General Conditions – Document 00810.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. ▲ The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. ▲ a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer:
 - 1. The Progress Schedule will be acceptable to Engineer, in his discretion, if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing,

scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer, in his discretion, if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer, in his discretion, as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof. ●

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions* ●

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site* ●

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance* ●

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
 - 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional

insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. ▲ Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. ▲ Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours* ●

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits* ▲

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance

of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes* ●

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site* ●

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination ●

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C. ●

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03. ●

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative* ●

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides

that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a

deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. ●
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in

the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect

to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties

are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. ● ●

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because

of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:* ●

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or

which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

- b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due: ▲

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of

the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and ●
 4. reasonable expenses directly attributable to termination. ●
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03. ●
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph. ●

ARTICLE 16 – DISPUTE RESOLUTION ●

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



DOCUMENT 00800

Supplementary Conditions – Modifications to Standard General Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

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SC-1.01.A.3. Add the following language to the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is EJCDC No. C-620.

SC-1.01.A.9. Add the following language to the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is EJCDC No. C-941.

SC-3.03.A.3 Delete this paragraph in its entirety**SC-4.02. Add the following new paragraphs immediately after Paragraph 4.02.B:**

- C. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of subsurface conditions at the Site: **NONE**
- D. In the preparation of Drawings and Specifications, Engineer relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site: **NONE**

SC-4.06. Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. In the preparation of Drawings and Specifications, Engineer relied upon the following reports of exploration and tests of hazardous conditions at the Site: **NONE.**

SC-5.04. Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than those listed in Section 19 of the General Instructions to Bidders (GIB). The following shall be named as additional insureds on a primary and non-contributory basis:
 - County of Albany
 - Lamont Engineers, PC

SC-6.02 Add a new paragraph immediately after Paragraph 6.02.B:

- C. All contracts awarded in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SC-6.05.C. Amend the paragraph by making two subparagraphs under the title C. Engineer’s Evaluation. The paragraph text is retitled, 6.05.C.2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or “or-equal” materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or “or-equal” item. Request for Engineer’s clarification of materials and equipment considered “or-equal” prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC-6.10. Add a new paragraph immediately after Paragraph 6.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of New York State and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-8.04.A Add the following language at the end of paragraph 8.04.A

Add “unless such payments are objected by the owner” to the end of the sentence.

SC-8.07.A Add the following language to the end of paragraph 8.07.A

Add “unless such change order is objected by the Owner” to the end of the sentence.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

The Engineer may provide Resident Project Representative services for this project. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative will be as stated in Exhibit D of the Agreement Between Owner and Engineer, E-500, 2008 Edition, as amended and executed for this specific Project (see attached).

SC-12.03.B Modify paragraph 12.03.B as follows:

Delete the wording “Contractor shall be entitled to equitable adjustment in contract price” and add “however Contractor shall not be entitled to an adjustment in Contract price for any matter considered under section 12.03”

SC-14.02.A.3. Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-14.02.A.4. Add the following new Paragraph after Paragraph 14.02.A.3:

4. The Application for Payment form to be used on this Project is EJCDC No. C-620.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer’s recommendations will be presented to the Owner. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due Sixty days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-14.09.A.1 Delete Paragraph 14.09.A.1 in its entirety.**SC-15.03.A.3 Delete Paragraph 15.03.A.3 in its entirety.****SC-15.03.A.4 Delete Paragraph 15.03.A.4 in its entirety.****SC-15.04.A Change Owner payment days in third line from 30 day to 60 days.****SC-15.04.B Change Owner payment days in third line from 40 days to 60 days.**

SC-16 Delete all paragraphs under this section and replace with the following:

2. VENUE & CHOICE OF LAW. This Agreement and all rights, obligations and disputes arising hereunder shall be governed by the laws of the State of New York without regard to principles of conflicts of laws. Any claims and/or proceeding between the parties relating to this Agreement shall be commenced and held in either the New York State Supreme Court of Albany County in Albany, NY or the United States Northern District of New York court in Albany, NY, whichever is applicable. The parties hereby voluntarily submit to the personal jurisdiction of the New York State Supreme Court of Albany County in Albany, NY and the United States Northern District of New York court in Albany, NY.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Resident Project Representative

Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.

The duties and responsibilities of the RPR are as follows:

General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

Records:

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

Reports:

Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract

Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Completion:

Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

Exceed limitations of Engineer’s authority as set forth in this Agreement.

Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.

Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

Accept shop drawing or sample submittals from anyone other than Contractor.

Authorize Owner to occupy the Project in whole or in part.

DOCUMENT 00821

SUPPLEMENTARY CONDITIONS – COUNTY OF ALBANY –
ARTICLE SC19 – AFFIRMATIVE ACTION PLAN REQUIREMENTS

1. Contractors are responsible for compliance with ALL Article SC19-Affirmative Action Plan Requirements Contained herein.

END OF DOCUMENT

EXCEPT FOR ATTACHED COUNTY REQUIREMENTS

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

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

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

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

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

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

ADMINISTRATION

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

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

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.
- to award 3 % of the total dollar value of the contract to a certified SDVOB.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.
- 3% of the total workforce should be veterans.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Service-Disabled Veteran-Owned Business (SDVOB)** is a business at least 51% owned, operated, and controlled by one or more U.S. veterans with a service-connected disability rating of 10% or more (or 0%–100% for federal), as defined by the Service-Disabled Veteran-Owned Business Act and federal programs.

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

DOCUMENT 00824

SUPPLEMENTARY CONDITIONS – NEW YORK STATE
DEPARTMENT OF LABOR CONTRACT
REQUIREMENTS AND WAGE RATES

1. The Contract Requirements and Wage Rates contained herein are the latest currently available from the Department of Labor. Contractors may contact the NYSDOL at (518) 457-5589 for information or clarifications relating to wage rates for this project. This information is also available on the Internet at www.labor.state.ny.us.
2. Contractors are responsible for paying employees the prevailing wage rates at the time the work is performed.

END OF DOCUMENT
EXCEPT FOR ATTACHED STATE REQUIREMENTS COVER SHEET



Kathy Hochul, Governor

Roberta Reardon, Commissioner

County of Albany

Jason Preisner
197 Elm Street
Cobleskill NY 12043

Schedule Year 2025 through 2026
Date Requested 03/12/2026
PRC# 2026007033

Location Coeymans DPW Subdivision
Project ID# 1
Project Type Construction of new 80' x 100' salt shed w/ cast in place foundation and pre-engineered fabric roof.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

DOCUMENT 00860

DRAWING INDEX

TITLE: County of Albany
Albany County Department of Public Works
Coeymans Subdivision – new salt shed

Contract No. 1 – General Construction

DATE: JANUARY 2026

ISSUE DATE: 3/11/2026

BY: Albany County Procurement Office / Lamont Engineers, P.C.

1. Refer to Drawing No. C10 for complete list of Contract Drawings.

END OF DOCUMENT

DOCUMENT 00900

ADDENDA AND MODIFICATIONS

NOTICE TO BIDDERS

Any addenda and modifications may be inserted in the pocket at the end of this Project Manual book.

After Bid Opening and Contract Award, any addenda and modifications will be bound in this Project Manual immediately following this page.

END OF DOCUMENT

(Following to be completed after Bidding.)

____ NO ADDENDA AND MODIFICATIONS

____ ADDENDA AND MODIFICATIONS
FOLLOW AND END ON PAGE 00900 - ____

SECTION 01039

COORDINATION AND MEETINGS

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Preconstruction conference.
- D. Site mobilization conference.
- E. Progress meetings.
- F. Pre-installation conferences.

1.02. COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements. All wiring to be in under-slab conduit as much as possible.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owners occupancy.
- F. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03. FIELD ENGINEERING

- A. Contractors shall provide field engineering services to establish project layout baselines and elevation control utilizing recognized engineering survey practices. Each Contractor

shall be responsible for staking out his/her respective work.

- B. Owner may retain the services of a N.Y.S. registered land surveyor to review layout and control baselines of contractor.
- C. Contractors shall protect layout monuments as required.
- D. If layout monuments are disturbed in any fashion after the Owner's check, the monuments shall be re-established by a N.Y.S. registered surveyor at Contractor's expense.

1.04. PRECONSTRUCTION CONFERENCE

- A. Owner and Engineer will schedule a conference within twenty days after the effective date of agreement but before any work at the project site is started.
- B. Attendance Required: Owner, Engineer, Special Consultants and Contractors.
- C. Agenda:
 - 1. Review of all items submitted by Contractors as required by General Conditions and related Supplementary Conditions.
 - 2. Designation of personnel representing the parties in Contract, Owner, and the Engineer.
 - 3. Procedures and processing of field decisions, Submittals, Substitutions, Applications for Payments, Change Orders and Contract closeout procedures.
 - 4. Review of Preliminary Schedules of individual Contracts.

1.05. SITE MOBILIZATION AND SCHEDULES/PRODUCTS LIST FINALIZATION CONFERENCE

- A. Engineer will schedule a conference at the Project site within ten days after the Preconstruction Conference.
- B. Attendance Required: Owner, Engineer, Special Consultants, Contractor's Superintendent(s), and major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Project baseline layout.

6. Security and housekeeping procedures.
7. Review of Revised Individual Schedules and development of Final Comprehensive Schedule.
8. Procedures for testing.
9. Procedures for maintaining record documents.
10. Requirements for start-up of equipment.
11. Inspection and acceptance of equipment put into service during construction period.
12. Finalization of all products, systems, equipment and materials designations as:
 - a. "As Specified"
 - b. "Or Equal"
 - c. Substitution

1.06. PROGRESS MEETINGS

- A. Engineer will schedule and administer meetings throughout progress of the Work at monthly intervals. This requirement may be adjusted to bi-weekly or weekly as construction activities progress.
- B. Engineer will prepare specific agenda based on need.
- C. Attendance Required: Job superintendent(s), major Subcontractors and suppliers, Owner, Engineer as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review items uncompleted per minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.

9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

1.07. PRE-INSTALLATION CONFERENCES

- A. When required in individual specification Section or as deemed necessary, Engineer or Contractor shall convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Notify other parties three (3) days in advance of meeting date.
- D. Prepare agenda, preside at conference. Engineer will make notes for record and distribute to Contractor as required.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not Used

END OF SECTION

SECTION 01260

SPILL PREVENTION PLAN

All contractors and subcontractors are responsible for implementing and enforcing the contents of this Spill Prevention Plan.

I. Waste Disposal:

All construction wastes, hazardous wastes, and sanitary wastes shall be disposed of according to New York State Department of Environmental Conservation standards and regulations. No burning, burying, or dumping of wastes will be permitted on-site. Transportation and ultimate disposal of wastes off-site shall be done according to all relevant State and local regulations.

II. Material Management Practices:

A. The materials or substances listed below are expected to be present on-site during construction:

- | | |
|---------------------|----------------------------|
| • Cleaning Solvents | • Fertilizers |
| • Detergents | • Petroleum Based Products |
| • Paints | • Blast Cleaning Products |
| • Petroleum Fuels | • Hydraulic Equipment |

B. Housekeeping Procedures:

1. An effort will be made to store only enough products as required to complete the job.
2. All materials stored on-site shall be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or some other enclosure.
3. Products will not be mixed with one another unless recommended by the manufacturer.
4. Whenever possible, all of a product shall be used-up before disposing of the container.
5. Manufacturers' recommendations for proper use, storage, cleaning, and disposal shall be followed if State or local regulations do not apply.
6. There shall be daily inspections to ensure proper use, storage, and disposal of all materials on-site during construction.

C. Hazardous Materials:

1. Products shall be kept in original containers, unless they are not resealable in which case they shall be clearly marked as to contents and potential hazards.
2. Original labels and material safety data sheets shall be retained on the site at all times when such materials are present on the site.
3. If surplus products must be disposed, manufacturers' or State and local

recommended methods for proper disposal shall be followed.

D. Petroleum Products:

1. All on-site vehicles shall be monitored for leaks and shall receive regular preventative maintenance to minimize leakage.
2. On site fuel storage shall have secondary containment provisions.
3. All on site fueling of equipment shall be performed by personnel trained in spill prevention and spill response.
4. During on site fueling operations personnel must stay at pump control, operator shall not rely on automatic shut-offs on fuel pumps.
5. Fueling of small equipment shall be performed on non-absorbent surfaces if at all possible.

E. Fertilizers:

Fertilizers used shall be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer shall be worked into the soil to limit exposure to storm water runoff. Fertilizers shall be stored in a covered area and the contents of any partially used bags shall be transferred to a sealable plastic container to avoid spills or leaks.

F. Paints:

All containers shall be tightly sealed and stored in a protected "fire safe" area when not required for use. Containers shall be clearly marked as to their contents. Excess paint shall not be discharged into storm or sanitary sewer systems and shall be properly disposed of according to manufacturers' instructions or State and local regulation.

G. Spill Control Practices:

1. A Spill Prevention Plan (SPP) shall be prepared and shall be based on manufacturers' recommended methods for spill cleanup. The SPP shall be clearly posted, and site personnel shall be made aware of the procedures and the locations of all information and cleanup supplies.
2. Materials and equipment necessary for spill cleanup shall be kept in the material storage areas on-site. Equipment and materials shall include, but not be limited to brooms, dust pans, mops, rags, shovels, gloves, goggles, kitty litter, sand, sawdust, and plastic & metal trash containers specifically for this purpose. Safety equipment such as fire extinguishers and first-aid kits shall be kept on site at all times in case of emergencies.
3. All spills shall be cleaned-up immediately after discovery.
4. The spill area shall be kept well ventilated and personnel shall wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
5. Spills of toxic or hazardous materials shall be reported to the appropriate State and local authorities, regardless of the size.
6. The Spill Prevention Plan shall be modified and adjusted as necessary to

prevent reoccurrence of spills after they have occurred, and shall include new clean-up procedures when necessary. A description of the spill, what caused it, and clean-up/prevention procedures to be followed in the future shall be included in the SPP and posted on-site after a spill.

7. A spill prevention coordinator shall be designated for each Contract. The coordinator shall designate at least three other personnel who will receive spill prevention and clean-up training. These personnel shall become responsible for a particular phase of prevention and clean-up, and their names shall be posted along with the Spill Prevention Plan.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Submittal procedures.
- B. Proposed Products list.
- C. Shop drawings.
- D. Product data.
- E. Samples.
- F. Manufacturers' instructions.
- G. Manufacturers' certificates.

1.02. RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers' field services and reports.
- B. Section 01700 - Contract Closeout: Contract warranty, manufacturer's certificates, and closeout submittals.

1.03. SUBMITTAL PROCEDURES

- A. Transmit each submittal with completed cover sheet form attached to each copy of submittal. Contractor shall use the submittal cover sheet provided at the end of this section.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s); and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Owner at business address listed on cover of Project Manual. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

- G. After Owner/Engineer review of submittal, revise and resubmit submittals as required, identify all changes made since previous submittal.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04. PROPOSED PRODUCTS LIST

- A. Submit complete list of all products, systems, equipment and materials proposed for use, with name of manufacturer, trade name, and model number as applicable within fifteen days after the effective date of the Owner-Contractor Agreement.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.05. SHOP DRAWINGS

- A. Submit the number of opaque reproductions which Contractor requires to be returned, plus one which will be retained by Owner.

1.06. PRODUCT DATA

- A. Submit the number of copies which the Contractor requires to be returned, plus one copy which will be retained by the Owner.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.07. MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.08. TIMING OF WORK

- A. Any Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of the CONTRACTOR.

PART 2. PRODUCTS

Not Used

PART 3. EXECUTION

Not used

END OF SECTION
(Except for Submittal Cover Sheet)

SUBMITTAL COVER SHEET

Project: _____

Submittal No: _____

Contract: _____

Submittal Date: _____

Owner: _____

Address: _____

Engineer: _____

Address: _____

Contractor: _____

Address: _____

Phone: _____ Fax: _____ Cell: _____

Type of Submittal:

- ☐ Shop Drawing ☐ Product Data ☐ Product Sample ☐ Color Sample ☐ Test Report
☐ Product Certificate ☐ Product Warranty ☐ Schedule ☐ Other

Description:

Product/Material: _____

Manufacturer: _____

Subcontractor/Supplier: _____

Reference:

Spec Section No: _____

Plan/Drawing No: _____

Paragraph No: _____

Room or Detail No: _____

Contractor's Certification Stamp:

By: _____

Engineer's Comments:

Engineer's Review Stamp:

SECTION 01400
QUALITY CONTROL

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Quality Assurance and Control of Installation.
- B. References.
- C. Testing Services.
- D. Manufacturers' Field Services and Reports.
- E. Manufacturers' Instructions.
- F. Manufacturers' Certificates.

1.02. RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Project Record Documents.

1.03. QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified industry standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04. REFERENCES

- A. Conform to reference standard by date of issue current on date of Owner-Contractor Agreement.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request

clarification from Owner before proceeding.

- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05. TESTING SERVICES

- A. OWNER may appoint and employ services of qualified firms to perform field-testing of materials installed or incorporated in the Work. Testing by the OWNER's testing firm will be for the sole benefit of the OWNER to evaluate, in general, the compliance of the Work with the requirements of the Contract Documents.
- B. The OWNER's testing firms will perform tests and other services as required by the OWNER's Engineer.
- C. Reports will be submitted by the OWNER's testing firms to the ENGINEER, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Re-testing by the OWNER's testing firm required because of non-conformance with specified requirements will be paid for by the CONTRACTOR.
- E. CONTRACTOR shall cooperate with testing firms, furnish samples of materials and design mix, and provide equipment, tools, storage and assistance as requested.
- F. Testing by the OWNER's testing firms shall not relieve, in any way, the responsibility of the CONTRACTOR to provide Work free of defects and in full compliance with the Contract Documents. This testing shall not be used for the CONTRACTOR's quality control.
- G. CONTRACTOR shall perform all testing necessary for the CONTRACTOR's quality control at no additional cost to the OWNER. CONTRACTOR shall notify the OWNER and/or ENGINEER promptly of irregularities or deficiencies observed in the Work during testing. All test reports for field testing shall be submitted to the OWNER at the end of each work day, and all test reports for laboratory testing shall be submitted to the OWNER within seven days of test date.
- H. CONTRACTOR shall employ and pay for services of an independent testing laboratory to perform all tests on materials proposed for the project that require test results prior to acceptability for use. Services will be performed in accordance with requirements of governing authorities and with specified standards.

1.06. MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- B. When required by individual Specifications Section, submit manufacturer's printed instructions, in the quantity required for product data, for delivery, storage, assembly,

installation, startup, adjusting, and finishing, as appropriate.

1.07. MANUFACTURERS' CERTIFICATES

- A. When required by individual Specifications Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

PART 2. PRODUCTS

Not Used.

PART 3. EXECUTION

Not Used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction Phase Utilities: Construction water and sanitary facilities.
- B. Temporary Controls: Enclosures and fencing, protection of the Work, progress cleaning, water control, and pollution control.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout: Final cleaning.

1.03 FENCING AND BARRIERS

- A. All contracts shall provide protective fencing and barriers as required to protect the public and secure their work.
- B. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction activities.
- C. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuously running water.

1.04 WATER CONTROL

- A. Contractor shall provide temporary roofing systems to protect the building during the removal and replacement of the existing roof.
- B. Provide, operate, and maintain pumping equipment as needed.

1.05 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
 - 1. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.

- C. Take special measures to prevent harmful substances from entering public waters.
 - 1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.

1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Prohibit traffic from landscaped areas and recently paved areas.

1.07 SECURITY

- A. Provide security and facilities to protect Work.

1.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Provide containers for deposit of debris.
- E. Prohibit overloading of trucks to prevent spillages on access and haul routes.
- F. Provide periodic inspection of traffic areas to enforce requirements.
- G. Remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.09 SANITARY FACILITIES

- A. Contractors shall provide for their own needs.

1.10 TEMPORARY ELECTRICAL SERVICE

- A. Contractor shall provide and maintain their own electrical service and/or temporary power.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Closeout Procedures.
- B. Substantial Completion.
- C. Final Cleaning.
- D. Adjusting.
- E. Project Record Documents.
- F. Operation and Maintenance Data.
- G. Warranties.

1.02. RELATED SECTIONS

- A. Document 00700 - Standard General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.

1.03. CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, and all Special Services have been completed in accordance with Contract Documents and ready for Engineer's inspection and final consideration.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and sum remaining due. Four sets of each of the following documents with original signatures and seals shall accompany the final Application for payment:
 - 1. Contractor's Certificate of Completion (by Contractor)
 - 2. Final Waiver of Lien (by Contractor, Subcontractor, and Suppliers)
 - 3. Affidavit of Release of Liens (by Contractor)
 - 4. Affidavit of Payment (by Contractor)
 - 5. Consent of Surety for Final Payment (by Surety Company)
 - 6. Maintenance Bond Certificate for Performance and Payment Bonds.

1.04. SUBSTANTIAL COMPLETION

- A. Comply with procedures stated in Article 15.03 of the General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When Engineer finds Work is substantially complete, he will prepare a Certificate of Substantial Completion with attached punch list in accordance with provisions of General Conditions.
- C. Substantial Completion shall include the following work items:
 - 1. Completion of the work, except for minor Punch List items.
 - 2. All related restoration work.
 - 3. Successful quality control testing, including submission of test results

1.05. FINAL COMPLETION

- A. Final Completion shall include the following work items:
 - 1. Submission of Contractor's As-built Data
 - 2. Submission of Contractor's Operation and Maintenance Manuals
 - 3. Consent of Surety to release of retainage
 - 4. Affidavit of Payment of debt and claims
 - 5. Affidavit of Release of Liens
- B. When Contractor considers Work is complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
 - 4. Equipment and systems have been tested, adjusted, and are fully operational.
 - 5. Operation of systems has been demonstrated to Owner's personnel.
 - 6. Work is complete and ready for final inspection.
- C. Should Engineer's inspection find Work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- D. Contractor shall remedy deficiencies and send a second certification of final completion.

- E. When Engineer finds work is complete, he will review closeout submittals per Article 1.03 of this Section.

1.06. FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.07. ADJUSTING

- A. Adjust operating Products and Equipment to ensure smooth and unhindered operation.

1.08. PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record therein the actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Test results reports.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract Drawings.

3. Changes made by modifications.
4. References to related shop drawings and modifications.

F. Water Service As-Built Data

1. Contractor shall maintain a separate logbook that will include property number and physical address the service serves, all service installation data including the distance from the main, at least three ties to the curb stop to nearby permanent structures (houses, buildings, etc.) and not trees and poles, and a photograph(s) of the installed service.

- G. Contractor shall submit four sets of documents to Engineer with claim for Substantial Completion.

1.09. OPERATION AND MAINTENANCE DATA

- A. Provide data for equipment.
- B. Submit 6 sets prior to final inspection, bound in 8-1/2 x 11 inch three-ring side binders with durable plastic covers.
- C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24-pound white paper.
- F. Part 1: Directory, listing names, addresses, telephone numbers, and email addresses of Engineer, Contractor, Subcontractors, and major equipment suppliers.
- G. Part 2: Operation and maintenance instructions arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 1. Significant design criteria.
 2. List of equipment.
 3. Parts list for each component.
 4. Operating instructions.
 5. Maintenance instructions for equipment and systems.
 6. Maintenance instructions for finishes, including recommended cleaning methods

and materials and special precautions identifying detrimental agents.

H. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties.

I. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems before final inspection.

1.10. WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in binder with durable plastic cover.
- D. Submit prior to final Application for Payment.

PART 2. PRODUCTS

Not used

PART 3. EXECUTION

Not used

END OF SECTION

EXCEPT FOR

EJCDC C-625 (2013) Substantial Completion

Wiley-Fisk Form 17-2 Contractors Certification of Completion

Wiley-Fisk Form 17-4 Consent of Surety – Reduction of or Partial Release of Retainage

Wiley-Fisk Form 17-5 – Consent of Surety – Final Payment

Wiley-Fisk Form 17-6 – Partial Waiver of Lien

Wiley-Fisk Form 17-7 – Final Waiver of Lien

Wiley-Fisk Form 17-8 – Affidavit of Release of Liens

Wiley-Fisk Form 17-9 – Affidavit of Payment

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

CONTRACTOR'S CERTIFICATION OF COMPLETION

TO: DATE _____

PROJECT _____

JOB NO. _____

CONTRACT NO. _____

ATTN: Resident Project Rep.

OWNER _____

FROM _____

(Firm or Corporation)

This is to certify that I, _____ am an authorized
official of _____
working in the capacity of _____

and have been properly authorized by said firm or corporation to sing the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, materials used and installed in every particular, in accordance with, and in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract drawings.

BY _____

TITLE _____

FOR _____

DISTRIBUTION: 1. Proj Mgr.
2. Field Ofc.
3. File

Wiley-Fisk Form 17-2

CONSENT OF SURETY
For Reduction of or
Partial Release of Retainage

Project Name _____

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Bond of the following named Contractor:

hereby approves a reduction of or partial release of retainage to the Contractor as set forth below:

The Surety Company hereby agrees that such reduction of or partial release of retainage to the Contractor shall not relieve said surety company of any of its obligations to the following named Owner as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20____

(Name of Surety Company)

(Affix corporate
Seal here)

(Signature of Authorized Representative)

Wiley-Fisk Form 17-4

TITLE _____

**CONSENT OF SURETY
For Final Payment**

Project Name _____
Location _____
Project No. _____ Contract No. _____
Type of Contract _____
Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20__

(Name of Surety Company)

(Affix corporate
Seal here)

(Signature of Authorized Representative)

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersign has been employed by (A) _____

to furnish labor and materials for (B) _____
_____ work,

under a contract (C) _____

for the improvement of the premises described as (D) _____

In the _____ (City-Village) of _____

County of _____ State of _____

of which _____

_____ is the Owner,

NOW, THEREFORE, this _____ day of _____, 20____,

for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contact, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

(F) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

_____ (SEAL)

TITLE: _____

INSTRUCTION FOR PARTIAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if no in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersign has been employed by (A) _____

to furnish labor and materials for (B) _____
_____ work,
under a contract (C) _____
for the improvement of the premises described as (D) _____

In the _____ (City-Village) of _____
County of _____ State of _____
of which _____
_____ is the Owner,

NOW, THEREFORE, this _____ day of _____, 20____,
for and in consideration of the sum of (E) _____
Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) _____ (SEAL)
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

_____(SEAL)

TITLE: _____

INSTRUCTION FOR PARTIAL WAIVER

- (G) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (H) Fill in nature and extent of work; strike the word labor or the word materials if no in your contract.
- (I) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (J) Furnish accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (K) Amount shown should be the amount actually received on that date.
- (L) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

AFFIDAVIT OF RELEASE OF LIENS

To All Whom It May Concern:

WHEREAS, the undersign has been employed by _____

to furnish labor and materials for _____

_____ work,

under a contract _____

for the improvement of the premises described as _____

In the _____ of _____

County of _____ State of _____

of which _____

_____ is the Owner,

NOW, THEREFORE, this _____ day of _____, 20____,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

(SEAL)
CONTRACTOR (Name of sole ownership, corporation or partnership)

(Affix corporate
Seal here)

(SEAL)
(Signature of Authorized Representative)

TITLE _____

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersign has been employed by _____

to furnish labor and materials for _____
_____ work,
under a contract _____
for the improvement of the premises described as _____

In the _____ of _____
County of _____ State of _____
of which _____
_____ is the Owner,

NOW, THEREFORE, this _____ day of _____, 20____,

The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligation for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for manages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is Involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

(SEAL)
CONTRACTOR (Name of sole ownership, corporation or partnership)

**(Affix corporate
Seal here)**

(Signature of Authorized Representative) (SEAL)

TITLE _____

SECTION 02100
SITE PREPARATION

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Clearing.
- B. Grubbing.
- C. Pruning
- D. Disposal of Clearing and Grubbing Spoil Material.
- E. Temporary Removal of Existing Items to Remain Part of Final Work.
- F. Temporary Support for Existing Utility Poles.
- G. Stakeout of Work.

1.02. RELATED SECTIONS

- A. Section 02121 – Environmental Protection
- B. Section 02225 - Trenching, Backfilling and Compacting

1.03. DEFINITIONS

- A. Clearing: Removal of trees, shrubs, bushes, and other organic matter found at or above original ground level.
- B. Grubbing: Removal of stumps, roots, boards, logs and other organic matter found at or below original ground level.
- C. Pruning: Shearing and trimming of trees, shrubs, and bushes.
- D. Sod: Grass (turf) and vegetative-covered surface of the ground.

1.04. QUALITY ASSURANCE

- A. Protect roadways, site drainage-ways, adjacent property, and other works to remain in accordance with all environmental guidelines set forth by the New York State Department of Environmental Conservation and local regulatory agencies.
- B. Protect project benchmarks with fencing or barricades.
- C. Protect existing trees, shrubs, and bushes to remain by fencing or barricades.
- D. Regulatory Requirements: State and local codes shall control tree and shrub

disposal not specifically outlined in this section.

1.05. SUBMITTALS (If Necessary)

- A. Furnish manufacturer's data on pruning paint and herbicides in accordance with Section 01300.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Wrapping materials: One or more of the following:
 - 1. Jute Burlap: 4-inch wide strips, eight (8) ounces per square yard minimum.
 - 2. Wrapping Paper: Waterproof, 4-inch wide strips.
- B. Pruning Paint: Antiseptic, waterproof, adhesive, and elastic, such as asphalt, and certain oils with fungicide. Paint to remain tacky for 4 hours and retain elasticity after setting. Paint not to contain kerosene, coal tar creosote, or other material harmful to trees.
- C. Herbicides: Commercial herbicides as approved by the Engineer.
- D. Do not use explosives.

PART 3. EXECUTION

3.01. INSPECTION

- A. Before clearing, carefully inspect the site and verify:
 - 1. Work layout; horizontal and vertical clearances.
 - 2. Limits of construction and of easements.
 - 3. Condition of plantings to be protected.
- B. If there is a discrepancy or unsatisfactory condition, notify Engineer.

3.02. PREPARATION

- A. Notification: Before clearing and grubbing, notify:
 - 1. John Northrup – Coeymans DPW Subdivision Foreman: 518-857-3882.
 - 2. Adjacent and affected property occupants.
 - 3. Underground and Overhead Utility Companies.

3.03. CLEARING

- A. Clear minimal areas within the contract limit, and property lines. Protect existing natural appearance, conserve natural resources, minimize scarring of the landscape, and prevent degrading of all areas.
- B. Do not damage common native trees and shrubs, other than those permitted by the Engineer.
- C. Limit clearing to area required for excavations, grading, and trenching.
- D. When clearing, consider soil stability and protection of natural habitat for wildlife.
- E. If excavations expose roots without removing the plant:
 - 1. Protect roots by hand excavating.
 - 2. Keep roots wet, covered with burlap, and tied.
 - 3. Backfill as soon as practicable. Use planting soil around roots. Apply mulch at surface.
- F. Where trees and shrubs can be moved and replanted:
 - 1. Carefully excavate.
 - 2. Prune and tie limbs.
 - 3. Store and heel-in the plants during construction.
 - 4. Water, spray, and maintain plants in a healthy condition.
 - 5. Replant in original location as soon as possible.
 - a. Excavate pit with vertical sides, flat bottom, at least 6 inches deeper, and 2 feet larger in diameter than ball or spread of roots.
 - b. Center plant in pit and face for best effect. Set plumb and hold rigidly in position until soil has been tamped firmly. Use only planting soil under and around ball or roots. Fill pit with water and leave pit surface even with finished surface of surrounding ground.
 - c. Provide watering saucer.
 - 6. Stake, brace, and guy trees.
 - 7. Mulch planting pit saucer.
 - 8. Wrap tree trunk, prune, spray, and maintain until final acceptance of work.

- G. Engineer will control stump removal and work around stumps.
- H. Where tree or shrub removal by cutting is unavoidable, obtain an order to proceed from the Engineer before cutting. If such tree or shrub can be saved by special construction methods, such work may be authorized by the Engineer.
- I. Slope grade beneath branches without abrupt changes.
- J. Damaged trees to remain shall be repaired by an approved tree surgeon at the Contractor's expense. If damage renders tree undesirable if treated, Contractor shall be assessed a fine of \$100.00 per inch of trunk diameter. Engineer will determine the extent of damage and undesirability. Fines shall be deducted from the total compensation due the Contractor before release of retainage.

3.04. GRUBBING

- A. Limits, time, and methods of grubbing shall coincide with those limits of clearing.
- B. Remove all stumps and roots over 1-inch in diameter, and matted roots to a minimum of 6" below grade.

3.05. PRUNING

- A. Cut branches with a sharp, sterile pruning instrument.
 - 1. Apply pruning paint in accordance with manufacturer's directions immediately after pruning.
 - 2. Special application shall be recommended by the pruning paint manufacturer for trees which are not affected by the standard applications.

3.06. DISPOSAL OF CLEARING AND GRUBBING SPOIL

- A. No open burning will be permitted unless Contractor(s) procures permit from local regulatory agencies.
- B. Removal:
 - 1. Remove material from the site daily.
 - 2. Should Contractor work beyond normal working hours, remove material within 48 hours.
 - 3. All spoil material to be removed by Contractor, regardless of Owner involvement in firewood removal.
- C. Dumping:
 - 1. No dumping shall be allowed in any stream, corridor, wetlands, surface waters, or at unspecified locations or at locations not approved by the Engineer or regulatory agencies.

3.07. TEMPORARY REMOVAL OF EXISTING ITEMS TO REMAIN AS PART OF FINAL WORK

A. Clear all items which will remain part of the finished work away from construction area, and store for replacement or reconstruction:

1. Fencing

- a. During removal of fencing, corner or end posts should be replaced with temporary terminals providing similar tension for remaining sections.
- b. Store removed fencing materials, posts, fabric, wire, braces, rails, and fastenings in neat piles. Protect from damage or loss.

2. Signs and Mailboxes

- a. Remove signs and mailboxes located within the work area only as to minimize impacts on traffic safety and local businesses.
- b. All signs shall be replaced, at least temporarily, at the end of each work day in their proper locations.
- c. Temporarily relocate mail boxes as needed to provide uninterrupted postal service. Temporary locations must meet property owner's approval.
- d. Temporary relocation of business signs is also permissible with the property owner's consent.

3. Other Items

- a. Schedule removal and replacement of all other items to be temporarily removed from the construction area so as to inconvenience property owners as little as possible.

B. Existing Items which are not of the quality or condition to be reinstalled without replacement parts should not be removed until any questions on reinstallation have been answered.

3.08. TEMPORARY SUPPORT FOR EXISTING UTILITY POLES

A. CONTRACTOR shall coordinate with utilities as required to support existing utility structures and/or services during construction. Utilities shall be directed to bill normal support charges directly to the Contractor.

B. Costs of additional utility charges due to Contractor's fault will be deducted from the appropriate Contract Sum.

END OF SECTION

SECTION 02121

ENVIRONMENTAL PROTECTION

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Requirements to minimize the potential short-term adverse environmental impacts associated with contractor activity in environmentally sensitive areas.

1.02. RELATED SECTIONS

- A. All Sections.

1.03. DEFINITIONS

- A. Critical Environmental Areas: Those areas, conditions, or features which, when disturbed by construction activities, create an adverse environmental impact. These areas include, but are not necessarily limited to, densely wooded areas, wetland areas, stream crossings and steep slopes.

1.04. SUBMITTALS

- A. Provide a brief contingency action plan for prompt remedial action in the event that spillage of petroleum products or other pollutants should occur. Contingency action plan shall be submitted to the Engineer for approval prior to the start of construction.

1.05. ACCIDENT PREVENTION MEASURES

- A. All preventative measures should be taken to avoid spillage of petroleum products and other pollutants. See section 01260.
- B. Every precaution should be taken to prevent the possibility of accidentally starting fires. Construction programs should include fire prevention planning, training of personnel in fire fighting, and a fire prevention inspection program.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Materials used for maintenance and protection of the environment shall conform to the material requirements set forth in the relevant section of the Project Manual (i.e., topsoil, seeding, etc.).

PART 3. EXECUTION

3.01. PERFORMANCE

- A. All construction details outlined herein and shown on the Contract Drawings shall be

- implemented to insure minimum damage to the environment during construction and for the long term.
- B. All construction details shall meet environmental objectives and constraints specified herein, outlined in permits or directed by the Engineer to protect the natural resources within the Project Area.
 - C. Temporary, permanent, or unspecified alteration of the flow line of any stream or watercourse will be prohibited, unless specifically approved in writing by the Engineer.
 - D. Vegetation adjacent to or outside of access roads or rights-of-way shall not be damaged.
 - E. Disposal of spoil material shall not be in any flood plain, wetland, or sensitive environmental area. The Contractor shall review with the Engineer the proposed spoil disposal location on site.
 - F. The Contractor shall be required to protect and preserve existing trees and shrubs in areas designated on the drawings. Should any replacement of trees or shrubs be deemed necessary by the Project Engineer the number and type shall be shown on the plans.

3.02. CLEARING

- A. Clearing, or any construction work not specifically authorized and permitted within 15 feet of a stream shall be prohibited. The 15 foot limit shall be marked by a snow fence installed by Contractor prior to construction.
- B. Tree trunks and roots, vegetation, and pipeline project debris shall not be disposed of in trenches.
- C. Logistical structures and storage areas shall not be located in critical environmental areas. Where areas must be cleared for storage of materials or temporary structures, provisions shall be made for regulating drainage and controlling erosion.
- D. All abandoned or useless objects including buildings, equipment, supplies, personal property, rubbish, (including those present prior to construction activities) should be removed from the right-of-way in the manner prescribed in the relevant portions of the specifications.

3.03. EROSION AND SEDIMENTATION CONTROL

- A. The Contractor, shall at the direction of the Owner or its representatives, use necessary methods to minimize erosion, especially in stream or watercourse areas. Right-of-way slopes at surface water crossings and drainage ways shall be protected by sheeting, sandbagging, mulch, or the use of jute excelsior blankets.
- B. Cuts, fills, and other disturbed areas should be seeded or sodded as soon as possible to prevent erosion. If such seeding's fail to provide adequate cover, the area will be promptly reseeded.

- C. Water, resulting from dewatering operations that will reduce the quality of the water in the stream, shall not be directly discharged.
- D. No other procedures utilizing placement of gravel, stone, or rocks for the purpose of erosion protection, riprap, or like structures shall be used in lieu of seeding or soddings or other horticultural remedies unless necessary to prevent irreparable injury or damage to the environment arising out of unusually difficult conditions at a specific site where the establishment of protective vegetation is neither possible, nor feasible, and for which injury and damage there is no adequate horticultural remedy. Nor shall such procedures be implemented without the express permission of the Owner.

END OF SECTION

SECTION 02200

GENERAL TECHNICAL SPECIFICATION

PART 1. GENERAL

1.01. SCOPE OF WORK

- A. The work to be performed under this contract shall include all necessary materials, labor, tools, equipment, and insurance necessary to complete the work as shown on the plans and as described herein.

1.02. GENERAL CONSTRUCTION NOTES

- A. Property boundaries are equivalent to the limits of disturbance for the proposed work. The proposed work shall not extend beyond the limits of disturbance. Clearing and grubbing shall not extend beyond the limit of disturbance unless authorized by the Town.
- B. The contractor shall immediately notify the OWNER of any conditions that vary from those shown on the plans. The contractors work shall not vary from the plans without the expressed approval of the OWNER.
- C. Contractor shall be responsible for all site safety.
- D. Contractor shall contact DIG SAFELY NEW YORK (1-800-962-7962) to verify the location of all underground utilities 72 hours prior to any excavation work.
- E. Contractor shall restore all disturbed areas to pre-construction condition or better.

1.03. INSPECTION OF THE SITE PRIOR TO BID

- A. It is the Contractor's responsibility, prior to preparing his bid, to inspect the site, visualize the work to be done, and prepare his bid accordingly. Failure to do so will not relieve the Contractor of his responsibility to perform the work under this contract.

1.04. SURVEY AND STAKEOUT

- A. The Contractor shall provide his own layout for the Work.

1.05. COMPLETE JOB

- A. These documents are intended to describe a complete and workmanlike job by a contractor familiar with this type of construction. **All miscellaneous requirements shall be included by the Contractor in the respective lump sum price to provide a complete job and no additional payment will be considered or approved for any item or tasks needed to provide a complete, workmanlike final product.**

END OF SECTION

SECTION 02211

ROUGH GRADING

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Pavement, sidewalk and curb removal and disposal
- B. Removal of topsoil and stockpile for later reuse
- C. Excavation of subsoil and stockpile for later reuse
- D. Disposal of unsuitable or excess materials not being reused
- E. Grade and rough contour site

1.02. RELATED SECTIONS

- A. Section 02100 - Site Preparation
- B. Section 02223 - Backfilling
- C. Section 02225 - Trenching, Backfilling and Compacting
- D. Section 02229 - Rock Removal
- E. Section 02232 - Highway and Miscellaneous Surface Subbase

1.03. PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as portion of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, and paving and curbs.
- C. Protect above or below grade utilities which are to remain.
- D. Repair damage.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Topsoil: Generally, excavated material with high percentage of organic material from within 12" of existing grade (or as shown on the Contract Drawings) that can be reused for establishing turf.

- B. Subsoil: Generally, excavated material below topsoil layer and above rock interface, free of organic material.

PART 3. EXECUTION

3.01. PREPARATION

- A. Identify required lines, levels, contours, and datum, in accordance with Section 01039.
- B. Contact Dig Safety New York at (800) 962-7962 in accordance with the requirements of NYS Code Rule 753.
- C. Identify known below grade utilities. Stake and flag locations.
- D. Identify and flag above grade utilities.
- E. Maintain and protect existing utilities remaining which pass-through work area per Document 00820.
- F. Notify utility company to remove and relocate utilities, as required.
- G. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

3.02. PAVEMENT, SIDEWALK AND CURB REMOVAL AND DISPOSAL

- A. Pavement, sidewalks and curbs shall be removed as required to execute the work. Unless specifically noted otherwise, all pavement, sidewalk and curbs removed shall be replaced with new materials. To reduce the disturbed area, all pavement, sidewalks and curbs to be removed shall be pre-cut with a cutting wheel or other appropriate method.
- B. Pavement cuts shall not vary more than 12 inches in 50 feet, and not more than one inch in 10 feet, from a straight line.
- C. Pavement, sidewalk and curb spoil shall be kept separate from reusable subsoil.
- D. Pavement, sidewalk and curb spoil shall be disposed of off-site, at an approved spoil area, at no additional cost to Owner.
- E. Refer to Sections 02513 and 02520 for pavement, sidewalk and curb cutting requirements prior to final restoration.

3.03. TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, trenched, relandscaped or regraded, and from marked areas, and stockpile on site.
- B. Stockpile topsoil to depth not exceeding 8 feet.

- C. If topsoil-subsoil interface is at a different elevation than expected, adjustments shall be made in topsoil stripping depths.

3.04. SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be relandscaped or regraded and stockpile on site. The maximum allowable backslope in excavated (existing) material shall be 1V:2.5H. This includes all excavation, grading, and ditching.
- B. Stockpile subsoil to depth not exceeding 8 feet.
- C. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.
- D. Unauthorized Excavation: Unauthorized excavations carried outside lines and grades shown on Contract Drawings shall be filled by Contractor at no additional cost to Owner as follows:
 - 1. Below concrete cradle, concrete encasement or concrete foundation, fill unauthorized excavations with concrete of same quality or as ordered by Engineer.
 - 2. Below areas to be backfilled, fill unauthorized excavations with same material, including compaction requirements, as is to be placed immediately above unauthorized excavation.
 - 3. Below landscaped areas to be topsoiled and seeded, fill unauthorized excavations with compacted Common Fill material or, if approved by Engineer, with Topsoil.

3.05. DISPOSAL OF WASTE MATERIALS AND SURPLUS MATERIALS

- A. Waste materials shall be disposed of onsite at locations designated by the Owner. If waste materials cannot be disposed of onsite, Contract No. 1 shall dispose of unsuitable or excess materials not being reused at an off-site spoil area.

3.06. TOLERANCES

- A. Top Surface of Subgrade: Plus or minus one inch.

END OF SECTION

SECTION 02223

BACKFILLING

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Site backfilling.
- B. General site embankments or fill.
- C. Compaction requirements.

1.02. RELATED SECTIONS

- A. Section 01400 - Quality Control.
- B. Section 02225 - Trenching, Backfilling, and Compacting.

1.03. REFERENCES

- A. ANSI/ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates.
- B. ANSI/ASTM D1556 - Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D698 - Tests for Moisture-Density Relations of Soils and Soil-Aggregate Mixture Using 5.5 lb (2.49 kg) Rammer and 12 inch (305 mm) Drop: (Standard Proctor).
- D. ANSI/ASTM D2922 - Density of Soil and Soil-Aggregate in place by NUCLEAR METHODS.

1.04. DEFINITIONS

- A. Subgrade: Material directly beneath top layer of material which produces Finished Grade; or, in the case of Paved Areas, material directly beneath actual paving materials; or, in the case of concrete structures, material directly beneath the concrete.
- B. Subgrade Elevation: Elevation of top of subgrade material.
- C. Finished Grade: Top surface of lawns, paved areas or other improved surface after completion of construction or grading operations.

1.05. TESTS

- A. Analysis of fill materials shall be performed in accordance with ANSI/ASTM D698 and C136 and under provisions of Section 01400.

- B. Field Testing of fill materials shall be performed in accordance with ANSI/ASTM D1556 or ANSI/ASTM D2922.

1.06. SAMPLES

- A. Submit samples and sieve analyses of all common and select fill materials to be used.
- B. Submit samples and sieved analyses of cut-and-fill absorption bed material to be used.
- C. Submit samples of excavated materials to be used as common backfill. Samples shall be taken as necessary throughout the piping systems in areas of trench excavation. All samples to be taken under the direction of the Engineer.
- D. Provide Proctor Testing of common and select fill materials – submit results to Engineer.
- E. All samples must be labeled with the origin of the source of the material.
- F. Obtain Engineer approval of all fill materials prior to placing.

PART 2. PRODUCTS

2.01. SELECT FILL MATERIALS

- A. Type A - Crushed stone or crushed gravel conforming to all of the requirements of NYSDOT Standard Specifications Material Designation 703-0201 or 703-0202, respectively. Size No. 2 will generally be required and should be considered the standard. Gradations required may vary, as directed by the Engineer, from a small of No. 1A to a large of No. 3 including mixtures of gradations.
- B. Type B - Crushed stone or crushed gravel conforming to all of the requirements of NYSDOT Standard Specifications Material Designation 703-0201 or 703-0202, respectively. A 50-50 mix of size Nos. 3 and 4 will generally be required and should be considered the standard, however, the Engineer may request slight variations.
- C. Type C - Crushed stone, sand, gravel, or screened gravel conforming to all the requirements of NYSDOT Standard Specifications Section 605 - Underdrains, Subsection 605-2.02, Granular Filter Materials, and graded within the following limits:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
1 inch	100
1/2 inch	30 - 100
1/4 inch	0 - 30
No. 10	0 - 10
No. 20	0 - 5

- D. Type D - Sand: Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, and organic matter, and graded in accordance with the

requirements for Concrete Sand in NYSDOT Standard Specification Section 703 - Aggregates, Subsection 703-07, Concrete Sand as follows:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
3/8 inch	100
No. 4	90 -100
No. 8	75 -100
No. 16	50 - 85
No. 30	25 - 60
No. 50	10 - 30
No. 100	1 - 10
No. 200 (wet)	0 - 3

- E. Type E - Crushed Limestone, free from organic or other deleterious materials, conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing By Weight</u>
2 inch	100
1/4 inch	30 - 65
No. 40	5 - 40
No. 200	0 - 8

- F. Type F - Bank Run Sand-Gravel: Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, and organic matter, and graded within the following limits:

<u>Screen/Sieve Size</u>	<u>Percent Passing By Weight</u>
4 inch	100
1/4 inch	30 - 100
No. 200	0 - 15

- G. Type G - Gravel-Cement: Intimate mixture of Type E Fill, as described above, and Portland Cement. Materials shall be batched in a 12:1 (Gravel:Cement) proportion by weight and intimately mixed in an acceptable concrete mixer. The product shall be mixed, delivered, and used on the same day. Stockpiled, lumpy materials will not be acceptable.

- H. Type H – 40 to 150 psi Controlled Backfill Material:

- Controlled Backfill Material shall meet the requirements of NYSDOT Item 17203.80 M Controlled Low Strength Material. Provide Controlled Backfill containing cement and water. At Contractor's option, Controlled Backfill may also contain fly ash, aggregate, or chemical admixtures in any proportions such that the final product meets the strength and flow consistency requirements of the this specification.
- Do not place Controlled Backfill in contact with aluminum pipe, including

connections, fixtures, etc., unless the aluminum has been coated with an approved primer. Do not place Controlled Backfill containing fly ash in contact with cast iron pipe.

3. Provide materials meeting the following requirements:

<u>Material</u>	<u>Specification</u>
Cement (lbs.)	Type 1 or Type 2
Aggregate	100% passing $\frac{3}{4}$ in sieve and min. 20 % passing 200 sieve
Fly Ash	Conforming to Class F Admixture Listed in ASTM C618, Table 2 (except for Footnote A)
Chemical Admixtures	Provide admixtures that comply with NYSDOT Specifications Subsection 711-08

4. Material shall be accepted based on the flow consistency test as described in the NYSDOT specifications. The basis of acceptance shall be as follows:
- The Controlled Backfill has a minimum diameter of 8 in. as determined from the flow consistency test.
 - The Controlled Backfill is certified by an independent testing laboratory to have a 28-day compressive strength between 40 psi and 150 psi.
5. Equipment used to mix materials shall be capable of maintaining a continuous supply of mixed material and shall have suitable means of providing proper batch proportions.

- I. Type J – Structural Fill Backfill: Special Backfill shall consist of screened or crushed gravel or crushed rock, free from organic or other deleterious material conforming to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3 inch	100
2 inch	90-100
$\frac{1}{4}$ inch	30-65
No. 4	5-40
No. 200	0-8

2.02. COMMON FILL MATERIALS

- A. Subsoil: Reused (native excavated material) or imported subsoil free of shale, organic materials, debris, and frozen material, and free of stone greater than 4" size. The CONTRACTOR shall remove (manually or mechanically, as necessary) and dispose of all stone greater than 4" size at no cost to the OWNER. Type F fill is the preferred type of imported subsoil.

PART 3. EXECUTION

3.01. INSPECTION

- A. Verify that stockpiled fill to be reused is approved by Engineer.
- B. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.
- C. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- D. Verify underground tanks are anchored to their own foundation to avoid floatation after backfilling.
- E. Verify work layout, horizontal and vertical, and conformance of layout with Contract Drawings.
- F. If an unsatisfactory condition exists, notify the Engineer.

3.02. PREPARATION

- A. The entire surface to be covered with backfill shall be stripped of all grass, vegetation, topsoil, rubbish, or other unsuitable materials before any backfill material is placed.
- B. When necessary, compact subgrade surfaces to density requirements for backfill material.
- C. Cut out soft areas of subgrade not readily capable of insitu compaction. Backfill with Type A or Type E material and compact to density equal to requirements for subsequent backfill material.

3.03. BACKFILLING

- A. Backfill areas to contours and elevations. The maximum allowable embankment slope shall be 1V:2H.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- C. Place and compact Select Fill materials in continuous, horizontal layers not exceeding 12 inches loose depth, 6" compacted depth.
- D. Place and compact Common Fill material in continuous, horizontal layers not exceeding 6 inches loose depth.
- E. Employ Benching Techniques in sloped areas to ensure that all fill is placed in horizontal layers of uniform depth.
- F. Each layer of backfill material shall be thoroughly tamped or rolled in its entirety to the required degree of compaction before successive layers are placed.

- G. Employ a placement method so as not to disturb or damage foundation perimeter drainage, foundation waterproofing and damp-proofing, and utilities in trenches.
- H. Maintain optimum moisture content of backfill materials to attain required compaction density.
- I. Backfill against supported foundation walls. Backfill simultaneously on each side of unsupported foundation walls.
- J. Slope grade away from structures minimum of 3 inches in 10 feet unless noted otherwise.
- K. Make changes in grade gradual. Blend slopes into level areas.
- L. Leave stockpile areas completely free of excess fill materials.

3.04. COMPACTION REQUIREMENTS

- A. Fill material shall be compacted as indicated on contract drawing. If no compaction requirements are shown on contract drawings, fill material shall be compacted to the following minimum compaction requirements.
 - 1. Structural Fill – below foundations, roadways, driveways, parking areas, and sidewalks: 98% Standard Proctor
 - 2. Structural Backfill – around building foundation, retaining walls, culverts, tanks, vaults, etc.: 98% Standard Proctor
 - 3. General Site Work Fill and Trenches – below vegetated areas: 90% Standard Proctor

3.05. TOLERANCES

- A. Top Surface of Backfilling: Plus or minus one (1) inch.

3.06. FIELD QUALITY CONTROL

- A. Compaction testing shall be performed in accordance with ANSI/ASTM D1556 or ANSI/ASTM D2922 and under provisions of Section 01400.
- B. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

END OF SECTION

SECTION 02225

TRENCHING, BACKFILLING, AND COMPACTING

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Earth excavation for construction of utility piping and appurtenances.
- B. Salvage of excavated material for backfill.
- C. Disposal of excess material or unsuitable material.
- D. Maintenance of excavations including sheeting, dewatering, bridging, and fencing.
- E. Construction of bedding and pipe zone backfill.
- F. Construction of trench backfill.
- G. Trench compaction requirements.
- H. Excavation and backfill of test pits.
- I. Protection of utilities.
- J. Protection of trenches and open excavations.

1.02. RELATED SECTIONS

- A. Section 01400 - Quality Control.
- B. Section 02223 - Backfilling.

1.03. DEFINITIONS

- A. Earth Excavation: The removal of all material not classified as rock.
- B. Hand Trench Excavation: Excavations performed manually exceeding one cubic yard in any one operation. Hand trench excavation may be required to protect trees, utilities, etc. or as specified, shown on the Contract Drawings or as directed by the Engineer.
- C. Backfilling: the placement or replacement of all soil material as specified, shown on the Contract Drawings or as directed by the Engineer.

1.04. QUALITY ASSURANCE

- A. Allowable Tolerances:
 - 1. Alignment of Excavation: To permit construction of pipe, structures, and

appurtenances to the tolerances specified under pertinent drawings and specifications.

- a. Trench bottom vertical alignment: Do not excavate less, or 2 inches more at any point below proposed pipes and other structures than dimension shown on Contract Drawings.
 - b. Trench sides horizontal alignment: Do not excavate less than dimension shown on Contract Drawings.
2. Bedding: Construct bedding with specified material as indicated to produce the minimum levels relative to the pipe as shown on the Contract Drawings.

B. Requirements of Regulatory Agencies:

1. Comply with NY State Department of Labor Board of Standards and Appeals Part 23 of Title 12.
2. Comply with Subpart P, "Excavations, Trenching, and Shoring" of U.S. Department of Labor OSHA Regulations for Construction.
3. Comply with rules, regulations, laws concerning construction activity in roads of the applicable jurisdiction:
 - a. NY State Department of Transportation.
 - b. Town of Manheim.
4. Comply with all other applicable regulations.

C. Compaction and Materials Testing:

See Section 02223.

1.05. SUBMITTALS

A. Samples:

Before using material for bedding, pipe zone backfill and special trench backfill, submit samples in accordance with Section 02223.

B. Shop Drawings:

Prior to start of work submit drawings, details and design analysis prepared by a Professional Engineer licensed to practice in the State of which the work is constructed for the following:

1. Sheeting and shoring for excavations 20 feet deep and deeper.
2. Excavations requiring specially designed sheeting in accordance with safety codes and regulations.

1.06. STOCKPILING REUSABLE MATERIALS

- A. Store and stockpile material suitable for backfilling within rights-of-way and easements, away from interference with traffic, and nearby residents. Use all stockpiled material as soon as practical. Do not allow material to erode or wash into trench, onto road or adjacent property. Maintain stockpiles of suitable backfill material until all trenching is complete.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Pipe Zone Bedding and Extra Bedding (as required):
 - 1. Type A Select Fill (Crushed Stone) as specified in Section 02223 - Backfilling.
- B. Pipe Zone Backfill:
 - 1. Type A Select Fill (Crushed Stone) as specified in Section 02223 - Backfilling.
- C. Trench Backfill (as required):
 - 1. Standard:
 - a. Common Fill Materials as specified in Section 02223 - Backfilling.
 - 2. Special Trench Backfill:
 - a. Type E Select Fill as specified in Section 02223 – Backfilling.
 - b. Type F Select Fill as specified in Section 02223 - Backfilling.
 - c. Type H Select Fill (40 to 150 psi Controlled Backfill Material) as specified in Section 02223 - Backfilling, or as directed by the Engineer.

PART 3. EXECUTION

3.01. INSPECTION

- A. Prior to all work, carefully inspect the site and verify that construction may properly commence.
 - 1. Before excavation verify:
 - a. Work layout, horizontal and vertical, and conformance of layout with Contract Drawings.
 - b. Limits of construction
 - c. Surface drainage ditch and driveway culvert alignments, both vertical and horizontal. Also inspect culvert pipes and immediately report to the

Engineer any condition which would prevent removal and reinstallation of culvert pipes to condition when found.

- d. Utility locations, including, but not limited to: aerial, pole-lines, buried, underground transmission, local service, and individual connections.
 - e. Location, size and description of property to be replaced including, but not limited to: curbs, driveways, pavements, plantings, and lawn furnishings.
 - f. Location of property markers, bench marks, USGS Monuments, and ROW markers, within the Limits of Construction which may be moved by the Contractor's operations.
- 2. After excavation, verify that pipe, structures, and appurtenances to be placed in trenches may be installed in accordance with pertinent drawings and specifications.
 - 3. Before backfilling verify:
 - a. Pipe, structures, and appurtenances have been installed in accordance with pertinent drawings and specifications.
 - b. Utilities are adequately continued, supported and maintained without damage.
- B. In the event of discrepancy or unsatisfactory condition, immediately notify the Engineer.

3.02. PREPARATION

- A. Notification: Before commencing excavation in any part of the job, notify the following:
 - 1. The Engineer
 - 2. Adjacent and affected property occupants.
 - 3. The Fire Department.
 - 4. The Police Department.
 - 5. 911 Emergency Services
 - 6. All public and private utilities whose facilities are in the vicinity of the excavation. For gas, telephone, or electric lines, notify Dig Safely New York at 1-800-962-7962 at least 2 days (not including the day you call) but no more than 10 days before you plan to start work.

B. Utility Protection and Changes: Where public and/or private utilities are encountered:

1. Maintain, support, and save from damage all public utilities.
2. Allow reasonable time and space for owner of private utilities to cooperate in maintaining their facilities.
3. Excavate test pits.
 - a. As required by the Contract Drawings or as directed by Engineer.
 - b. In advance of construction to determine precise location of obstructions, utilities.

C. Work Layout:

Perform necessary field engineering and survey to layout the work in accordance with the Contract Drawings.

D. Site Clearing and Surface Removal: Prior to excavation of trench:

1. Clear the work area as required in Section 02100.

3.03. PERFORMANCE

A. Excavation: Perform all earth excavation for construction of pipe, appurtenances, structures, bedding, and backfill. Remove surface materials and drainage facilities:

1. Disposal of excavated material:
 - a. Store material suitable for re-use as backfill. Protect from contamination.
 - b. All surplus earth, rock and other unsuitable or unsatisfactory material shall be disposed of at an off-site location at no additional cost to the Owner.
 - c. Owner will allow disposal of unsuitable or unsatisfactory material on site to the extent it can be stockpiled and stored without impacting DPW activities. Contractor shall coordinate with Owner as necessary, and Contractor shall be responsible for all County requirements for disposal at the site.
2. Perform excavation in such manner and to such widths as will give ample room for installing the pipe, appurtenances and structures, and for sheeting, bracing, pumping, and draining.
3. Do not disturb bottom of excavation at structures requiring a cast-in-place concrete base. In case material is disturbed, carefully excavate to undisturbed level and fill with concrete at no additional cost to Owner.
4. Unauthorized Excavation: Unauthorized excavations carried outside lines and grades shown on Contract Drawings shall be filled by Contractor at no

additional cost to Owner as follows:

- a. Below concrete cradle, concrete encasement or concrete foundation, fill unauthorized excavations with 3,000 psi concrete.
- b. Below specified bedding, fill unauthorized excavations with compacted bedding material.

5. Maintenance of Trench:

- a. Keep sides of excavation from slides, cave-ins. Use any method including, but not limited to: temporary sheeting, shoring, bracing, cribbing.
- b. Furnish and install sheeting and shoring to support the sides of all trenches and other excavations. Remove sheeting and shoring as excavation is filled up, except where the Engineer orders the sheeting left in place.
- c. Keep excavations free from water. Use any method including but not limited to gravity flow, pumping, sumps. Maintain excavation in a dry condition until backfill has been placed and compacted a minimum of 18 inches above top of pipe. In all cases, maintain dry trench at backfill level. Dewatering effluent shall be disposed of as outlined in the approved SWPPP or A.O.B.E.

6. Schedule:

- a. Advance excavation operations ahead of pipe-laying to allow for circumstances such as a rock, other utilities.
- b. Limit excavations ahead of pipe-laying a maximum of 200 feet, unless more is approved by Engineer in writing.
- c. Confine excavation operations to reasonable limits to facilitate traffic movement and reduce inconvenience to property owner.

B. Bedding and Pipe Zone Backfill:

The trenches for pipelines shall have bottoms as shown on the Contract Drawings conforming to the required grades. As, required, excavations for pipelines shall be made to the depths shown for pipe bedding.

1. If the bottom of trench becomes unsuitable for pipe laying, due to Contractor's operations, he shall provide extra excavation and backfill suitable to the conditions at the area and bedding specified, at no additional cost to the Owner.
2. If the bottom of the trench is soft and, in the opinion of the Engineer, cannot support the pipe or structure, additional trench depth shall be excavated as ordered by the Engineer, and refilled with specified crushed stone.
3. Class A Concrete Encasement:

- a. Construct cofferdam(s) as required by stream disturbance permit.
- b. Install pipe in conformance with lines and grades indicated on the construction drawings. Use 3000 psi concrete brick as required to shim pipe to final grade.
- c. Place 3000 psi concrete encasement to the lines indicated on the construction drawings utilizing either of the following methods:
 - i. Conventional placement in dewatered trench.
 - a. Completely dewater trench using any method including but not limited to gravity flow, pumping, and sumps.
 - b. Maintain completely dewatered trench during concrete placement and until concrete has achieved its initial set.
 - ii. Tremie placement in submerged trench.
 - a. Construct removable formwork so as to limit the length of individually tremied sections to 10 ft.
 - b. Remove formwork immediately after adjacent sections of encasement have been tremied into place.
 - c. Place a layer of 15 lb. asphalt-impregnated felt on the concrete immediately after placement.
 - d. Regardless of placement method and unless otherwise directed by the Engineer, allow concrete to achieve initial set prior to backfilling or removing cofferdam(s).

4. Bedding Compaction:

- a. Material shall be deposited evenly on both sides of the pipe in tamped layers not exceeding 6 inches in depth until at least three-fourths the depth of the pipe has been reached. For wide trenches tamping shall be done for a distance on each side of the pipe equal to at least the diameter of pipe. Any pipe that is damaged or moved out of alignment, regardless of cause, shall be replaced or realigned at the Contractor's expense.

C. Backfill - General:

- 1. Backfill excavations with Common Fill (native excavated material) or Special Trench Backfill as specified, shown on the Contract Drawings, or as directed by the Engineer. Backfilling with Common Fill shall be considered standard. Backfilling with Special Trench Backfill shall be authorized by the Engineer. Material shall be placed and compacted to the required Standard Proctor density from the top of the Pipe Zone Backfill to the surface of the ground or the bottom of any special surface treatment, such as pavement subbase or topsoil.

- a. Backfill around structures in accordance with the provisions of Section 02223.
 - b. Do not backfill against masonry walls or other structures until they have attained sufficient strength to safely resist the thrust of fill materials.
 - c. Do not backfill with frozen materials.
 - d. If settlement or washout occurs before Final Inspection, furnish, place, and compact additional material to resurface the low places as directed by the Engineer.
 - e. Maintain dust control at all times.
2. Heavy equipment shall not be allowed to pass over the pipe until a fill of at least 2 foot depth has been placed over the pipe. In any case, movement of construction equipment and all other vehicles and loads over and adjacent of any pipe shall be done at the Contractor's risk. When determined by the Engineer, any pipe that is damaged or disturbed through any cause, shall be replaced as directed by the Engineer, at the expense of the Contractor and at no cost to the Owner.
3. Methods of Compaction:
 - a. Hand Compaction:

Tamping by hand with flat hand tampers.
 - b. Mechanical Compaction:

Compaction by means of vibratory or other mechanical tampers.
- D. Special Trench Backfill:
1. Crushed Stone: Shall generally be required in extremely wet trench conditions primarily for Pipe Zone Backfill.
 2. Run-of-Bank Gravel or Sand: Shall be required under highways and other paved areas as Pipe Zone Backfill and/or Special Trench Backfill when excavated material is unsatisfactory as directed by the Engineer.
 3. 40 to 150 psi Controlled Backfill Material: Shall generally be required in County and State highway rights-of-way whenever paved areas are excavated by the open cut method. Controlled Backfill Material shall be used in areas only as directed by the Engineer.
- 3.04. TRENCH COMPACTION REQUIREMENTS
- A. "Trench Backfill" material above the "Pipe Zone Backfill" shall be placed in twelve (12) inch lifts with a minimum of two (2) feet cover over the pipe and shall be compacted with a Model 9700C Allied Ho-Pac hydraulic, vibratory plate compactor

mounted on a track type backhoe with a minimum size equivalent to a Caterpillar Model 215 or approved equivalent.

- B. Backfill shall be compacted to Standard Proctor maximum density as determined by ASTM D-698-78 procedures. See Section 02223 for compaction and testing requirements.
- C. Density tests for the OWNER shall be scheduled by the ENGINEER at the locations and depths indicated during construction. The Contractor shall excavate up to five (5) feet deep for the securing of the density test. Upon completion of testing, the Contractor shall backfill and compact the test holes. The Contractor's cost of excavating, backfilling, and compacting the test holes shall be included in the unit price cost for that pipe item.
- D. Testing by the OWNER shall not be used for the Contractors' quality control. The CONTRACTOR shall perform his own density testing for quality control in accordance with Section 01400, paragraph 1.05.G.
- E. If the density tests fail, the cost for the respective pipe installed will be paid at 75% of its contract value until the under-compacted backfill is brought up to the specified density.
- F. The final determination of whether or not trench backfill has been adequately compacted by the Contractor shall be whether or not the trench backfill settles after completion and/or causes the work placed above to settle beyond its allowable tolerance. If any settlement occurs prior to or within one (1) year after the date of Final Completion, the Contractor shall, at his own sole cost and at no cost to the Owner, place additional compacted backfill sufficient to bring the top of the trench area to the proper elevation to meet the tolerance of the work placed above. The Contractor shall, at his own sole cost and at no cost to the Owner, remove, repair and/or replace any work undermined or damaged as a result of any settlement or rehabilitation work.

3.05. TOLERANCES

- A. The top surface of the Trench Backfill shall be to the tolerance of the surface being placed above it.

3.06. TEST PITS

- A. Excavate test pits for location of utilities which may affect the location of proposed work, at times and locations as shown on the Contract Drawings, or as directed by the Engineer.
- B. Prior to excavation, notify the Engineer, affected utility owners and/or Dig Safely New York.
- C. Test pits shall include excavation, temporary sheeting, dewatering, backfill and temporary pavement.

3.07. UTILITY PROTECTION

- A. Support and protect from injury all existing utility lines and structures which are encountered, uncovered or hazarded by excavation operations, which do not, in the opinion of the Engineer, require to be changed in locations. If damaged or removed, restore to as good condition as when found at Contractor's expense.
- B. Provide temporary channels of flow for all water courses, and restore to original condition at completion of backfilling.
- C. Give written notice to owners of existing utilities or structures in time for them to cooperate in protecting their property.
- D. Contractor shall hold the Owner harmless against:
 - 1. Obstructions to flow of drains, ditches, or streams.
 - 2. Injury to electric, telephone lines, gas, and water lines.

3.08. MAINTENANCE OF ROADWAYS AND SIDEWALKS

- A. Conduct construction operations so as to leave open and free passage at sidewalks, cross walks, and carriageways.
- B. Maintain hydrants, fire/police alarm boxes, mail boxes, accessible for use.
- C. Provide temporary bridge(s) of adequate design and construction where open trench crosses walkways, roadways or driveways.
 - 1. Provide hand railing for bridges used for walks.
 - 2. Maintain temporary bridges in a safe, neat condition, suitably lighted at night.

3.09. TEMPORARY WIRE FENCE:

- A. Where trenches and open excavations are left unattended during non-working hours or days, furnish and maintain temporary fences for:
 - 1. Excavations having sides steeper than one vertical to one horizontal.
 - 2. Excavations deeper than 5 feet.
- B. A temporary wire fence shall not be required where temporary sheeting is extended a minimum of 3 feet above ground surface, and no void exists between sheeting and side of excavation. Provide signs in accordance with D.1 and D.2 below.
- C. Provisions for this fencing are in addition to provisions the Contractor would normally make to safeguard his work operations and in no way diminish his obligations in this respect.

D. Materials:

1. Signs: "**DANGER - KEEP OUT**" message. Size: 16" x 24". 5" black letters on orange background.
2. Posts: Steel angle, wood or barricades, suitable to provide adequate support.

E. Construction Details:

1. Construct temporary fence to completely surround all excavations as required.
2. Mount "**DANGER - KEEP OUT**" signs at intervals not exceeding 50 feet along fence lines.
3. Provide posts or adequate supports for fencing at intervals not in excess of 10 feet. Stretch and fasten wire fabric at top, middle, and bottom of each support.

END OF SECTION

SECTION 02229

ROCK REMOVAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal of identified rock during excavation.
- B. Use of explosives to assist rock removal.
- C. Instructions for Bid Item CW-1.

1.02 RELATED SECTIONS

- A. Section 01400 - Quality Control: Inspection of bearing surfaces.
- B. Section 02211 - Rough Grading: General Excavation of Site.
- C. Section 02225 - Trenching, Backfilling, and Compacting: Excavation for Utilities.

1.03 REFERENCES

- A. NFPA 495 - Code for the Manufacture, Transportation, Storage, and Use of Explosive Materials.

1.04 QUALITY ASSURANCE

- A. Seismic Survey Firm: Company specializing in seismic surveys with five years documented experience.
- B. Explosives Firm or Blaster: Company or person specializing in explosives for disintegration of subsurface rock with five years documented experience and licensed in the State in which the work is located.
- C. Perform blasting with extreme care so as not to endanger life and property. When directed by the Engineer or whenever necessary, cover the blast with mats or otherwise satisfactorily confine it.

1.05 REGULATORY REQUIREMENTS

- A. Store, handle and use explosives in accordance with NFPA 495 and all applicable governmental laws.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.

1.06 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01300.
 - 1. Indicate proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock recovery method.
- B. If requested, submit to Engineer the daily records of explosive receipt, use, and disposal required by NFPA 495.

1.07 BID ITEM CW-1 – CHANGES IN WORK

- A. The Base Bid shall be figured on the following estimated quantities:

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>
Rock Removal	160 CY

- B. For actual quantities greater or less than those listed above, the Contract Price shall be adjusted per the Unit Prices stipulated on the Contract No. 1 bid form per bid item CW-1. Unit prices shall include all of the costs of all miscellaneous related work and also appropriated allowances for overhead and profit.
- C. Payment Limits:
 - 1. For footings and concrete structures, the payment limit shall be one foot (1') outside the limits of the structure (measured from wall) and one-half foot (0.5') beneath the base or footing.
 - 2. For pipe trenches, the payment limit width shall be the outside diameter of the pipe plus two feet (2') and the payment limit depth shall be the depth of the pipe invert plus one-half foot (0.5').

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock:
 - 1. Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. Yd (0.76 cu.m) for bulk excavation or $\frac{3}{4}$ cu. Yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted.
 - a. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch – (1065-mm)- wide, maximum, short-tip radius rock bucket; rated at not less that 138-hp (103-kW) flywheel power with bucket-curling force of not less that 28,090 lbf (125kN) and stick-

- crowd force of not less than 18,650 lbf (83kN); measured according to SAE J-1179.
- b. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 48,510-lbf (216-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.
2. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material $\frac{3}{4}$ cu. Yd. (0.57 cu. M) or more in volume that exceed a standard penetration resistance of 100 blows/2 inches (97 blows/50mm) when tested by an independent geotechnical testing agency, according to ASTM D 1586.
- B. Earth and/or Soil (Definition): All mineral material not classified as rock.
- C. Explosives: Type recommended by explosives firm following seismic survey and required by authorities having jurisdiction.
- D. Delay Devices: Type recommended by explosives firm.
- E. Blasting Mat Materials: Type recommended by explosives firm.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing condition.
- C. Immediately notify Engineer when rock is encountered.
- D. Strip rock of all overburden and other items not classified as rock to permit measurement of rock line.
1. Any material removed prior to measurement will not be considered rock.
 2. If stripping of overburden is not practical, Engineer may approve determination of rock line by a review of drilling logs or by field inspection of exposed rock.
 3. Engineer will have final opinion on determination of rock line and what constitutes rock as defined in this Section.

3.02 ROCK REMOVAL - MECHANICAL METHOD

- A. Excavate for and remove rock by the mechanical method, including drilling, wedging, and hammering.
- B. Cut away rock at excavation bottom to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings or

foundations.

- D. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter, unless otherwise shown on the Drawings.
- E. Remove excavated material from site. Dispose in accordance with 02211, para. 3.05.
- F. Unauthorized Excavation: Unauthorized excavations carried outside lines and grades shown on Contract Drawings shall be filled by Contractor at no additional cost to Owner as follows:
 - 1. Below concrete cradle, concrete encasement or concrete foundation, fill unauthorized excavations with concrete of same quality or as ordered by Engineer.
 - 2. Below areas to be backfilled, fill unauthorized excavations with same material, including compaction requirements, as is to be placed immediately above unauthorized excavation.
 - 3. Below landscaped areas to be topsoiled and seeded, fill unauthorized excavations with compacted Common Fill material or, if approved by Engineer, with Topsoil.

3.03 ROCK REMOVAL - EXPLOSIVES METHODS (See Document 00820, para. 22.)

- A. If rock is uncovered requiring the explosives method for rock disintegration, notify the Engineer and execute as follows.
- B. Blasting shall only be permitted:
 - 1. Where excavation sides are at least 20 feet away from underground structures or utilities.
 - 2. In areas approved in writing by Engineer.
 - 3. After review and approved by State and local regulatory agencies.
- C. Advise owners of adjacent buildings or structures in writing prior to setting up blasting operations.
- D. Disintegrate rock and remove from excavation.
- E. Cut away rock at excavation bottom to form level bearing.
- F. Remove shaled layers to provide sound and unshattered base for footings or foundations.
- G. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter unless otherwise shown on the Drawings.
- H. Remove excavated material from site. Dispose in accordance with 02211, para. 3.04.
- I. Unauthorized Excavation: Unauthorized excavations carried outside lines and grades shown on Contract Drawings shall be filled by Contractor at no additional cost to Owner

as follows:

1. Below concrete cradle, concrete encasement or concrete foundation, fill unauthorized excavations with concrete of same quality or as ordered by Engineer.
 2. Below areas to be backfilled, fill unauthorized excavations with same material, including compaction requirements, as is to be placed immediately above unauthorized excavation.
 3. Below landscaped areas to be topsoiled and seeded, fill unauthorized excavations with compacted Common Fill material or, if approved by Engineer, with Topsoil.
- J. Repair or rebuild any damage to the work or to existing structures or utilities to the Engineer's satisfaction at no additional cost to the Owner.

3.04 FIELD QUALITY CONTROL

- A. Provide for visual inspection of bearing surfaces and cavities formed by removed rock under provisions of Section 01400.

END OF SECTION

SECTION 02513

ASPHALT CONCRETE PAVING AND SURFACING

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Preparation of Areas to be paved.
- B. Asphaltic Concrete Paving.

1.02. RELATED SECTIONS

- A. Section 01400 - Quality Control
- B. Section 01500 - Construction Facilities and Temporary Controls
- C. Section 02223 - Backfilling
- D. Section 02232 - Highway and Miscellaneous Surface Subbase

1.03. DEFINITIONS

- A. SUBBASE: Gravel materials placed and compacted on prepared subgrade.
- B. COURSE AGGREGATE: Limestone, gravel, slag, or other suitable material, predominately retained on No. 8 sieve.
- C. FINE AGGREGATE: Mineral aggregate passing a No. 8 sieve.
- D. HOT-MIX ASPHALT BASE COURSE: Foundation course of mineral aggregate bound with asphaltic cement, placed on subbase.
- E. HOT-MIX ASPHALT INTERMEDIATE COURSE: A leveling course (binder course) of mineral aggregate bound together with asphaltic cement between a base and surface course.
- F. HOT-MIX ASPHALT SURFACE COURSE: The top (wearing) course of an asphalt pavement.
- G. JOB-MIX FORMULA: Formulation of aggregates and asphalt to comply with the specifications.
- H. MINERAL FILLER: Mineral aggregate, 70% passing No. 200 sieve.
- I. PLASTICITY INDEX (PI): A measure of cohesion and swell characteristics of soil.
- J. PRIME COAT: A low viscosity liquid asphalt applied to an absorbent surface to prepare an untreated base for asphalt paving.

- K. SULPHATE SOUNDNESS TEST: Test to determine resistance of aggregates to deterioration by freezing and thawing.
- L. TACK COAT: A light coat of liquid asphalt to existing asphalt or portland cement concrete surface.
- M. CRUSHED STONE OR CRUSHED GRAVEL: A graded mixture of stone or gravel conforming to New York State Department of Transportation Material Specification 703-0201 or 703-0202.

1.04. QUALITY ASSURANCE

- A. Qualifications of Asphalt Concrete Producer: Use only materials furnished by a bulk asphalt concrete producer.
- B. Regulatory Requirements: Comply with applicable requirements of New York State Department of Transportation.
- C. Qualifications of Testing Agency: See Section 01400.

1.05. PAVING QUALITY REQUIREMENTS

- A. Density:
 - 1. In-place density may be compared against specimen of same asphalt mixture, when subjected to 50 blows of standard Marshall hammer on each side of specimen.
 - 2. Minimum acceptable density, 97% of lab specimen.
- B. Thickness: Compacted thickness not acceptable if it exceeds allowable variation.
 - 1. Base Course: 1/2 in., plus or minus.
 - 2. Surface Course: 1/4 in., plus or minus.
- C. Surface Smoothness:
 - 1. Test surface of each course using a 10 ft. straight-edge applied parallel to and at right angles to centerline of paved areas.
 - 2. Check surfaced areas at intervals directed by the Engineer.
 - 3. Surface will not be acceptable if it varies more than the following:
 - a. Base Course: 3/8 in. in 10 ft.
 - b. Surface Course: 1/4 in. in 10 ft.

4. Crowned Surfaces:
 - a. Test with crown template, centered and at right angles to the crown.
 - b. Surface will not be acceptable if it varies more than 1/4 in. from the template.
- 1.06. SUBMITTALS
- A. Samples: Provide samples for laboratory testing and job-mix design.
 - B. Certificates:
 1. Provide certificate, in lieu of lab test report.
 2. Certify that materials comply with specification.
 3. Certificates must be signed by asphalt concrete producer and Contractor.
- 1.07. JOB CONDITIONS
- A. Weather Limitations:
 1. Apply prime and tack coats when the ambient temperature is above 50° F and has not been below 35° F for 12 hours prior to application. Do not apply when the base surface is wet.
 2. Place base course only when temperature is above 35° F and when the base surface is free from standing water.
 3. Construct surface course only when temperature is above 40° F, when the base course is dry, and when weather is not rainy.
 - B. Grade Control: Maintain the required lines, grades, and widths, including crown and cross-slope, for each course.
 - C. Traffic Control:
 1. Maintain vehicular and pedestrian traffic during paving operations.
 2. Provide flagmen, barricades, warning signs, and warning lights for movement of traffic and safety.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Aggregate for Asphalt Concrete, General:
 1. Sound, angular crushed stone, crushed gravel, or crushed slag: ASTM D692.

2. Sand, stone, or slag screening: ASTM D1073.
 3. Provide aggregate in gradations for various courses to comply with current NYSDOT standards.
- B. Mineral Filler: Limestone dust, portland cement, or other inert material: ASTM D242.
- C. Asphalt Cement: Comply with ASTM D946 for 85-100 penetration grade.
- D. Tack Coat: Emulsified asphalt, Grade MS-2.
- E. Tire Rubber: Powdered, devulcanized tire rubber which is moisture free, black, free flowing and containing no fabric or cord material, graded as follows:

<u>Sieve Size</u>	<u>% Passing. Range</u>
No. 4	100
No. 8	85 - 100
No. 12	65 - 100
No. 20	35 - 80
No. 30	15 - 40

2.02. ASPHALT AGGREGATE MIXTURES

- A. Job Mix Criteria:
1. Provide job-mix formulas for each required asphalt aggregate mixture.
- B. Job Mix Types:
1. Asphalt Concrete, Type 3 – Binder Course.
 - ~~2. Asphalt Concrete, Type 7 – Top Course.~~
 - ~~3. Asphalt Concrete, Type 7 – Asphalt Driveways and Parking Areas.~~

PART 3. EXECUTION

3.01. SURFACE PREPARATION

- A. Loose and Foreign Material:
1. Remove loose and foreign material from subbase surface before paving.
 2. Use power brooms, blowers, or hand brooming.

B. Irregular Edges:

1. Cut pavement edges perpendicular and parallel to direction of traffic with vertical edges, as indicated on the detail of the construction drawings.
2. Cut edges to allow for a minimum of 6" of undisturbed roadway base on each side of excavated areas.
3. If for any reason edges become damaged and irregular, re-cut just prior to paving operations to meet requirements of paragraph B.1 above. Re-cutting shall be done at no additional cost to the Owner.

C. Tack Coat:

1. Dilute with water and apply to contact all surfaces of existing asphalt concrete or portland cement concrete.
2. Apply 0.10 to 0.15 gal. per sq. yd.
3. Brush surfaces of curbs, gutters, manholes, and other structures projecting into or abutting pavement.
4. Dry to a "tacky" consistency before paving.

3.02. PREPARING THE MIXTURE

A. Comply with ASTM D995 for material storage, control, and mixing, and for plant equipment and operation.

B. Stockpiles:

1. Keep each component of the aggregates in separate stockpiles.

C. Heating:

1. Heat the asphalt cement to a viscosity which can uniformly distribute the mixture.
2. Use lowest possible heat to suit viscosity of the asphalt.
3. Do not exceed 350° F (176.6° C).

D. Aggregate:

1. Heat aggregates to reduce moisture content to 1.5%.
2. Deliver dry aggregate to mixer from 250° F to 325° F to suit penetration grade and viscosity of asphalt cement, air temperature, and workability.
3. Accurately measure aggregates and asphalt cement to comply with job-mix formula.

- E. Mix aggregate and asphalt cement to achieve 90 - 95% coating for base and 85 - 90% coating for surface in accordance with ASTM D2489.
- F. Transporting:
 - 1. Transport mixtures from plant in tight, clean trucks.
 - 2. Coat compartments with lime-water mixture to prevent sticking.
 - 3. Drain compartment of excess solution before loading.
 - 4. Provide covers to protect from weather and heat loss.
 - 5. For cold weather or long hauls, provide insulation around entire truck bed.

3.03. PLACING THE MIX

- A. Place asphalt concrete mixture on prepared surface, spread and strike-off using a self-propelled paving machine, with vibrating screed.
- B. Spread between temperature of 225° F (107.2° C), min. and 325° F (162.8° C) max.
- C. Inaccessible and small areas may be placed by hand.
- D. Place so that compacted material will conform to grade, cross section, finish thickness, and density.
- E. Paver Placing:
 - 1. Begin paving along centerline of crowned section, and at high side of sections on one-way slope, both in direction of traffic flow.
 - 2. Place succeeding strips and extend rolling to overlap previous strips.
 - 3. Complete base before placing surface courses.
 - 4. Place mixture in continuous operation as practical.
- F. Hand Placing:
 - 1. Spread, tamp, and finish mixture using hand tools in areas where machine spreading is not possible.
 - 2. Place mixture to insure handling and compaction before mixture cools below working temperature.
- G. Joints:
 - 1. Make sawcut joints between old and new pavements, or between successive days' work.

2. Construct joints to have same texture, density, and smoothness as adjacent sections.
3. Clean contact surfaces to be free of sand, dirt, or other objectionable material and apply tack coat.
4. Offset transverse joints in succeeding courses not less than 24 in.
5. Cut back edge of previously placed course to expose an even, vertical surface for full course thickness.
6. Offset longitudinal joints in succeeding courses not less than 6 in.
7. When longitudinal joint edges are irregular, honeycombed, or inadequately compacted, cut back to expose an even, vertical surface for full course thickness.

3.04. COMPACTING THE MIX

- A. Provide rollers to obtain the required density.
- B. Begin rolling when the mixture will bear roller weight without excessive displacement.
- C. Do not permit heavy equipment, or rollers to stand on finished surface before it has cooled and set.
- D. Compact with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- E. Start rolling longitudinally at extreme lower side of sections and proceed toward center of pavement, roll to slightly different lengths on alternate roller runs.
- F. Never roll centers of sections first.
- G. Breakdown Rolling:
 1. Accomplish breakdown or initial rolling immediately following rolling of transverse and longitudinal joints and outside edge.
 2. Operate rollers as close as possible to paver without causing pavement displacement.
 3. Check crown, grade, and smoothness after breakdown rolling.
 4. Repair displaced areas by loosening at once with lutes or rakes and filling, if required, with hot loose material before continuing rolling.
- H. Second Rolling:
 1. Follow breakdown rolling as soon as possible, while mixture is hot and in condition for compaction.

2. Continue second rolling until mixture has been thoroughly compacted.
- I. Finish rolling:
 1. Roll mixture while warm to remove roller marks and attain final density.
- J. Patching:
 1. Cut out full depth of course and fill defective areas with hot asphalt concrete.
 2. Cut sides perpendicular and parallel to direction of traffic with vertical edges.
 3. Tack coat exposed surfaces before placing new asphalt.
 4. Compact by rolling to specified surface density and smoothness.

3.05. EQUIPMENT

- A. Provide size and quantity of equipment necessary to complete the work specified within project time schedule.
- B. Bituminous Pavers:
 1. A self-propelled unit which spreads hot asphalt concrete mixtures without tearing, shoving, or gouging surfaces and controls pavement edges to true lines and grades without use of stationary forms.
- C. Rolling Equipment:
 1. Self-propelled, steel wheeled and pneumatic-tired rollers that can reverse direction without backlash.
- D. Hand Tools:
 1. Provide rakes, lutes, shovels, tampers, smoothing irons, pavement cutters, portable heaters, and other miscellaneous small tools to complete the work specified.

3.06. CLEANING

- A. After completion of paving and surfacing operations, clean surfaces of excess or spilled asphalt, gravel or stone materials to the satisfaction of the Engineer.

3.07. TRAFFIC PROTECTION

- A. Protection:
 1. Do not permit traffic on pavement until it has set 6 hours minimum.
 2. No traffic shall be allowed on paving until permanent coverings are placed upon openings.

3. Provide barricades and warning devices as required to protect the general public.

3.08. SCHEDULE REQUIREMENTS

- A. Placement of Bottom Pavement Course shall not proceed until a minimum of 60 days has passed and at least one rainstorm of $\frac{3}{4}$ " (or equivalent water application) has occurred since the completion of trenching and backfilling operations.
- B. Placement of Top Pavement Course shall not proceed until a minimum of 120 days has passed since the completion of trenching and backfilling operations.
- C. Pavement work will not be allowed during the winter construction methods and materials season.

3.09. SCHEDULE OF LOCATIONS

- A. Driveway and Parking Lots as indicated on the Contract Drawings.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1. GENERAL

1.01. SECTIONS INCLUDES

- A. Formwork for cast-in-place concrete, with shoring, bracing, and anchorage.
- B. Openings for other affected work.
- C. Form accessories.
- D. Form removal.

1.02. RELATED SECTIONS

- A. Section 03200 - Concrete Reinforcement.
- B. Section 03300 - Cast-In-Place Concrete.

1.03. REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 347 - Recommended Practice for Concrete Formwork.
- C. APA-PS-1 - Structural Plywood.

1.04. SYSTEM DESCRIPTION

- A. Design, engineer, and construct formwork, shoring, and bracing to meet design and code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

1.05. QUALITY ASSURANCE

- A. Construct and erect concrete formwork in accordance with ACI 301 and 347.

PART 2. PRODUCTS

2.01. FORM MATERIALS

- A. Plywood: Douglas Fir species; solid one side grade; sound, undamaged sheets with straight edges.
- B. Lumber: Construction grade.
- C. Tubular Column Type: Round spirally wound laminated fiber material, surface

treated with release agent, non-reusable, of sizes required, as manufactured by Sunoco Products Company or approved equal.

- D. Pan Type: Steel type; removable; of size and profile required.

2.02. FORMWORK ACCESSORIES

- A. Form Ties: Snap-off metal of fixed length; cone type for tankage walls, regular type for grade walls and miscellaneous structures; 3/4 inch break back dimension; free of defects that will leave holes no larger than 3/4 inch diameter in concrete surface.
- B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Wood strip type; 3/4 x 3/4 inch size; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; of strength and character to maintain formwork in place while placing concrete.
- E. Waterstops: Polyvinyl chloride, 6 inch, maximum possible lengths, profiled as required.
- F. Slab Edge Joint Filler: ASTM D1751, Premolded asphaltic board, 1/2 inch thick.

PART 3. EXECUTION

3.01. INSPECTION

- A. Verify lines, levels, and measurements before proceeding with formwork.

3.02. PREPARATION

- A. Earth forms not permitted, except for mud slabs.
- B. Arrange and assemble formwork to permit dismantling and stripping, so that concrete is not damaged during its removal.
- C. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

3.03. ERECTION

- A. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.
- B. Provide temporary ports in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close ports with tight fitting panels, flush with inside face of forms, neatly fitted so that joints will not be

apparent in exposed concrete surfaces.

- C. Provide chamfer strips at all exposed, above-grade edges, as shown on drawings.
- D. Construct formwork to maintain tolerances in accordance with ACI 301.

3.04. APPLICATION OF FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form release agent where concrete surfaces are scheduled to receive special finishes or applied coverings which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

3.05. INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Contractor shall provide list of openings with vertical location and elevations to Engineer prior to placement of concrete.
- B. Provide formed openings where required for work embedded in or passing through concrete work.
- C. Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, wall pipes, and other inserts.
- D. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement.
- E. Install waterstops continuous without displacing reinforcement. Heat seal joints watertight.

3.06. FORM REMOVAL

- A. Notify Engineer prior to removing formwork.
- B. Do not remove forms, shoring, or bracing until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. Remove load supporting forms when concrete has attained 75 percent of required 28 day compressive strength and in compliance with ACI 301. Contractor shall provide cylinder tests as necessary to justify early form removal. Additional test shall be at the sole expense of the contractor.
- C. Form Removal Schedule:

Walls: 2 days if less than 10'. Add 1 day for each additional 5 feet to 5 days, maximum.

Slabs on Grade: 24 hours

- D. Reshore structural members due to design requirements or construction conditions to permit successive construction.
- E. Remove formwork progressively so no unbalanced loads are imposed on structure.
- F. Do not damage concrete surfaces during form removal.
- G. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
- H. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.
- I. For exposed concrete surfaces, do not reuse wood formwork more than two times. Do not patch formwork.

3.07. CLEANING

- A. Clean forms to remove foreign matter as erection proceeds.
- B. Ensure that water and debris drain to exterior through clean-out ports.
- C. During cold weather, remove ice and snow from forms. Do not use de-icing salts. Do not use water to clean out completed forms, unless formwork and construction proceed within heated enclosure. Use compressed air to remove foreign matter.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Reinforcing steel bars, welded steel wire fabric for cast-in-place concrete.
- B. Support chairs, bolsters, bar supports, spacers, and other accessories for supporting reinforcement.

1.02. RELATED SECTIONS

- A. Section 03100 - Concrete Formwork.
- B. Section 03300 - Cast-In-Place Concrete.

1.03. REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 315 - Details and Detailing of Concrete Reinforcement.
- C. ANSI/AWS D1.4 - Structural Welding Code for Reinforcing Steel.
- D. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. CRSI - Concrete Reinforcing Steel Institute Manual of Practice.
- F. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- G. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.
- H. ASTM A185 - Welded steel wire fabric for concrete reinforcement.
- I. AWS D12.1 - Reinforcing steel welding code.
- J. ASTM A775 – Standard specifications for epoxy coated steel reinforcing bars.

1.04. QUALITY ASSURANCE

- A. Perform concrete reinforcement work in accordance with CRSI Manual of Practice, and Documents 63 and 65.
- B. Conform to ACI 301.

1.05. FIELD SAMPLES

- A. Provide reinforcement for field sample specified in Sections 03100 and 03300.

1.06. SHOP DRAWING SUBMITTALS

- A. Submit shop drawings under provisions of Section 01300.
- B. Indicate sizes, spacings, locations and quantities of reinforcing steel, wire fabric, bending and cutting schedules, splicing, stirrup spacing, supporting and spacing devices.
- C. Prepare shop drawings under seal of professional structural engineer registered in the State of New York. **Shop drawings shall indicate all construction joints, horizontal bar lengths and splices should be coordinated with set construction joint locations.**

1.07. CERTIFICATES

- A. Submit mill test certificates of supplied concrete reinforcing, indicating physical and chemical analysis.

PART 2. PRODUCTS

2.01. MATERIALS

A. Reinforcing Steel:

- 1. Reinforcing steel bars shall be free from defects, kinks, rusts, scale, or other coatings.
- 2. Reinforcing bars shall meet the requirements of ASTM A-615 and shall be open hearth billet steel concrete reinforcement bars meeting 60,000 psi yield strength requirements of ASTM A-432.
- 3. Reinforcing mesh shall be of the electrically welded type, with wires arranged in rectangular patterns.
- 4. Welded wire fabric shall meet the requirements of ASTM A-185.
- 5. Cold drawn steel wire shall meet the requirements of ASTM A-82.
- 6. All steel reinforcing shall be epoxy coated in accordance with NYSDOT 709-04.

B. Reinforcement Supports:

- 1. Use wire bar type supports complying with CRSI recommendations, unless otherwise indicated. Wood, clay, brick, or other materials are not acceptable.

2. For slabs on grade, use concrete brick and wire bar supports with sand plates or horizontal runners.
 3. For concrete surfaces exposed-to-view or water and where legs of supports are in contact with forms, provide supports with plastic coated legs.
- C. Bars shall be bent in the shop to the shapes shown or required. Field bending shall be done only with the written authorization of the Engineer.
- D. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI Manual. In case of fabricating errors, rebent or straightened reinforcement shall not be used.
- E. Bends for stirrups and ties shall be made around a pin having a diameter not less than two times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter not less than six times the minimum thickness of the bar, except that bars larger than #8 shall be bent around a pin not less than eight times the thickness of the bar. Hooks shall be complete semicircular turn with a radius of bend on the axis of the bar of not less than three nor more than six bar diameters, plus an extension of at least four bar diameters at the free end of the bar.
- F. All bars shall be bent cold.
- G. Unless specifically permitted by Engineer, reinforcement with any of the following defects will not be permitted in the Work.
1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
 2. Bends or kinks not indicated on Drawing or final Shop Drawings.
 3. Bars with reduced cross-section due to any cause.
- H. Acceptance of any small or minor defects in the work by Engineer shall not set a precedent for acceptance of any future defective work.
- I. Reinforcing steel shall be delivered to the site in strongly tied bundles identified with metal tags corresponding to the bar schedules and diagrams shown on the shop drawings. Tags shall include grade location of manufacture, bar or shop mark and quantity.

2.02. ACCESSORY MATERIALS

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during installation and placement of concrete. Uncoated finish or epoxy coated finish, as noted on drawings.

2.03. FABRICATION

- A. Fabricate Concrete Reinforcement in accordance with ACI 318.

- B. Locate reinforcing splices not indicated on Drawings at points of minimum stress. Indicate location of splices on shop drawings. **See para. 1.06.C of this section.**
- C. Weld reinforcing bars in accordance with ANSI/AWS D1.4.

PART 3. EXECUTION

3.01. INSTALLATION

A. Placement:

1. Metal reinforcing shall be properly fabricated, supported and securely held in place so that it will be in the correct position after the concrete has been placed and compacted.
2. The placing of reinforcement shall be completed before the commencement of concreting. In no case shall any reinforcement be covered with concrete until the amount and position of the reinforcement has been observed by the Engineer, and his acceptance given to proceed with the concreting.
3. Reinforcing steel shall be adequately secured in position by suitable chairs, spacers, tie wires and other related accessories. Bars shall be fastened together with annealed wire of not less than 18 gauge or other approved method. Twisted ends of wire shall face away from exposed concrete surfaces.
4. Wire fabric shall be placed in the positions shown or directed and shall be held in place with suitable chairs or supports. Fabric shall be straightened and elevated as required before placement.
5. Place all required steel dowels and securely anchor them into position before the concrete is placed.
6. In the event conduits, piping, inserts, sleeves, or other items interfere with placing reinforcement, immediately consult the Engineer and obtain acceptance of new location before placing concrete.
7. Do not use reinforcing or their supports as bases for runways for conveying equipment and other similar construction loads.

B. Splices

1. Unless otherwise shown, splices in tension reinforcement shall be lapped not less than 40 diameters, and splices in compression reinforcement shall be lapped 20 diameters. All bar splices shall be staggered.
2. The slides of adjoining sheets of fabric shall lap at least one and one half times the width of the wire spacing and shall be wired on centers not to exceed eighteen (18) inches.

C. Clearances

1. Concrete cover, measured from the surface of the bar to the surface of the concrete, shall be not less than the following:
 - a. For concrete deposited against the ground 3 inches
 - b. For formed concrete in contact with ground (i.e. sides of footings and walls below grade) 2 inches
 - c. For slabs and walls of liquid containers 1-3/4 inches
 - d. For beams, girders, and columns not directly exposed to ground and weather 1-1/2 inches
 - e. For formed concrete exposed to weather 1-1/2 inches
 - f. For slabs and walls, not directly exposed to ground, weather, or liquids 3/4 inches

D. Reinforcement Protection:

1. If concreting is delayed for any time period after the reinforcing is placed in position, it shall be protected by covering with canvas or other satisfactory covering, or if ordered, shall be painted with a coat of neat cement grout. Any bars or fabric having scaly rust shall be cleaned prior to placement in the forms and, if necessary, prior to concrete placement.
2. Exposed reinforcing bars intended for bonding with future extensions shall be protected from corrosion by applying a covering of acceptable material.
3. Reinforcement, at the time concrete is placed around it, shall be free from rust, loose mill scale, oil, paint, and all other coatings which will reduce bond between steel and concrete. All reinforcement not free of such material shall be made so prior to placement.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Cast-in-place concrete footings, walls and slabs on grade.
- B. Accessories described herein.

1.02. RELATED SECTIONS

- A. Section 03100 - Concrete Formwork.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03370 – Curing and Sealing

1.03. REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ASTM C33 - Concrete Aggregates.
- C. ASTM C94 - Ready-Mixed Concrete.
- D. ASTM C150 - Portland Cement.
- E. ASTM C260 - Air-Entraining Admixtures for Concrete.
- F. ASTM C311 - Fly Ash.

1.04. QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout the Work.

1.05. REGULATORY REQUIREMENTS

- A. Conform to NYS Uniform Fire Protection and Building Code and ACI 318 requirements.

1.06. FIELD SAMPLES

- A. Cast field sample in formwork specified in Section 03100 under provisions of Section 01300 if directed by Engineer.
- B. Use specified concrete.

- C. Obtain acceptance of surface finish.
- D. Maintain sample panel exposed to view for duration of concrete work. Remove when directed.

1.07. TESTS

- A. Testing and analysis of concrete shall be performed under provisions of Section 01400.
- B. Contractor shall submit proposed mix design as required per Section 2.04 to engineer for review prior to commencement of work.
- C. The Contractor's testing firm shall take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- D. Tests of cement and aggregates shall be performed by an independent testing firm hired by the contractor to ensure conformance with the requirements stated herein.
- E. Four concrete test cylinders shall be taken by the Contractor's testing firm for every 30 cu yds or less of concrete cast each day. Concrete test cylinders shall be tested for 7 day break, 14 day break, and 28 day break. Fourth cylinder to be used for 21 day break or spare if breaks do not come up to design strength.
- F. One additional test cylinder shall be taken by the Contractor's testing firm during cold weather and cured on site under same conditions as concrete it represents.
- G. One slump test shall be taken by the Contractor's testing firm from every truck on site and for each set of test cylinders taken. Tolerance from the maximum design slump of 4 inch shall be as follows:
 - 1. A tolerance of up to one (1) inch above the maximum four (4) inch slump will be allowed for one batch in any three consecutive batches for castings under 30 cubic yards.
 - 2. A tolerance of up to one (1) inch above the maximum four (4) inch slump will be allowed for two batches in any five consecutive batches for castings over 30 cubic yards.

1.08. PRODUCT DATA

- A. Submit product data under provisions of Section 01300.
- B. Provide product data for specified products.
- C. Submit manufacturers' instructions under provisions of Section 01300.

PART 2. PRODUCTS

2.01. CONCRETE MATERIALS

- A. Cement: ASTM C150, air entraining - Type IIA Portland type; grey color.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Fly Ash: ASTM C618, including Table 1 (except for footnote A), Class F except for that loss on ignition shall not exceed 4.0 percent.
- D. Water: Clean and not detrimental to concrete.

2.02. ADMIXTURES

- A. Air Entrainment: ASTM C260.
- B. All Admixtures shall be as approved by the NYSDOT.
- C. Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

2.03. ACCESSORIES

- A. Bonding Agent: Polyvinyl Acetate "Weld Crete" as manufactured by Larsen Products Corp. or approved equal.
- B. Non-shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 7000 psi in 28 days; manufactured by Masterbuilders or approved equal.

2.04. CURING COMPOUNDS, HARDENERS AND SEALERS

- A. Curing Compound: L&M Cure, manufactured by L&M Construction Chemicals, Inc.
- B. Absorptive Mats: ASTM C171, Burlap-Polyethylene of 10 oz/sq yd weight.
- C. Chemical Hardener and Sealer: Penetrating type sealer shall be one part liquid composed of minimum of 40 percent silane or siloxane material, with no petroleum distillates, which does not alter the color or texture of Portland cement concrete. Materials on the NYSDOT Approved list for Section 717-03 "Penetrating Type Protective Sealers" are acceptable of those that can be demonstrated to meet the requirements of Section 717-03.

2.05. CONCRETE MIX

- A. All concrete cast for this project shall be of **one** mix design as submitted to and approved by the Engineer. Concrete mix design shall meet the following:

1. Compressive Strength (7 day): 3000 psi
2. Compressive Strength (28 days): 5000 psi
3. Water/Cement Ratio (maximum): .50 by weight
4. Course Aggregate Size (maximum): 1 inch
5. Air Entrainment: 5 to 8 percent
6. Slump (maximum): 3-5 inches
7. Minimum Cement: 517 lb per cubic yard

The maximum water content shall include all water added in the trucks at the site. If concrete mix is unworkable at this maximum .50 ratio, then the contractor shall submit and supply a new design mix.

- B. Optional Material: Fly ash may be substituted for Portland cement in normal weight concrete up to a maximum of 15 percent by weight of the required minimum Portland cement. If fly ash is incorporated in a concrete design mix, make necessary adjustments to the design mix to compensate for the use of fly ash as a partial replacement for Portland cement.
 1. Adjustments shall include the required increase in air-entraining admixture to provide the specified air content.
 2. Lower early strength of the concrete shall be considered in deciding when to remove formwork.
- C. Mix concrete in accordance with ACI 304. Deliver concrete in accordance with ASTM C94.
- D. Use of **any** admixture for facilitating placement, curing, etc. shall be approved by Engineer in writing before using.

PART 3. EXECUTION

3.01. INSPECTION

- A. Verify anchors, pipe sleeves, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

3.02. PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions.

- B. All subbase surfaces shall be dampened with water in accordance with ACI 301-11.2.3 just prior to casting concrete.

3.03. PLACING CONCRETE

- A. Notify Engineer minimum 24 hours prior to commencement of concreting operations. Ready mix supplier manpower and equipment scheduling will be reviewed in detail with stand-by provisions made to assure continuous casting operations in compliance with codes specified.
- B. Place concrete in accordance with ACI 301, including hot weather and cold weather placement.
- C. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- D. Maintain concrete cover around reinforcing as follows:

<u>Item</u>	<u>Coverage</u>
Walls	2 inch each face
Footings	3 inch bottom and sides
Slabs on Grade	3 inch bottom, 1 inch top
Tank Slabs	3 inch bottom, 2-½ inch top

- E. Saw cut control joints at an optimum time after finishing. Use 3/16 inch thick blade, cutting 1/4 into depth of slab thickness at locations shown on drawings.
- F. Place concrete continuously between predetermined expansion, control and construction joints.
- G. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- H. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions.
- I. Separate slabs-on-grade from vertical surfaces with ½-inch thick joint filler, extended from bottom of slab to within 1/4 inch of finished slab surface.
- J. Maintain surface flatness, with maximum variation of ¼ inch in 10 ft.

3.04. FINISHING

- A. All vertical concrete surfaces shall have cone tie holes and other irregularities patched with non-shrink grout.
- B. Steel trowel interior surfaces which will be left exposed. Provide light broom finish on all exterior surfaces which will remain exposed.
- C. Maintain surface flatness, with maximum variation of 1/4 inch in 10 ft.

3.05. CURING AND SEALING

- A. Concrete Protective Sealer: Install NYSDOT approved penetrating type concrete protective sealer following Manufactures recommendations on all interior wall concrete surfaces including top of wall.
- B. Apply curing compound on surfaces in accordance with manufacturer's instructions, place absorptive matting and dampen, or leave forms in place as required to protect concrete from premature drying.
- C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete; a minimum cure period of 3-days will be required.
- D. After adequate curing, seal exposed concrete surfaces with chemical sealer in accordance with manufacturer's instructions.

3.06. FORMED SURFACES

- A. Remove all form ties and seal ties holes with non-shrink grout.
- B. Provide concrete surfaces to be left exposed with sack rubbed finish.

3.07. PATCHING

- A. Notify Engineer immediately upon removal of forms if excessive honeycombing or embedded debris are discovered and patch imperfections as directed by Engineer.

3.08. DEFECTIVE CONCRETE

- A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.
- B. Repair or replace concrete not properly placed or of the specified type.
- C. Cold joints or defective areas shall be repaired to the Engineer's satisfaction immediately upon discovery.

3.09. FIELD QUALITY CONTROL

- A. Field inspection and testing shall be performed under provisions of Section 01400.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.10. PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Do not backfill structures until 7 day cylinder break results have been reviewed and authorization given by Engineer.

END OF SECTION

SECTION 03370

CONCRETE CURING AND SEALING

PART 1. GENERAL

1.01. SECTION INCLUDES

- A. Curing/sealing materials and methods for initial and final curing of horizontal and vertical concrete surfaces.

1.02. RELATED SECTIONS

- A. Section 03300 - Cast-In-Place Concrete.

1.03. REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 302 - Recommended Practice for Concrete Floor and Slab Construction

1.04. QUALITY ASSURANCE

- A. Conform to requirements of ACI 301.

1.05. SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on curing/sealing compounds, product characteristics, compatibility and limitations.

PART 2. PRODUCTS

2.01. MATERIALS

- A. Water: Clean and not detrimental to concrete.
- B. Absorptive Mat: Burlap fabric of 10 oz/sq yd clean, roll goods.
- C. Curing and Sealing Chemicals:
 - 1. Penetrating type sealer shall be one part liquid composed of minimum of 40 percent silane or siloxane material, with no petroleum distillates, which does not alter the color or texture of Portland cement concrete. Materials on the NYSDOT Approved list for Section 717-03 "Penetrating Type Protective Sealers" are acceptable of those that can be demonstrated to meet the requirements of Section 717-03.

PART 3. EXECUTION

3.01. INSPECTION

- A. Verify concrete surfaces are ready for curing/sealing.

3.02. APPLICATION

- A. Concrete Protective Sealer: Install NYSDOT approved penetrating type concrete protective sealer following Manufactures recommendations on all concrete surfaces including top of wall.
- B. Apply each coat of curing/sealing compounds in two layers, with second layer at right angles to first.
- C. Apply in accordance with and at times specified by manufacturers' instructions.

3.03. CURING/SEALER SCHEDULE

- A. Buildings:
 - 1. Footings Foundations: Cure with forms left in place and covered with a continuously wetted absorptive mat for three (3) days minimum.
 - 2. Foundation Walls: Cure with forms left in place and covered with continuously wetted absorptive mat for three (3) days minimum.

END OF SECTION

SECTION 13121

PRE-ENGINEERED STEEL-FRAMED FABRIC COVERED BUILDING SYSTEM

PART 1. GENERAL

1.01. SECTION INCLUDES

Provide design and construction for a permanent rectangular shape tension membrane covered truss type roofing structure for bulk storage of salt. The structure shall meet or exceed the performance criteria of this specification and cover all three sides of the proposed structure.

1.02. INTENT OF SPECIFICATION

- A. This specification covers the design, manufacture, shipping, handling and erection of a prefabricated membrane covered structure.
- B. The specification as heretofore set forth is general in nature and scope and shall not be construed as to limit the work other than the requirement that the membrane-covered frame structure shall match the specification in materials, appearance, configuration and details.
- C. It is the intent of this specification that the bidder shall include all labor, materials, equipment services and transportation for the manufacture and supply of the membrane-covered frame structure, including exterior and interior finishes as shown on the figures.
- D. Buildings shall be complete and operating and shall include all exterior and interior materials and systems as shown or indicated in contract documents.
- E. All buildings shall be as dimensioned with all features and quantities as shown.
- F. All workmen shall be skilled and qualified for the work that they perform. All materials used, unless otherwise specified, shall be new and of the types and grades specified. The contractor shall certify that no asbestos containing building materials that exceed Federal mandated safe asbestos levels have been used in the construction of the membrane-covered structure.
- G. Building manufacture shall be performed under factory conditions in a plant specifically arranged for this type of work. Manufacturer shall provide all necessary operations for packing and shipping, and provide technical information to the contractor for adequate space planning, equipment and personnel for the assembly and installation of all major components of the building.
- H. Work shall be performed as necessary and required for the construction of the project as indicated. Such work includes the supply and installation of a membrane-covered structure complete with exterior and interior finishes. The building shall be as dimensioned with all features and quantities as per specification.

1.03. SCOPE OF WORK

- A. Provide design and construction for a permanent rectangular-shaped tension membrane covered truss type building. The structure shall meet or exceed the performance criteria of this specification.
- B. Building will be mounted on concrete wall foundation at 8 feet above finished grade.
 - 1. Truss spacing according to building manufacturer in compliance to required site-specific climatic data
 - 2. Hot-Dipped galvanized steel truss frames, postproduction (after welding)
 - 3. Hot-Dipped galvanized purlins, secondaries & bolts package.
- C. End Walls:
 - 1. End Wall 1 shall be open.
 - 2. End Wall 2 shall be fully enclosed with 2ea passive vents no less than 36"x36"
 - 3. Exterior Fabric terminated at 8" below top of foundation walls.
- D. Building design and drawings to be certified by an engineer licensed by the state of New York to verify compliance to local building code and installed by contractor. Drawing set will include publication of maximum base plate reactions to ensure foundation design is not exceeded.
- E. Delivery of all materials to site by contractor.
- F. All lift equipment and tools required for installation by contractor.

1.04. REFERENCES AND STANDARDS

- A. Except where more stringent requirements are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods:
 - 1. American Institute of Steel Construction (AISC)
 - 2. American Iron and Steel Institute (AISI)
 - 3. American Society of Civil Engineers (ASCE 7-10 Minimum Design Loads for Buildings and Other Structures)
 - 4. American Welding Society (AWS)

1.05. The following publications are for the standards listed below but referred to thereafter by basic letter designation only. They form a part of this specification to the extent referenced thereto: American Institute of Steel Construction (AISC):

- 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.
- 2. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.
- 3. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

4. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2012.
5. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010.
6. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Tensile Strength (Metric); 2013.
7. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a.
8. NFPA 701 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
9. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010 or CWB Canadian Welding Bureau.
10. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; National Fire Protection Association; 2010.
11. SSPC-SP 6 - Commercial Blast Cleaning; Society for Protective Coatings; 2007.
12. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).
13. SSPC-Paint 22 - Epoxy-Polyamide Paints (Primer, Intermediate, and Topcoat); Society for Protective Coatings; 1982 (Ed.2004).

1.06. APPROVAL OF PLANS / QUALITY ASSURANCE

- A. **Upon award of Contract No. 1, the Contractor shall furnish detailed drawings for all roofing system structural work stamped by an engineer licensed by the State of New York to verify compliance to local building code. Site specific calculation packages shall be provided.**
- B. All work to be performed under the conditions of this specification shall comply with the rules and regulations of all agencies having jurisdiction for this classification of construction and design and shall conform to the applicable live loads due to wind, rain, snow and seismic.
- C. Building supplier must provide written certification that they have been in the steel tension membrane building business for 10 years or more under the same name.
- D. Building supplier must provide written references with contact information for at least five salt sheds currently in operation and completed within the last 24 months from the due date of this bid.

1.07. BUILDING DESIGN

- A. Description - Provide design and construction for a permanent rectangular shape tension membrane covered truss type for bulk storage of salt. The structure shall meet or exceed the performance criteria of this specification and cover at least three sides of the concrete bin structure.
- B. The building will be classified as Construction Type IIB
- C. The building shall occupy an area of approximately 80 feet wide by 100 feet long, with

fabric end and vent openings as described herein. The building roof shall have similar configuration and shape as the Britespan Atlas 80W.

- D. The interior of the structure below the main trusses shall be clear span free of any structural support members and shall provide unobstructed floor space. No exterior purlins, guy ropes or cables shall be used for anchoring the structure.
- E. Interior Space - The salt pile storage floor area shall be entirely free of columns and roof supports of any type allowing unimpeded unloading of tractor trailer dump trucks and loading of truck spreader vehicles with front-end loading equipment.
- F. Minimum Interior Clearance: **As shown in the drawing to yield a 35'-10" including the 8' tall foundation (meeting the vertical clearance requirement of within 6 inches of published basis of design).**
- G. Ventilation - Provide a minimum of two (2) - 36"x36" passive vents located on the rear gable end wall of the structure. They shall be installed by experienced installers.
- H. Basis of Desing Manufacturer:
 - 1. Britespan Building Systems, Inc.
688 Josephine Street North, RR#1
Wingham, Ontario, N0G 2W0
Phone #: 1-800-407-5846

1.08. DESIGN REQUIREMENTS - STRUCTURAL FRAME

- A. Structure shall be engineered so it is capable of withstanding the loads specified in the 2025 Building Code of New York State, ASCE 7-16, and the IBC 2024 code year edition without failure or damage. Design must incorporate both balanced and unbalanced loads. Additional rain on snow surcharge loading must also be added to gable shaped (non-arch) buildings per ASCE 7-16.
- B. The main structure shall consist of a welded truss arches comprised of parallel chord tubes separated apart by tubular webs. The truss cords must be made from round tubular steel with a continuous round tubular web separating the inner and outer chords. "C", "J", "U", "X", and "Z" webbing configurations are not acceptable. Exact chord and tubular web diameter and gauge to be called out by the manufacturers engineering requirements. Chord plastification calculations must be included on the structural drawings when chords are made with lighter than 10ga. Steel.
 - 1. Meet or exceed the following design dimensions for open web chord truss:
 - a. Truss Chord Depth: 24" Minimum
 - b. Truss Weight: 1393 lbs Minimum
 - c. Chords Diameter 2.875" Minimum
 - d. Chords Wall 10ga Minimum
 - e. Web Size 1.25" Minimum
 - f. Web Wall 14ga Minimum

- C. Structure must be capable of maintaining structural integrity in the event of a tear propagating in the fabric, without endangering occupants.
- D. Truss framework tubing shall be Hot Dipped Galvanized both inside and outside of tubes after fabrication as per Building Product requirements stated herein. The Hot Dip Galvanizing must meet ASTM 123-12 as per the building code. Acceptable products:
 - 1. Hot Dip Galvanized Product, galvanized inside and out after fabrication is completed
 - 2. Aluminum
- E. All purlins used in the building must be a minimum of 2-7/8" inches in diameter round tubular purlins, 14ga min, made from one single piece of pipe, and be attached to the truss using a double bolted configuration each end with 2-5/8" bolts minimum attached directly to the welded dog bone or kingpin of the truss on each end. Saddle brackets, "fork" attachment, "C", "J", "U", "X", and "Z" sections are not acceptable. Cross "X" purlins will not be accepted. Purlins are required to be hot dipped galvanized – no exceptions.
- F. Building must utilize cross cables in each end bay to prevent racking. Cables must be a minimum of 1/2" galvanized that is 7 by 19 commercial grade and must be secured to structural welded truss member using a solid bolted or clevis connection and they must be adjustable for proper tensioning with a galvanized, lockable turnbuckle. Cable assemblies attached with open hooks or loops will not be allowed. Cables are to be assembled using a press swedged connection, clamps will not be allowed as the can slide. Cables must terminate at every bay to prevent the removal of galvanizing at wear points causing rust.
- G. Bolts package shall meet HDG A325 on all tension joints – hot dipped galvanized.
- H. All tie down pipe that is used to fasten the cover of the building must be secured by an adjustable 10,000-pound lashing winch at every truss located at the foundation of the structure. The quantity of lashing winches shall be designed to resist, in excess of, the total unfactored uplift loads cited in the table of reactions for the structure. Ratchet strap attachment to the tie down pipe will not be accepted as a main cover tensioning system. Main cover panels shall be attached to each truss frame using a keder track system, and have an adjustable tension barrel on each side to provide required panel tension while providing ability to adjust panel tension at any time required for performance.
- I. All bearing plates and other structural members must be hot dipped galvanized "POST" fabrication, no welding shall take place after the galvanized coating is applied.
- J. Roof and Wall Surfaces: To provide for maximum compatibility with ventilation and other accessories and cladding systems, the structure shall be designed such that gable surfaces form flat planes.

- K. Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment and for additional loadings based on the loadings supplied by the roof systems supplier for all accessories specified. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.
- L. Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided collateral load factors are taken into account.
- M. Alternative Cladding materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required (provided collateral load factors are taken into account).

1.09. DESIGN REQUIREMENTS – MEMBRANE CLADDING SYSTEM

- A. Membrane: The roof membrane shall form a weather tight shell over the structural frame. To provide for a good, finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.
- B. The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.
- C. Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance. Vertical stretch shall be maintained with a winch lock system requiring minimal ongoing maintenance.
- D. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter each panel. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.
- E. Member Seal at Openings and Base: Provide all materials and methods necessary to fully tension and seal the membrane material around all door, ventilation and other openings as well as around the structure perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that could otherwise be damaged by flapping or abrasion.
- F. The membrane shall not be designed to function as a structural member such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
- G. The Contractor shall provide drawings and calculations acceptable to the Architect/Engineer of Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.

- H. Successful bidders shall make all required changes or corrections and will deliver to the Owner's Engineer all approved drawings and reactions.

1.10. ENGINEERING DESIGN CRITERIA

a. IBC 2018	ASCE 7-16
b. NYS Building Code 2025	
c. Snow Load	40 PSF ground snow load
d. Collateral Load	0.25 #/SF foot projected over entire roof
e. Wind Load	103 MPH
f. Occupancy Category	CAT I – Low Human Occupancy
g. Terrain Category	C
h. Site Exposure	Fully Exposed
i. Site Conditions	Ce 0.9
j. Rainfall	4" per hour, for at least 2 hours
k. Use Group	S-2
l. Construction Type	II-B
m. Flammability	ASTM E84
n. Wind Importance Factor	1.0
o. Snow Importance Factor	0.8
p. Seismic Design Category	B
q. Enclosure	Partially Enclosed Structure

D=Dead Load + Collateral Load

S=Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind Internal Suction

Wp = Wind With Internal Pressure

E = Earthquake

1.11. ENGINEERED DESIGN CRITERIA

1.12. WORKMANSHIP

- A. The workmanship of all materials and components of the structure shall be commensurate with the functional requirements of the item.
- B. Building manufacturer shall fabricate such structure under factory conditions in a plant specifically arranged for this type of work. Fabricator shall provide adequate space, equipment, personnel and technical ability to coordinate the assembly and factory prefabrication of all major components of the work and all necessary operations in the packing, shipping and installation procedures. No fabrication shall be done until the materials have been tested and approved.
- C. Fabrication manufacturing plant must be ISO 9001:2015 Certified.
- D. Welding: Truss fabricator must be an approved welding fabricator to standards listed herein. A copy of AWS certification must accompany the structural drawings upon request.
- E. On Site Welding: If welding is required on site, no welding shall be started until the

AWS welding inspector has inspected and approved the materials, joint preparation, equipment and the qualifications of the welders. Welders doing unsatisfactory work will be removed and required to pass qualification tests again before returning to work.

- F. Manufacturer: The structure supplier shall be a reputable manufacturer, that shall have at least 10 years direct experience in the design, manufacture and installation of structures of the type specified herein; shall operate according to a comprehensive quality system and shall provide three references with structures in use for at least five years which are clear span and each must enclose an area in excess of the square footage as stated in section 1.09.g

1.13. WARRANTIES

- A. Steel Truss Warranty - Truss Framework tubing shall meet a minimum standard of salt resistance of 2000 hours (as demonstrated by Scientific Control Laboratories, Chicago,) and must be either made of Aluminum or triple coated galvanizing; equivalent to or better than GatorShield manufactured by Allied Tube and Conduit or Wheatland Tube Company or equivalent. The manufacturer is to provide a minimum 3-year pro-rata warranty according to the standard manufacturer's warranty.
- B. Fabric Warranty - All membranes used are water and mildew resistant, insect proof, and UV stabilized. They are to withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Manufacturer is to provide a minimum 20-year pro-rata warranty according to the standard manufacturer's warranty.

1.14. OPERATIONS AND USE

- A. General - The structure shall be designed to provide a minimum 20-year operational use period with appropriate inspection and maintenance. The structure shall be capable of being assembled, operated and dismantled in all ambient temperatures between -20 °F and 120 °F, and of accepting differential settlement of up to 2-1/2% between truss positions

PART 2. PRODUCTS

2.01. MATERIALS

- A. All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure is in conformance with the performance requirements as specified herein.
- B. Cladding Membrane: HDPE Fabric roof material must be a paneled cover and attached to the trusses with an extrusion and keder system for attachment. Each truss bay will have a separate and independent fabric cladding. The cover must be securely attached at ends and sides. Field welding is acceptable. At no time, regardless of truss configuration, may the fabric become in contact with the steel truss framing of the building. The membrane minimum performance standards are as

follows:

Coated Weight	12 oz/yd (407 gsm) +/- 5%
Coating Thickness	4 mils average, each side +/-2%
Finished Thickness	23 mils (ASTM D1777)
Strip Tensile	280 lbs Warp (ASTM D5035) 240 lbs Weft (ASTM D5035)
Grab Tensile Strength, lbs	385 lbs Weft (ASTM -D5034) 445 lbs Warp (ASTM -D5035)
Tongue Tear Strength, lbs	110 lbs Weft (ASTM -D2261) 115 lbs Warp (ASTM -D2261)
Mullen Burst	680 psi (4428 kPa) (ASTM-D3786)
Cold Crack Resistance	-55°C (ASTM –D2136)
Resistance to UV	100% strength retention after 2000 hr.
Low Temperature Bend	-60°C ASTM D2136
FR Performance	ASTM E84

- C. The stressed membrane structure must be designed to shed snow before the design load is exceeded, or alternatively provide structural capacity to meet or exceed required roof snow load requirements of specified site. The architectural membrane shall be continuous from the base of the structure to the peak and manufactured in such a way that no eave will exist.
- D. To reduce premature wear points, at no time may the fabric come in contact with the steel truss arch.
- E. Membrane used in the building design shall be designed to withstand the corrosive UV light according to the manufacturer warranty.
- F. Acceptable membrane and basis of design: Intertape Polymer Group RU88X-6, 400.
- G. Base tensioning system: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter each panel. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and that the system has a remaining range of adjustments.

2.02. CONVERTING RAW FABRIC TO FINISHED MEMBRANE COVER – TO ENSURE QUALITY CONTROL:

- A. Raw fabric converted to finished product must be manufactured on the same site as steel trusses and under the same supervision for complete building package continuity and quality control.
- B. Conversion Plant must be ISO 9001:2015 Certified.
- C. Conversion personnel must be CSA S367 Certified.
- D. Produce documented evidence that fabricator personnel have been trained no less

than 160 hours in practical application.

- E. Fabric welding and construction of fabric covers shall be completed in a dedicated production plant, with the floor heated to 70 degrees Fahrenheit (+/- 2 degrees), and full environmental controls via HVAC system throughout the plant.
- F. Fabric conversion systems will include “inline vision systems” for 100% testing of all keder-weld parameters, continuously monitoring weld temperatures throughout the entire process. “Spot checking” will not be an acceptable practice.
- G. Fabric Panels using keder connection to truss MUST have a 2” weld – no exceptions.
- H. In-house testing of raw fabric and new welds shall be completed daily using a 4 hour test utilizing certified Instron Lab Equipment as described below in the chart:

Fabric Testing Requirements Per CSA S367-12 & ASTM D4851-07				
Test Type	Test Speed (in/min)	Test Length (between jaws)	Limits (min)	Notes
Weld Adhesion Warp (Peel)	2"	4" separation	5 lbs/in	Sample strip to be 1" x 8", strip fabric down from 1 layer to a distance of 2" prior to testing. Must specify failure mode.(CAF)
Weld Adhesion Weft (Peel)	2"	4" separation	5 lbs/in	
Shear Strength Warp (Breaking Force/Tensile)	2"	3"	216 lbf/in	Limits are 90% of coated fabric from manufacturer. Test specimens to be long enough to extrude 1/2" through bottom and top clamps
Shear Strength Weft (Breaking Force/Tensile)	2"	3"	189 lbf/in	
Static Load Test	200% of max. design service load	4 hrs	60 lbs/in	To be tested at 20C, results to be reported as % elongation

2.03. METAL SPECIFICATIONS

- A. All steel used in the structure must have the following minimum structural and mechanical properties (ASTM A-500):
 - 1. Tube:
 - a. ASTM A500/ CSA G-40.21 (350W)
 - b. Tensile 61,600 KSI
 - c. Yield 45,700 KSI
 - 2. Plate:
 - a. ASTM A500/Gr 50 CSA G40.21-50W
 - b. Tensile 65,000 KSI
 - c. Yield 50,000 KSI
- B. All steel flat bar, truss components shall be fabricated and hot dipped galvanized post fabrication to ASTM A123-12 meeting ASTM Standard B6 zinc coatings.
- C. Piece marking and Identification: All individual parts or bundles and packages of identical parts are to be clearly marked for identification. Bolts, nuts, washers and fasteners shall be packaged according to type, size and length. Shipping documentation shall include a list showing the description, quantity and piece mark of

the various parts, components and elements.

- D. Material Delivery: The building system materials shall be delivered to the project site during normal working hours on weekdays. Installation contractor will provide adequate workmen and equipment to promptly unload, inspect and accept material delivery.
- E. Handling: The installation contractor shall be responsible for unloading, field storage, protection and transfer to the work area of all materials and equipment required to perform the work. At no time shall materials be dropped, thrown or dragged over the transport equipment or the ground. Damage to any piece under its own or superimposed weight shall be cause for repair or replacement.
- F. Short, Damaged or Excess Materials: Installation contractor shall inspect, count and verify quantities based on the shipping documents.

PART 3. EXECUTION

3.01. PREPARATION

- A. Provide product submittals and shop drawings for review by Engineer.
- B. Provide copies of approved shop indicating anchor bolt placement.
- C. Provide installation and erection instructions to Engineer.

3.02. ERECTION

- A. Roof System shall be erected in accordance with manufacturer's instructions.
- B. Provide documentation indicating that the installers are trained by the manufacturer to erect/install the proposed roof system.
- C. Provide manufacturers certification that the roofing system was installed according to manufacturers specifications.

3.03. PAINTING:

- A. Painting of steel components shall only be utilized if necessary for field repairs and shall not be employed as a factory finish. Should field repair be necessary, a zinc rich field coat shall be used.

3.04. FIELD WELDING:

- A. In-Field fabric welding is accepted as a standard method of joining panels, rounding corners, repairing minor cuts or abrasions.

3.05. COLORS:

- A. As selected by the Director's Representative from standard Manufacturer's Color charts

3.06. ADJUSTING:

- A. Repair cut, welded, and/or abraded galvanized surfaces with a minimum 2 mil thick coating of cold galvanizing compound (containing 93 percent zinc) applied in accordance with manufacturer's instructions.

END OF SECTION

SECTION 16000

ELECTRICAL

PART 1. GENERAL

1.01. SUMMARY

A. The work of this Section includes, but is not limited to:

1. Certificate of Electrical Inspection.
2. Grounding and bonding.
3. Identification.
4. Conductors and cables.
5. Raceways and boxes.
6. Wiring devices.
7. Panelboards.
8. Lighting.

1.02. SUBMITTALS

A. Product Data: Submit product data for the following:

1. Conductors and cables.
2. Raceways and boxes.
3. Wiring devices.
4. Enclosed switches and circuit breakers.
5. Lighting fixtures

B. Maintenance Manuals: Provide data on all products and materials for inclusion in maintenance manuals.

1.03. QUALITY ASSURANCE

A. Building Code Compliance: Comply with 2024 International Building Code, 2025 NYS Uniform Code Supplement.

B. NFPA Compliance: Comply with NFPA-70, National Electrical Code, including all local amendments.

C. Utility Compliance: Comply with requirements of local electrical utility.

- D. Certificate of Inspection: Obtain Certificate of Electrical Inspection from NYBFU or other acceptable independent inspection agency.

1.04. DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to project site as required for the execution of the work. Do not store materials where they will interfere with the execution of the work.
- B. Protect products during shipping and storage at project site. Maintain protective packaging.

1.05. COORDINATION

- A. Coordinate with work performed by others including work performed by Owner or outside entities employed by the Owner.
- B. Coordinate installation of supporting devices.

1.06. MANUFACTURERS

- A. Where specific manufacturers' products and manufacturers' model numbers are indicated, provide named product or products which, in the opinion of the Engineer, are comparable to named product.

1.07. PROJECT CONDITIONS

- A. Maintain existing utilities for use by Contractor and others.
- B. Interruption of Services: Do not interrupt utility services (water, electric, sewer, etc.) unless permitted, in advance, by the Owner and Engineer.
 - 1. Notify Engineer and Owner at least two (2) days prior to planned interruption.
 - 2. Do not proceed without written permission of Engineer.

1.08. DRAWINGS AND PLANS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of systems and equipment. Indicated locations and arrangements are used to size components. Install work as indicated unless deviations to layout are approved, in advance, by the Engineer.

PART 2. PRODUCTS

2.01. GROUNDING AND BONDING

A. Conductors:

1. Insulated Conductors: Copper, insulated for 600 V, unless otherwise indicated or required.
2. Bare Copper Conductors:
 - a. Solid: ASTM B3.
 - b. Stranded: ASTM B8.
 - c. Tinned: ASTM B33.
3. Bonding Jumper: Copper tape, braided, terminated with copper ferules, 1-5/8" wide and 1/16" thick, length as required.

B. Grounding Electrodes:

1. Ground Rods: Copper clad steel 3/4" by 10 feet.

C. Connectors:

1. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, bolted pressure-type with at least two (2) bolts.
2. Welded Connectors: Exothermic-welding kits.

2.02. HANGERS AND SUPPORTS

A. Support Components:

1. Raceway and Cable Supports: As described in NECA-1 and NECA-101.
2. Conduit and Cable Support Devices: Hangers, clamps, and associated fittings designed for types and sizes of raceway or cable to be supported. Designed for corrosive environments for hangers and supports installed Salt Shed.

2.03. ELECTRICAL IDENTIFICATION

A. Conductor Identification Materials:

1. Color-Coding Conductor Tape: Self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
2. Marker Tapes: Vinyl or vinyl cloth self-adhesive wraparound tape with circuit identification legend.

B. Underground-Line Warning Tape: Comply with ANSI Z535.1 through ANSI Z535.5.

C. Equipment Identification Labels: Adhesive film labels, machine printed. Minimum 3/8" high letters.

2.04. CONDUCTORS AND CABLES

A. Conductors and Cables:

1. Conductors: Copper-complying with NEMA WC 70.
2. Insulation: THW, THHN-THWN, XHHW, USE, and SO. Comply with NEMA WC 70.
3. Multi-Conductor Cable: AC, MC, NM, SO, USE. Comply with WC 70. Include ground wire.

B. Connectors and Splices:

1. Factory-fabricated connectors and splices of size, ampacity rating, material type, and class for application and service indicated.

2.05. RACEWAYS AND BOXES

A. Metal Conduit and Tubing:

1. PVC Coated galvanized rigid steel conduit
1. Fittings for PVC Coated galvanized: threaded fittings to match conduit.

B. Boxes, Enclosures, and Cabinets:

1. PVC coated outlet boxes
2. Cast Metal Outlet and Device Boxes: NEMA FB1, aluminum Type FD with gasketed and weatherproof cover.

2.06. WIRING DEVICES

A. GFCI Receptacles:

1. Straight blade, feed-through type, NEMA WD1, NEMA WD6, UL 498, and UL 943, Class A, NEMA 5-20R, unless otherwise indicated. Complete with Weatherproof cover.

B. Snap Switches:

1. Comply with NEMA WD1 and UL20.
2. Switches 120/277 V, 20 Amp, complete with Weatherproof cover.

2.07. PANELBOARDS

A. Enclosures: Surface-mounted, complying with NEMA 250, Type 3R. Hinged lockable cover.

B. Ratings: As scheduled on the drawings. Series interrupting ratings are not acceptable.

C. Branch Over Protection Devices:

1. Plug-in circuit breakers, replaceable without disturbing adjacent units.
2. Provide breakers with special features (ground fault or arc fault) as indicated.
3. Ratings as scheduled.

- D. Main Device: As scheduled.
- E. Provide new branch devices of the types and sizes indicated or required that are compatible with existing panels and as specified.

2.08. INTERIOR LIGHTING

A. General Requirements:

1. LED Fixtures:

- a. Electrical Components, Devices and Accessories: Listed and labeled as defined in NFPA 70 by qualified testing agency, and marked for intended location and application.
- b. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- c. Housing: fiberglass housing with acrylic frosted lens, continuous gasket complete with surface mount brackets.
- d. LED Lamps:
 - CCT of 5000K
 - Rated lamp life 50,000 hours
 - Internal Driver
 - Nominal operating voltage 120v

- B. Requirements for Individual Lighting Fixtures: Refer to fixture schedule on drawings.

2.09. EXTERIOR LIGHTING

A. General Requirements

1. LED Fixtures

- a. Electrical Components, Devices and Accessories: Listed and labeled as defined in NFPA 70 by qualified testing agency, and marked for intended location and application.
- b. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- c. Housing: fiberglass housing with acrylic frosted lens, continuous gasket complete with surface mount brackets.

2. Luminaire mounted photoelectric relays

- a. Comply with UL 773 or UL 773A
- b. Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3fc. And off at 4.5 to 10fc. With 15 second minimum time delay.

3. Site Luminaire

- a. Square die cast aluminum housing suitable for wet locations, power coated bronze finish.
- b. Powder coated aluminum reflector for maximum LED light output

- c. Polycarbonate lens

PART 3. EXECUTION

3.01. INSTALLATION OF GROUNDING AND BONDING

A. Applications:

1. Conductors: Solid No. 8 and smaller, stranded No. 6 and larger, unless otherwise indicated.
2. Connectors:
 - a. Pipe and Equipment Grounding: Bolted connectors.
 - b. Underground: Welded.
 - c. Structural Steel: Welded.

B. Equipment Grounding:

1. Install insulated grounding conductors with all feeders and branch circuits.
2. Signal and Communication Equipment: Provide No. 4 minimum insulated grounding conductor from grounding electrode system to communications backboard. Terminate at 1/4" x 2" x 12" ground bar.
3. Comply with special grounding requirements for elevator.

C. Installation:

1. Maintain existing grounding. Repair or replace as required to meet code requirements and as specified.
2. Drive ground rods until tops are 2" below grade.
3. Interconnect ground rods with grounding electrode conductor

3.02. HANGER AND SUPPORT INSTALLATION

A. Applications:

1. Comply with NECA-1 and NECA-101.
2. Space supports for raceways as scheduled in NECA-1 where Table 1 lists maximum spacings less than required by NFPA 70.
3. Cable Supports: Comply with NFPA 70.

B. Support Installation:

1. Comply with NECA-1 and NECA-101 unless otherwise indicated.
2. Do not adversely affect structural capacity of building framing. Locate holes, etc. as required by NFPA 70 and Building Code.

3.03. INSTALLATION OF ELECTRICAL IDENTIFICATION

A. Installation:

1. Verify identity of each item prior to installing identification.
2. Location: Install where readily readable and viewable.
3. Clean surfaces prior to installation to insure proper bond.

B. Applications:

1. Identify power conductors by phase as follows:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Neutral: White.
 - d. Ground: Green.
 - e. Isolated Ground: Green with yellow stripe.
2. Where colored insulation is not available, install colored marking tape.
3. Install underground marking tape for all underground conductors.
4. Outline work space for panels with marking tape (omit in finished spaces).
5. Identify equipment with equipment labels.
6. Provide directory cards for all new and existing panels. Cards shall be typewritten or computer generated. Hand cross outs, corrections, etc. shall not be permitted.

3.04. CONDUCTOR AND CABLE INSTALLATION

A. Applications:

1. Feeders exposed in unfinished spaces: Type THHN-THWN or XHHW single conductors in pvc coated galvanized conduit.
2. Branch Circuits Exposed in Finished Spaces and underground: Type THHN- THWN single conductors in pvc coated galvanized conduit.

B. Installation:

1. Use approved pulling compounds and methods.
2. Install exposed cables parallel and perpendicular to exposed structural members and follow surface contours where possible.
3. Support cables as specified and in accordance with NFPA 70 and NECA-1.
4. Identify conductors by phase via color-coded insulation or marking tape.
5. Tighten connectors in accordance with UL 486A.

3.05. INSTALLATION OF RACEWAYS AND BOXES

A. Applications:

1. Outdoors:

- a. Exposed: PVC coated galvanized steel
 - b. Boxes and Enclosures: NEMA 250, Type 3R.
- 2. Indoors:
 - a. Exposed, Hazardous locations: PVC coated galvanized steel conduit
- 3. Minimum Size: 3/4-inch.
- 4. Raceway Fittings: Compatible with raceway material.
- B. Installation:
 - 1. Comply with NECA 1.

3.06. INSTALLATION OF WIRING DEVICES

- A. Comply with NECA 1.
- B. Coordinate with other trades.
- C. Do not strip insulation off conductors until devices are installed.
- D. Install devices plumb and level and tight to substrates.
- E. Do not install devices or cover plates until finishes are complete. Remove and replace all devices used for temporary service.
- F. Orientate receptacles with ground pin up or to right.

3.07. LIGHTING INSTALLATION

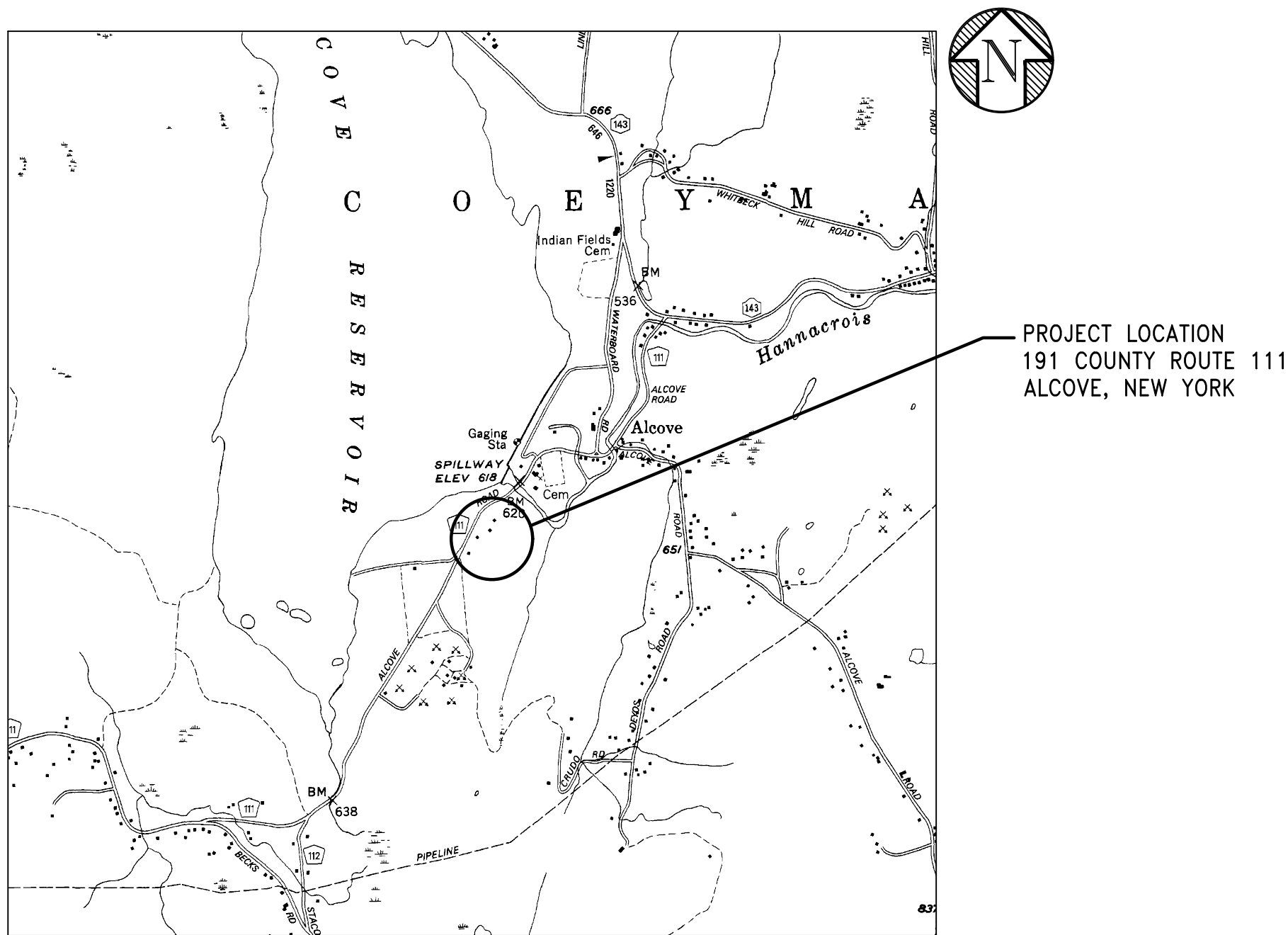
- A. Set fixtures level, plumb, and square with structure
 - 1. Surface-mounted fixtures shall be tight to substrate without gaps.

END OF SECTION

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
COEYMANS SUBDIVISION - NEW SALT SHED

JANUARY 2026

RFB #2026-057
CONTRACT NO. 1 - GENERAL CONSTRUCTION



LOCATION MAP
SCALE: 1" = 2,000'

PROJECT LOCATION
191 COUNTY ROAD 111
ALCOVE, NEW YORK 12046

DANIEL P. McCOY
COUNTY EXECUTIVE

LISA M. RAMUNDO
PUBLIC WORKS COMMISSIONER

ENGINEER
LAMONT ENGINEERS, P.C.
197 ELM ST.
P.O. BOX 610
COBLESKILL, NEW YORK 12043
(518) 234-4028

SHEET NO.

C5
C10
C11
S10
S11
E10

DRAWING INDEX

TITLE PAGE, LOCATION MAP & DRAWING INDEX
PROPOSED SITE PLAN
SITE DETAILS
SALT SHED FOUNDATION STRUCTURAL PLAN AND DETAILS
LOADING RAMP STRUCTURAL PLAN AND DETAILS
ELECTRICAL DETAILS

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Consultant

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
COEYMANS SUBDIVISION - NEW SALT SHED
ALBANY COUNTY
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PROHIBITED.

Stamp



Remarks
FOR BIDS

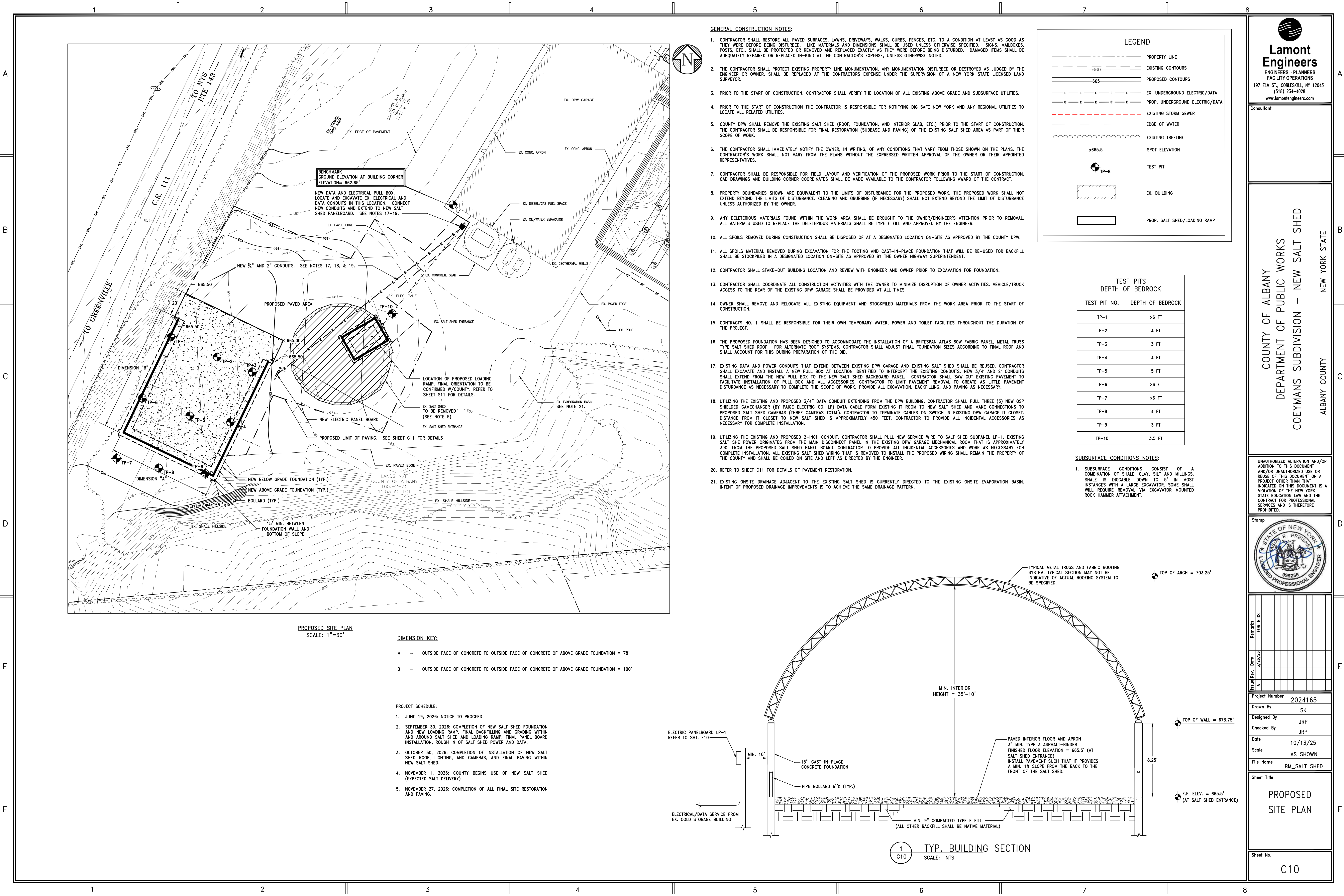
Issue Rev. Date
A 3/24/24

Project Number 2024165
Drawn By SK
Designed By JRP
Checked By JRP
Date 10/14/25
Scale AS SHOWN
File Name COVER

Sheet Title
TITLE PAGE,
LOCATION MAP &
DRAWING INDEX

Sheet No.

C5



GENERAL CONSTRUCTION NOTES:

- CONTRACTOR SHALL RESTORE ALL PAVED SURFACES, LAWNS, DRIVEWAYS, WALKS, CURBS, FENCES, ETC. TO A CONDITION AT LEAST AS GOOD AS THEY WERE BEFORE BEING DISTURBED. LIKE MATERIALS AND DIMENSIONS SHALL BE USED UNLESS OTHERWISE SPECIFIED. SIGNS, MAILBOXES, POSTS, ETC., SHALL BE PROTECTED OR REMOVED AND REPLACED EXACTLY AS THEY WERE BEFORE BEING DISTURBED. DAMAGED ITEMS SHALL BE ADEQUATELY REPAIRED OR REPLACED IN-KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTORS EXPENSE UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
- PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING ABOVE GRADE AND SUBSURFACE UTILITIES.
- PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING DIG SAFE NEW YORK AND ANY REGIONAL UTILITIES TO LOCATE ALL RELATED UTILITIES.
- COUNTY DPW SHALL REMOVE THE EXISTING SALT SHED (ROOF, FOUNDATION, AND INTERIOR SLAB, ETC.) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL RESTORATION (SUBBASE AND PAVING) OF THE EXISTING SALT SHED AREA AS PART OF THEIR SCOPE OF WORK.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER, IN WRITING, OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE OWNER OR THEIR APPOINTED REPRESENTATIVES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD LAYOUT AND VERIFICATION OF THE PROPOSED WORK PRIOR TO THE START OF CONSTRUCTION. CAD DRAWINGS AND BUILDING CORNER COORDINATES SHALL BE MADE AVAILABLE TO THE CONTRACTOR FOLLOWING AWARD OF THE CONTRACT.
- PROPERTY BOUNDARIES SHOWN ARE EQUIVALENT TO THE LIMITS OF DISTURBANCE FOR THE PROPOSED WORK. THE PROPOSED WORK SHALL NOT EXTEND BEYOND THE LIMITS OF DISTURBANCE. CLEARING AND GRUBBING (IF NECESSARY) SHALL NOT EXTEND BEYOND THE LIMIT OF DISTURBANCE UNLESS AUTHORIZED BY THE OWNER.
- ANY DELETERIOUS MATERIALS FOUND WITHIN THE WORK AREA SHALL BE BROUGHT TO THE OWNER/ENGINEER'S ATTENTION PRIOR TO REMOVAL. ALL MATERIALS USED TO REPLACE THE DELETERIOUS MATERIALS SHALL BE TYPE F FILL AND APPROVED BY THE ENGINEER.
- ALL SPOILS REMOVED DURING CONSTRUCTION SHALL BE DISPOSED OF AT A DESIGNATED LOCATION ON-SITE AS APPROVED BY THE COUNTY DPW.
- ALL SPOILS MATERIAL REMOVED DURING EXCAVATION FOR THE FOOTING AND CAST-IN-PLACE FOUNDATION THAT WILL BE RE-USED FOR BACKFILL SHALL BE STOCKPILED IN A DESIGNATED LOCATION ON-SITE AS APPROVED BY THE OWNER HIGHWAY SUPERINTENDENT.
- CONTRACTOR SHALL STAKE-OUT BUILDING LOCATION AND REVIEW WITH ENGINEER AND OWNER PRIOR TO EXCAVATION FOR FOUNDATION.
- CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE OWNER TO MINIMIZE DISRUPTION OF OWNER ACTIVITIES. VEHICLE/TRUCK ACCESS TO THE REAR OF THE EXISTING DPW GARAGE SHALL BE PROVIDED AT ALL TIMES
- OWNER SHALL REMOVE AND RELOCATE ALL EXISTING EQUIPMENT AND STOCKPILED MATERIALS FROM THE WORK AREA PRIOR TO THE START OF CONSTRUCTION.
- CONTRACTS NO. 1 SHALL BE RESPONSIBLE FOR THEIR OWN TEMPORARY WATER, POWER AND TOILET FACILITIES THROUGHOUT THE DURATION OF THE PROJECT.
- THE PROPOSED FOUNDATION HAS BEEN DESIGNED TO ACCOMMODATE THE INSTALLATION OF A BRITESPAN ATLAS 80W FABRIC PANEL, METAL TRUSS TYPE SALT SHED ROOF. FOR ALTERNATE ROOF SYSTEMS, CONTRACTOR SHALL ADJUST FINAL FOUNDATION SIZES ACCORDING TO FINAL ROOF AND SHALL ACCOUNT FOR THIS DURING PREPARATION OF THE BID.
- EXISTING DATA AND POWER CONDUITS THAT EXTEND BETWEEN EXISTING DPW GARAGE AND EXISTING SALT SHED SHALL BE REUSED. CONTRACTOR SHALL EXCAVATE AND INSTALL A NEW PULL BOX AT LOCATION IDENTIFIED TO INTERCEPT THE EXISTING CONDUITS. NEW 3/4" AND 2" CONDUITS SHALL EXTEND FROM THE NEW PULL BOX TO THE NEW SALT SHED BACKBOARD PANEL. CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO FACILITATE INSTALLATION OF PULL BOX AND ALL ACCESSORIES. CONTRACTOR TO LIMIT PAVEMENT REMOVAL TO CREATE AS LITTLE PAVEMENT DISTURBANCE AS NECESSARY TO COMPLETE THE SCOPE OF WORK. PROVIDE ALL EXCAVATION, BACKFILLING, AND PAVING AS NECESSARY.
- UTILIZING THE EXISTING AND PROPOSED 3/4" DATA CONDUIT EXTENDING FROM THE DPW BUILDING, CONTRACTOR SHALL PULL THREE (3) NEW OSP SHIELDED GAMECHANGER (BY PAIGE ELECTRIC CO, LP) DATA CABLE FROM EXISTING IT ROOM TO NEW SALT SHED AND MAKE CONNECTIONS TO PROPOSED SALT SHED CAMERAS (THREE CAMERAS TOTAL). CONTRACTOR TO TERMINATE CABLES ON SWITCH IN EXISTING DPW GARAGE IT CLOSET. DISTANCE FROM IT CLOSET TO NEW SALT SHED IS APPROXIMATELY 450 FEET. CONTRACTOR TO PROVIDE ALL INCIDENTAL ACCESSORIES AS NECESSARY FOR COMPLETE INSTALLATION.
- UTILIZING THE EXISTING AND PROPOSED 2-INCH CONDUIT, CONTRACTOR SHALL PULL NEW SERVICE WIRE TO SALT SHED SUBPANEL LP-1. EXISTING SALT SHE POWER ORIGINATES FROM THE MAIN DISCONNECT PANEL IN THE EXISTING DPW GARAGE MECHANICAL ROOM THAT IS APPROXIMATELY 390' FROM THE PROPOSED SALT SHED PANEL BOARD. CONTRACTOR TO PROVIDE ALL INCIDENTAL ACCESSORIES AND WORK AS NECESSARY FOR COMPLETE INSTALLATION. ALL EXISTING SALT SHED WIRING THAT IS REMOVED TO INSTALL THE PROPOSED WIRING SHALL REMAIN THE PROPERTY OF THE COUNTY AND SHALL BE COILED ON SITE AND LEFT AS DIRECTED BY THE ENGINEER.
- REFER TO SHEET C11 FOR DETAILS OF PAVEMENT RESTORATION.
- EXISTING ONSITE DRAINAGE ADJACENT TO THE EXISTING SALT SHED IS CURRENTLY DIRECTED TO THE EXISTING ONSITE EVAPORATION BASIN. INTENT OF PROPOSED DRAINAGE IMPROVEMENTS IS TO ACHIEVE THE SAME DRAINAGE PATTERN.

LEGEND

- PROPERTY LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- EX. UNDERGROUND ELECTRIC/DATA
- PROP. UNDERGROUND ELECTRIC/DATA
- EXISTING STORM SEWER
- EDGE OF WATER
- EXISTING TREELINE
- SPOT ELEVATION
- TEST PIT
- EX. BUILDING
- PROP. SALT SHED/LOADING RAMP

TEST PITS DEPTH OF BEDROCK	
TEST PIT NO.	DEPTH OF BEDROCK
TP-1	>6 FT
TP-2	4 FT
TP-3	3 FT
TP-4	4 FT
TP-5	5 FT
TP-6	>6 FT
TP-7	>6 FT
TP-8	4 FT
TP-9	3 FT
TP-10	3.5 FT

SUBSURFACE CONDITIONS NOTES:

- SUBSURFACE CONDITIONS CONSIST OF A COMBINATION OF SHALE, CLAY, SILT AND MILLINGS. SHALE IS DIGGABLE DOWN TO 5' IN MOST INSTANCES WITH A LARGE EXCAVATOR. SOME SHALL WILL REQUIRE REMOVAL VIA EXCAVATOR MOUNTED ROCK HAMMER ATTACHMENT.

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Stamp
STATE OF NEW YORK
JAMES R. PREISER
LICENSED PROFESSIONAL ENGINEER
095256

Rev.	Date	Remarks
1	3/26/26	FOR BIDS

Project Number 2024165

Drawn By SK

Designed By JRP

Checked By JRP

Date 10/13/25

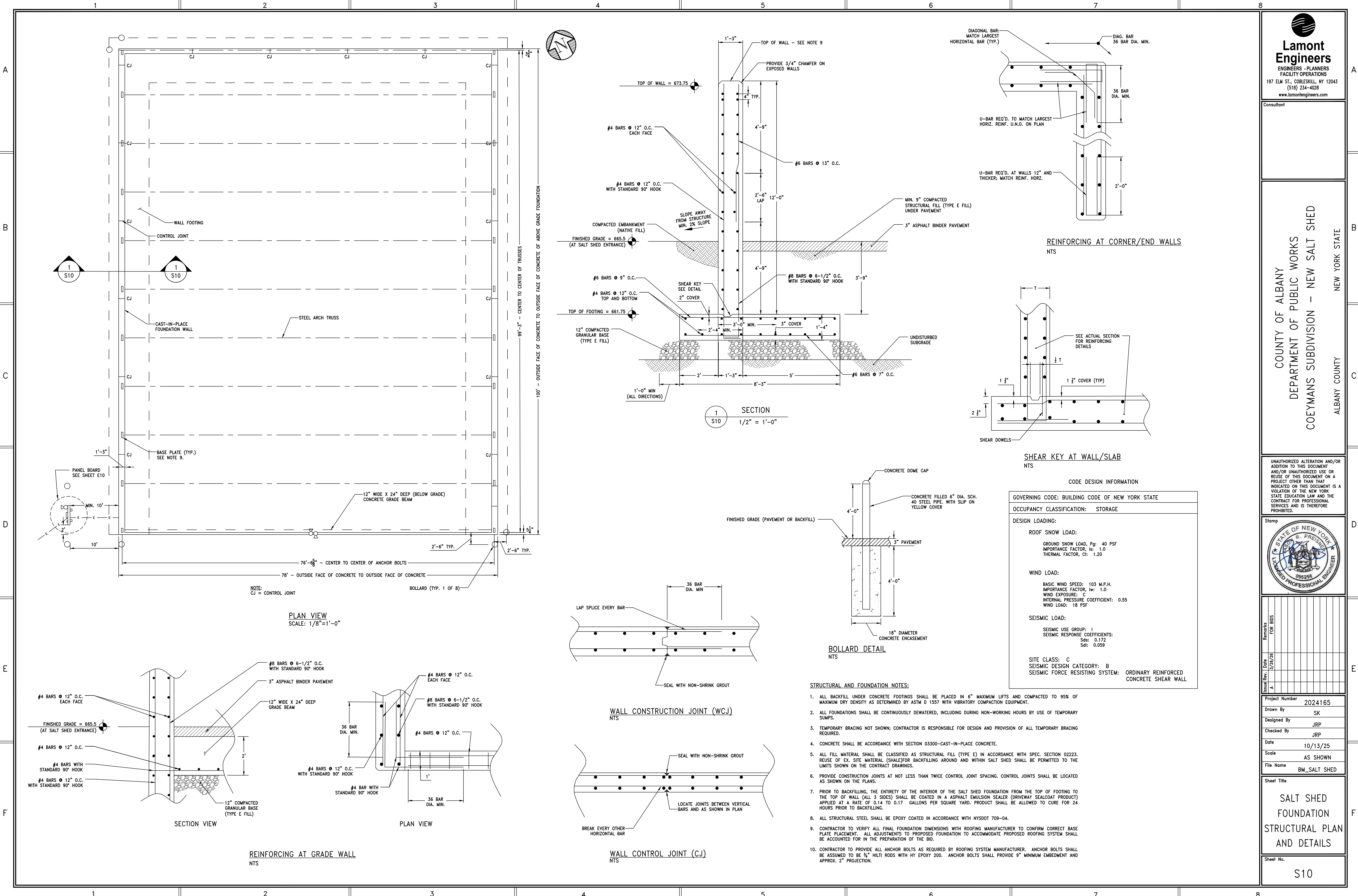
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File Name BM_SALT SHED

Sheet Title

PROPOSED SITE PLAN

Sheet No. C10



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1	3/26/25		

Project Number	2024165
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Designed By	JRP
Checked By	JRP
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Scale	AS SHOWN
File Name	BM_SALT SHED

SALT SHED
FOUNDATION
STRUCTURAL PLAN
AND DETAILS

Sheet No.
S10



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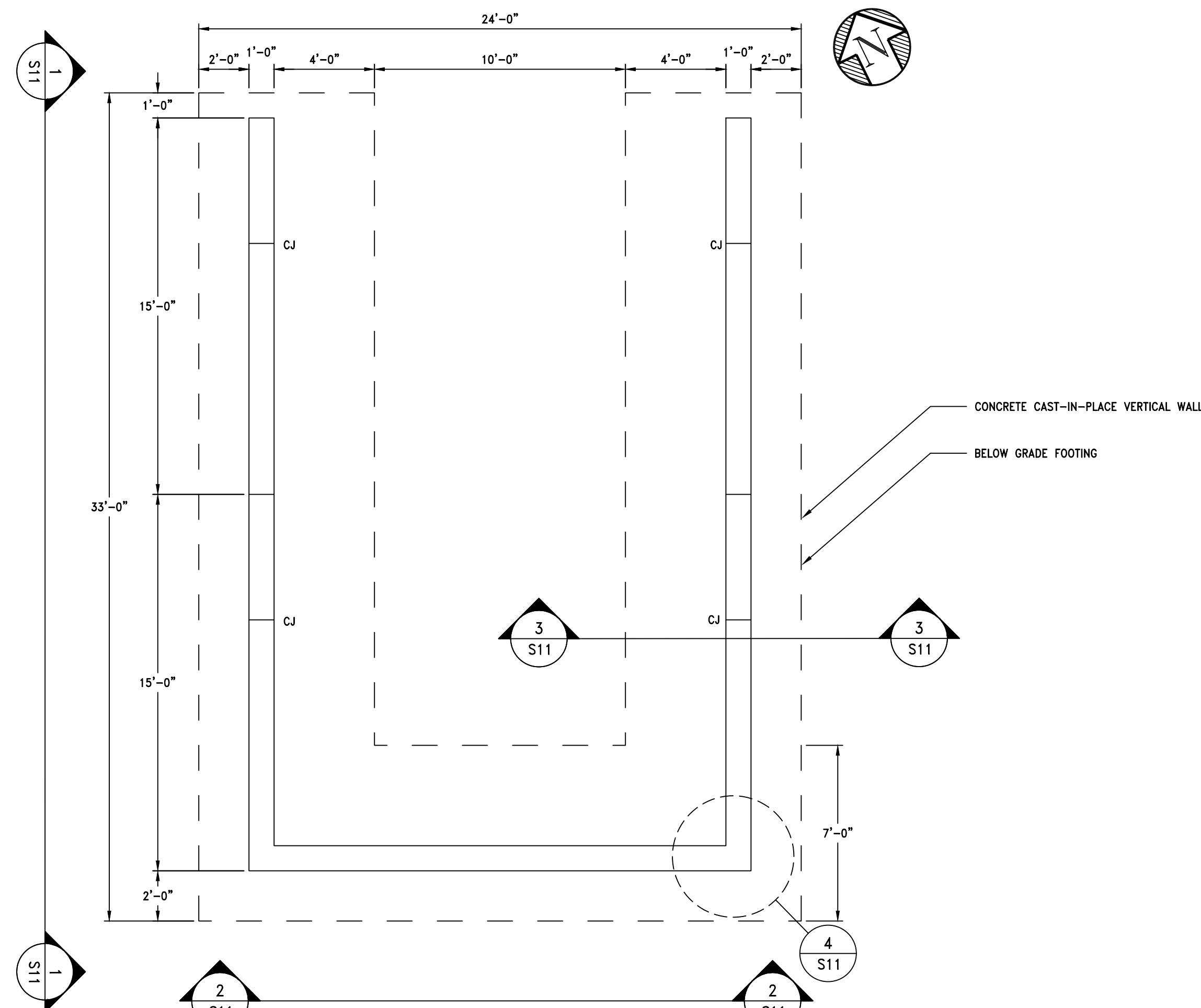
Issue	Rev.	Date	Remarks
A		3/24/24	FOR BIDS

Project Number	2024165
Drawn By	MFW
Designed By	JRP
Checked By	JRP
Date	12/10/25
Scale	1/4" = 1'-0"
File Name	LOADING RAMP

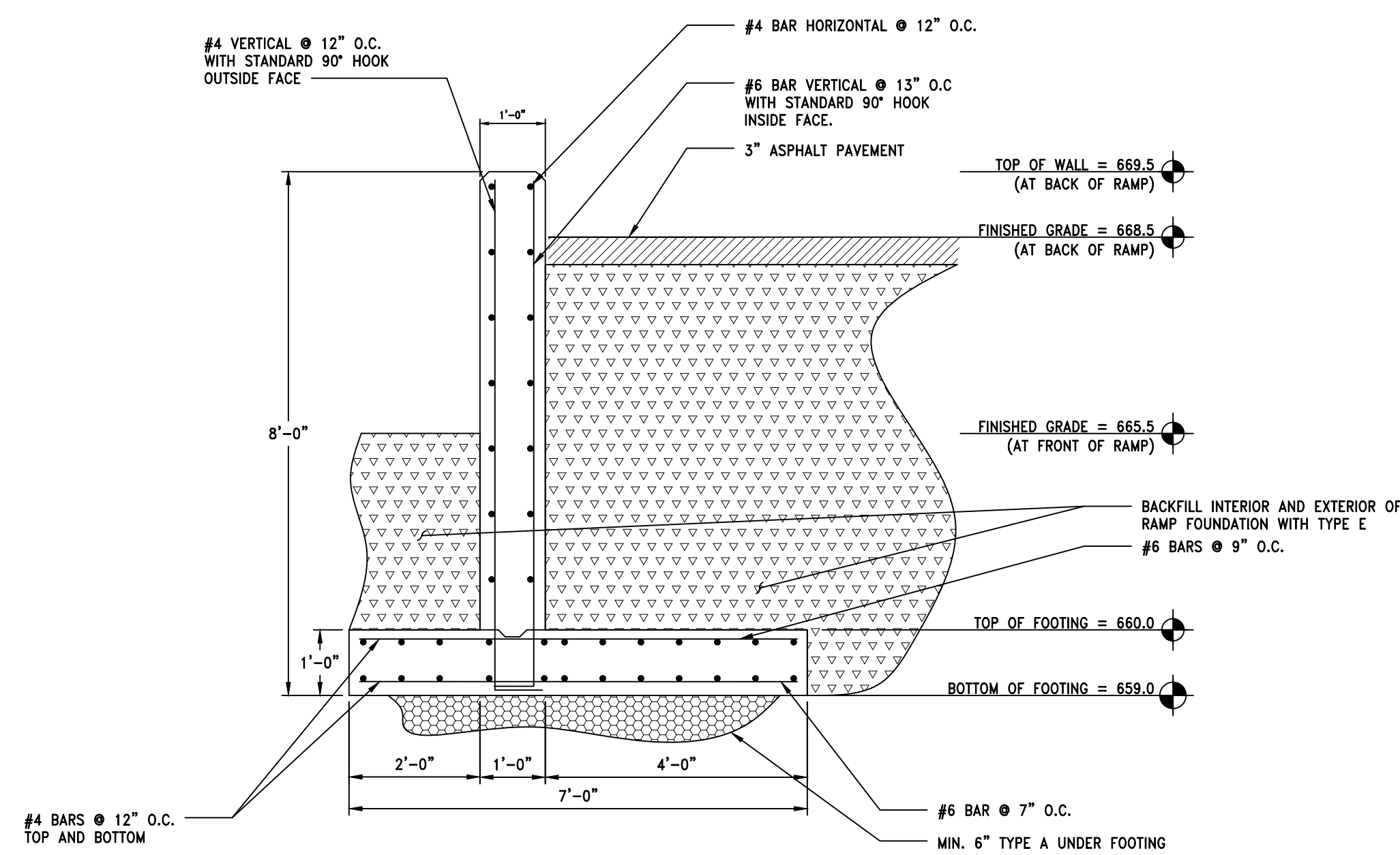
Sheet Title
**LOADING RAMP
STRUCTURAL
PLAN AND
DETAILS**

Sheet No.

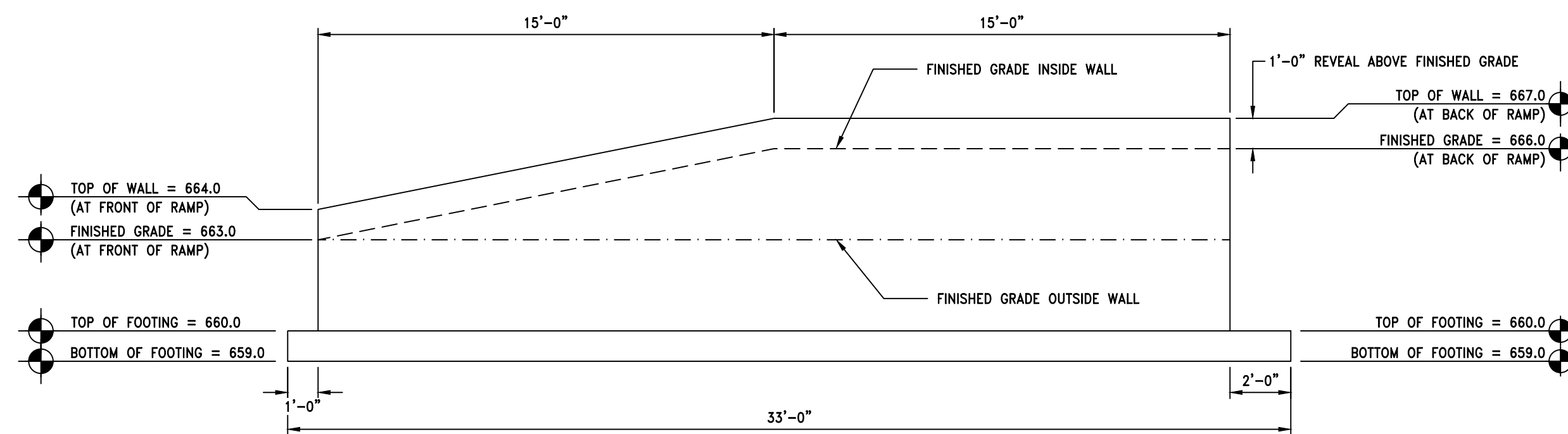
S11



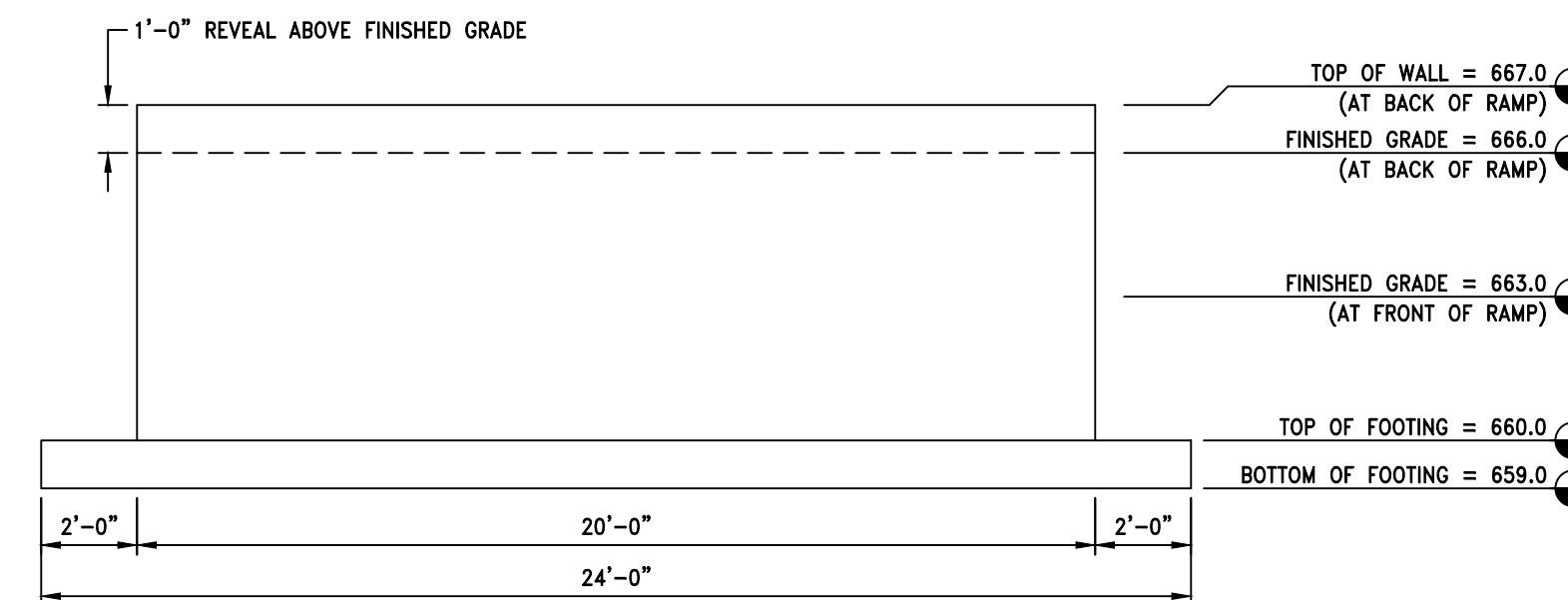
PLAN VIEW
SCALE: 1/4" = 1'-0"



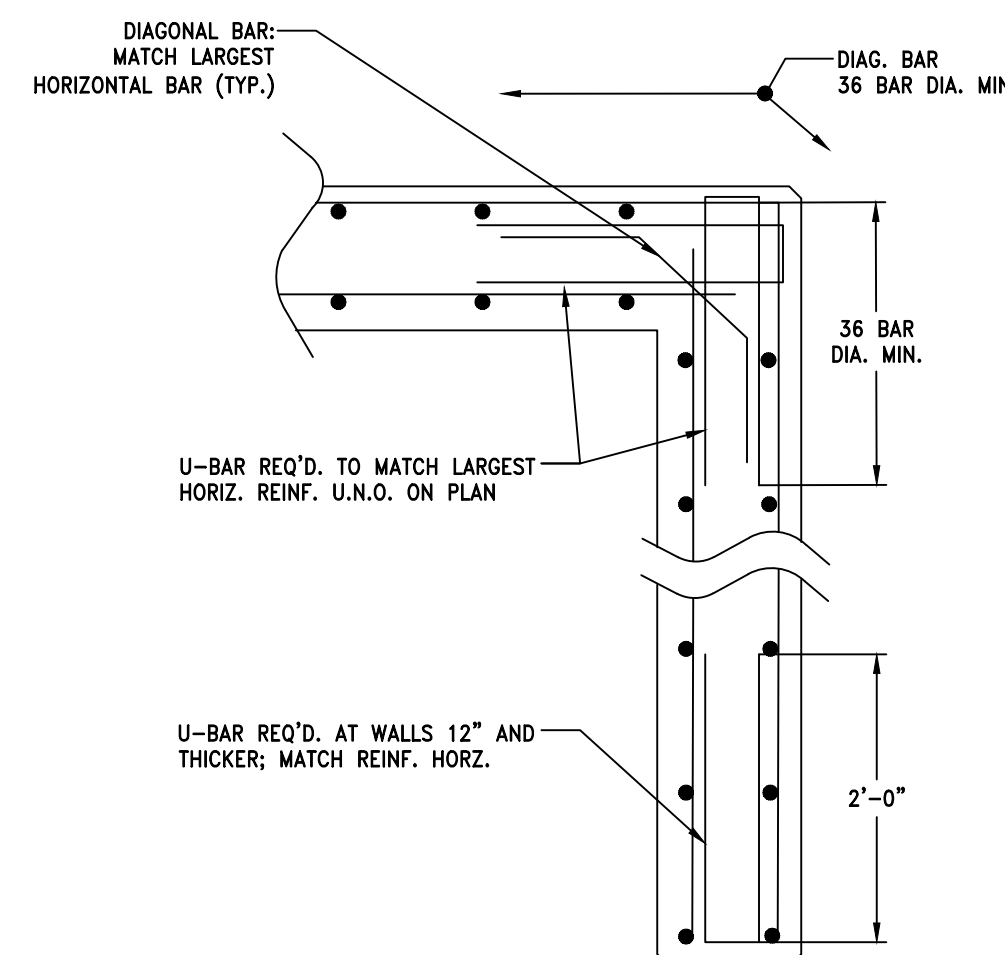
3 TYPICAL WALL SECTION
SCALE: 1/2" = 1'-0"



1 SIDE VIEW
SCALE: 1/4" = 1'-0"



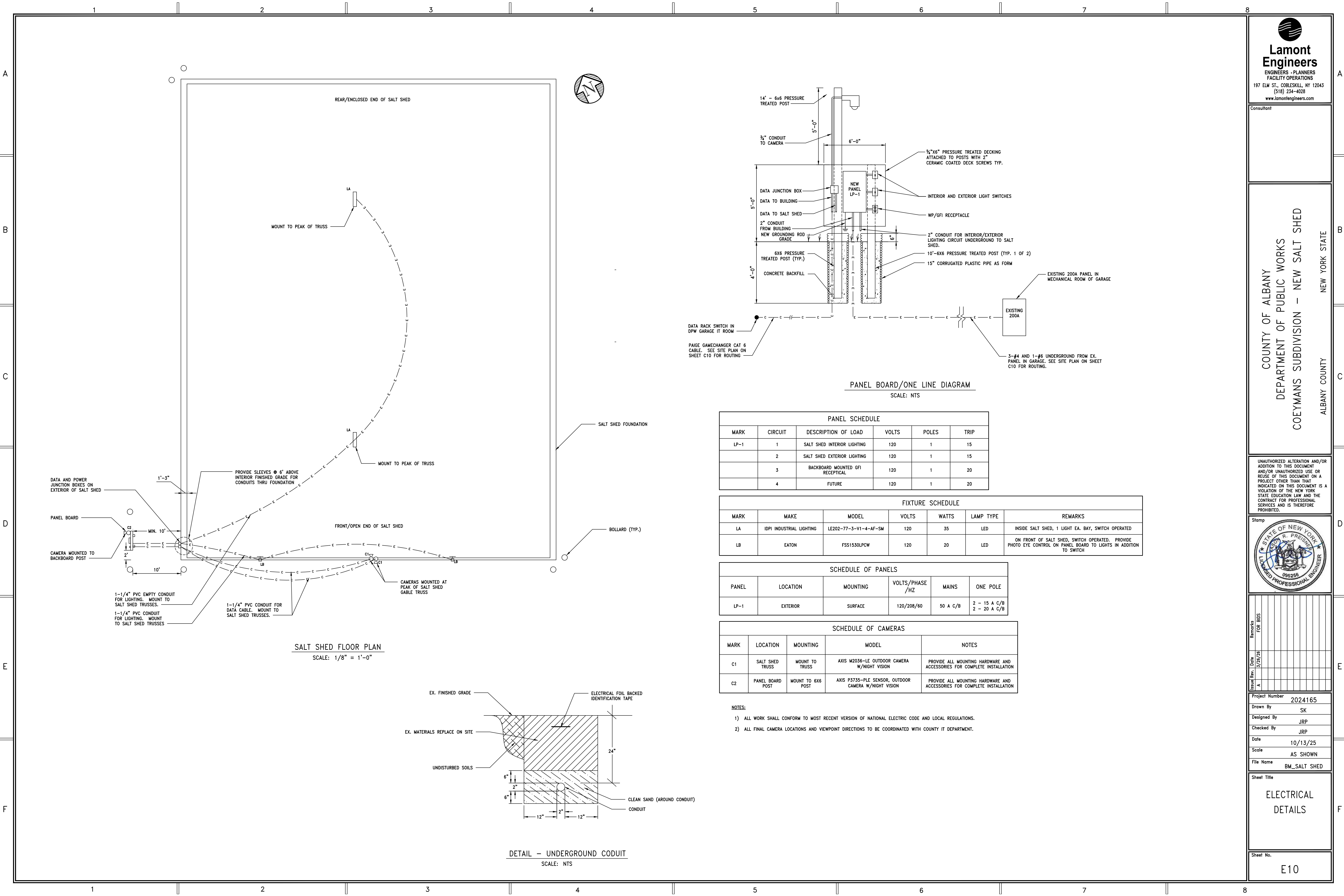
2 FRONT VIEW
SCALE: 1/4" = 1'-0"



4 REINFORCING AT CORNER/END WALLS
SCALE: 1/4" = 1'-0"

STRUCTURAL AND FOUNDATION NOTES:

- ALL BACKFILL UNDER CONCRETE FOOTINGS SHALL BE PLACED IN 6" MAXIMUM LIFTS AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557 WITH VIBRATORY COMPACTION EQUIPMENT.
- ALL FOUNDATIONS SHALL BE CONTINUOUSLY DEWATERED, INCLUDING DURING NON-WORKING HOURS BY USE OF TEMPORARY SUMPS.
- TEMPORARY BRACING NOT SHOWN; CONTRACTOR IS RESPONSIBLE FOR DESIGN AND PROVISION OF ALL TEMPORARY BRACING REQUIRED.
- ALL FILL MATERIAL SHALL BE CLASSIFIED AS STRUCTURAL FILL (TYPE E) IN ACCORDANCE WITH SPEC. SECTION 02223. REUSE OF EX. SITE MATERIAL (SHALE) AS PERMITTED BY ENGINEER.
- CONTROL JOINTS SHALL BE LOCATED AS SHOWN ON THE PLANS. SEE CONTROL JOINT DETAIL ON SHEET S10.
- ALL STRUCTURAL STEEL SHALL BE EPOXY COATED IN ACCORDANCE WITH NYSDOT 709-04.



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1	3/26/24	AK	FOR BIDS

Project Number	2024165
Drawn By	SK
Designed By	JRP
Checked By	JRP
Date	10/13/25
Scale	AS SHOWN
File Name	BM_SALT SHED

Sheet Title	ELECTRICAL DETAILS
Sheet No.	E10

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **COEYMANS SUBDIVISION – NEW SALT SHED**

Bid Number: **2025-057: Contract No. 2 – Electrical Construction**

CONDITIONS:

1. All bid pricing must include all material, labor, equipment, overhead, and other associated costs.

BASE BID:

Bidder shall complete the Work in accordance with the Contract Documents for the following prices(s):

No.	Item	Unit	Amount Bid
1	Lump Sum Base Bid Price	Lump Sum	\$ 47,750
2	Allowance (10% of Base Bid Value Per Section 01020)	Lump Sum	\$ 4,775

LUMP SUM BASE BID PRICE FOR ITEMS 1 THRU 2: 52,525

FIFTY TWO THOUSAND FIVE HUNDRED TWENTY FIVE (\$ 52,525)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **COEYMANS SUBDIVISION – NEW SALT SHED**

Bid Number: **2026-057 – Contract No. 2 – Electrical Construction**

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number	
<u>3/30</u>	<u>1</u>	3/30 - 4/
<u>3/30</u>	<u>2</u>	4/17 - 5
<u>4/2</u>	<u>3</u>	4/20 - 6

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

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

Work and has made such independent investigations as BIDDER deems necessary;

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

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment “E”)
 - (f) Bidder Qualification Questionnaire (Attachment “F”)
 - (g) Non-Interruption of Work Agreement (Attachment “G”)
 - (h) Required Apprenticeship Training Program Documentation (refer to GIB Section 27)
7. Communication concerning this Bid shall be addressed to:

STEPHEN BULLOCK

P.O. Box 216

RAVENA, NY 12143

Phone: 516-755-5791

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

Application & Licenses



Thank you for your payment.

Please note that applications will be processed by the
Department of Labor staff within 3 weeks.

Details: 1 Public Work Contractor Certificate (PW55)

Amount Paid: \$200.00

Date: 04/16/2026

Invoice Number: INV-62c10a87

⬇ Please save this page for your records.

If you have questions about your order status, please contact
1-888-4-NYS-DOL during business hours.

[GO TO DASHBOARD](#)

Department of Labor

Workforce Protections

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.

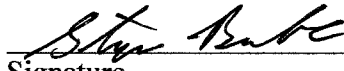
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

PRESIDENT

Title

BULLOCK UTILITIES

Company Name

4/23

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

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

On this 21 day of April, 20006, before me personally appeared Stephen Bullock to me known, who, being by me sworn, did say that he resides at (give address) 111 Main Street Ravena NY 12143; that he is the (give title) Owner of the (name of corporation) Bullock Utilities Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



[Signature]

Notary Public, State of New York

Qualified in Greene County

Commission Expires 2/11/28

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>BULLOCK UTILITIES, INC.</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>14-1719403</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) <i>BULLOCK UTILITIES.COM</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>111 MAIN ST. RAENHA, NY 12143</i>		7. TELEPHONE NUMBER <i>518-756-2104</i>	8. FAX NUMBER <i>518-756-7527</i>
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 THIS QUESTIONNAIRE Name <i>STEPHEN BULLOCK</i> Title <i>PRESIDENT</i> Telephone Number <i>518-756-2104</i> Fax Number <i>518-756-7527</i> e-mail <i>bullocku@gm81.com</i>			
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 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:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current 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.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

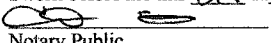
CERTIFICATION:

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.

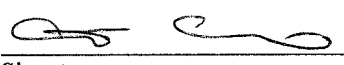
The undersigned certifies that he/she:

- 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 BULLOCK UTILITIES Signature of Owner 
Address 111 MAIN ST. Printed Name of Signatory STEPHEN BULLOCK
City, State, Zip RAVENA, NY 12143 Title PRESIDENT

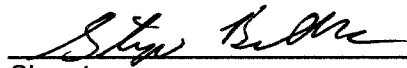
Sworn before me this 21 day of April, 2020

Notary Public



Christina Calordino
Printed Name

Signature
4/21/20
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

PRESIDENT
Title

BULLOCK UTILITIES
Company Name

4/23
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

AE ROSEN CAIRO SOLAR \$51,500 0%

UPSTATE ELECTRIC \$2,500 0%

FLACH MIRABITO TANKS \$34,500 0%

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

NO

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

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

No

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

No

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

NATIONAL BANK OF CROSBYVILLE / BSMB

3-7 REED ST. CROSBYVILLE N.Y. 518-731-6161

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

ATTACHMENT

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

BULLOCK UTILITIES, INC.
Correct Name of Bidder

(a) The business is a: CORP.

(b) The address of principal place of business is: 111 MAIN ST. RAVENNA, NY 12143

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

STEPHEN BULLOCK

11:42 AM

04/16/26

Accrual Basis

Bullock Utilities, Inc.
Expenses by Vendor Summary
January 1 through April 16, 2026

	<u>Jan 1 - Apr 16, 26</u>
Albany Industrial Supply, Inc.	545.50
AMF	415.63
Cash	2,500.00
Central Accounting - Local 236	25,152.59
Central Hudson	487.67
CitiBusiness	10,240.61
Coffey's Heavy Repair	2,744.55
CRLMCC	79.06
Ford Credit	6,104.46
Gina Bullock	2,360.00
HVES	24,959.31
IBEW Local 236	2,784.26
JAT Construction Company, Inc.	9,200.00
Local 236 COPE	18.00
Lowes Business Account/GECF	10,727.62
Mueller's Automotive LLC	62.09
National Electrical Benefit Fund	2,263.13
Nationalgrid	576.64
Persico True Value	91.20
Peter Bullock	10,000.00
Ravena Auto Supply	5.93
Ravena Coeymans Historical Society	100.00
Sheriff of Suffolk County	709.51
State Telephone Company	224.10
The Inspector, LLC	850.00
Thorpe Electric Supply, Inc.	4,007.66
Tri-City JATC	1,123.17
Wolberg Electrical Supply Co., Inc	470.01
TOTAL	<u>118,802.70</u>

11:41 AM

04/16/26

Accrual Basis

Bullock Utilities, Inc.
Income by Customer Summary
 January 1 through April 16, 2026

	Jan 1 - Apr 16, 26
3D Rigging	2,306.00
AE Rosen	17,166.00
Apalachee Marine	200.00
B & B Lounge	948.00
Barbara Beers	2,800.00
BILLINGS	500.00
CENEX RENSSELAER TERMINAL, LLC	2,528.00
Coxsackie-Athens CSD	2,302.00
Coxsackie Yacht Club	-1,467.09
Crossroads Ford Mercury -1	-1,198.85
Deer Run Park\	7,000.00
Flach Industries, Inc.	17,250.00
Gail Oles	2,160.00
Helen Zail	10,580.00
Ian Cummings	16,531.00
Jim Dolan	1,401.00
Laura Johnston	252.00
Linda Starr	590.00
Mackey Electric	2,736.68
Mike O'Brien	475.00
Napa Auto Supply	224.00
North Albany Terminal	4,258.00
Olshan Properties	2,450.00
Package Pavement Company, Inc.	210.00
Po Raval	35,046.00
Rail 2 River	1,271.00
Red Wing Properties, Inc.	500.00
Robert H. Finke & Sons, Inc. 2	5,076.00
Schenectady Hdwe & Elec Co., Inc.	1,528.00
State Telephone Company 2	-242.30
Town of Bethlehem	8,631.50
UltrePet LLC	825.00
Village of Ravena 1	1,512.00
Will DeRuve	3,531.00
TOTAL	149,879.94

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

BULLOCK UTILITIES, Inc.
Firm

Dated: 4/23

By Steph Bullock

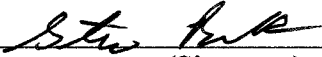
STEPHEN BULLOCK
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: BULLOCK UTILITIES, INC

By: 
(Signature)

STEPHEN BULLOCK
(Typed)

Title: PRESIDENT

Date: 4/23

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: COEYMANS SUBDIVISION – NEW SALT SHED

Bid Number: 2026-057 – Contract No. 2 – Electrical Construction

COMPANY: BULLOCK UTILITIES, INC.

ADDRESS: 111 MAIN ST.

CITY, STATE, ZIP: RAVENA, NY 12143

TEL. NO.: 518-756-2104

FAX NO.: 518-756-7527

FEDERAL TAX ID NO.: 14-1719403

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

NEW REGISTER INV# INV-62C10287

REPRESENTATIVE: STEPHEN BULLOCK

E-MAIL: bullocku@gmail.com

SIGNATURE AND TITLE Stephen Bullock PRESIDENT

DATE 4/23

Tri-City Joint Apprenticeship and Training Committee, Inc.

WILLIAM J. BULGER - DIRECTOR

428 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-1569
TELEPHONE (518) 785-5167 FAX (518) 786-3588
www.tricityjatc.org



ALBANY ELECTRICAL CONTRACTORS ASS'N.
NECA ALBANY CHAPTER
ELECTRICAL CONTRACTORS CENTER
16 WADE ROAD
LATHAM, NEW YORK 12110

SPONSORED BY

LOCAL 236 - IBEW, ALBANY, N.Y.
3000 TROY-SCHENECTADY ROAD
SCHENECTADY, NEW YORK 12309

May 4, 2026

To whom it may concern:

RE: Bullock Utilities

Bullock Utilities is recognized by the Tri-City JATC, Albany NECA, and IBEW Local Union #236 as a participating Employer in our NYS Registered apprenticeship program. Our program currently has a graduation rate of 66%

Please feel free to contact our office with any questions or concerns.

Respectfully yours,

A handwritten signature in black ink that reads "William J. Bulger". The signature is written in a cursive style with a large, stylized "W" and "B".

William Bulger

Training Director

WB:en

Tri-City Joint Apprenticeship and Training Committee, Inc.

WILLIAM J. BULGER - DIRECTOR

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Training Director

WB:en

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William Bulger

Training Director

WB:en

[Download as a PDF](#)Business Information**Bullock Utilities, Inc.**

518-756-2104

111 Main St. Ravena,
Ravena, NY 12143

Corporation (Not Publicly Traded)

Business Officer:

Contractor and Subcontractor Registry InformationStatus: **Active**Certificate Number: **26-669P8-CR**Date Issued: **May 22, 2026**Expiration Date: **May 22, 2028**Business Registration Status InformationDoes the business have a NYS DOL Unemployment Insurance Employer
Registration Number? **Yes**Does the business have a Workers' Compensation Board Employer Number? **Yes**Is the business registered as a Minority-and/or Women-owned Business Enterprise
(MWBE)? **No**Apprenticeship InformationIs the business associated with an apprenticeship program? **No**Is the business a sponsor of a program? **No**Is the business a signatory to a group program? **No**Workers' Compensation InformationDoes the business currently have Workers' Compensation Insurance? **Yes**Is the business exempt from Workers' Compensation Insurance? **No**Compliance InformationDoes the business have any outstanding wage assessments with a government
agency? **No**Has the business been debarred within the last 8 years under state or federal
law? **No**Does the business have any final determinations against them for a violation of
labor law or employment tax laws? **No**Does the business have any final determinations for violation of laws
establishing workplace safety standards including the federal Occupational
Safety and Health Act (OSHA)? **No**

Contract #: 2026-1012

Contract Type: standard

Contract Action: new

Procurement Type: Bid

Department: Water Purification District G8130

Date Submitted: 05/18/2026

Contact Person: [Angelo Gaudio],[Dell Langlois],[Tracy Mayer]

Contact Phone: (518)447-1624,(518)447-1618,(518)447-1613

Vendor Info: Fairfield Service Company of Indiana LLC

Estimated Amount: 95000.00

Scope of Services: Chain and Sprockets Replacement for Grit Collectors at North and South Plants - Renewal

Budget Line Item: G98130.44070

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

BID, RFP, RFQ Completed? Yes - Bid

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



DANIEL P. MC COY
COUNTY EXECUTIVE

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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

May 15, 2026

Hon. Daniel P. McCoy
County Executive
112 State Street
Albany, NY 12207

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

Hon. Bruce Hidley
County Clerk
112 State Street
Albany, NY 12207

**Re: Renewal RFB-2025-087 Chain and Sprockets Replacement for
North and South Plants Grit Collectors
Fairfield Service Company of Indiana LLC**

Dear Contract Administration Board:

The Water Purification District is requesting contract authorization to exercise the option for one (1) year renewal with Fairfield Service Company of Indiana LLC (Fairfield) for the supply of chain and sprockets associated with the District's grit collectors. The contract term is for a one (1) year period from July 15, 2026 through July 14, 2027. The total estimated contract value is \$95,000 for the contract term.

Fiscal Impact: 100% County Funded.

Budget Line Item: G98130.44070

A copy of Fairfield's renewal confirmation form is enclosed.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc: Fairfield's renewal confirmation

cc: Wesley Hartmann, Senior Operations Analyst
Quentin Trahan-Crudo, Budget Analyst

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

RE: BID # RFB-2025-087
Chain and Sprockets Replacement

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID # RFB-2025-087 AND WILL HOLD
AWARDED BID PRICES THROUGH July 14, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

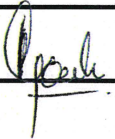
SUBMITTED BY:

VENDOR: Fairfield Service Company of Indiana LLC

REPRESENTATIVE: Priyadarshi Goenak

TELEPHONE # +1 437 775 2356

FAX #: 219-872-4327

SIGNATURE: 

**PLEASE RETURN THIS FORM BY FAX OR EMAIL
TO CONNER MAHON @conner.mahon@albanycountyny.gov or 518-447-7149.**



Hellman Golf Simulator

Save

Overview

Cover Sheet

Financial

Performance

Access

Routing

Documents

Activity



Contract Details

Contract Number: 2026-1061

Contract Name: Hellman Golf Simulator

Start Date: *07/01/2026

End Date: *12/31/2026



Class/Category

Classification *

New Contract

Category *

Standard



Status/Priority

Status *

Draft

Priority *

Normal



Department/Liaison Information

Department(s) *

Parks and Recreation A7410

Liaison(s) *

[James Halios]



This Contract

Contract Amount

59,838.75

Grant Amount

0.00

Contract Authority

CAB

Procurement Type

Bid



County Requirements



Grant Funds

Web Portal Address



Budgeted Funds



BAA



Resolution



MWBE / DBE



Capital Project



Vendor Information

Vendor *

AboutGolf International, LLC

352 Tomahawk Dr
Maumee, OH 43537
(414)482-9095

Vendor Contact

[Bohnsack Eric]

Vendor Signature



Schedule A

Tech
Addendum

Inactive

Fee for Service

ResolutionsFunding Sources

Federal %	0.00
State %	0.00
County %	100.00
Local %	0.00
Other %	0.00

Mandate/Revenue

Non-Mandated
Non-Revenue Contract

WHEREAS, the County desires to obtain services in connection with purchase and installation of a golf simulator for the Hellman Family Wellness Center.

Need for Services

Notes

Save

Close



ALBANY COUNTY PARKS & RECREATION

Daniel P. McCoy, Albany County Executive
Jim 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: Jim Halios, Commissioner

RE: Request to enter into an agreement to purchase and install a golf simulator at the Hellman Family Wellness Center.

DATE: May 22, 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 AboutGolf International LLC, for the purchase and installation of a golf simulator at the Hellman Family Wellness Center, 392 Western Ave, Albany, NY 12203. The requested contract term is valid July 1, 2026 – December 31, 2027 in the amount of \$59,838.75.

The county issued RFB # 2026-062, we received two response. AboutGolf International LLC, was the lowest response bidder.

Please call at 518-447-7192 if you have any questions.





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: James Halios, Commissioner *JH*

RE: Hellman Family Wellness Center Golf Simulator Purchase and Installation

DATE: May 21, 2026

I am recommending that AboutGolf International, LLC be awarded the Hellman Family Wellness Center Golf Simulator Purchase and Installation bid for the maximum amount of \$59,838.75. AboutGolf International LLC were one of two vendors to respond to RFB#2026-062. AboutGolf International, LLC was the lowest responsive bidder.





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 O NEILL
PURCHASING AGENT

MEMORANDUM

TO: James Halios
Parks & Recreation

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 21, 2026

RE: RFB # 2026-062 Hellman Family Wellness Center Golf Simulator Purchase and Installation

I am in receipt of your recommendation to award the aforementioned to AboutGolf International LLC in the amount of \$59,838.75.

As AboutGolf International LLC is the lowest responsible and responsive bidder, I concur with your recommendation.

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

Hello County of Albany,

Thank you for the opportunity to have aboutGOLF bid on this project. As you review our proposal, I wanted to highlight a few key points for consideration:

- We meet all specifications outlined in the bid proposal and can provide any requested specification sheets directly to the County.
- aboutGOLF is located in Glens Falls, New York and can support the County.
- All of our solutions are custom-designed for the specific environment, and the County would work directly with our Design Team to finalize the optimal layout and configuration.
- Attached is our proposal. Please note that we have the flexibility to customize the final package and can adjust components as needed should there be a desire to reduce overall project costs.

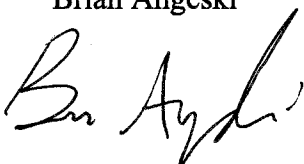
Additional proposal callouts from the RFB:

- *aG Flatscreen – Custom (Commercial)* includes the **full golf simulator package**.
- *Installation and Training Level 1* includes **onsite training**.
- *aG Commercial Subscription* includes **24/7 remote support**.
- *aG Service – Installed Refresh Kit* includes **preventative annual maintenance**.
- *A/V Integration: One-Touch On / One-Touch Off* allows the computer to remain securely locked within a cabinet while still enabling users to power the system on and off without direct access to the computer.
- *Multi-sport* functionality is included.

Please feel free to reach out with any questions. We appreciate the opportunity and look forward to assisting the County with this project.

Thank you,

Brian Angeski

A handwritten signature in black ink, appearing to read "Brian Angeski", written in a cursive style.

COUNTY OF ALBANY

REQUEST FOR BIDS PARKS & RECREATION DEPARTMENT



RFB #2026-062

Hellman Family Wellness Center Golf Simulator Purchase and Installation

**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: Hellman Family Wellness Center Golf Simulator Purchase and Installation
RFB NUMBER: 2026-062

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

Company Name: aboutGOLF International, LLC

Address: 352 Tomahawk Dr

City: Maumee State: OH Zip Code: 43537

Contact Person: Eric Bohnsack

Title: Controller

Phone Number: 419-482-9095 Fax Number: 419-482-9096 E-Mail: eric.bohnsack@aboutgolf.com

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

☐ Yes / ☒ No Brian Angerki, Regional Sales Rep will attend

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: ☒ eric.bohnsack@aboutgolf.com

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

NON-BIDDER RESPONSE

RFB #2026-062

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2026-062

Sealed Bids for Hellman Family Wellness Center Golf Simulator Purchase and Installation as requested by Parks & Recreation Department will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 14, 2026.

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

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
April 23, 2026

PUBLISH ONE DAY -- (April 30, 2026) -- THE EVANGELIST
PUBLISH ONE DAY -- (May 7, 2026) -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: Hellman Family Wellness Center Golf Simulator Purchase and Installation
- 1.2 Requesting Department: Albany County Parks & Recreation Department
- 1.3 Bid Number: **2026-062**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purchase, installation, calibration and staff training of a golf simulator for the Hellman Family Wellness Center.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, MAY 14, 2026**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820 Please make note of the new room number**
Albany, NY 12207

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.5 Bidder must include at least five **GOLF SIMULATOR INSTALLATION**, customer references.

SECTION 8: NOT NEEDED

SECTION 9: DISQUALIFICATION

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

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- 9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:
- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

- 10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.
- 10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via

the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

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

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

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

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

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

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

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

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and

Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

- 12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
- 12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 12.5 All names must be printed or typed below the signature.
- 12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).
- 12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

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

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

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

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

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

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

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability, policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

- 22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
- 22.2 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.3 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

- 26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

"RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter "contractor") as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND (\$250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: ANTI DISCRIMINATION CLAUSE

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

SECTION 30: SUBCONTRACTORS

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

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

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

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

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

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

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

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

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

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

SECTION 34: NOT NEEDED

Bid Specification Documents for Golf Simulator

Specifications / Scope of Work The selected indoor golf simulator must be commercial grade, with high accuracy, and be highly durable. A turnkey package must include design, all equipment and materials, installation, calibration, training, and ongoing support. The simulator must meet all of the following criteria:

Equipment and Materials to be included, but not limited to

- Hitting mat
- Stance/turf
- Turf should be: color green; 1" underlayment size (17.5'x26') and a 2'x3' hitting mat
- Netting/padding for the ceiling and side(s)

Site and Space

- Minimum room clearance (unobstructed): 18' W × 12' H × 24' D
- Flooring level tolerance $\leq 1/4$ " across hitting area
- Safety impact screen must be rated for repeated drive impacts of ≥ 180 mph ball speed

Performance

- Measurement Type: Dual-radar and/or radar & vision hybrid capable of indoor ball flight and club delivery tracking.
- Accuracy targets:
- Ball speed: ± 1.0 mph
- Club speed: ± 1.0 mp
- Launch angle (vert): $\pm 0.5^\circ$
- Azimuth/face/path: $\pm 1.0^\circ$ □ Backspin: ± 100 – 150 rpm
- Sidespin/Spin axis: ± 0.5 – 1.0°
- Carry distance repeatability: ≤ 1 – 2%
- Latency: Real-time feedback suitable for coaching (target end-to-end ≤ 150 ms from strike to display).
- Calibration: Automated or guided calibration workflow; vendor to complete and document final calibration.

Software (Play)

- Course library: Broad selection suitable for recreation; significant number of PGA Tour venues and elite courses.
- Practice modes: Driving range, target practice, wedge combines, custom skill tests, bag mapping/yardage gapping.
- Competition: Stroke play, match play, scrambles, online events/leagues, handicapping support if available.

- User management: Player profiles (public), session logging.
- Content updates: Regular updates included during support term.

Display & A/V

- Projector: Minimum 1080p native (preferred 4K); $\geq 5,000$ ANSI lumens; throw ratio compatible with 15' width; low input lag for smooth ball flight.
- Impact screen: Seamless image area $\geq 165''$ diagonal (or full room width), minimal bounce-back, HD-capable.
- Audio: Integrated speakers/soundbar for ceremonies/events; safe mounting.

Enclosure & Hitting Surface of Enclosure

- Side curtains or wall pads to protect finishes and reduce glare.
- Mats/Turf: Commercial-grade stance mat + replaceable hitting insert; putting surface with true-roll to screen; replaceable wear components.
- Turf should be: color green; 1" underlayment size (17.5'x26') and a 2'x3' hitting mat

Training & Documentation

- On-site training: Minimum of 4 hours for staff to review setup, calibration, reporting, coaching tools, and rental workflow.
- Quick-start guides: Printed and PDF copies, and laminated 1page public quick start for rentals.
- As-builts: Final wiring diagram, projector throw calc, PC image/version manifest, calibration report.

Services/Support & Warranty of Availability

- 7-day/week technical support.
- Remote support: Remote desktop capability for diagnostics/updates (with University approval).
- Warranty: Sufficient warranty policy.
- Preventive maintenance: Annual (or semi-annual) inspection & re-calibration included or priced.

Installation & Timeline

- Turnkey scope: Delivery, rigging, electrical low-voltage terminations, mounting, PC imaging, software licensing, calibration, testing, training, and cleanup.
- Schedule: Substantial completion within 6 - 10 weeks of Purchase Order (PO). Bidders provide a firm lead time.
- Electrical (owner to provide unless included):
- Dedicated (2) 20A, 120V circuits (projector + PC/AV/launch monitor).
- Convenience outlets near PC and projector/ceiling.
- Data: One RJ-45 home-run to PC location.

- Environmental: Maintain 65–75°F, low dust, stable lighting; vendor to specify min/max temp & humidity.
- Owner will remove old flooring, Vendor is responsible for prepping bare floor and installing new turf per manufacturers recommendation.

Acceptance Testing (Albany County will witness vendor-led test)

- Verify measurement accuracy against known standards/fixtures per vendor procedure; provide printed Calibration & Accuracy Report.
- Validate sample shots (wedge, iron, driver) for spin/launch consistency and carry repeatability. o No vignetting/keystone distortion; image fills screen.
- Latency within spec (visual demo).
- Course library and practice tools licensed and functioning. o Player profiles, cloud sync, and export/reporting working

Health, Safety & Compliance

- Impact area signage (eye protection recommended, one player hitting at a time).
- Emergency stop or clear, rapid “pause” function at console.
- ADA: Clear approach to hitting area; controller/console reachable; provide stool/chair space.
- Code compliance: All mounts/anchors per manufacturer; low smoke plenum cable where required.

Alternatives/Optional Features

- 4K projector upgrade o Second hitting position or left/right-handed auto-switch
- High-speed video cameras with club marker kits
- Ball-capture camera for putting/short-game enhancement

Kathy Hochul, Governor



Roberta Reardon, Commissioner

Albany County

Tina King, Senior Spec Tech
112 State Street
Albany NY 12207

Schedule Year 2025 through 2026
Date Requested 04/27/2026
PRC# 2026011684

Location Hellman Family Wellness Center
Project ID# 2026-062
Project Type purchase, installation, calibration and staff training of a golf simulator for the Hellman Family Wellness Center

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hellman Family Wellness Center Golf Simulator Purchase and Installation
Bid Number: 2026-062

THIS BID 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 BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
------	--------

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

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

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:
- Brian Angeski
-
- Regional Sales Associate
-
- brian.angeski@aboutgolf.com
-
- Phone: 415-312-4833
-
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hellman Family Wellness Center Golf Simulator Purchase and Installation
Bid Number: 2026-062

Golf Simulator Package	\$ \$44,175
Remote Support	\$ \$2,375
Preventive Annual Maintenance	\$ \$2,100
Onsite Training	\$ \$3,000

COMPANY: aboutGolf International, LLC
ADDRESS: 352 Tomahawk Dr
CITY, STATE, ZIP: Maumee, OH 43537
TEL. NO.: 419-482-9095
FAX NO.: 419-482-9096
FEDERAL TAX ID NO.: 41-2684969

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

REPRESENTATIVE: Brian Angeski
E-MAIL: brian.angeski@aboutgolf.com
SIGNATURE AND TITLE

Signed by: <u>Brian Angeski</u> 486AA73DF2A74A3...	<u>Regional Sales Associate</u>
--	---------------------------------

DATE 5/11/2026

BF3

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

Signed by:

Brian Augski

4BBAAT3DF2A74A3...

Signature

Regional Sales Associate

Title

aboutGOLF

Company Name

5/11/2026

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

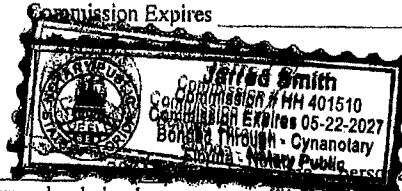
Qualified in _____

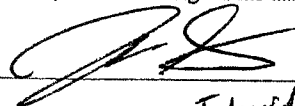
Commission Expires _____

 If Corporation:

STATE OF FL)
COUNTY OF Broward) SS.:

On this 6th day of May, 200__, Eric Bohmstedt personally appeared to me known, who, being by me sworn, did say that he resides at (give address) 352 Tamahawk Dr; that he is the (give title) Controller of the (name of corporation) about Golf International LLC, 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 Florida

Qualified in Broward

Commission Expires 05-22-2027

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>aboutGolf International, LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>41-2681969</i> b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD: <i>aboutGolf</i>		5. WEBSITE ADDRESS (if applicable) <i>aboutgolf.com</i>	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>352 Tomahawk Dr. Maumee, OH 43537</i>		7. TELEPHONE NUMBER <i>419-482-9095</i>	8. FAX NUMBER <i>419-482-9096</i>
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> <i>79 Warren St. 2nd Floor, Glens Falls, NY 12801</i>		10. TELEPHONE NUMBER <i>518-744-6326</i>	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name <i>Eric Bohnsack</i> Title <i>Controller</i> Telephone Number <i>419-482-9095 ext 226</i> Fax Number <i>419-482-9096</i> e-mail <i>eric.bohnsack@aboutgolf.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>Brett Campbell</i>	TITLE <i>Board Chairman</i>	b) NAME	TITLE
c) NAME <i>Jim Karides</i>	TITLE <i>Board Chairman</i>	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 <i>See space after question #21</i>	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

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

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

☐ Yes ☒ No

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.

Question 14

aboutGolf International LLC was assigned the assets & liabilities of aboutGolf Global, Inc (FEIN: 83-0787389) as the company restructured. aboutGolf International is owned by aboutGolf Holdings, LLC. (FEIN: 41-2707920).

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.

FEIN //

CERTIFICATION:

The undersigned certifies that he/she:

- Signature of Owner**

Printed Name of Signatory BRETT COMPTON

Title Executive Chairman



Jarred Smith
 Commission # HH 401510
 Commission Expires 05-22-2027
 Bonded Through - Cynanotary
 Florida - Notary Public

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

Controller

Title

aboutGolf International, LLC

Company Name

5/6/2016

Date

Customer References

Client: The Gregor
Contact: Jay Rice
Phone: 248-705-4386
Email: jay@gpcgolf.com

Client: Urban Golf
Contact: Nathan Newport
Phone: 530-513-4261
Email: natenewport@thefairfieldfw.com

Client: Fore Golfers
Contact: Kim Rist
Phone: 419-290-8151
Email: foregolfersltd@yahoo.com

Client: The NRP Group
Contact: Ben Audrain
Phone: 240-780-2210
Email: baudrain@nrpgroup.com

Client: IA Sports
Contact: Tim Cutshall
Phone: 817-913-7767
Email: tim.cutshall@gmail.com

Products & Services (All Prices in USD)

Item Name	Item Description	Item Rate	Discount	Qty	Total
	aG Flatscreen - Custom (Commercial)				
	- aG 3Trak Software and Patented 3Trak Launch Monitor				
	- aG Update Center Software				
	- High Definition Laser Projection System				
	- Custom Built High Performance aG Computer				
	- 23 Inch High Resolution Touchscreen				
	- Frame Enclosure or Hardwall Components				
	- aG Custom Rackmount Enclosure with Glass Door & Active Cooling				
aG Flatscreen - Custom (Commercial)	- Power Conditioning & Power Surge Suppression	\$46,500.00	\$2,325.00	1.00	\$44,175.00
	- Studio Quality Speakers				
	- Premium Quality Video & Data Cables				
	- Dual Purpose Impact & Projection Screen				
	- 1 1/4" One Putt Turf Flooring System				
	- Premium Ball Striking & Stance Mats				
	- Ceiling Baffles, Screen Carpets & Impact Padding				
	- aG Design Services providing Build-To drawings and Dimensions				
	- 10 Dozen Standard Balls				
	- Tee Kits				
aG Kit - Multisport Add On	aG Multisport Add On				
	-Powered by Intel RealSense Technology	\$3,500.00	\$175.00	1.00	\$3,325.00
	The aG GOLFER Commercial Subscription Plan				
	- 1 Year Term (ANNUAL FEE)				
aG Commercial Subscription - GOLFER	aG Proprietary Software Package w/ Software & Firmware Updates via the aG Update Center	\$2,500.00	\$125.00	1.00	\$2,375.00
	aG Premium Course Library (90+ Courses)				
	GS Pro Integration				



**GOLF,
YOUR
WAY.**

aboutGOLF

Custom Simulator Quote

Prepared For: Albany County Parks & Recreation

Main Contact: Jim Halios

Bill To:

Ship To:

Email: james.halios@albanycountyny.gov

Phone:

Quote #: 00018479

Creation Date: 5/11/2026

Expiration Date: 6/30/2026

PO Number:

Sales Representative: Brian Angeski

Phone: 800.445.GOLF

Golf, Your Way.

Albany County Parks & Recreation Custom Quote Page #1

	Full Driving Range Suite + Exclusive Michael Breed 360 Range Access to Online Games + Contests Entertainment Package including Games, Contests, and Challenge Modes Premium Technical Support + Service Remote Health Monitoring Annual Care Package (2 dozen balls per sim + Tee Kits) Clubhouse Business Management Suite Custom Advertising Kit This SKU is to be used for selling installed Flatscreen refresh kits to clients located within driving distance of Maumee. The refresh kit includes Hitting Strip, Stance Mat, Top Carpet Pad, First Baffle, and Front Screen and 18" cable ties all to sim spec. aG will install these items and perform full service maintenance on the bay while onsite.				
aG Service - Installed Refresh Kit - Flatscreen (Drivable Region)		\$2,100.00	\$0.00	1.00	\$2,100.00
aG A/V Integration - AUTOMATION ONLY PACKAGE	The Audio Video Integration - Automation Only (No Media Elements) - Premium Soundbar Speaker - Single Button Start Up Shutdown - Diagnostic and Monitoring - Additional Control & Functionality	\$3,225.00	\$161.25	1.00	\$3,063.75
aG Service - Installation & Training - Level 1	aG Installation & Training Services - Per Simulator - Standard Installation - For: Wide Screen - For: Classic - For: Compact Classic	\$3,000.00	\$0.00	1.00	\$3,000.00
aG Logistics - Shipping & Handling	aG Shipping & Handling Services - Amounts are ESTIMATED - The final invoiced amount will vary - Actual amount billed on final invoice	\$0.00	(\$1,800.00)	1.00	\$1,800.00

Subtotal \$59,838.75

Signature: _____

Tax (Est.)

Printed Name:

Shipping & Handling (Est.)

Date:

Total (USD)

\$59,838.75

By Signing this Document, you are agreeing to the aboutGOLF Terms and Conditions.

Terms & Conditions

Deposit Terms: 50/30/20

Term Length (Months): 12

Contract Start Date: 10/1/2026

Contract End Date: 10/1/2027

We appreciate your business.

The Subscription term is subject to change and will start based upon the Simulator(s) Installation date.

By Signing this Document, you're agreeing to the aboutGOLF terms and conditions.

-
- ****Please reference SCHEDULE 2: CUSTOMER PRE-INSTALLATION SITE PREPARATION REQUIREMENTS****

Upon acceptance of this document, you'll receive an email with a secure link to input either Credit Card or ACH information to have on file.

Please remit payment via CC Wire/ACH or check.

Check payments can be sent to

AboutGOLF

352 Tomahawk Dr.

Maumee, OH. 43537



aboutGOLF STANDARD DRAWINGS

aG Flatscreen™ HARDWALL SIMULATOR

Featuring: 3 Camera aG Flix System & Multisport

OVERVIEW:

A Hardwall Simulator is a client-built surround where aG components mount to the ceiling and the screen stretches from wall to wall and to the ceiling (Hard Top) or an aG supplied top frame (Soft Top). This creates a custom, built-in look and includes the screen system, baffles and padding, flooring system, computer, touchscreen, tracking unit, essential cables and all of our latest software. A Hardwall can have a Hard or Soft top. A Hard top simulator requires plywood and carpet on the walls and ceiling.

A Soft top simulator requires plywood only on the walls and includes an aG supplied aluminum frame that supports the ceiling protection. Both types require conduit and electrical connections in the walls and ceiling. aboutGOLF designers will work with your team closely to ensure your simulator will fit perfectly within the space. The Hardwall Simulator can accommodate Curve, Flatscreen and Impact simulator models and can be used in either residential or commercial applications.

Best Uses:

Hardwall simulators work well for residential projects where clients want their simulator space to blend with the rest of their home. In commercial projects, Hardwall style simulators are used to create privacy between spaces and for VIP experiences.

SHEET LIST

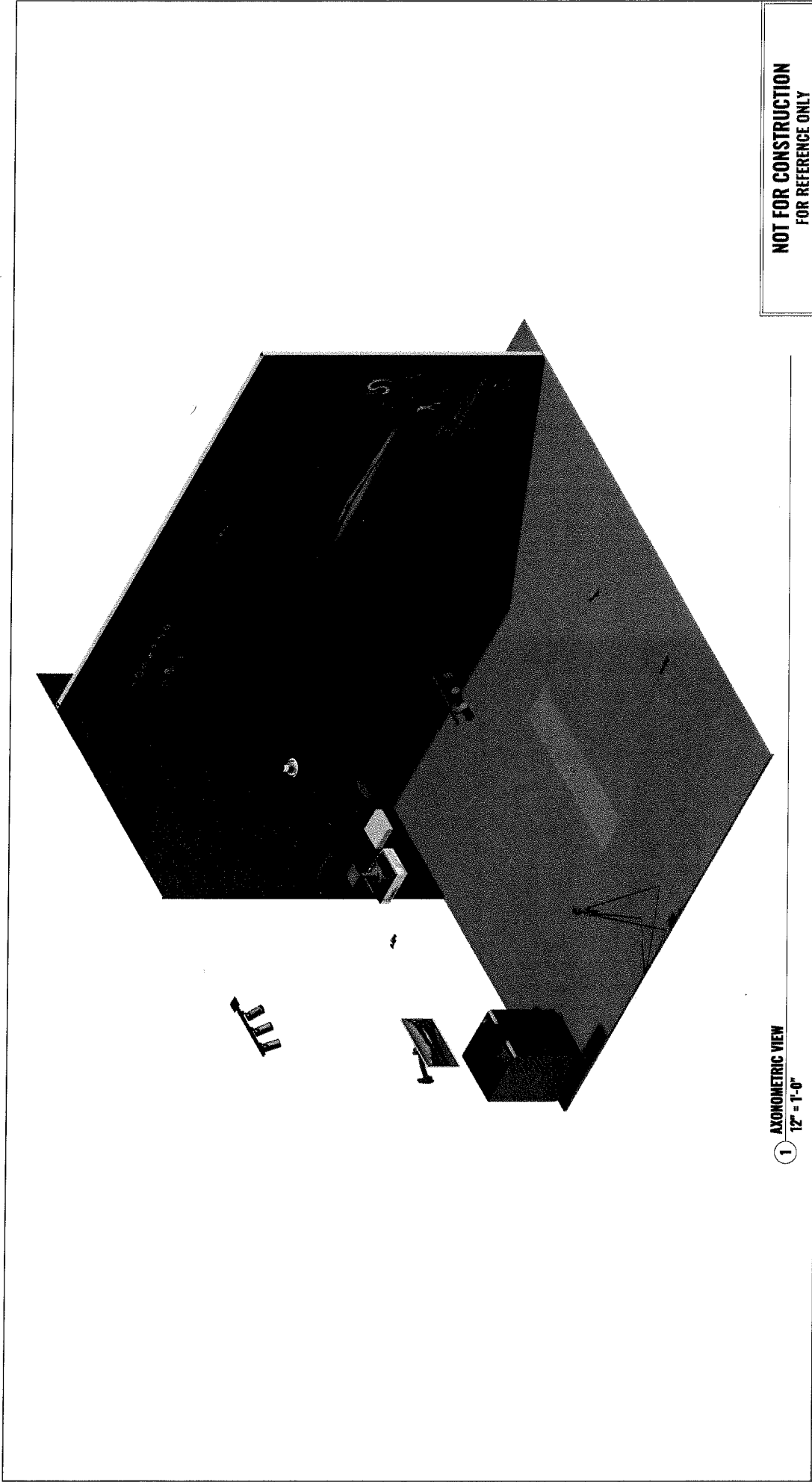
GN101	RENDERINGS
GN102	GENERAL NOTES
A101	FLOOR PLAN
A201	REFLECTED CEILING PLAN
A301	SECTION
A401	ELEVATION

NOT FOR CONSTRUCTION
FOR REFERENCE ONLY

NOTE: aG SIMULATORS ARE CUSTOM DESIGNED TO FIT EACH UNIQUE SPACE AND DIMENSIONS ON THIS SET OF DRAWINGS ARE FOR REFERENCE ONLY.

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Maumee, Oh 43537
800.445.GOLF
aboutgolf.com





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 352 Tomahawk Dr. Maumee, Oh 43537 800.445.GOLF 419.482.9096 aboutgolf.com	PROJECT: aboutGOLF STANDARD DRAWINGS aG Flatscreen™ HARDWALL SIMULATOR Featuring: 3 Camera aG Flex System & Multisport	3Trak®: ISU	IMAGE SIZE: 16:10 ASPECT RATIO 13'-6" x 8'-5"	RENDERINGS SCALE: 12" = 1'-0" SALES ORDER: N/A DATE: 2025 DRAWN BY: KMV	GN101
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419.482.9096
aboutgolf.com

PROJECT:
aboutGOLF STANDARD DRAWINGS
aG Flatscreen™ HARDWALL SIMULATOR
Featuring: 3 Camera aG Flex System &
Multisport

3Trak®:
ISU

IMAGE SIZE:
16:10 ASPECT RATIO
13'-6" x 8'-5"

RENDERINGS
SCALE: 12" = 1'-0"
SALES ORDER: N/A
DATE: 2025
DRAWN BY: KMV

GN101

WARNING:

BEFORE BEGINNING WORK WITHIN THE SIMULATOR ROOM(S), PLEASE CONTACT aboutGOLF DESIGN DEPARTMENT TO CLARIFY DRAWINGS AT 419-482-9095.

PRINTING NOTE: aboutGOLF DRAWINGS ARE INTENDED TO BE PRINTED IN COLOR ON 11" x 17" PAPER. IF YOU ARE UNABLE TO PRINT AS REQUIRED, PLEASE CONTACT aboutGOLF AND DRAWING SETS WILL BE SHIPPED TO YOU.

GENERAL NOTES:

EACH SIMULATOR SHOULD BE POWERED BY (1) DEDICATED 20 AMP CIRCUIT.

EACH SIMULATOR REQUIRES (1) DATA PORT AT THE COMPUTER LOCATION FOR INTERNET CONNECTIVITY.

6" MIN. OF CLEARANCE IS REQUIRED ON THE RIGHT AND LEFT SIDE OF ENCLOSURE.

18" MIN. OF CLEARANCE IS REQUIRED BETWEEN SCREEN AND REAR WALL.

6" MIN. OF CLEARANCE IS REQUIRED BETWEEN TOP OF ENCLOSURE AND CEILING.

aboutGOLF RECOMMENDS 10'-0" MIN TEE TO SCREEN DISTANCE, 7'-0" MIN. SWING CLEARANCE, 15'-0" MIN. SIMULATOR WIDTH AND 10'-0" MIN. CEILING HEIGHT. DISTANCE BELOW THESE MINIMUMS WILL NEED TO BE REVIEWED WITH THE aboutGOLF DESIGN DEPARTMENT.

aboutGOLF TERMINOLOGY:

- REAR WALL: WALL THE GOLFER IS HITTING TOWARD. THIS IS THE WALL BEHIND THE SCREEN.
- RIGHT SIDE: TO THE RIGHT AS YOU ARE LOOKING AT THE SCREEN.
- LEFT SIDE: TO THE LEFT AS YOU ARE LOOKING AT THE SCREEN.
- ENTRANCE END OF THE SIMULATOR: OPPOSITE END OF THE SIMULATOR OF THE SCREEN.

CUSTOMER RESPONSIBILITIES:

THE CUSTOMER OR CUSTOMER'S CONTRACTOR:

- PERFORM AS THE CUSTOMER'S POINT PERSON TO aboutGOLF DURING DESIGN AND INSTALLATION.
- HANDLE ANY ON-SITE CONSTRUCTION ACTIVITY.
- PROVIDE AS-BUILT SITE MEASUREMENTS, SITE PICTURES, AND PRINTS AS NEEDED.
- BE ON CALL DURING DESIGN PROCESS AND INSTALLATION.
- RECEIVE SHIPMENT OF SIMULATOR IF aboutGOLF IS NOT DELIVERING.

CUSTOMER RELATED REQUIREMENTS:

- INSTALL ADDITIONAL ROOM LIGHTING PER CUSTOMER REQUEST.
- HANDLE ROOM FINISH WORK, CARPENTRY, AND PAINT.
- PROVIDE LIGHT BLOCKING SHADES FOR ANY WINDOWS IN SIMULATOR AREA TO PREVENT WASHING OUT THE PROJECTED IMAGE.
- HAVE THE SITE CLEAR, CLEAN, AND READY FOR INSTALLATION PRIOR TO aboutGOLF ARRIVAL.
- SITE MUST BE ACCESSIBLE FOR aboutGOLF INSTALLERS TO GET EQUIPMENT INTO BUILDING AND SIMULATOR ROOM.
- IF CONSTRUCTION WORK IS BEING DONE IN OTHER AREAS, THE SIMULATOR ROOM SHOULD BE SEALED OFF.
- ALL CONSTRUCTION ACTIVITY IN THE SIMULATOR ROOM MUST BE DONE PRIOR TO THE INSTALLATION INCLUDING, BUT NOT LIMITED TO: DRYWALL, WALL SHEATHING AND CARPET, PAINT, CUSTOMER FLOORING, MILLWORK, FINISH ELECTRICAL WORK AND CONDUIT, AND A/V WORK.
- THE CUSTOMER SHOULD IDENTIFY AND BRING NOTICE TO ITEMS THAT COULD CAUSE POTENTIAL PROBLEMS DURING THE SIMULATOR INSTALLATION. SOME EXAMPLES ARE: RADIANT HEAT LINES, SPRINKLER SYSTEM, HVAC AND PLUMBING RUNS, COLUMNS, BEAMS, POST, MISC., OBSTRUCTIONS, ALARM SYSTEM EQUIPMENT, ROOM SHAPE IRREGULARITIES, ETC.
- ALL ELECTRICAL JUNCTION BOXES MUST BE HOT AND CLOSED AS SPECIFIED. aboutGOLF WILL NOT WIRE ELECTRICAL OUTLETS.



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PROJECT:
aboutGOLF STANDARD DRAWINGS
aG Flatscreen™ HARDWALL SIMULATOR
Featuring: 3 Camera aG Flx System & Multisport

3Trak®:
ISU

IMAGE SIZE:
16:10 ASPECT RATIO
13'-6" x 8'-5"

GENERAL NOTES
SCALE:
SALES ORDER: N/A
DATE: 2025
DRAWN BY: KMY

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FOR REFERENCE ONLY**

GN102

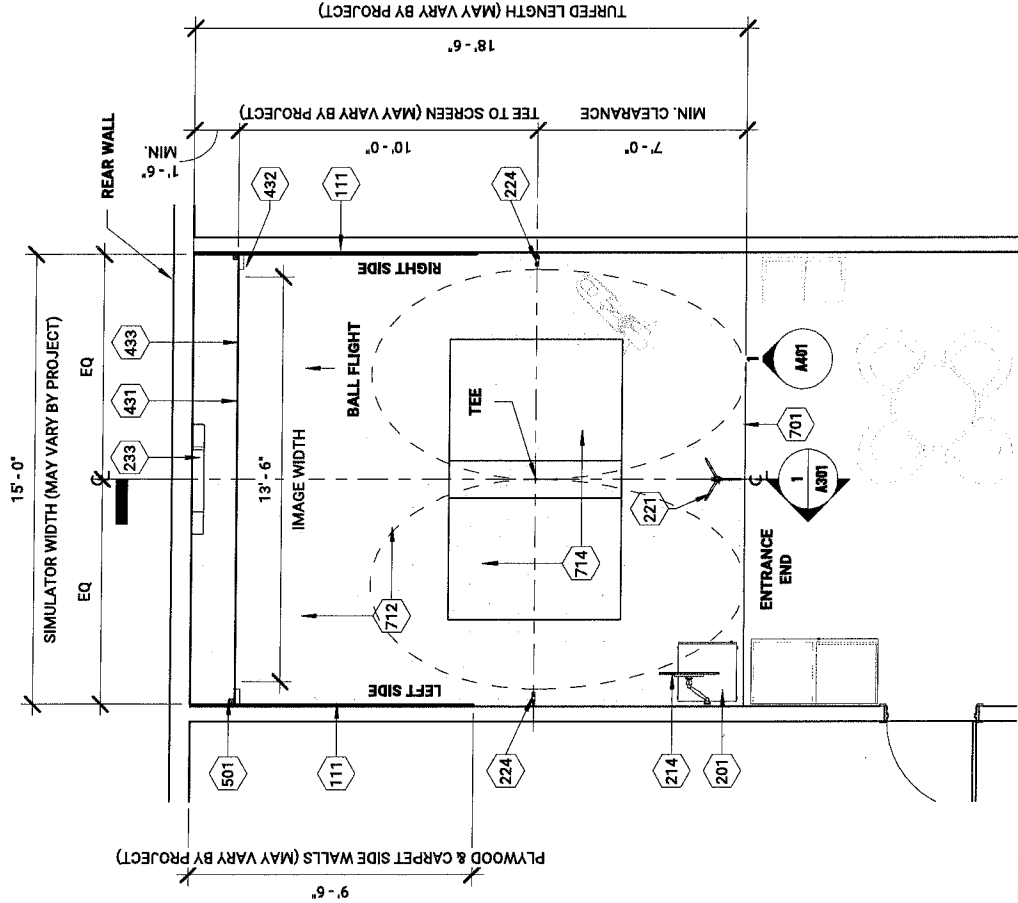
GENERAL NOTES:

aG FlatScreen™ HARDWALL STYLE SIMULATOR: 15'-0" WIDE x 18'-6" LONG x 10'-6" HIGH.
MAX IMAGE SIZE: 13'-6" WIDE x 8'-5" HIGH [16:10 ASPECT RATIO]. ACTUAL DIMENSIONS MAY VARY BY PROJECT

- aboutGOLF RECOMMENDS 15'-0" MINIMUM SIMULATOR WIDTH, 10'-0" MINIMUM SIMULATOR HEIGHT, 18" MINIMUM CLEARANCE BEHIND THE SCREEN, 6" ALONG THE SIDES AND ABOVE THE TOP OF THE SIMULATOR, AND 7'-0" MINIMUM SWING CLEARANCE BEHIND THE TEE. DISTANCES BELOW THESE MINIMUMS MUST BE DISCUSSED WITH THE aG DESIGN TEAM.
- THE TOP OF THE SIMULATOR ENCLOSURE CAN BE MADE OF NET MATERIAL IF SPRINKLERS ARE LOCATED ABOVE THE SIMULATOR - CLIENT TO ADVISE.
- CLIENT TO PROVIDE FLOORING TRANSITION AT END OF TURF.
- ELECTRICAL DRAWINGS TO BE INCLUDED IN CLIENT'S DESIGN SET.
- CLIENT TO PROVIDE LIGHT BLOCKING SHADES FOR ALL WINDOWS IN SIMULATOR AREA.

KEYNOTE LEGEND

111	5/8" PLYWOOD AND CARPET SIDE WALL (FLOOR TO CEILING), BY CLIENT.
201	COMPUTER CABINET, COMPUTER, WIRELESS KEYBOARD & MOUSE, BY aG. COMPUTER CAN ALSO BE LOCATED IN A CUSTOM CABINET, BY CLIENT.
214	27" TOUCH SCREEN MONITOR ON SWING ARM MOUNT ATTACHED TO WALL, BY aG.
221	aG Flix® CAMERA ON PORTABLE TRIPOD, BY aG (IF PURCHASED).
224	aG Flix® CAMERA ATTACHED TO WALL, BY aG (IF PURCHASED).
233	SOUNDBAR SPEAKER ATTACHED TO WALL, BY aG (IF PURCHASED).
431	2-PIECE FABRIC SCREEN ATTACHED TO FRAME, BY aG. MAINTAIN 18" CLEARANCE BEHIND SCREEN AT ALL TIMES.
432	FABRIC WRAPPED FOAM PADDING OVER FRAME, BY aG.
433	CARPET SCREEN PADDING, BY aG.
501	2x2 ALUMINUM POST ATTACHED TO FLOOR, BY aG.
701	END OF TURF - TRANSITION TO ADJACENT FLOORING, BY CLIENT.
712	1 1/4" HIGH TURF, BY aG - 5/8" TALL GREEN TURF OVER 5/8" TALL INTERLOCKING FOAM TILES.
714	CENTER STRIKE HITTING CONFIGURATION, BY aG - (2) GREEN STANCE MATS, (1) GREEN HITTING STRIP - RECESSED INTO SURROUNDING TURF.



1 FLOOR PLAN
1/4" = 1'-0"

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PROJECT:
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aG FlatScreen™ HARDWALL SIMULATOR
Featuring: 3 Camera aG Flix System & Multisport

3Trak®:
ISU

IMAGE SIZE:
16:10 ASPECT RATIO
13'-6" x 8'-5"

FLOOR PLAN

SCALE: 1/4" = 1'-0"
SALES ORDER: N/A
DATE: 2023
DRAWN BY: KMW

A101

aG FlatScreen™ HARDWALL STYLE SIMULATOR: 15'-0" WIDE x 18'-6" LONG x 10'-6" HIGH.
MAX IMAGE SIZE: 13'-6" WIDE x 8'-5" HIGH [16:10 ASPECT RATIO]. ACTUAL DIMENSIONS MAY VARY BY PROJECT

- ## KEYNOTE LEGEND

104	SIMULATOR REQUIRES IN-CEILING/WALL CONDUIT, ELECTRICAL RECEPTACLES AND ACCESS PANELS. DETAILS AND LOCATIONS WILL BE INCLUDED IN THE DESIGN DRAWINGS.
111	5/8" PLYWOOD AND CARPET SIDE WALL (FLOOR TO CEILING), BY CLIENT.
112	5/8" PLYWOOD AND CARPET CEILING, BY CLIENT.
242	3/4" ISU - TRACKING UNIT ATTACHED TO CEILING, BY AG. BLOCKING BY CLIENT REQUIRED.
254	LASER PROJECTOR ATTACHED TO CEILING, BY AG. BLOCKING BY CLIENT REQUIRED.
293	MULTISPORT CAMERA ON MOUNT ATTACHED TO ISU, BY AG (IF PURCHASED).
431	2-PIECE FABRIC SCREEN ATTACHED TO FRAME, BY AG. MAINTAIN 18" CLEARANCE BEHIND SCREEN AT ALL TIMES.
433	CARPET SCREEN PADDING, BY AG.
453	FABRIC BAFFLE ATTACHED TO CARPETED PLYWOOD CEILING, TYP. BY AG.
509	ALUMINUM SCREEN BEAM LAGGED INTO PLYWOOD CEILING, BY AG.
E31	RECESSED LIGHT OVER TEE, BY CLIENT. LIGHT MUST BE SWITCHED SEPARATELY FROM OTHER ROOM LIGHTING. SWITCH TO BE LOCATED NEAR TOUCH SCREEN MONITOR. CLIENT TO DETERMINE FIXTURE TYPE.
E43	AG FLIK® TRACK LIGHT FIXTURE ATTACHED TO CEILING, TYP. FIXTURE SUPPLIED BY AG AND INSTALLED BY CLIENT (IF PURCHASED)

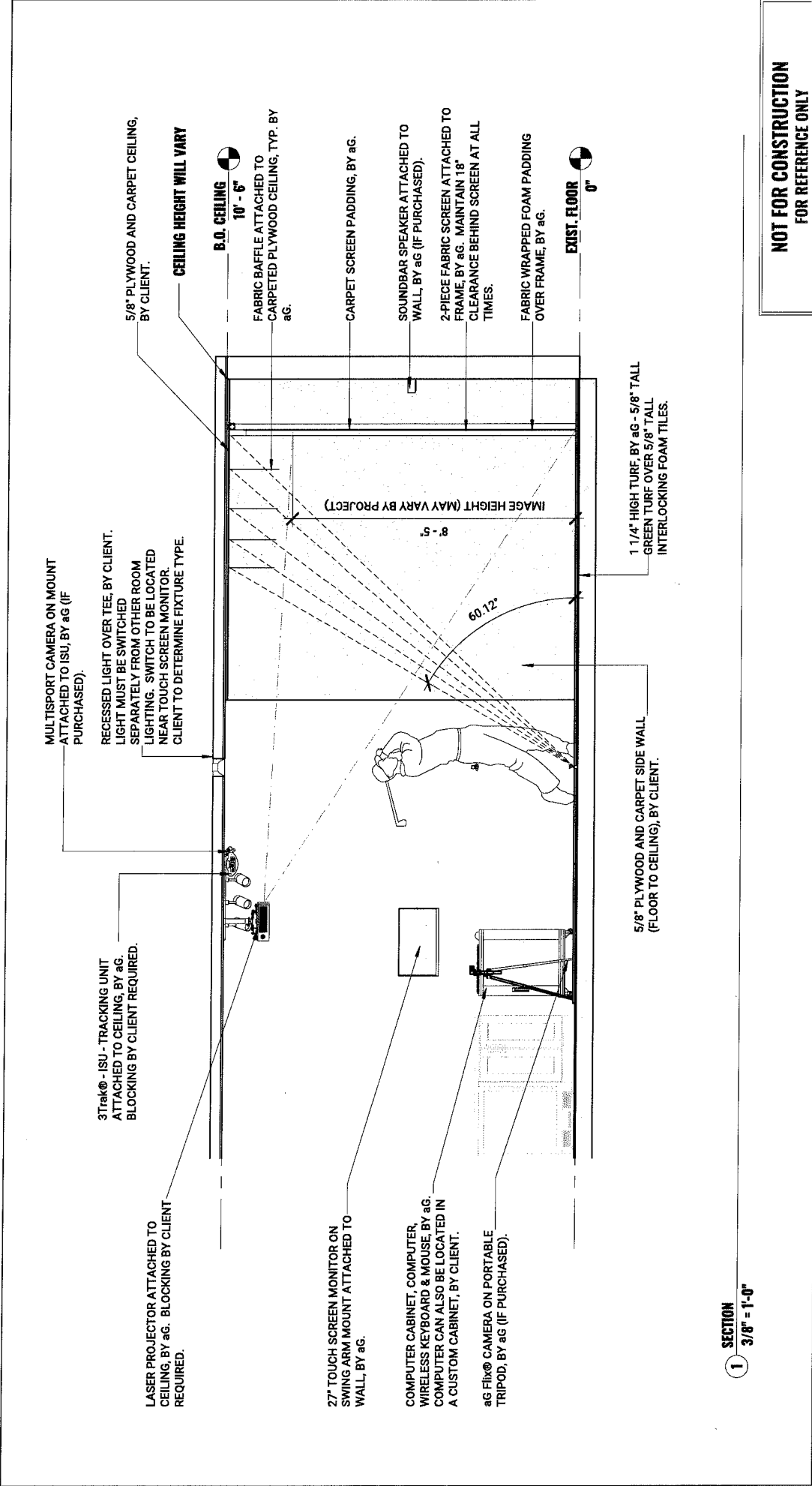
**NOT FOR CONSTRUCTION
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PROJECT:
aboutGOLF STANDARD DRAWINGS
aG Flatscreen™ HARDWALL SIMULATOR
Featuring: 3 Camera aG Flx System &
Multisport

IMAGE SIZE:
16:10 ASPECT RATIO
13'-6" x 8'-5"

REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"
SALES ORDER: N/A
DATE: 2025
DRAWN BY: KMV

A201



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PROJECT:
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Featuring: 3 Camera ag Flix System & Multisport

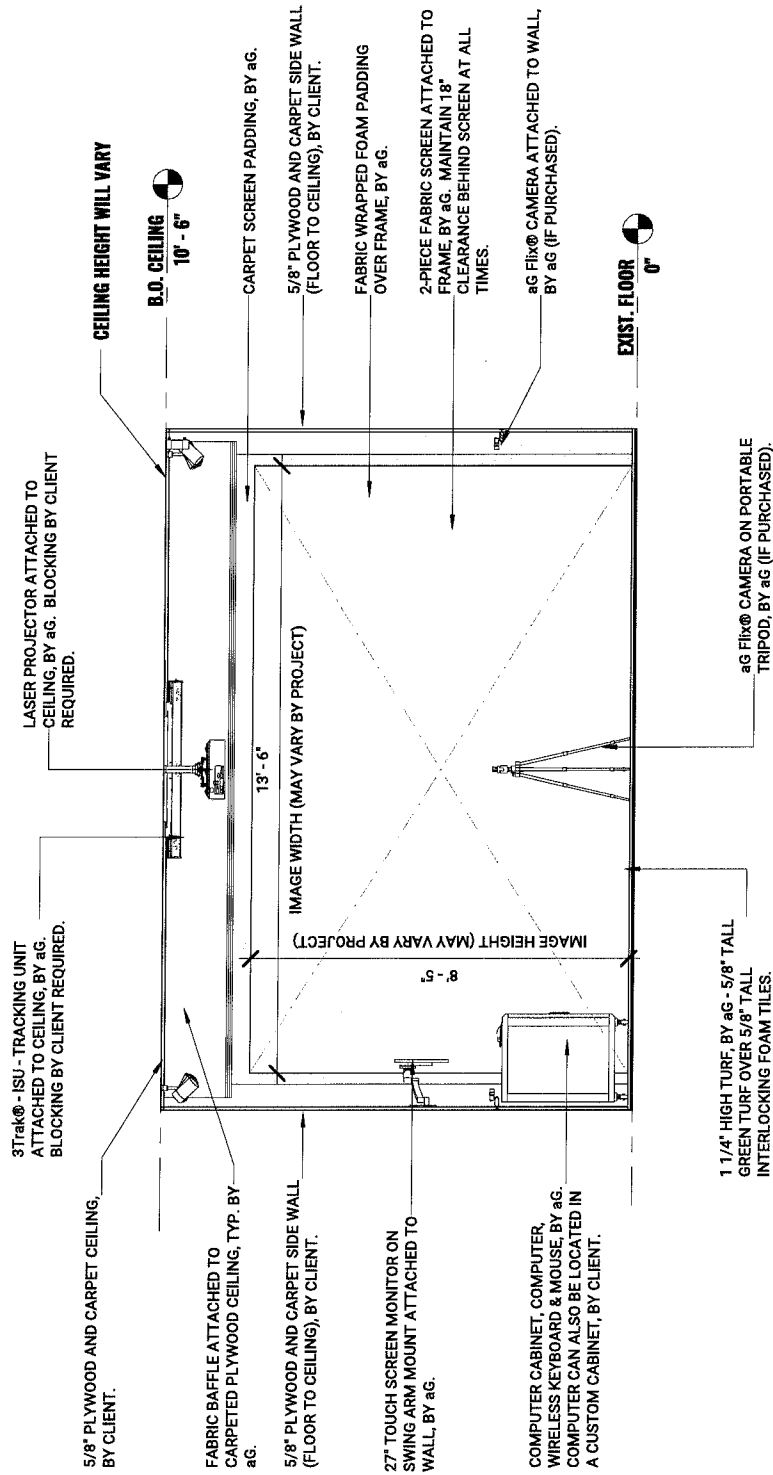
3Trak®:
ISU

IMAGE SIZE:
16:10 ASPECT RATIO
13'-6" x 8'-5"

SECTION
SCALE: 3/8" = 1'-0"
SALES ORDER: N/A
DATE: 2025
DRAWN BY: KMV

A301

**NOT FOR CONSTRUCTION
FOR REFERENCE ONLY**



ELEVATION
3/8" = 1'-0"

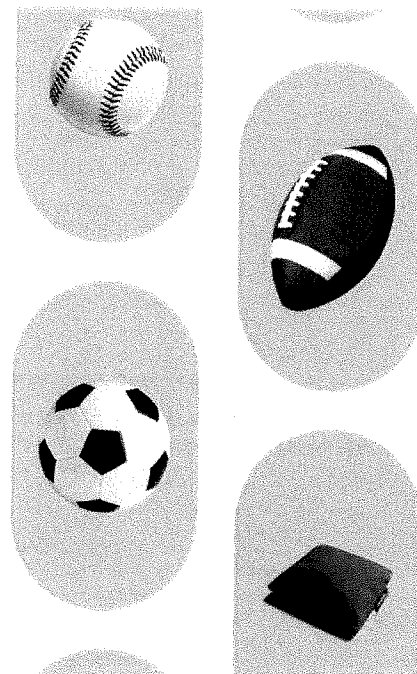
ELEVATION
3/8" = 1'-0"

Multisport

Many Sports, One Platform

Introducing the ultimate sports experience for golf enthusiasts - the Multisport Add-On for your golf simulator. Unlock a world of excitement and versatility as you expand your golf simulator capabilities beyond the fairways. With this cutting-edge add-on, you can now immerse yourself in a variety of thrilling sports like baseball, soccer, basketball, and more, right from the comfort of your home. Sharpen your skills, challenge friends, or simply enjoy a fun-filled time with family as you engage in interactive and realistic sports simulations. Enhance your training, diversify your entertainment options, and take your simulator to new heights with the Multisport Add-On - the perfect fusion of golf and beyond.

Starting at \$3,750



8 Different Experiences! With More Being Added All the Time!



Baseball
(2 Game Modes)



Football



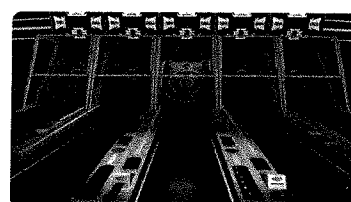
Soccer
(2 Game Modes)



Cornhole



Stickball



Skeeball



What's Included?



**Multisport Depth
Sensing Camera**



Assorted Implements
Soccer Balls, Footballs, Bean Bags,
Playground Balls, Baseballs, Tee & Bat

QUESTIONS?

aboutGOLF.com/multisport | sales@aboutGOLF.com | 800.445.GOLF

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: Hellman Family Wellness Center Golf Simulator Purchase and Installation
RFB NUMBER: 2026-062

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

Company Name: Quakellogic Inc.

Address: 2008 Opportunity Dr. Suite 130

City: Roseville State: CA Zip Code: 95678

Contact Person: Dr. Erol Kalkan, P.E.

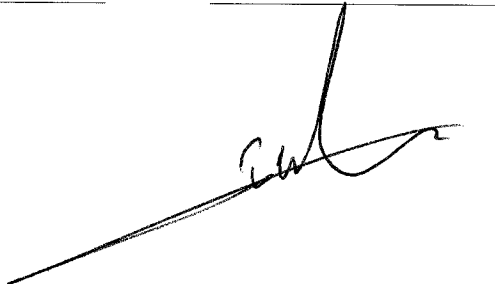
Title: Chief Executive Officer (CEO)

Phone Number: +1 (916) 899-0391 Fax Number: _____ E-Mail: sales@quakellogic.net

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: sales@quakellogic.net





COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hellman Family Wellness Center Golf Simulator Purchase and Installation

Bid Number: 2026-062

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

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

Date

Number

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

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

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

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

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

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

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

QuakeLogic Inc.

2008 Opportunity Dr., Suite 130 Roseville, CA 95678

Phone: +1 (916) 899-0391 +1 650 353 8627

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

BF2

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hellman Family Wellness Center Golf Simulator Purchase and Installation

Bid Number: 2026-062

Golf Simulator Package	\$ 72,500
Remote Support	\$2,000
Preventive Annual Maintenance	\$4,000
Onsite Training	\$ 1,000

COMPANY: Quakellogic Inc.

ADDRESS: 2008 Opportunity Dr. Suite 130

CITY, STATE, ZIP: Roseville, CA 95678

TEL. NO.: +1 (916) 899-0391

FAX NO.: _____

FEDERAL TAX ID NO.: 84-2998411

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

REPRESENTATIVE: Dr. Erol Kalkan, P.E.

E-MAIL: sales@quakellogic.net

SIGNATURE AND TITLE Erol Kalkan
CEO
QuakeLogic Inc.

DATE May 5, 2026

BF3



ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF California)
COUNTY OF Placer) SS.:

On this 5th day of May, 2026, before me personally appeared Erol Ralkan Do me known, who, being by me sworn, did say that he resides at (give address) 2008 Opportunity Dr. Suite 100 that he is the (give title) CEO of the (name of corporation) QuakeLogic Inc., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like

of California
State of: California
County of: Placer
The foregoing instrument was acknowledged before me 5th day of May, 2026
S. Z. Herrera S. Llanos
Notary Public
My Commission Expires May 17, 2028

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME QuakeLogic Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 84-2998411 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.quakelogic.net	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 2008 Opportunity Dr., Suite 130 Roseville, CA 95678		7. TELEPHONE NUMBER +1 (916) 899-0391	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 THIS QUESTIONNAIRE Name Dr. Erol Kalkan, P.E. Title Chief Executive Officer (CEO) Telephone Number +1 (916) 899-0391 +1 650 353 8627 Fax Number e-mail sales@quakelogic.net erol@quakelogic.net			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Dr. Erol Kalkan, P.E.	TITLE CEO	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? ☐ Yes ☒ No <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☒ No <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>			

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

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

☐ Yes ☒ No

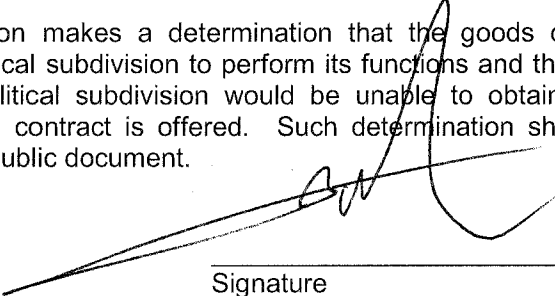
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

I "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

Dr. Erol Kalkan, P.E. | Chief Executive Officer (CEO)

Title

May 1, 2026

Date

Quakellogic Inc.

Company Name





Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

Tina King, Senior Spec Tech
112 State Street
Albany NY 12207

Schedule Year 2025 through 2026
Date Requested 04/27/2026
PRC# 2026011684

Location Hellman Family Wellness Center
Project ID# 2026-062
Project Type purchase, installation, calibration and staff training of a golf simulator for the Hellman Family Wellness Center

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2025 through June 2026. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

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

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

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

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

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

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

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

Signature

Dr. Erol Kalkan, P.E. | Chief Executive Officer (CEO)

Title

Quakellogic Inc.

Company Name

May 1, 2026

Date



**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.

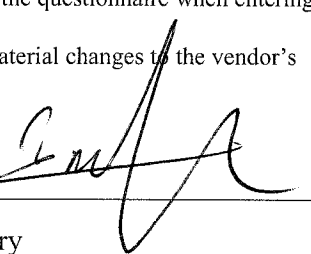
The undersigned certifies that he/she:

- 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

Address

City, State, Zip

Signature of Owner 

Printed Name of Signatory _____

Title

**Erol Kalkan
CEO
QuakeLogic Inc.**

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

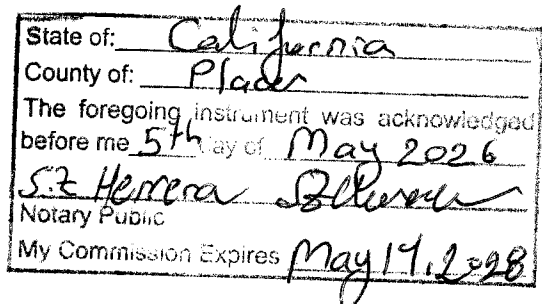
Notary Public

Printed Name _____

Signature _____

MAY 05 2026

Date





TECHNICAL PROPOSAL

Prepared For

County of Albany
Parks & Recreation Department
Albany, NY

Submitted By

QuakeLogic Inc.
May 1, 2026





County of Albany
Department of General Services – Purchasing Division
112 State Street, Room 820
Albany, NY 12207

Dear Contracting Officer,

On behalf of QuakeLogic Inc., we are pleased to submit our proposal for RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation for the supply, delivery, installation, calibration, and staff training of one (1) commercial-grade indoor golf simulator system in accordance with Albany County's specifications.

QuakeLogic Inc. proposes the QL-GolfSim Professional Indoor Golf Simulation System, a commercial-grade turnkey platform engineered for continuous indoor operation in recreation, wellness, coaching, and rental-use environments. The system integrates dual 6000 FPS high-speed stereoscopic vision tracking cameras, AI-based 3D trajectory reconstruction, and a 4K UHD laser projection environment to deliver accurate swing analysis, immersive course simulation, and reliable long-term performance.

The proposed QL-GolfSim solution is designed to support both right-handed and left-handed players and to provide a modern indoor golf environment suitable for public and commercial use. The system includes real-time ball and club tracking, shot feedback, performance analytics, multiplayer functionality, and access to more than 170 high-definition virtual golf courses.

The proposed solution includes:

- One (1) complete commercial-grade QL-GolfSim Professional Indoor Golf Simulation System
- Dual 6000 FPS high-speed stereoscopic vision tracking system with AI-based 3D trajectory reconstruction
- Equivalent-or-better indoor tracking technology for ball-flight and club-delivery data
- 4K UHD 6000-lumen laser projection system with impact screen and enclosure



- Customized turf, underlayment, stance surface, and replaceable hitting mat configured to final site requirements
- Ball and club tracking with real-time performance analytics
- High-performance computing platform with commercial control interface
- Automatic tee-up system
- Preloaded course library with practice, stroke play, multiplayer, and tournament modes
- Professional installation, calibration, performance testing, and minimum four (4) hours of on-site staff training
- One-year system warranty, 24/7 technical support, and ongoing software update support

Our submission includes:

- Completed bid/proposal documents
- Technical proposal and system overview
- Compliance information aligned with the RFB requirements
- Project schedule and installation timeline
- Commercial pricing
- Warranty and support information

QuakeLogic Inc. is committed to delivering a safe, reliable, and high-performance indoor golf simulator solution that meets the operational needs of Albany County and the Hellman Family Wellness Center. We appreciate the opportunity to submit this proposal and remain available to provide any additional information or clarification requested by the County.

QuakeLogic Inc. is a corporation organized under the laws of the State of California. The company is authorized to conduct business in multiple jurisdictions and, if required for contract award, will promptly obtain authorization to do business in the State of New York prior to contract execution, in full compliance with Albany County requirements.



Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read 'Erol Kalkan', written over a horizontal line.

Sincerely,
Dr. Erol Kalkan, P.E.
Chief Executive Officer
QuakeLogic Inc.



Email: sales@quakelogic.net Phone: +1 (916) 899-0391

SAM UEI: MB76MQ25YNP5 **CAGE:** 8EQM1 **EIN:** 84-2998411

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1. Certifications and Representations

QuakeLogic Inc. hereby certifies that all information provided in this Proposal Submission for **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation** is true, accurate, and complete as of the date of submission.

Company Information

- Company Name: QuakeLogic Inc.
- Business Address: 4010 Foothills Blvd., Suite 103/194, Roseville, CA 95747
- Warehouse Address: 2008 Opportunity Dr., Suite 130, Roseville, CA 95678
- State of Incorporation: State of California
- Federal Tax Identification Number (EIN): 84-2998411
- Primary NAICS Code: 333318 – Other Commercial and Service Industry Machinery Manufacturing

QuakeLogic Inc. further represents and certifies that:

- The company has not been suspended, debarred, or otherwise declared ineligible to participate in any federal, state, or municipal government procurement program within the United States.
- The company complies with all applicable federal, state, and local laws and regulations governing public procurement and the provision of goods and services to public entities.
- The company complies with the applicable requirements of **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation** issued by the **County of Albany, New York**.
- This proposal is submitted independently and without collusion, consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
- By submission of this proposal, QuakeLogic Inc. certifies that the pricing structure offered has been arrived at independently.
- QuakeLogic Inc. certifies that, to the best of its knowledge and belief, it is not on the list created pursuant to New York State Finance Law Section 165-a relating to investment activities in the Iranian energy sector.

- QuakeLogic Inc. will comply with applicable New York State prevailing wage requirements, Article 8 public work requirements, and contractor/subcontractor registration requirements to the extent applicable to the installation work under this project.
- QuakeLogic Inc. maintains, or will maintain prior to contract execution, insurance coverage consistent with the requirements of the solicitation and, if awarded, will provide the required insurance certificate naming the **County of Albany** as Certificate Holder and Additional Insured, as required.
- All statements, certifications, warranties, and representations contained herein are true and accurate as of the submission date and shall remain valid throughout the evaluation and award process conducted by the County of Albany.

2. Executive Summary

QuakeLogic Inc., a California-based engineering and technology firm specializing in advanced simulation systems and commercial-grade technical solutions, is pleased to submit this proposal for **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation** for the supply, delivery, installation, calibration, and staff training of one (1) commercial-grade indoor golf simulator system.

QuakeLogic proposes the **QL-GolfSim Professional Indoor Golf Simulation System**, a fully integrated indoor golf platform engineered for continuous commercial operation in recreation, wellness, coaching, rental-use, and public-use environments. The system combines high-speed stereoscopic vision tracking, AI-based 3D trajectory reconstruction, high-performance computing, and 4K UHD laser projection to deliver accurate real-time swing analytics and immersive virtual golf play.

The proposed system includes a dual 6000 FPS high-speed stereoscopic vision tracking configuration with AI-based trajectory reconstruction and $\geq 99\%$ detection accuracy. This camera-based measurement architecture provides an equivalent-or-better indoor tracking solution for ball-flight and club-delivery data, especially in controlled indoor environments where critical impact and launch data must be captured immediately at the hitting zone.

The system is built on a high-performance computing platform featuring an Intel i5-class processor, RTX-class graphics, 16GB RAM, and 512GB solid-state storage, enabling low-latency feedback, smooth graphical performance, user profile support, and reliable commercial operation.

The visual environment is supported by a 4K UHD laser projection system with 6000-lumen output, high-contrast display performance, 120 Hz refresh capability, and a long-life laser light source. The projection system is paired with a premium impact-resistant screen, acoustic backing, and a modular enclosure with side and ceiling protection for safe and durable indoor operation.

The QL-GolfSim software platform includes 170+ high-definition digital golf courses, adjustable environmental simulation, practice and training modes, full-course play, multiplayer and tournament capability, performance tracking, and data export capability. The user interface is designed for straightforward operation by staff and users, with integrated controls, real-time data display, session management, and

automatic tee-up functionality. The proposed system supports both left-handed and right-handed players and provides a commercial indoor golf environment suitable for public recreation, coaching, practice, events, and rental workflow. The hitting area, turf, underlayment, stance surface, and replaceable hitting mat will be customized to the County's final site requirements and field measurements.

System Configuration

The proposed QL-GolfSim system includes:

- One (1) complete QL-GolfSim Professional Indoor Golf Simulation System
- Dual 6000 FPS high-speed stereoscopic vision tracking sensor module
- AI-based 3D trajectory reconstruction for ball and club data
- 4K UHD 6000-lumen laser projection system
- Premium impact-resistant screen with acoustic backing
- Modular aluminum support frame and side/ceiling safety panels
- Customized green turf, underlayment, stance surface, and replaceable hitting mat
- High-performance simulation computer
- Automatic tee-up machine
- Control interface and accessory kit
- Software platform with 170+ virtual golf courses, practice modes, multiplayer features, and performance tracking

Key Benefits to Hellman Family Wellness Center

The proposed solution will provide:

- Year-round indoor golf access
- A commercial-grade simulator environment for recreation, wellness, coaching, and rental use
- Real-time swing analytics and performance tracking
- Access to 170+ virtual golf courses
- Practice, stroke play, multiplayer, and tournament capability
- A safe and durable indoor golf simulator environment for staff and users
- Customizable hitting area and turf configuration based on final site conditions

Support and Warranty

QuakeLogic's proposed support package includes:

- One (1) year full-system warranty
- 24/7 technical support availability
- Remote diagnostics and troubleshooting support
- Lifetime software updates
- Two (2) years of course library updates
- Quick-start guides, manuals, and operational documentation
- Manufacturer warranty documentation at handover
- Optional annual or semi-annual preventive maintenance and recalibration services

Delivery and Implementation

The proposed scope includes:

- Coordinated delivery to the Hellman Family Wellness Center / Albany County project site
- Professional on-site installation and assembly of the simulator system
- Mounting and installation of associated A/V and computer equipment
- Turf, hitting area, enclosure, and impact screen installation coordination
- Software installation, configuration, calibration, and performance testing
- Minimum four (4) hours of on-site staff training covering operation, calibration, reporting, coaching tools, rental workflow, routine maintenance, and startup/shutdown procedures
- Final handover documentation, including quick-start guides, system documentation, and calibration information

The QL-GolfSim system will be delivered, installed, calibrated, tested, and placed into operational service in accordance with Albany County's project requirements, with substantial completion targeted within **6-10 weeks after Purchase Order**, subject to site readiness and final installation coordination.



Figure 1. QL-GolfSim Professional Indoor Golf Simulation System



Figure 2. QL-GolfSim System Architecture Overview



Figure 3. Dual Optical High-Speed Vision Sensor System

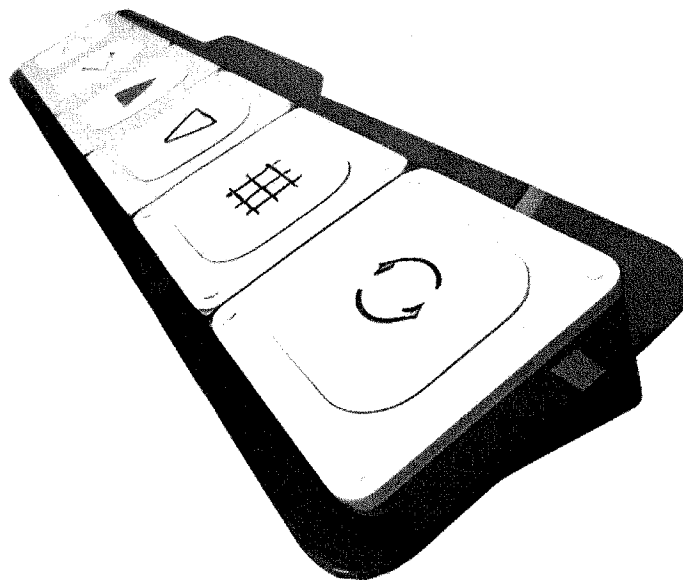


Figure 4. Integrated Multi-Function Control Panel

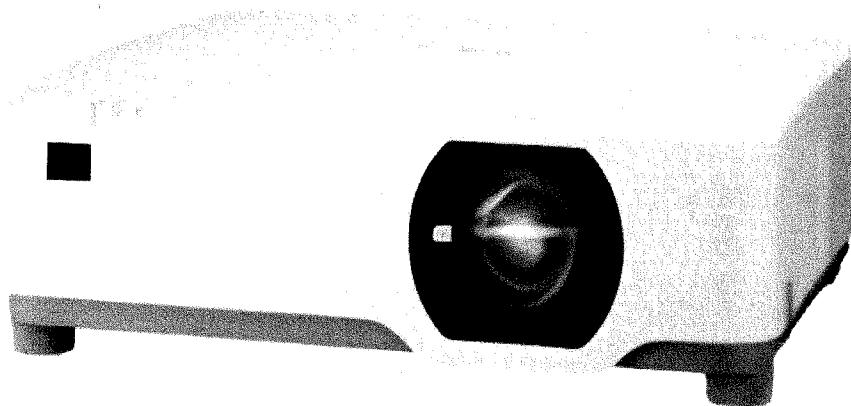


Figure 5. 4K Projection Module



Figure 6. QL-GolfSim Software Interface – Example In-Game Course View



Figure 7. QL-GolfSim Practice Mode – Driving Range & Distance Analytics View



Figure 8. QL-GolfSim User Interface – Main Menu Overview

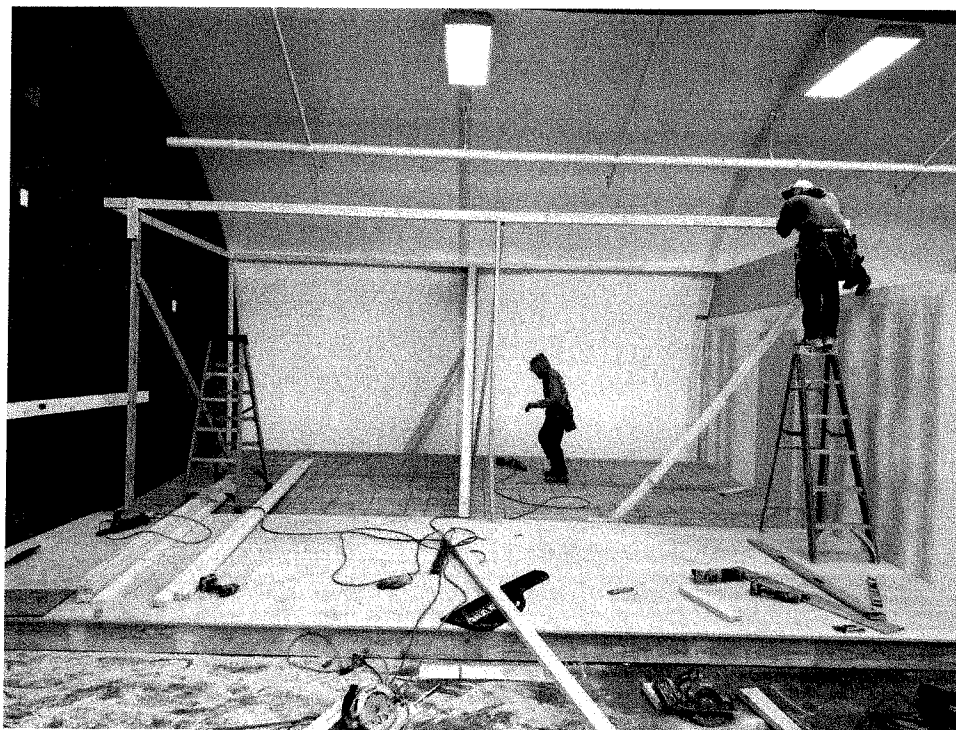


Figure 9. QL-GolfSim Platform Construction at North Carolina A&T University by QuakeLogic Team.

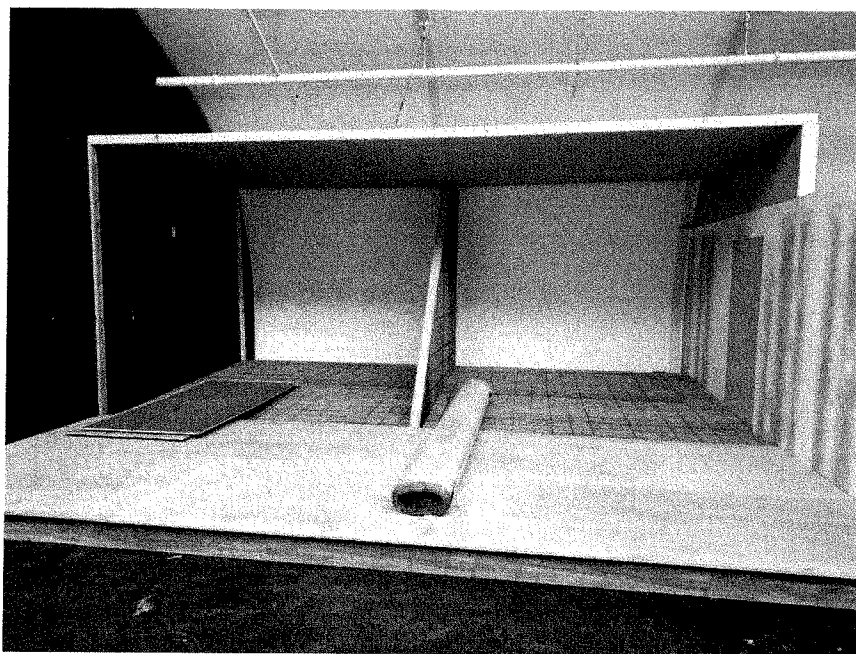


Figure 10. Existing Interior Space Prepared for Golf Simulator Installation.



Figure 11. Completed QL-GolfSim indoor golf simulator system installed at North Carolina A&T State University, showing the finished hitting bay, projection screen, control interface, and player area.



Figure 12. Completed QL-GolfSim indoor golf simulator system installed at North Carolina A&T State University, showing the practice area.

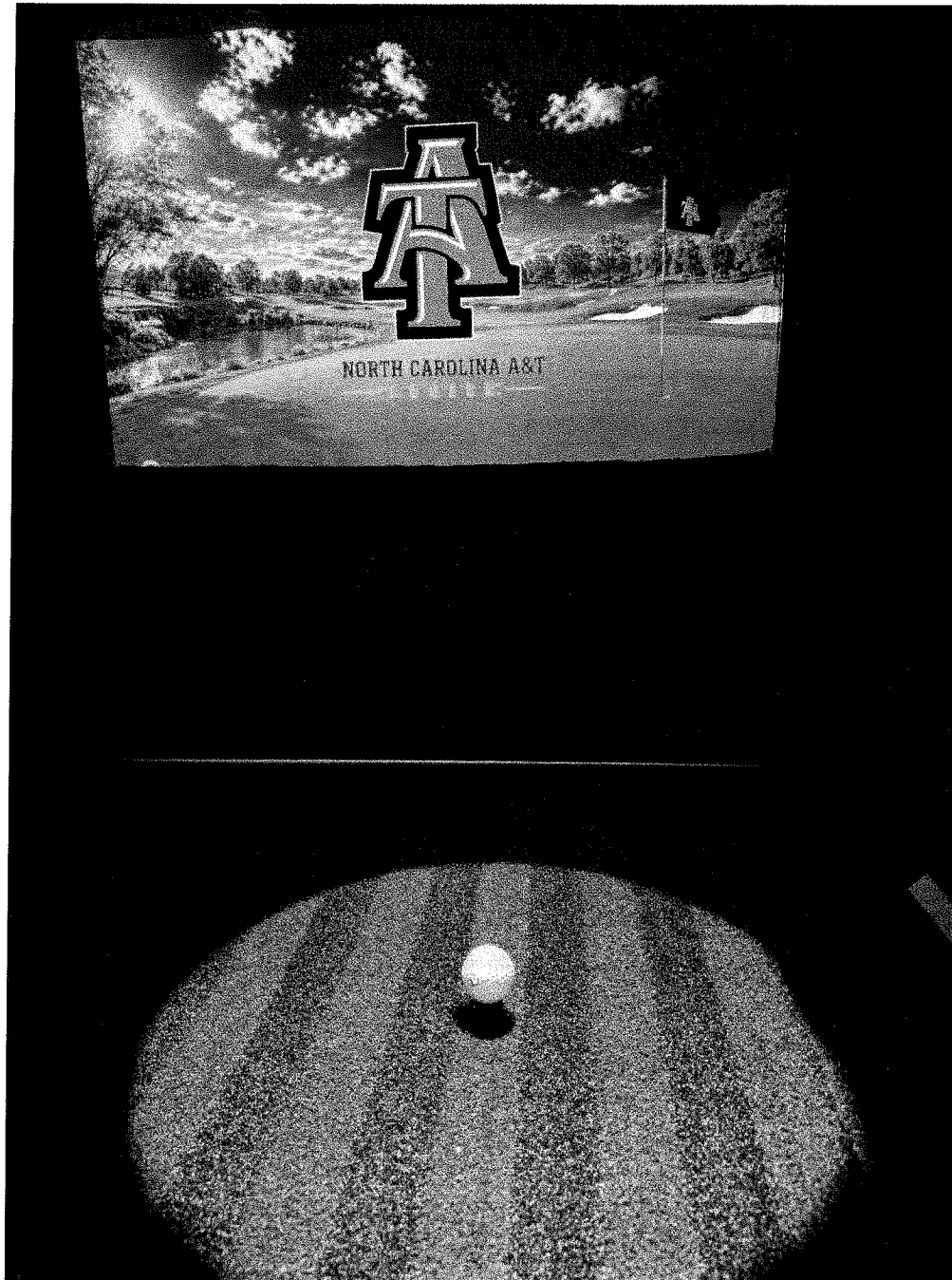


Figure 13. Completed QL-GolfSim hitting bay at North Carolina A&T State University, showing the integrated hitting surface, automatic tee-up position, and high-brightness 4K projection screen with a custom background image.

3. Compliance Matrix

No.	Specification Requirement	QL-GolfSim Response	Compliant	Comments
1	Supply of Golf Simulator System	One (1) complete QL-GolfSim Professional Indoor Golf Simulation System is proposed as a turnkey commercial indoor golf simulator package.	✓	Matches the RFB requirement for one complete golf simulator system.
2	Commercial-Grade Operation	QL-GolfSim is presented as a commercial-grade indoor golf simulation platform designed for continuous operation in public recreation, wellness, coaching, and rental-use environments.	✓	Supported by the proposal materials and datasheet.
3	Turnkey Scope	The proposed package includes equipment, materials, delivery, installation, calibration, performance testing, staff training, documentation, warranty, and support.	✓	Aligns with the County's requirement for a turnkey purchase and installation package.
4	Measurement / Tracking System	QL-GolfSim uses a dual 6000 FPS high-speed stereoscopic vision tracking system with AI-based 3D trajectory reconstruction for ball-flight and club-delivery data.	✓	Offered as an equivalent-or-better indoor tracking technology compared with radar-based systems, especially for controlled indoor

				simulator environments.
5	Indoor Tracking Performance	The high-speed camera system captures critical impact, launch, spin, club path, and clubface data directly at the hitting zone without requiring extended radar flight distance.	✓	Provides strong suitability for indoor rooms where full ball flight is limited.
6	Ball and Club Data	The system supports real-time ball and club tracking, swing analytics, shot feedback, spin behavior, club path, clubface angle, and trajectory analysis.	✓	Supports coaching, practice, recreational play, and rental-use operation.
7	Projection System	Includes a 4K UHD laser projection system with 6000-lumen output, high contrast display performance, and 120 Hz refresh capability.	✓	Meets or exceeds the RFB projector requirements for native 1080p minimum, preferred 4K, and ≥5,000 ANSI lumens.
8	Impact Screen and Enclosure	Includes a premium impact-resistant screen, acoustic backing, modular support frame, side safety panels, and ceiling protection.	✓	Configured for safe and durable indoor golf operation.
9	Turf and Hitting Area	The hitting area, green turf, underlayment, stance surface, and replaceable hitting mat will be customized to the County's final site	✓	Final dimensions will be coordinated during installation planning to match the required room

		requirements and field measurements.		layout and operating needs.
10	Software Platform	Includes 170+ high-definition virtual golf courses, practice modes, full-course play, multiplayer functionality, tournament capability, performance tracking, and data export capability.	✓	Supports recreational, coaching, and rental-use workflows.
11	User Profiles and Session Use	The system supports player use, session management, performance tracking, and user-oriented operation through an integrated control interface.	✓	Suitable for public and facility-managed simulator use.
12	Training	QuakeLogic will provide a minimum of four (4) hours of on-site staff training.	✓	Training will cover setup, operation, calibration, reporting, coaching tools, rental workflow, routine maintenance, and startup/shutdown procedures.
13	Documentation	QuakeLogic will provide quick-start guides, manuals, operational documentation, calibration information, and system handover documentation.	✓	Documentation will be provided in printed and/or digital format as applicable.
14	Remote Support	Remote diagnostics and troubleshooting support will be available, subject	✓	Supports diagnostics, updates, and

		to County approval and site IT/security requirements.		technical assistance.
15	Technical Support	QuakeLogic provides 24/7 technical support availability through remote communication channels.	✓	Supported by proposal and product support materials.
16	Warranty	One (1) year full-system warranty is included for the QL-GolfSim system under normal indoor commercial use.	✓	Warranty coverage applies to supplied system components, subject to standard warranty terms.
17	Preventive Maintenance	Optional annual or semi-annual preventive maintenance, inspection, and recalibration services are available and may be priced separately.	✓	Aligns with the RFB request for preventive maintenance to be included or priced.
18	Installation Timeline	Substantial completion is targeted within 6–10 weeks after Purchase Order, subject to site readiness and final installation coordination.	✓	Aligns with the RFB schedule requirement.
19	ADA / Accessibility Considerations	The system will be installed with accessibility awareness, including clear approach to the hitting area, reachable control interface placement where feasible, and space planning coordination.	✓	Final ADA compliance remains subject to site conditions and facility layout.

20	Health and Safety	The proposed system includes protective enclosure components, side and ceiling safety panels, controlled hitting area configuration, and staff training for safe operation.	✓	Safety signage and operating guidance can be provided at handover.
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Conclusion

QuakeLogic Inc. confirms that the proposed **QL-GolfSim Professional Indoor Golf Simulation System** is offered as a commercial-grade turnkey indoor golf simulator solution for **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation**. The proposal includes one (1) complete simulator system configured for indoor golf play, practice, coaching, recreation, and rental-use operation.

The proposed solution combines dual 6000 FPS high-speed stereoscopic vision tracking, AI-based 3D trajectory reconstruction, 4K UHD 6000-lumen laser projection, a premium impact-resistant screen and enclosure, simulation software, automatic tee-up functionality, performance tracking, and customized hitting area components. The high-speed stereoscopic vision system is offered as an equivalent-or-better indoor tracking technology compared with radar-based systems because it captures critical impact, launch, spin, club path, and clubface data directly at the hitting zone without requiring extended radar flight distance.

QuakeLogic Inc. will provide delivery, professional installation, system calibration, performance testing, minimum four (4) hours of on-site staff training, warranty coverage, remote technical support, and final handover documentation in accordance with Albany County's project requirements.

QuakeLogic Inc. appreciates the opportunity to submit this proposal to the County of Albany and remains available to provide any additional information or clarification required during the evaluation process.

4. Delivery and Warranty

Delivery Location

Hellman Family Wellness Center
Albany County, New York

Delivery, installation, calibration, testing, and staff training for the proposed QL-GolfSim Professional Indoor Golf Simulation System will be completed in accordance with Albany County's project requirements for **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation**.

QuakeLogic's proposed schedule targets substantial completion within **6–10 weeks after Purchase Order**, subject to site readiness, final field measurements, access coordination, and completion of any owner-provided electrical/data requirements.

Delivery Scope

The proposed delivery scope includes:

- Secure commercial packaging suitable for protected transport
- Freight and delivery to the Albany County project site
- Shipment coordination and delivery scheduling
- Delivery of all system components required for complete installation
- Delivery of projector, mounting hardware, impact screen and enclosure, tracking hardware, simulator computer, control/user interface components, turf/hitting area components, cabling, and related components required for full system operation

The proposed QL-GolfSim system will be delivered complete and ready for professional installation, calibration, testing, and commissioning.

Installation & Commissioning

The proposed solution includes:

- Professional on-site installation
- Installation and assembly of the simulator bay

- Installation of impact screen, modular enclosure, side protection, and ceiling protection components
- Mounting and installation of associated A/V and computer equipment
- Installation coordination for customized green turf, underlayment, stance surface, and replaceable hitting mat based on final site requirements
- Software installation and configuration
- System calibration and performance testing
- Acceptance testing support and demonstration of system operation
- Minimum four (4) hours of on-site staff training
- Final cleanup and handover documentation

Upon completion of installation, the system will be installed, calibrated, tested, and placed into operational service at the Hellman Family Wellness Center in accordance with Albany County's project requirements.

Warranty Coverage

QuakeLogic Inc. provides warranty coverage consistent with the commercial deployment of the QL-GolfSim Professional Indoor Golf Simulation System. Manufacturer warranty documentation will be included at handover.

1. System Hardware Warranty

A one (1) year limited system warranty is provided covering defects in materials and workmanship under normal indoor commercial use.

Hardware warranty coverage includes:

- Dual 6000 FPS high-speed stereoscopic vision tracking module
- 4K UHD laser projection system
- Premium impact-resistant screen and modular frame structure
- Side and ceiling safety panels
- High-performance simulation computer
- Automatic tee-up machine
- Integrated control interfaces
- Supplied power and internal electronic components
- Standard cables and connection components

2. Software & System Coverage

Software and system coverage includes:

- Golf simulation software platform
- Course library functionality
- Practice, play, multiplayer, and tournament modes
- Performance tracking and analytics modules
- System configuration software
- Software updates released during the warranty period

Additionally:

- Lifetime system software updates are included
- Two (2) years of complimentary course library updates are included

Technical Support

During the warranty period, QuakeLogic Inc. will provide:

- 24/7 technical support availability
- Remote technical diagnostics and troubleshooting
- Remote support capability for diagnostics and updates, subject to County approval and site IT/security requirements
- Email, telephone, and video assistance as applicable
- Guidance for maintenance and component replacement if required
- Access to operational manuals and system documentation

Optional extended service packages may be made available upon request.

Preventive Maintenance

Optional annual or semi-annual preventive maintenance, inspection, and recalibration services are available and may be priced separately in accordance with the bid form requirements.

Preventive maintenance may include:

- General system inspection
- Sensor alignment verification
- Projection alignment review
- Impact screen and enclosure inspection
- Software and system health check
- Calibration verification and recalibration, if required

Included System Summary

The proposed QL-GolfSim Professional Indoor Golf Simulation System includes:

- One (1) complete QL-GolfSim Professional Indoor Golf Simulation System
- Dual 6000 FPS high-speed stereoscopic vision tracking sensor module
- AI-based 3D trajectory reconstruction technology
- 4K UHD 6000-lumen laser projection system
- Premium impact-resistant screen with acoustic backing
- Modular aluminum frame and safety panels
- Customized green turf, underlayment, stance surface, and replaceable hitting mat configured to final site requirements
- High-performance simulation computer
- Automatic tee-up system
- Control interface and accessory kit
- User manuals, quick-start guides, and system documentation
- Calibration information and handover documentation
- Coordinated delivery to the project site

5. Accessibility Statement

QuakeLogic Inc. affirms that the proposed **QL-GolfSim Professional Indoor Golf Simulation System** is designed with usability, accessibility awareness, and inclusive operational considerations appropriate for public, wellness, recreational, coaching, and rental-use indoor golf environments.

The system is intended to provide an intuitive and user-friendly experience suitable for the **Hellman Family Wellness Center** and consistent with general accessibility principles commonly applied in U.S. public facilities.

Accessible Documentation

System documentation, including user manuals, quick-start guides, operational guides, installation references, and training materials, can be provided in digital format.

Documentation features include:

- Searchable digital text format
- Structured headings and organized technical sections
- Clear operational instructions
- Readable formatting for staff reference
- Electronic distribution to support screen-reader compatibility where applicable
- Printed and/or laminated quick-start guidance for public or rental-use operation, if requested

User Interface & Operational Accessibility

The QL-GolfSim interface is designed for clarity, ease of use, and straightforward navigation.

Usability-focused features include:

- Large-format visual projection display
- Clear on-screen graphics and readable shot data
- Intuitive menu navigation

- Integrated control interface
- Simplified session setup and guided operation
- Staff training to support user assistance, rental workflow, startup/shutdown procedures, and basic troubleshooting

Physical & Installation Considerations

The QL-GolfSim is installed as a fixed indoor recreational system and can be coordinated with facility-level accessibility planning.

Physical considerations include:

- Clearly defined hitting area
- Coordination of clear approach to the hitting area where site conditions allow
- Reachable control/interface placement where feasible based on final site layout
- Space planning for stool/chair use near the simulator area where feasible
- Modular structural framing and protective enclosure components
- Professional installation for stable and secure configuration
- Coordination with Albany County regarding final site layout, circulation, and installation planning

Final accessibility compliance, including ADA access, walkway clearance, circulation paths, and facility-level mobility access, remains subject to the overall site design, existing room conditions, owner-provided layout, and applicable accessibility requirements.

Commitment to Accessibility

QuakeLogic Inc. can:

- Provide accessible digital documentation upon request
- Provide quick-start and operational guidance suitable for staff and public-use environments
- Support reasonable accommodation requests related to system interface and operation where technically feasible
- Coordinate installation planning to align with Albany County's site accessibility requirements



- Support safe operating procedures, including controlled hitting-area use and staff-assisted operation as needed

6. Qualifications

QuakeLogic Inc. is a California-based engineering and technology company specializing in the design, integration, and delivery of advanced simulation systems, performance training platforms, and engineered technical equipment for public entities, commercial facilities, educational institutions, and government-related organizations within the United States and internationally.

The company provides technically integrated solutions that combine hardware systems, software platforms, structured installation planning, and coordinated logistics execution. QuakeLogic's experience includes the delivery of engineered systems requiring technical configuration, documentation, regulatory alignment, installation coordination, calibration, user training, and post-installation support.

QuakeLogic Inc. applies structured project coordination, system validation protocols, and controlled deployment processes to support the reliable delivery of commercial-grade equipment in public, recreational, wellness, coaching, and commercial-use environments.

Core Capabilities

- Integration of sensor-based tracking systems with simulation software platforms
- Configuration of high-performance computing and projection systems
- Modular equipment assembly and installation coordination
- Impact screen, enclosure, turf, and hitting-area configuration planning
- Technical documentation development and user manual preparation
- Domestic and international logistics coordination with insured shipment handling
- On-site system commissioning, validation, calibration, and user training
- Post-installation technical support, troubleshooting, and software update support

Project-Relevant Expertise

For **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation**, QuakeLogic applies its experience in engineered system integration and structured deployment coordination to deliver a turnkey commercial indoor golf



simulation solution suitable for public recreation, wellness, coaching, practice, and rental-use operation.

The proposed **QL-GolfSim Professional Indoor Golf Simulation System** integrates:

- Dual 6000 FPS high-speed stereoscopic vision tracking technology
- AI-based 3D ball-flight and club-delivery reconstruction
- Equivalent-or-better indoor tracking architecture compared with radar-based systems for controlled indoor simulator environments
- Real-time swing analytics and performance tracking
- 4K UHD 6000-lumen laser projection system
- High-performance simulation computing platform
- Premium impact-resistant screen and modular safety enclosure
- Customized turf, underlayment, stance surface, and replaceable hitting mat based on final site requirements
- Automated calibration and low-latency feedback architecture
- Software platform with 170+ golf courses, practice modes, multiplayer features, and data export capability

This integrated approach supports operational reliability, structured installation, accurate indoor tracking performance, safe public-use operation, and consistent system performance in a commercial indoor golf environment.

Organizational & Logistical Capacity

QuakeLogic Inc. maintains the technical, logistical, and organizational capacity to support:

- Equipment procurement and system configuration
- Coordinated shipment and delivery scheduling
- Professional on-site installation and commissioning
- System calibration and acceptance testing support
- Minimum four (4) hours of on-site staff training
- Warranty administration and technical support
- 24/7 technical support availability and remote diagnostics
- Optional preventive maintenance and recalibration services
- Long-term system updates and operational assistance



The company is positioned to manage the supply, delivery, installation, calibration, staff training, and support requirements of **RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation** while ensuring structured coordination with Albany County and alignment with the required project schedule.

7. Commercial Offer

Solicitation Title: RFB #2026-062 – Hellman Family Wellness Center Golf Simulator Purchase and Installation

Submitted by: QuakeLogic Inc.

Date: May 1, 2026

Item No.	Bid Form Line Item	Description	Unit	Qty	Unit Price (USD)	Total (USD)
1	Golf Simulator Package	QL-GolfSim Professional Indoor Golf Simulation System, including dual 6000 FPS stereoscopic vision tracking system, AI-based 3D trajectory reconstruction, 4K UHD 6000-lumen laser projection system, premium impact-resistant screen and enclosure, simulator computer, software platform, automatic tee-up system, control interface, customized turf/hitting area components, delivery, installation, calibration, testing, documentation, and system handover.	Each	1	\$72,500	\$72,500
2	Remote Support	Remote diagnostics, troubleshooting, software/update assistance, and technical support availability during	Lot	1	\$2,000	\$2,000

		the support term, subject to Albany County approval and site IT/security requirements.				
3	Preventive Annual Maintenance	Annual inspection, system health check, sensor/projection alignment review, calibration verification, and recalibration support as required.	Lot	1	\$4,000	\$4,000
4	Onsite Training	Minimum four (4) hours of on-site staff training, including operation review, calibration overview, reporting/coaching tools, rental workflow, routine maintenance, quick-start guidance, documentation review, and startup/shutdown procedures.	Lot	1	\$1,000	\$1,000

TOTAL FIRM FIXED PRICE (EQUIPMENT, DELIVERY, INSTALLATION AND TRAINING): \$79,500 USD

Warranty & Support

QuakeLogic Inc. provides warranty coverage and technical support consistent with the proposed QL-GolfSim Professional Indoor Golf Simulation System.

1. System Warranty

A one (1) year limited system warranty is provided covering defects in materials and workmanship under normal commercial indoor use.

Warranty coverage applies to:

- Dual 6000 FPS high-speed stereoscopic vision tracking module
- 4K UHD 6000-lumen laser projection system
- Impact screen and modular frame structure
- Side and ceiling safety panels
- High-performance simulation computer
- Automatic tee-up machine
- Integrated control interfaces
- Supplied power and electronic components
- Standard cables and connection components

2. Technical Support

During the warranty period, QuakeLogic Inc. will provide:

- 24/7 technical support availability
- Remote technical diagnostics and troubleshooting support
- Remote support capability for diagnostics and updates, subject to Albany County approval and site IT/security requirements
- Email, telephone, and video assistance as applicable
- Access to digital system documentation and operational guides
- Software updates released during the warranty period

Additionally:

- Lifetime system software updates are included
- Two (2) years of complimentary course library updates are included

Delivery Location

Hellman Family Wellness Center
Albany County, NY

Delivery Timeframe

Delivery, installation, calibration, testing, and staff training for the proposed system will be targeted for substantial completion within 6–10 weeks after Purchase Order,



subject to site readiness, final field measurements, access coordination, and owner-provided electrical/data readiness.

Delivery Scope

- Delivery of one (1) complete QL-GolfSim Professional Indoor Golf Simulation System
- Professional on-site installation, assembly, calibration, and performance testing
- Customized turf, underlayment, stance surface, and replaceable hitting mat configured to final site requirements
- Minimum four (4) hours of on-site staff training
- Quick-start guidance, documentation, and system handover
- Delivery of the system fully configured, tested, calibrated, and ready for operation

Key Benefits

- Commercial-grade indoor golf simulation platform with dual 6000 FPS stereoscopic vision tracking
- Equivalent-or-better indoor tracking technology compared with radar-based systems for controlled indoor simulator environments
- 4K UHD 6000-lumen laser projection system with 170+ digital golf courses
- Turnkey system delivered, installed, calibrated, trained, and ready for use
- 24/7 technical support availability and long-term software update support

8. Recent Projects

QuakeLogic has successfully completed multiple projects involving the supply and installation of advanced simulators, testing machines, equipment, and monitoring systems:

List of Featured Clients in the US

- Ardagh Group
- ASIR Seismic
- Ball Manufacturing
- BDI
- Benchmark Space Systems
- Caltech
- California Department of Water Resources
- Central Washington University
- City of Anaheim
- Coach Glass
- Cooper Union University
- Colorado State University
- Cornell University
- Cummins Inc.
- Desert Research Institute
- Droplet Measurements LLC
- Engineered Equipment
- EV Charge Solutions
- Florida Polytechnic University
- Georgia Tech
- Harvard University
- Harvest Petroleum Corporation
- Helix Electric
- Hope College
- Kiewit Infrastructure West
- Lehigh University
- Marathon Petroleum Corporation
- Marvel Electronics
- Metropolitan Acoustic

- Missouri University of Science and Technology
- Nevada Department of Transportation
- New Mexico Tech University
- NOKIA
- North Carolina Agriculture and Technology University
- Pennsylvania State Dept. of Corrections
- Rowan University
- Seattle University
- Somner School District of Tennessee
- Southern Illinois University
- Southern Utah University
- Stevens Institute of Technology
- SONOCO
- Texas AM University
- University of California Berkeley
- University of California San Diego
- University of Houston
- University of Missouri
- University of Nevada Las Vegas
- University of Nevada Reno
- University of New Hampshire
- University of Texas Rio Grande
- University of Texas Arlington
- University of Texas Austin
- University of Washington
- United States Geological Survey
- U.S. Air Force
- U.S. National Park Service
- U.S. Navy
- Utility.com
- Yale University
- Virginia Tech

A comprehensive list of QuakeLogic's clients across more than 25 countries—including universities, businesses, and government agencies—can be found at:

- https://quakelogic.net/GOV/QuakeLogic_narrative_capability.pdf
- <https://products.quakelogic.net/references/>

9. Technical Support After Warranty Period

Following the expiration of the standard warranty period(s), QuakeLogic Inc. will continue to provide professional technical support services for the **QL-GolfSim Professional Indoor Golf Simulation System** to ensure long-term reliability, operational continuity, and maximum system availability.

Post-warranty technical support services include:

- Remote diagnostics and troubleshooting (software and system-level issues)
- Assistance with system configuration and re-deployment
- Guidance for hardware replacement and upgrades
- Support via email and phone during standard business hours
- Optional extended support agreements (annual or multi-year) available upon request

Support services after the warranty period are offered at commercially reasonable rates or under optional maintenance/support contracts, depending on the **University's preference**.

10. Availability of Spare Parts

QuakeLogic Inc. maintains long-term availability of spare parts and replacement components for the **QL-GolfSim Professional Indoor Golf Simulation System** to support sustained operation in **commercial, public, and recreational indoor environments**.

Spare parts support includes:

- Impact screen and structural frame components
- Tracking sensor modules and mounting assemblies
- Laser projection system components
- High-performance simulation computer components
- Automatic tee-up system components
- Control interface panels and electronic modules
- Cables, mounting hardware, and connectivity components

Spare parts and replacement components will remain available for a minimum of **five (5) years** from the date of final system delivery, subject to supplier availability of third-party components. In cases where specific components are discontinued by original manufacturers, functionally equivalent or upgraded replacements will be provided to ensure continued system functionality and compatibility.

11. Software Updates and Lifecycle Support

QuakeLogic Inc. provides ongoing software maintenance and update support for the **QL-GolfSim Professional Indoor Golf Simulation System software platform** to ensure long-term system reliability, performance stability, and operational continuity.

Software support includes:

- Bug fixes and stability improvements
- Compatibility updates for operating systems and hardware drivers
- Performance enhancements and security updates
- Minor feature improvements related to system functionality and user experience

During the warranty period, all applicable software updates are provided **at no additional cost**.

After the warranty period:

- Critical bug fixes and security updates will remain available
- Optional software maintenance plans may be offered for continued access to feature upgrades and major version releases
- Software updates may be delivered remotely or via secure digital distribution

This lifecycle support framework ensures that the QL-GolfSim system remains **technically current, stable, and fully operational throughout its service life**.



QUAKELOGIC

GOLF SIM

REAL SWING REAL RESULTS



QL-GOLFSIM

Professional Indoor Golf Simulation System

 **QUAKELOGIC** | GOLF SIM

QL-GolfSim

- The QuakeLogic QL-GolfSim represents the latest generation of professional indoor golf simulation technology.
- Combining dual 6000-FPS high-speed cameras, AI-based trajectory reconstruction, and a 4K laser projection environment, the QL-GolfSim# delivers tour-grade accuracy, real-time response, and immersive visual realism for athletes, coaches, and performance centers.
- Developed under QuakeLogic's engineering supervision, the system is designed for continuous commercial operation, integrating every component 4 sensors, computing, software, impact structure, and training tools 4 into a single turnkey solution.
- QL-GolfSim conforms to international IEC electrical and EMC safety standards equivalent to CE/FCC and includes global service, installation, and technical support.
- Supports both left-handed and right-handed players without repositioning the hitting area or requiring major hardware adjustment.
- QL-GolfSim includes a standard integrated swing plate system with a 3D hitting surface configuration.
- Available for single-user and shared left/right bay configurations.

TECHNICAL SPECIFICATIONS

Sensor Type

Dual high-speed binocular cameras (stereo vision, 6000 frames per second)

Lighting System

Integrated infrared auxiliary fill light for low-light environments

Accuracy

≥ 99 % overall detection accuracy

Club Head Speed Range

1.3 3 165 mph

Club Head Speed Accuracy

± 0.5 mph

Spin Accuracy

± 20 rpm (side/back spin)

Measurement Repeatability

≥ % variance per shot

Detection Principle

3D stereoscopic physical tracking with AI motion reconstruction

Data Interface

Gigabit Ethernet, data rate 4 Gb/s

Ball Speed Range

1.5 3 215 mph

Ball Speed Accuracy

± 0.5 mph

Launch Angle Accuracy

≤ 1°

Response Time (Latency)

Real-time feedback with no perceptible delay (f 100 ms typical)

Calibration

Automated optical self-calibration with manual finetune option

- Measured parameters include ball speed, launch angle, backspin, sidespin, club head speed, club path, club face angle, impact position, carry distance, and total distance.

PROJECTION & VISUAL ENVIRONMENT

The QL-GolfSim delivers an unparalleled visual experience through its 4K UHD laser projection system. With 6000 lumens of brightness and an extraordinary contrast ratio of 3,000,000:1, every detail of the virtual course comes to life with stunning clarity and depth. The laser light source provides 20,000 hours of projection lifetime, ensuring years of maintenance-free operation for commercial facilities.

The premium high-density impact screen measures 3m × 2.5m × 4.2m and features acoustic backing for reduced noise, along with side and ceiling safety panels for complete protection. The projection creates images ranging from 165 to 180 inches diagonal with a 120 Hz refresh rate, delivering smooth, fluid motion that enhances realism. The viewing distance is adjustable from 3.0 to 5.5 meters, accommodating various room configurations and player preferences.

01

Display Technology

- 4K UHD laser projection
- 6000 lumens brightness
- 3,000,000:1 contrast ratio
- 20,000 hour laser lifetime
- 120 Hz refresh rate

02

Screen System

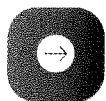
- Premium impact-resistant material
- Acoustic backing for noise reduction
- Side and ceiling safety panels
- 165-180 inch diagonal image
- Adjustable viewing distance



Powerful Computing Platform

The QL-GolfSim is powered by cutting-edge hardware designed for demanding real-time processing and stunning graphics rendering. At its core, an Intel® Core i5-12400 processor with 6 cores and 12 threads handles complex calculations and AI algorithms with ease. The NVIDIA® RTX 2060 graphics engine with 8GB of dedicated memory delivers exceptional visual performance, supporting DirectX 12 and CUDA AI acceleration for advanced motion analysis.

The system includes 16GB of DDR4 RAM for smooth multitasking and 512GB of expandable SSD storage for fast data access and ample space for course libraries and user profiles. Running on Windows 11 Professional, the platform provides a stable, secure environment for continuous commercial operation. An integrated stereo 2.1-channel speaker system delivers immersive audio, while comprehensive connectivity options including Ethernet, Wi-Fi, HDMI, and USB 3.0 ensure seamless integration with other devices and networks.



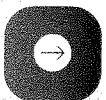
Processing Power

- Intel® Core® i5-12400 6-core processor with 16GB DDR4 RAM



Graphics Engine

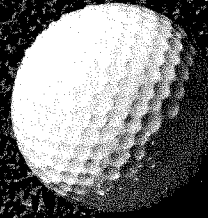
- NVIDIA® RTX 2060 8GB with AI support and DirectX 12



Storage & OS

- 512GB SSD with Windows 11 Professional operating system





Comprehensive Software Platform

The QL-GolfSim software platform transforms the hardware into a complete training and entertainment ecosystem. The simulation engine features over 170 high-definition golf courses, including internationally recognized venues, all replicated using digital elevation models (DEM) for authentic terrain representation. Players can adjust environmental factors including weather conditions, wind speed and direction, lighting, altitude, and green speed to simulate any playing condition imaginable.

The advanced ball physics engine is calibrated for air density and spin lift models, ensuring realistic ball flight behavior that matches real-world performance. Training and coaching modules provide real-time swing and ball-flight data visualization, with frame-by-frame swing replay from dual-angle camera feeds. AI coaching analysis offers detailed insights into club path, impact point, and face angle, while club-distance mapping, dispersion plots, and gapping charts help players optimize their equipment and technique.

Training and play modes support fairway, rough, bunker, and tee shot conditions through the system's 3D hitting surface configuration.

Course Library

Course Library 170+ high-definition courses with real-terrain replication using digital elevation models and adjustable environmental conditions.

Training Analytics

Real-time data visualization, swing replay, AI coaching analysis, and comprehensive performance tracking with export capabilities.

Multiplayer Features

Local and online play, tournament modes, player rankings, cloud backup, and companion mobile app for remote review.



Installation and Space Requirements

The QL-GolfSim features a modular design that balances professional performance with practical installation requirements. The minimum recommended room size is 6.5m length × 3.8m width × 2.8m height, though the standard installation configuration of 8.0m × 4.8m × 3.1m provides optimal playing conditions and comfort. The complete system weighs approximately 300 kg, including the screen, modular aluminum frame structure, acoustic panels, floor turf integration, and all electronic components.

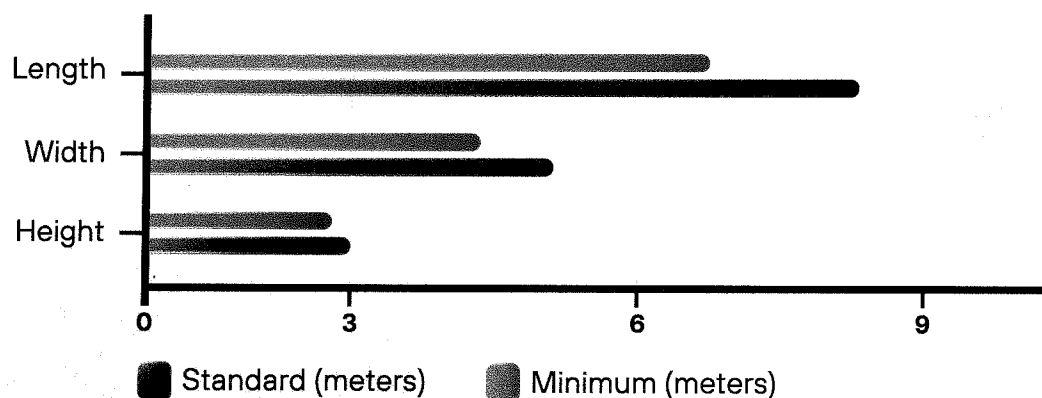
Installation Details

Installation is streamlined through pre-assembly, testing, and calibration before shipment. Each system includes a comprehensive accessories package featuring a hitting mat, 100 balls, auto tee-up machine, control keypad, club stand, and complete cabling kit. Professional installation services include setup, performance validation, and user training with a minimum of 4 hours of hands-on instruction. The typical installation duration ranges from 6 to 10 weeks from order confirmation, with global shipping available under DDP or CIF terms.

* Each system includes a fully automatic tee-up machine with adjustable tee height.

*Each system includes a standard integrated swing plate system with a 3D hitting surface configuration.

* Shared left/right play configurations are available for commercial bay installations.



The system operates reliably in temperatures ranging from 10 to 35°C with relative humidity below 85%, making it suitable for most indoor environments worldwide.



Support, Warranty and Compliance

QuakeLogic Inc. stands behind the QL-GolfSim with comprehensive support and warranty coverage designed for commercial operations. Every system includes a 1-year full-system warranty covering all components against nonhuman damage, ensuring peace of mind for facility operators and individual owners alike. Lifetime access to system updates and feature enhancements keeps your investment current with the latest technology advancements, while two years of free annual course library updates continuously expand your playing options.

Technical support is available 24/7 through multiple channels including email, chat, and video assistance, ensuring help is always available when needed. On-site services include professional installation, precision calibration, and comprehensive operator training. Optional annual or semi-annual inspection and calibration packages maintain peak performance over the system's lifetime. The QL-GolfSim# is designed to conform to IEC safety and EMC standards equivalent to CE/FCC requirements, with electrical safety and EMC compliance tested under ISO 9001 quality management protocols

Year 1

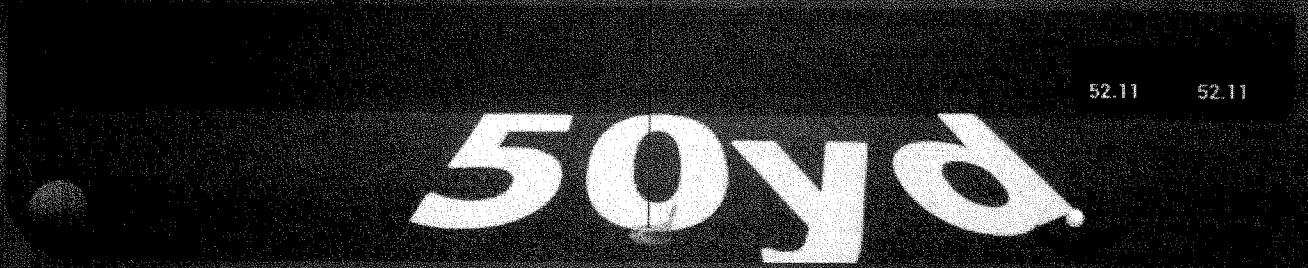
Full system warranty coverage and 24/7 technical support.

Year 1-2

Free annual course library updates and software enhancements.

Lifetime

Continuous access to system updates and feature releases.





Tour-Grade Performance Advantages

The QuakeLogic QL-GolfSim delivers a compelling combination of precision, technology, and value that sets it apart in the professional golf simulation market. Tour-grade precision with ± 0.5 mph accuracy and $\pm 1^\circ$ launch angle measurement provides feedback that rivals outdoor launch monitors costing significantly more. The 6000 FPS AI vision system captures true 3D trajectory data that other systems simply cannot match, while the 4K 6000-lumen laser projection creates an immersive environment that makes virtual play feel remarkably real.

The comprehensive training suite with advanced data analytics and AI coaching tools transforms the system from entertainment into a serious performance development platform. Despite its professional capabilities, the QL-GolfSim features a compact installation footprint with modular design that fits into spaces where other systems cannot. Global technical support and a lifetime software upgrade policy ensure your investment remains current and fully supported for years to come. Compliance with international safety standards makes the system suitable for commercial facilities, educational institutions, and residential installations worldwide.

- * Supports both left-handed and right-handed players without repositioning the hitting area.
- * Includes a standard integrated swing plate and 3D hitting surface configuration.
- * Supports fairway, rough, bunker, and tee play conditions.
- * Includes a fully automatic tee-up machine with adjustable tee height.

Precision

- ± 0.5 mph speed accuracy, $\pm 1^\circ$ launch angle, ± 20 rpm spin measurement with 99% detection accuracy.

Technology

- 6000 FPS dual cameras, AI motion reconstruction, 4K laser projection, RTX graphics acceleration.

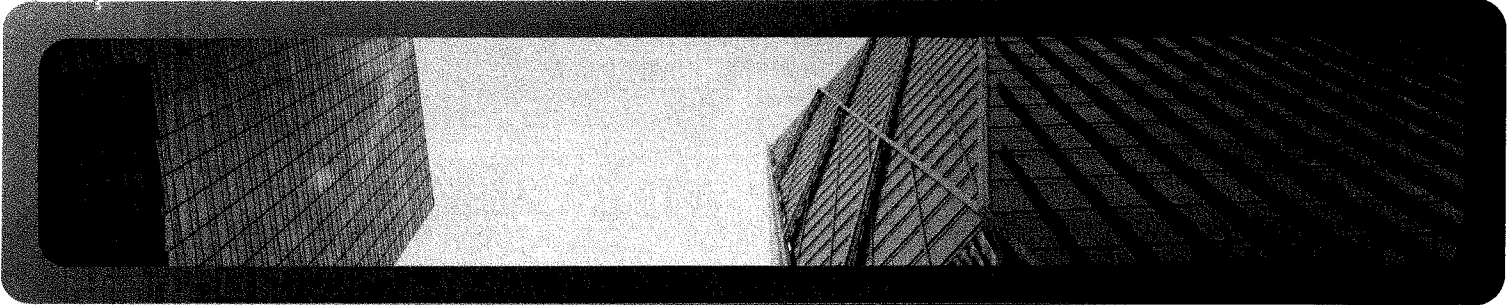
Training

- 170+ courses, AI coaching analysis, performance tracking, data export, multiplayer capabilities.

Support

- Lifetime software updates, 24/7 technical assistance, global installation, international compliance.

QuakeLogic Inc. certifies that the QL-GolfSim has been designed and manufactured under rigorous quality management and engineering standards, meeting all applicable international electrical, mechanical, and safety requirements for continuous indoor operation.



Transforming Training Operations with QuakeLogic Excellence

As the definitive industry leader, QuakeLogic empowers organizations to elevate their operational capabilities and achieve unparalleled training efficacy through our cutting-edge simulation technology.

Connect with QuakeLogic: Your Gateway to Innovation

Corporate Headquarters

QUAKELOGIC INC.

4010 Foothills Blvd. Suite 103/194

Roseville, CA 95747, USA

Executive Support Line

+1 (916) 899-0391

Direct access for executive consultations and priority support.

Available Monday – Friday, 9 AM
– 5 PM PST

Strategic Inquiries

sales@quakelogic.net

For strategic partnerships, enterprise solutions, and comprehensive information.

Our Unwavering Commitment to Operational Excellence

Certified Quality Assurance

Adhering to and exceeding the most rigorous international and industry standards for unparalleled performance, reliability, and security across all our solutions.

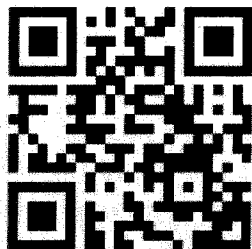
Pioneering Industry Leadership

Driving innovation and setting the benchmark for simulation technology, with a relentless focus on future-forward advancements and client success.

Dedicated Client Success

A bespoke partnership approach ensuring seamless integration, optimal performance, and continuous evolution of your training and operational capabilities.

Explore Our Complete Product Portfolio



Scan to Access Cutting-Edge Solutions

Discover how QuakeLogic's comprehensive suite of advanced simulation products can revolutionize your operational readiness and elevate your training programs to new, unprecedented heights.

www.quakelogic.net

REFERENCE 1

Field	Details
Institution / Company Name	North Carolina A&T State University – Golf Simulator Systems
Contact Name	Martinique “Nikki” Williams
Contact Title	Procurement Services Director
Contact Email Address	purchase@ncat.edu
Relationship Length	< 1 year (2026–Present)
Project Summary	QuakeLogic Inc. supplied and coordinated the delivery of three (3) indoor golf simulator systems, including two (2) standard fixed-installation units and one (1) portable simulator configuration. Scope included system configuration, shipment coordination, installation planning support, and user documentation. The project supports structured recreational and athletic programming within a university facility environment.

REFERENCE 2

Field	Details
Institution / Company Name	Florida State University, Panama City – Golf Simulator Systems
Contact Name	Ahmet Pamuk
Contact Title	Professor
Contact Email Address	apamuk@pc.fsu.edu
Relationship Length	< 1 year (2026–Present)
Project Summary	QuakeLogic Inc. supplied and coordinated the delivery of an indoor golf simulator system. Scope included system configuration, shipment coordination, installation planning support, and user documentation. The project supports structured recreational and athletic programming within a university facility environment.

REFERENCE 3

Field	Details
Institution / Company Name	New York State Department of Corrections and Community Supervision (DOCCS) – Heavy Equipment Simulators
Contact Name	Nicolas Fusaro
Contact Title	Contract Management Specialist 1
Contact Email Address	nicolas.fusaro@doccs.ny.gov
Relationship Length	< 1 year (2026–Present)
Project Summary	QuakeLogic Inc. was awarded Contract No. PA161868 for the supply of Heavy Equipment Simulators to NYS Department of Corrections and Community Supervision facilities. The awarded scope includes delivery, installation, instruction of personnel, and warranty support for the QL 3in1 Heavy Equipment Simulator platform. The system provides excavator, bulldozer, and track loader training on a single simulator platform and includes a 3-axis motion system, panoramic multi-display visual system, instructor workstation, offline software operation, and locally deployable updates for secure facility environments.

REFERENCE 4

Field	Details
Institution / Company Name	United Nations Office for Project Services (UNOPS) – Augmented / Virtual Reality Welding Simulators
Contact Name	Fernando Cotrim Barbieri
Contact Title	Director de Oficina Multipaís
Contact Email Address	adquisiciones.arg@unops.org
Relationship Length	< 1 year (2026–Present)
Project Summary	QuakeLogic Inc. was awarded Contract No. 1016134 for the provision, installation, commissioning, and training of educational-

technical professional augmented or virtual reality welding simulators for UNOPS. The awarded scope includes three (3) welding simulators, three (3) adjustable workpiece support structures, three (3) UPS units for 220V, three (3) perpetual licenses, one (1) wireless router, one (1) main controller for e-learning platform management, installation and commissioning services, and instructor training. The proposed solution is based on the QL-WS100 Welding Simulator platform, supporting GMAW (MIG/MAG), FCAW, SMAW, and GTAW (TIG) training with immersive simulation, performance analytics, and instructor supervision tools.

REFERENCE 5

Field	Details
Institution / Company Name	Florida Polytechnic University – Supply of A Large-Scale Simulator
Contact Name	Prof. Güven Kıymak
Contact Title	Professor, College of Engineering
Contact Email Address	gkiymaz@floridapoly.edu
Relationship Length	< 1 year (2025–Present)
Project Summary	QuakeLogic Inc. supplied and coordinated deployment of advanced simulator equipment supporting applied research and instructional use. Scope included system configuration, logistics coordination, documentation, and post-delivery technical support.

REFERENCE 6

Field	Details
Institution / Company Name	U.S. Air Force – Supply of A Large-Scale Simulator
Contact Name	TSgt Shawn Suber
Contact Title	Technical Application Specialist
Contact Email Address	shawn.suber.1@us.af.mil

Relationship Length	< 1 year (2025–Present)
Project Summary	QuakeLogic Inc. supplied and coordinated delivery of a large-scale seismic simulation system. Scope included system configuration, logistics coordination, commissioning support, and technical documentation delivery.

REFERENCE 7

Field	Details
Institution / Company Name	California Institute of Technology (Caltech) – Supply and Installation of a Simulator
Contact Name	Dr. Igor Stubailo
Contact Title	Research Scientist
Contact Email Address	stubailo@caltech.edu
Relationship Length	2 years (2023–Present)
Project Summary	QuakeLogic Inc. provided a simulation platform. Scope included system integration, installation coordination, calibration support, and technical documentation. The project required alignment with academic research protocols and precision system validation within a university setting.



Certificate Of Registration

Awarded to

QUAKELOGIC INC.

at

4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 9001:2015

Quality Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQU5-10006

Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029

Quality Registrar Systems



QUALITY REGISTRAR SYSTEMS
P.O Box :26826
United Arab Emirates

Tel: +971-2-6714302
Tel: +971-2-3096166
www.qrsyst.com

WORLDWIDE CERTIFICATION

This certificate is the property of Quality Registrar Systems and remains valid subject to satisfactory annual surveillance audit.
This certificate is only valid when confirmed by the Register listed in Quality Registrar Systems (qrsyst.com)



Certificate Of Registration

Awarded to

QUAKELOGIC INC.

at

4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 14001:2015

Environmental Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQU5-20002

Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029

Quality Registrar Systems



QUALITY REGISTRAR SYSTEMS
P.O Box :26826
United Arab Emirates

Tel: +971-2-6714302
Tel: +971-2-3096166
www.qrsyst.com

WORLDWIDE CERTIFICATION

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This certificate is only valid when confirmed by the Register listed in Quality Registrar Systems (qrsyst.com)



Certificate Of Registration

Awarded to
QUAKELOGIC INC.

at
4010 FOOTHILLS BLVD., SUITE 103/194, ROSEVILLE, CA 95747, USA

Quality Registrar Systems certify that the management system of the above organization has been audited and found to be in compliance with the QRS & ISO standard requirements for registration of the management system standard detailed below:

ISO 45001:2018

Occupational Health and Safety Management Systems

Scope of work

DESIGN, DEVELOPMENT, MANUFACTURING, INTEGRATION, SALES, INSTALLATION, AND SERVICING OF SEISMIC AND GEOPHYSICAL, ENVIRONMENTAL MONITORING SYSTEMS, LABORATORY AND INDUSTRIAL TESTING EQUIPMENT, AUTOMATED AND MECHATRONIC SYSTEMS, AND ASSOCIATED HARDWARE AND SOFTWARE SOLUTIONS, INCLUDING DATA ACQUISITION, ANALYSIS, REPORTING, TECHNICAL SUPPORT, TRAINING, AND MAINTENANCE SERVICES

EA 34

Certificate No: AQU5-30002

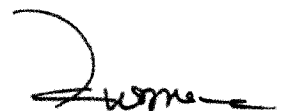
Originally Registered: 23 JAN 2026

Latest Issue: 23 JAN 2026

Valid up-to: 22 JAN 2027

SURV. AUDIT ON OR BEFORE: 22 DEC 2026

RE-CERTIFICATION DUE ON: 22 JAN 2029


Quality Registrar Systems



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WORLDWIDE CERTIFICATION

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Contract #: 2026-1142

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Central Purchasing A1345

Date Submitted: 05/29/2026

Contact Person: [Tina King]

Contact Phone: 518-447-7141

Vendor Info: Unifirst Corporation

Estimated Amount: 80,000.00

Scope of Services: Renewal rental and cleaning of uniforms and carpet runners

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

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



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
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O'NEILL
PURCHASING AGENT

TO: The Honorable Daniel P. McCoy
Albany County Executive

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature

The Honorable Bruce Hidley
Albany County Clerk

FROM: Tina King
Purchasing

DATE: 05/29/2026

SUBJECT: RFB 2023-010 Renewal Rental and Cleaning of Uniforms and Carpet Runners

The Purchasing Division respectfully requests approval of the referenced contract for UniFirst Corporation to provide the services of rental and cleaning of uniforms and carpet runners for various County Departments. We are requesting a one-year renewal contract term. These services will be used by the Department of Public Works, General Services, Water Purification District and the Sheriff's Office. The Sheriff's office will use only the rental and cleaning of carpet runners. A bid was issued for these services and the only bid received was UniFirst Corporation. They are the previously awarded vendor and have kept the pricing the same or lower for this contract. We are requesting authorization for a total cost not to exceed \$80,000.00 to cover the cost of a one-year renewal term for the rental and cleaning of uniforms and carpet runners. This is the first of two renewals of the bid. New award will be April 10, 2026 to April 9, 2027.

Cc:



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DAVID LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

NOTICE OF AWARD

April 27, 2023

Scott Potter
Unifirst Corporation
157 Troy Schenectady Road
Watervliet, NY 12189

RE: RFB-2023-010 Rental and Cleaning of Uniforms and Carpet Runners

Dear Mr. Potter:

You are the successful bidder under Request for Bids 2023-010, as referenced above, for Various Albany County Departments. The Albany County Legislature has approved your contract award in an amount not to exceed \$200,450.00 for the term of April 10, 2023 through April 9, 2026 with two one-year renewal options.

Kindly forward, within fifteen (15) days of the date of this correspondence April 27, 2023, the following items to the Purchasing Division for review:

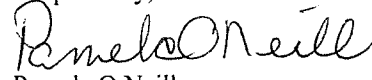
1. Certificate(s) of insurance, showing proof that Albany County is named as an additional insured, as required by the Request for Bids.

In addition, please provide your Schedule of MBE/WBE and labor performance goals directly to Albany County Division of Affirmative Action, 112 State Street, Room 1100, Albany, NY 12207. Affirmative Action approval will be required prior to Albany County giving notice to proceed.

After receipt of same, a contract will be drawn by the Albany County Attorney, and it will be forwarded for your signature.

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

Respectfully,


Pamela O'Neill
Purchasing Agent

PO:mes
Galal Cancer, Affirmative Action (IF AWARD OVER \$100K & AFFIRMATIVE ACTION REQUIREMENTS APPLY

COUNTY OF ALBANY

REQUEST FOR BIDS VARIOUS DEPARTMENTS



RFB #2023-010

RENTAL AND CLEANING OF UNIFORMS AND CARPET RUNNERS

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

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Rental and Cleaning of Uniforms and Carpet Runners RFB NUMBER: 2023-010

Receipt Confirmation Form

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

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

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-BIDDER RESPONSE

RFB #2023-010

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2023-010

Sealed Bids for Rental and Cleaning of Uniforms and Carpet Runners as requested by Various Albany County Facilities will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, February 16, 2023.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, February 2, 2023**.

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
January 24, 2023

PUBLISH ONE DAY – Thursday, February 2, 2023 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, February 2, 2023 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **Rental and Cleaning of Uniforms and Carpet Runners**
- 1.2 Requesting Department: **Various Departments**
- 1.3 Bid Number: **2023-010**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Rental and cleaning of uniforms and carpet runners** as requested by **Various Albany County Departments**
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

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

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, FEBRUARY 16, 2023**, at the following address:

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

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

SECTION 5: TERM OF BID

- 5.1 The bid shall be for the period of **Three Years** from the date of award to date ending. Prices shall remain firm for the entire bid period.
- 5.2 At the end of the initial three year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

SECTION 6: BID SECURITY

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

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder’s qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: Not used

SECTION 9: DISQUALIFICATION

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

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

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

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

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

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: Not used

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

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

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

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

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

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

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of

Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

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

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

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

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

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

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

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

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

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

- 16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.
- 16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

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

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

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

SECTION 18: Not used

SECTION 19: INSURANCE REQUIREMENTS

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

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

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

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

- (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

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

22.2 Orders will be placed on an "as-needed" basis by Albany County departments. There are to be no minimum order amounts required. Bids stipulating minimum quantity or dollar value orders will not be considered.

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

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

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

SECTION 23: CASH DISCOUNT

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

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

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

- 24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.
- 24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
- 24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- 24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of

comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: Not used

SECTION 27: Not used

SECTION 28: Not used

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture,

sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: Not used

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

- 33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- 33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

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

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

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

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

SECTION 34: Not used

SECTION 35: Not used

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
UNIFORM SPECIFICATIONS
RFB-2020-021
SECTION #1

This specification shall describe the minimum acceptable standards to provide uniform rental and cleaning for the Department of Public Works. The successful vendor will be supplying 76 employees with uniforms. All uniforms will be brand new. **The new contract shall include new uniforms.** Each uniform shirt, coat and coverall will be supplied with two patches one with the logo “**Albany County DPW**” and one with the employees last “**Name**”.

Shop employees have the option of either:

- (a) Eleven (11) sets of shirts and pants and two (2) sets of coveralls
- (b) Nine (9) sets of shirts and pants, two sets of coveralls and two jackets

Shop **Foreman** shall be issued tan shirts with either brown pants **or** blue jeans

Shop **Mechanics** and **Laborers** shall be issued blue shirts with either blue pants **or** blue jeans

Field employees have the option of either:

- (a) Nine (9) sets of shirts and pants and two (2) winter jackets each **or**;
- (b) Two (2) sets of coveralls and seven (7) sets of shirts and pants and two (2) winter jackets.

Field **Foreman** shall be issued tan shirts with either brown pants **or** blue jeans

Field **Operators** and **Laborers** shall be issued blue shirts with either blue pants **or** blue jeans

Each employee shall be individually fitted by a representative of the successful vendor who shall guarantee the correct fitting and make adjustments as necessary with new uniforms. New employees shall be fitted within *seven days of notification*.

All garments delivered shall be clean, in wearable condition, free of tears, rips and deteriorated stitching.

All garments cleaned and returned *will be the original issued garment, no substitutions accepted*.

Albany County will determine when a worn and unusable garment is to be replaced. All uniform items shall be cleaned and delivered on hangers in poly bags on a weekly basis.

Prices shall be charged on a **per item** and **per weekly** for full inventory basis F.O.B. destination. Service is every week.

Example: one shirt, one pair trousers, one coverall, and one jacket.

ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
UNIFORM SPECIFICATIONS (continued)
RFB-2023-010

Shirts:

Color: Blue or Tan

(1) 65% polyester 35% cotton poplin shirt with reinforced stress points for severe usage:

or

(2) 100% cotton shirt with reinforced stress points for severe usage:

Industrial Pants:

Color: Blue, Brown

(1) 65% polyester 35% cotton, 7 ½ oz. Twill with heavy duty zipper, reinforced crotch and heavy weight pocketing front and rear.

or

(2) 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

or

(3) Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear, regular or carpenter style.

Coveralls

Color: Blue

(1) 65% polyester, 35% cotton with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

(2) Insulated coveralls blue 7.5 ounce poly/cotton with insulated zip leg. Two (2) pairs per person for 26 weeks, October through April for approximately 10 employees.

Winter Jackets

Color: Blue or Brown

(1) 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

**ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
PICK UP & DELIVERY LOCATIONS
RFB-2020-021**

<u>DIVISION</u>	<u>ADDRESS</u>	<u>PHONE</u>
Berne	#821 Cole Hill Road County Rte 2 East Berne, NY 12059	872-0347
Coeyman	#156 County Rte 111 Alcove, NY 12212	756-2811
Colonie	#756 Albany Shaker Road Albany, NY 12212	869-7198
New Scotland	449 New Salem Road State Rte 85A Voorheesville, NY 12186	765-4510
Shop	449 New Salem Road State Rte 85A Voorheesville, NY 12186	765-2055
Knox	#1296 Township Road State Rte 146 Knox, NY 12107	861-6952
Rensselaerville	#265 County Rte 357 Medusa, NY 12120	239-6715
Westerlo	#19 County Rte 410 Westerlo, NY 12193	797-3911

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
SECURITY / MAINTENANCE / CONSUMER AFFAIRS
UNIFORM SPECIFICATIONS
RFB-2023-010**

This specification shall describe the minimum acceptable standards to provide uniform rental for the Department of General Services. The successful vendor will be supplying approximately thirty (30) employees with uniforms.

Initially, all garments shall be new and in unused condition.

Each employee shall be individually fitted by a representative of the successful vendor who shall guarantee the correct fitting and make adjustments as necessary.

Initially all employees must be fitted and supplied new uniforms within thirty (30) days of receiving Bid Award Letter.

New employees shall be fitted and supplied new uniforms within two (2) weeks of written notification.

Cleaning service will be weekly and all collected garments must be returned the following week.

All soiled garments will be picked up, cleaned and returned to the County Office building back entrance, 37 Howard Street, Albany, NY 12207.

All garments cleaned and returned shall be the original issued garment, no substitutions accepted.

All cleaned garments shall be returned on hangers in poly bags on a weekly basis.

Albany County will determine when a worn and unusable garment is to be replaced. Noted unusable garments must be replaced within two weeks.

Pricing shall be all inclusive, calculated weekly, per item, per employee and F.O.B. destination, invoiced monthly.

Individual employees may be removed or added at any time during the term of the contract.

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
SECURITY UNIFORM SPECIFICATIONS
RFB-2023-010**

Each Security employee (17 total) shall receive:

Eleven (11) shirts – long sleeve
Eleven (11) shirts – short sleeve
Eleven (11) pairs of pants

Each full time Watchman employee (3 total) shall receive:

Eleven (11) shirts – long sleeve
Eleven (11) pairs of pants

Security Shirts

Color: White Oxford Security shirts 65% polyester - 35% cotton with a County of Albany approved security emblem on center left sleeve and a large U.S. flag with matching gold trim on center right sleeve. Flag must be placed with stars first (as if flag is going into the wind).

Security Pants

Color: Black Cargo - 65% polyester - 35% cotton

Watchman Shirts

Color: Light blue Oxford shirts 65% polyester – 35% cotton long sleeve with a County of Albany approved security emblem on center left sleeve and a large U.S. flag with matching gold trim on center right sleeve. Flag must be placed with stars first (as if flag is going into the wind).

Watchman Pants

Color: Navy blue Cargo - 65% polyester - 35% cotton

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
MAINTENANCE UNIFORM SPECIFICATIONS
RFB-2023-010**

Each Maintenance employee (10 total) shall receive:

Seven (7) shirts – short sleeve

Seven (7) pairs of pants

One (1) Winter Jacket

Maintenance Shirts:

Navy Blue 100% Poly, Short Sleeve Collard Polo with no pocket

Industrial Pants:

Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

Winter Jacket

Navy Blue 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
CONSUMER AFFAIRS UNIFORM SPECIFICATIONS
RFB-2023-010**

Each Consumer Affairs Employee (4 total) shall receive:

Seven (7) shirts each – short sleeve
Seven (7) shirts each – long sleeve
Seven (7) Pants each
One (1) Winter Jacket
One (1) Coveralls,
One (1) Insulated Coveralls,

Consumer Affairs Shirts:

Navy Blue 100% Poly, Short Sleeve Collared Polo with no pocket
Navy Blue 8oz Cotton/Poly, Long Sleeve Collared Polo with no pocket

Consumer Affairs Pants:

Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

Consumer Affairs Winter Jacket:

Navy Blue 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

Consumer Affairs Coveralls:

Navy Blue Coveralls, 65% polyester, 35% cotton, 7.5 oz. twill
Navy Blue Insulated Coveralls, 65% polyester, 35% cotton, 7.5 oz. twill w/ zippered legs

**ALBANY COUNTY WATER PURIFICATION DISTRICT
UNIFORM SPECIFICATIONS
RFB-2023-010**

This specification shall describe the minimum acceptable standards to provide uniform rental and cleaning for the Albany County Water Purification District.

MAINTENANCE/OPERATIONS PERSONNEL:

23 employees with uniforms. All uniforms will be brand new. **The new contract shall include new uniforms.** Each uniform shirt and coat will be supplied with two patches one with the logo “**ACWPD**” and one with the employees first “**Name**”.

Each employees have receive eleven (11) sets of shirts (long or short sleeve) and pants and two (2) winter jackets

21 Employees shall be issued blue shirts with blue pants and blue jackets

2 Supervisors shall be issued tan shirts with brown pants and brown jackets

Each employee shall be individually fitted by a representative of the successful vendor who shall guarantee the correct fitting and make adjustments as necessary with new uniforms. New employees shall be fitted within *seven days of notification*.

All garments delivered shall be clean, in wearable condition, free of tears, rips and deteriorated stitching.

All garments cleaned and returned *will be the original issued garment, no substitutions accepted*.

Albany County will determine when a worn and unusable garment is to be replaced. All uniform items shall be cleaned and delivered on hangers in poly bags on a weekly basis.

Prices shall be charged on a **per item** and **per weekly** basis F.O.B. destination. Service is every week. Example: one shirt, one pair trousers, and one jacket.

Shirts:

Color: Blue or Tan Long or Short Sleeve

100% cotton shirt with reinforced stress points for severe usage:

Industrial Pants:

Color: Blue, Brown

100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

**ALBANY COUNTY WATER PURIFICATION DISTRICT
UNIFORM SPECIFICATIONS
RFB-2023-010**

Winter Jackets

Color: Blue or Brown

65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff. Employees choice of waist or hip length.

LABORATORY PERSONNEL NORTH PLANT:

The three (3) Laboratory personnel will be supplied with four (4) lab coats with a two (2) coat weekly rotation.

Color: Navy Blue

5 oz. 80/20 poly/cotton poplin or combed cotton. Notched lapel, left chest pocket and two lower pockets.

Each coat shall have a patch on the left breast with the employee's first name.

In addition to the specific laboratory personnel, the lab shall be supplied with three (3) "stock" lab coats.

Two (2) Large (1 coat weekly rotation)

Two (2) X-Large (1 coat weekly rotation)

Two (2) XX-Large (1 coat weekly rotation)

50 lb. Boxes of Rags – 16-20 boxes per year between both plants

**ALBANY COUNTY SEWER DISTRICT
PICK UP & DELIVERY LOCATIONS**

North Plant:

1 Canal Road South
Menands, NY 12204

South Plant:

209 Church Street
Albany, NY 12201

VARIOUS ALBANY COUNTY DEPARTMENTS
CARPETED FLOOR RUNNER SIZES
RFB-2023-010
SECTION #2

This is a separate section. You do not have to bid on this section to be considered for an award for the uniforms. All carpet runners are to be installed new at the beginning of the contract. All carpet runners are to be of Industrial Weight to prevent curling. Unless otherwise directed all carpet runners will be delivered and placed in the areas of use at each address. Any County Department may start, discontinue or change service for the carpets at any time during the term of the contract.

Department of Public Works:
Color – Black

Quantity 11 – 3' x 10' carpet

Quantity 16 – 3' x 5' carpet

Quantity 7 – 4' x 6' carpet

To be changed every other week. Department has the option to change to weekly service

Water Purification District
Color – Black or Blue

Quantity of 4 – 4' x 6' carpet

Quantity of 1 – 3' x 10" carpet

To be changed every other week. Department has the option to change to weekly service

**VARIOUS ALBANY COUNTY DEPARTMENTS
CARPETED FLOOR RUNNER SIZES – (continued)
RFB-2023-010
SECTION #2**

Department of General Services: Scheduled replacement every other week.

Color – Black

Board of Elections, 224 South Pearl Street, Albany, NY 12202

Quantity 2 – 4' x 6' carpet
Quantity 2 – 3' x 10' carpet

Department of Social Services, 162 Washington Ave, Albany, NY

Quantity 2 – 4' x 8' carpet
Quantity 5 – 4' x 6' carpet
Quantity 4 – 3' x 10' carpet
Quantity 4 – 3' x 5' carpet

Albany County Court House, 16 Eagle Street, Albany, NY 12207

Quantity 8 – 4' x 6' carpet
Quantity 18 – 3' x 10' carpet
Quantity 4 – 3' x 5' carpet

Albany County Judicial Center, 6 Lodge Street, Albany, NY 12207

Quantity 4 – 4' x 6' carpet
Quantity 13 – 3' x 10' carpet

Albany County Family Court, 30 Clinton Ave, Albany, NY 12207

Quantity 3 – 4' x 6' carpet
Quantity 7 – 3' x 10' carpet

Albany County Office Building 112 State Street, Albany 12207

Quantity 3 – 4' x 6' carpet
Quantity 12 – 3' x 10' carpet

**VARIOUS ALBANY COUNTY DEPARTMENTS
CARPETED FLOOR RUNNER SIZES – (continued)
RFB-2023-010
SECTION #2**

**Sheriff's Department E-911
Color – Black**

Quantity of 3 – 4' x 6' carpet

Quantity of 1 – 4' x 8' carpet

To be changed every other week. Department has the option to change to weekly service

**Sheriff's Department Clarksville
Color – Brown**

Quantity of 2 – 3' x 5' carpet

Quantity of 4 – 3' x 10' carpet

Quantity of 1 – 4' x 8' carpet

To be changed every other week. Department has the option to change to weekly service

**Sheriff's Department EMS Voorheesville
Color – Black**

Quantity of 2 – 4' x 6' carpet

Quantity of 2 – 3' x 10' carpet

Dust Mops

Quantity of 4 - 36" Dust Mop Head - To fit on frame owned by County

To be changed every other week

The Sheriff may add more locations during the contract.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**
Bid Number: **2023-010**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

- 7. Communication concerning this Bid shall be addressed to:

Phone: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**
Bid Number: **2023-010**

SECTION 1 – UNIFORMS

PUBLIC WORKS, DGS and WATER PURIFICATION DISTRICT:

Shirts:

Color: Blue or Tan

(1) 65% polyester 35% cotton poplin shirt with reinforced stress points for severe usage:

Long Sleeve \$ _____ ea.

Short Sleeve \$ _____ ea.

or

(2) 100% cotton shirt with reinforced stress points for severe usage:

Long Sleeve \$ _____ ea.

Short Sleeve \$ _____ ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **2023-010**

Industrial Pants:

Color: Blue, Brown

- (1) 65% polyester 35% cotton, 7 ½ oz. Twill with heavy duty zipper, reinforced crotch and heavy weight pocketing front and rear.

\$ _____ ea.

or

- (2) 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$ _____ ea.

or

- (3) Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$ _____ ea.

Coveralls:

Color: Blue

- (1) 65% polyester, 35% cotton with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$ _____ ea.

Insulated coveralls:

Color: Blue

- (1) 7.5 ounce poly/cotton with insulated zip leg

\$ _____ ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **203-010**

PUBLIC WORKS (continued):

Winter Jackets:

Color: Blue or Brown

(1) 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

Hip length \$ _____ ea.

Waist length \$ _____ ea.

Patches:

\$ _____ ea.

GENERAL SERVICES:

Shirts Security and Watchman:

Color: White and Light Blue Oxford Security shirts 65% polyester - 35% cotton with County of Albany approved security emblem on left sleeve and a large U.S. flag with gold trim on right sleeve

Long Sleeve \$ _____ ea.

Short Sleeve \$ _____ ea.

Pants:

Color: Black or Navy Cargo - 65% polyester - 35% cotton \$ _____ ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **2023-010**

GENERAL SERVICES CONSUMER AFFAIRS

Navy Blue 100% Poly, Short Sleeve Collared Polo with no pocket \$_____ea.

Navy Blue 8oz Cotton/Poly, Long Sleeve Collared Polo with no pocket \$_____ea.

WATER PURIFICATION DISTRICT

Laboratory Coats:

Color: Navy Blue 5 oz. 80/20 poly/cotton poplin or combed cotton \$_____ea.
Left chest pocket and 2 lower pockets

Patches: \$_____ea.

Color: Navy Blue: 65/35 poly/combed cotton twill 2 chest pockets \$_____ea.
And 2 lower double pockets

50 lb. Box of Rags \$_____ea.

SECTION 2 – CARPET RUNNERS

Department of Public Works:

Color – Black

Quantity 11 – 3' x 10' runners \$_____ea.

Quantity 16 – 3' x 5' runners \$_____ea.

Quantity 7 – 4' x 6' runners \$_____ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **2023-010**

Department of General Services:

Color – Black

Quantity 2 – 4' x 8' runners \$_____ea.

Quantity 9 – 4' x 6' runners \$_____ea.

Quantity 24 – 3' x 10' runners \$_____ea.

Water Purification District:

Color – Black or Blue

Quantity 3 – 4' x 6' runners \$_____ea.

Quantity 1 – 3' x 10' runners \$_____ea.

Sheriff's Department E-911:

Color – Black

Quantity 3 – 4' x 6' runners \$_____ea.

Quantity 1 – 4' x 8' runners \$_____ea.

Sheriff's Department Clarksville:

Color – Brown

Quantity 2 – 3' x 5' runners \$_____ea.

Quantity 4 – 3' x 10' runners \$_____ea.

Quantity 12 – 4' x 8' runners \$_____ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **2023-010**

Sheriff's Department Voorheesville:

Color – Black

Quantity 2 – 3' x 5' runners \$_____ea.

Quantity 4 – 3' x 10' runners \$_____ea.

Quantity 12 – 4' x 8' runners \$_____ea.

Quantity of 4 - 36" Dust Mop Head - To fit on frame owned by County \$_____ea.

**PLEASE MAKE A NOTATION IF YOU DO NOT CARRY A PARTICULAR
SIZE CARPET AND WRITE IN THE CLOSEST SIZE MAT YOU CAN
SUPPLY**

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 BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**
Bid Number: **2023-010**

THIS BID IS SUBMITTED TO:

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

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

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

Date

Number

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

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

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

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

7. Communication concerning this Bid shall be addressed to:

Shane Williams
157 Troy Schenectady Rd
Watervliet NY 12189
Phone: 518-274-9135 prompt (2)

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**
Bid Number: **2023-010**

SECTION 1 – UNIFORMS

PUBLIC WORKS, DGS and WATER PURIFICATION DISTRICT:

Shirts:

Color: Blue or Tan

(1) 65% polyester 35% cotton poplin shirt with reinforced stress points for severe usage:

Long Sleeve \$.14 ea.

Short Sleeve \$.14 ea.

or

(2) 100% cotton shirt with reinforced stress points for severe usage:

Long Sleeve \$.15 ea.

Short Sleeve \$.15 ea.

BID IDENTIFICATION:

Title: **Rental and Cleaning of Uniforms and Carpet Runners**

Bid Number: **2023-010**

Industrial Pants:

Color: Blue, Brown

- (1) 65% polyester 35% cotton, 7 ½ oz. Twill with heavy duty zipper, reinforced crotch and heavy weight pocketing front and rear.

\$.15 ea.

or

- (2) 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.15 ea.

or

- (3) Denim 100% cotton pants with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.17 ea.

Coveralls:

Color: Blue

- (1) 65% polyester, 35% cotton with heavy-duty zipper, reinforced crotch and heavyweight pocketing front and rear.

\$.36 ea.

Insulated coveralls:

Color: Blue

- (1) 7.5 ounce poly/cotton with insulated zip leg

\$.46 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 203-010

PUBLIC WORKS (continued):

Winter Jackets:

Color: Blue or Brown

(1) 65% polyester, 35% cotton 7 ½ oz twill, quilted back lining, zippered front, pencil pocket on sleeve, adjustable cuff.

Hip length \$.36 ea.

Waist length \$.36 ea.

Patches:

\$ ~~1.40~~ ea.

GENERAL SERVICES:

Shirts Security and Watchman:

Color: White and Light Blue Oxford Security shirts 65% polyester - 35% cotton with County of Albany approved security emblem on left sleeve and a large U.S. flag with gold trim on right sleeve

Long Sleeve \$.15 ea.

Short Sleeve \$.15 ea.

Pants:

Color: Black or Navy Cargo - 65% polyester - 35% cotton \$.15 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2023-010

GENERAL SERVICES CONSUMER AFFAIRS

Navy Blue 100% Poly, Short Sleeve Collared Polo with no pocket \$.15 ea.
Navy Blue 8oz Cotton/Poly, Long Sleeve Collared Polo with no pocket \$.15 ea.

WATER PURIFICATION DISTRICT

Laboratory Coats:

Color: Navy Blue 5 oz. 80/20 poly/cotton poplin or combed cotton
Left chest pocket and 2 lower pockets \$.38 ea.
Patches: \$ N/C ea.
Color: Navy Blue: 65/35 poly/combed cotton twill 2 chest pockets
And 2 lower double pockets \$.38 ea.
50 lb. Box of Rags \$ 30.00 ea.

SECTION 2 – CARPET RUNNERS

**Department of Public Works:
Color – Black**

Quantity 11 – 3' x 10' runners \$ 3.25 ea.
Quantity 16 – 3' x 5' runners \$ 3.00 ea.
Quantity 7 – 4' x 6' runners \$ 3.25 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2023-010

**Department of General Services:
Color – Black**

Quantity 2 – 4' x 8' runners \$ 4.00 ea.
Quantity 9 – 4' x 6' runners \$ 3.25 ea.
Quantity 24 – 3' x 10' runners \$ 3.25 ea.

**Water Purification District:
Color – Black or Blue**

Quantity 3 – 4' x 6' runners \$ 3.25 ea.
Quantity 1 – 3' x 10' runners \$ 3.25 ea.

**Sheriff's Department E-911:
Color – Black**

Quantity 3 – 4' x 6' runners \$ 3.25 ea.
Quantity 1 – 4' x 8' runners \$ 4.00 ea.

**Sheriff's Department Clarksville:
Color – Brown**

Quantity 2 – 3' x 5' runners \$ 3.00 ea.
Quantity 4 – 3' x 10' runners \$ 3.25 ea.
Quantity 12 – 4' x 8' runners \$ 4.00 ea.

BID IDENTIFICATION:

Title: Rental and Cleaning of Uniforms and Carpet Runners
Bid Number: 2023-010

**Sheriff's Department Voorheesville:
Color – Black**

Quantity 2 – 3' x 5' runners	\$ <u>3.00</u> ea.
Quantity 4 – 3' x 10' runners	\$ <u>3.25</u> ea.
Quantity 12 – 4' x 8' runners	\$ <u>4.00</u> ea.
Quantity of 4 - 36" Dust Mop Head - To fit on frame owned by County	\$ <u>.50</u> ea.

**PLEASE MAKE A NOTATION IF YOU DO NOT CARRY A PARTICULAR
SIZE CARPET AND WRITE IN THE CLOSEST SIZE MAT YOU CAN
SUPPLY**

Until both sides agree on and sign a final written contract, we do not accept
without restrictions, the RFP terms and award conditions. We understand the County of
Albany does not intend to begin negotiating terms until the bid has been awarded. Please note, UniFirst
takes very reasonable positions in negotiating terms and conditions.

COMPANY:

UniFirst Corporation

ADDRESS:

157 Troy Schenectady Rd.

CITY, STATE, ZIP:

Watervliet, NY. 12189

TEL. NO.:

518-274-9135

FAX NO.:

N/A

FEDERAL TAX ID NO.:

042103460

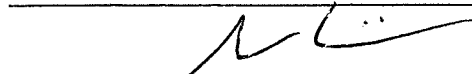
REPRESENTATIVE:

Shane Williams

E-MAIL:

Shane - Williams @ UniFirst, com

SIGNATURE AND TITLE

 GM

DATE

2-3-2023

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.

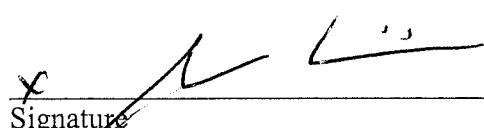
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets 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

2-3-2023

Date


Signature

General Manager
Title

UniFirst Corporation
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

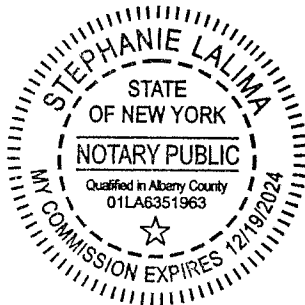
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 3 day of February, 2023, before me personally appeared Shane Williams to me known, who, being by me sworn, did say that he resides at (give address) Malta, NY; that he is the (give title) General Manager of the (name of corporation) Unifirst 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 New York

Qualified in Albany County

Commission Expires 12.19.2024

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME UniFirst Corporation		3. IDENTIFICATION NUMBERS a) FEIN # 04-2103460 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.unifirst.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 157 Troy Schenectady Rd Watervliet, NY 12189		7. TELEPHONE NUMBER 518-274-9135	8. FAX NUMBER N/A
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 THIS QUESTIONNAIRE Name Shane Williams Title General Manager Telephone Number 518-274-9135 Fax Number — e-mail Shane-Williams@unifirst.com			
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 PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		☐ Yes ☒ No	
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

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

FEIN # 04-2103460

CERTIFICATION:

The undersigned certifies that he/she:

- Name of Business UniFirst Corporation Signature of Owner [Signature]
Address 157 Troy Schenectady Rd Printed Name of Signatory Shane Williams
City, State, Zip Watervliet, NY 12189 Title General Manager

A circular notary seal for Stephanie Lalima, a Notary Public in the State of New York. The seal features her name "STEPHANIE LALIMA" at the top, "STATE OF NEW YORK" in the center, and "NOTARY PUBLIC" below it. At the bottom, it states "MY COMMISSION EXPIRES 12/19/2024". A star is positioned at the very bottom center of the seal. The seal is surrounded by a decorative border of small vertical lines.

Stephanie Laline
Printed Name
Signature
02.03.2023
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

2/3/23

Uni First

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

RE: BID # 2023-010
Rental and Cleaning of Uniforms and Carpet Runners

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☒ I WISH TO RENEW BID #2023-010 AND WILL HOLD
AWARDED BID PRICES THROUGH APRIL 9, 2027

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR:

UniFirst Corp LLC.

REPRESENTATIVE:

Scott J Potter

TELEPHONE #

518-274-9135

FAX #:

SIGNATURE:



PLEASE RETURN THIS FORM BY FAX
TO Tina King @ tina.king@albanycountyny.gov

RESOLUTION NO. 120

**AUTHORIZING AN AGREEMENT WITH UNIFIRST CORPORATION
REGARDING THE RENTAL AND CLEANING OF UNIFORMS AND CARPET
RUNNERS FOR VARIOUS COUNTY DEPARTMENTS**

Introduced: 4/10/23

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with UniFirst Corporation regarding the rental and cleaning of uniforms and carpet runners for various County departments in an amount not to exceed \$200,450 for a term commencing April 10, 2023 and ending April 9, 2026, with two one-year renewal options, and

WHEREAS, The Department, through the Purchasing Agent, issued a request for bids for the rental and cleaning of uniforms and carpet runners at various County departments and only one bid was received, and

WHEREAS, The Commissioner and the Purchasing Agent have reviewed said bid and have recommended awarding the contract to UniFirst Corporation as the sole bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with UniFirst Corporation, Watervliet, NY 12189, regarding the rental and cleaning of uniforms and carpet runners for various County departments in an amount not to exceed \$200,450 for a term commencing April 10, 2023 and ending April 9, 2026, with two one-year renewal options, and, be it further

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

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

Adopted by unanimous vote – 4/10/23

Contract #: 2026-1148

Contract Type: standard

Contract Action: new

Procurement Type: State Contract

Department: Information Services A1680

Date Submitted: 05/29/2026

Contact Person: [Patrick Alderson],[David Berkun],[Sue Gross]

Contact Phone: 518-447-3033,518-447-7283,518-447-5612

Vendor Info: Eclipse Network Solutions, LLC

Estimated Amount: \$32,219.93

Scope of Services: Access Control System - Equipment & Installation - DPW - 449 New Salem Road

Budget Line Item: HHY91680.22000E

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - State Contract

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

DIGITAL SIGNATURE PAGE



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycountyny.gov

PATRICK ALDERSON
CHIEF INFORMATION OFFICER

DAVID S. BERKUN
DEPUTY CHIEF INFORMATION OFFICER

May 29, 2026

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
Harold L. Joyce Albany County Office Building
112 State Street, Room 710
Albany, NY 12207

Hon. Bruce A. Hidley, Albany County Clerk
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

Hon. Daniel P. McCoy, Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Contract Administration Board Members,

The Division of Information Services is requesting authorization to enter into an agreement with eCclipse Network Solutions for the purchase of door access control equipment and configuration of said equipment at the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, NY 12186 in accordance with NYS OGS Contract PT68791, Group 77201 Award 23150 – Intelligent Facility & Security Systems and Solutions. The vendor will provide and install S2 Network Nodes, Micro Nodes, readers, electric strikes, request to exit sensors, release buttons, power supplies, intercoms, camera licenses, and will provide an installer, project manager and technician for the duration of this project. The door access system will help ensure employee safety as well as public safety. The project cost will not exceed \$32,219.93. This project is part of Capital Plan project I2301, for which financing authorization has been approved pursuant to Resolution 26-185. Should you have any questions, please reach out to the Division of Information Services. Thank you for your consideration.

Sincerely,
Patrick Alderson
Patrick Alderson
Chief Information Officer

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



Albany Co New Salem Rd DPW Door Access

Quote #QT10549

Prepared for **Albany County**

By Matthew Krutka | mkrutka@eclipsens.com

Valid until Monday, June 8, 2026

eCLIPSE Network Solutions

122 Karner Road

Albany, NY 12205

Phone Number: 518-218-0130

NYS OGS Contract PT68791

Scope of Work:

- Provide and install (1) S2 network node with (2) blades in basement IT room of main bldg.
- Provide and install (2) micro nodes for three doors in the DPW shop area.
- Provide and install readers, electric strikes, request-to-exit devices at 8 doors at the facility.
- It was determined that Door D7 would need to be replaced before any door access hardware was installed on it.
- It was strongly recommended that a door tensioner was installed on Door D6.
- All aluminum door frames will need to be cut for electric strikes.
- One crash bar will get a retro ELR kit.
- Readers will be wall mounted or Mullion mounted.
- Provide wired door release buttons at two desk locations.
- Wiring (Banana Cable) to be done by others.
- It is unknown where exactly the wires will be pulled to. Additional conduit may be needed.
- Provide multichannel power supply in main building to be placed in the basement IT room.
- The Strikes in the Shop area connected to the MicroNode Plus's will be powered from the wet outputs of the MNP's
- Provide (3) AXIS Intercoms and VMS Camera Licenses.
- Program, update and integrate into customers VMS for video streams.

Door Access Parts

\$17,773.62

Product	Quantity	Price	Amount
 Lenel S2 Network Node In Wall Mount Enclosure With 1 S2 Acm Blade (Supports Up To 7 S2 Application Blades) Wall Mount Enclosure With (1) S2 ACM Blade And 6 Available Expansion Slots. S2-NN-E2R-WM	1	\$3,172.00	\$2,854.80 10% off \$3,172.00
 Lenel S2 Lenels2 Access Control Application Blade Access Control Application Extension Blade With Support For 2 Osdp Or Wiegand Readers, 4 Inputs And 4 Outputs. Osdp Support Requires NetBox Software V S2-ACM	2	\$1,066.00	\$1,918.80 10% off \$2,132.00
 Lenel S2 Micronode Plus 2 Reader Inputs, 4 Supervised Inputs, 4 Relay Outputs, In Wall Mount Enclosure. 12 VDC/PoE/PoE Plus. S2-MNP	2	\$1,990.00	\$3,582.00 10% off \$3,980.00
 Lenel/S2 - HID Signo 40 Card Readers (Doors: D1, D3, D4x2, D5, D6, D7, D8x2) 40NKS-00-000000	9	\$437.83	\$3,546.42 10% off \$3,940.47
 Lenel/S2 - HID Signo 20 Card Readers (Door D2) 20NKS-00-000000	1	\$424.96	\$382.46 10% off \$424.96
 HES 4500C Series Complete Pac Electric Strike with Latchbolt Monitor 4500c-630-LBM	8	\$742.00	\$4,333.28 27% off \$5,936.00
 Bosch Request-to-exit sensor DS150i	7	\$108.00	\$680.40 10% off \$756.00
 Bosch Momentary Release Button ISC-PB1-100	2	\$23.90	\$43.02 10% off \$47.80
 Altronix Proprietary Power Supply STRIKEIT1	1	\$540.54	\$432.43 20% off \$540.54

Intercom Parts			\$4,103.31	
Product	Quantity	Price	Amount	
 AXIS I8016-LVE Network Video Intercom 01995-001	2	\$1,199.00	\$2,278.10	5% off \$2,398.00
 AXIS T18602 Wall Mount for IP Intercom 02066-001	2	\$159.00	\$302.10	5% off \$318.00
 AXIS I8116-E Network Video Intercom 02408-001	1	\$899.00	\$854.05	5% off \$899.00
 Qognify VMS Advanced Camera Extension QVM-A-ADV-1C	3	\$210.00	\$567.00	10% off \$630.00
 Qognify 1ST YR. Enterprise Sma For Qognify VMS Advanced Camera Extension QVM-A-ADV-1C-SMA-EI	3	\$37.80	\$102.06	10% off \$113.40

Labor			\$10,343.00	
Product	Quantity	Price	Amount	
 NYS Reg 5 (2025) Installer	60	\$153.55	\$9,213.00	
 NYS Project Manager	6	\$150.00	\$900.00	
 NYS Offsite Tech	2	\$115.00	\$230.00	

Subtotal	\$35,631.17
Discount	-\$3,411.24
Shipping	\$0.00
Tax	\$0.00
Total	\$32,219.93

TERMS and Conditions

***Additional Labor and Materials may be required for conditions encountered during implementation not**

included in the original scope of work as authorized by the customer.

***Unanticipated material supply and availability may require adjusted materials, timeline and invoicing. (Supply**

Chain)

***eCLIPSE reserves the right to progress bill for equipment received as a result of any supply chain issues.**

***Pricing based on current model numbers and pricing and subject to change after quote expiration.**

***Credit Card Fee of 3% will be added to all credit/debit transactions.**

***Interest charges on past due accounts subject to a 1.5% monthly finance charge.**

*** Additional training or professional services can be provided at our standard rates.**

***This proposal is subject to the terms and conditions of the eCLIPSE General Terms and Conditions located at**

<https://www.eclipsens.com/termsand> as amended from time to time, which are hereby incorporated by

reference and made part of this Proposal.

***Signed Proposal and/or PO should be sent back to: CustomerPO@eclipsens.com**

Contract #: 2026-1015

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Management and Budget A1340

Date Submitted:

Contact Person: [Katelyn Pauly],[Martin Dolan],[Budget Management]

Contact Phone: 518-447-5525,,(518)447-5525

Vendor Info: Big Brothers Big Sisters of the Capital Region, Inc

Estimated Amount: 100000

Scope of Services: Increasing ARPA award to Big Brothers Big Sisters

Budget Line Item: Revenue,Appropriation

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 100.00

BID, RFP, RFQ Completed? Yes - Other

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

AMENDMENT AGREEMENT

Contract NO. 2026-1015

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 (hereinafter the "County"), and BIG BROTHERS BIG SISTERS OF THE CAPITAL REGION, INC, with a principal office located at Po Box 8468 Albany, NY 12208 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **Original Contract Date**, the County entered into an agreement pursuant to Contract number **Contract Number** ("Agreement") with the Vendor for Big Brother Big Sisters ARPA funding, providing for an initial term of **Original Term**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Schedule "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 100000 as provided in Schedule "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **Total Amended Contract Amount**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycountyny.gov

M. DAVID REILLY, JR.
COMMISSIONER

ALEXANDER G. DOTT
DEPUTY COMMISSIONER

April 27th, 2026

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Chairwoman Cunningham,

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

M. David Reilly, Jr.
Commissioner



County of Albany

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

Legislation Text

File #: TMP-7394, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Reallocation of unspent balances on completed ARPA projects

Date: April 22, 2026
Department: Management and Budget
Attending Meeting: Martin Dolan, Kate Pauly
Submitted By: Martin Dolan
Title: Grants Specialist
Phone: 518-447-3019

Purpose of Request: Amending prior Legislation Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Albany County, various external ARPA subrecipients

Term: (Start/end date or duration) January 1, 2024 - December 31, 2026
Amount/Raise Schedule/Fee: \$0

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:

Revenue Account and Line: CM Fund
Revenue Amount: \$220,000.73
Appropriation Account and Line: CM Fund
Appropriation Amount: \$220,000.73

ADDITIONAL INFORMATION:

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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Amending the following resolutions: 2024-103, 2023-605, 2023-663, 2023-671, 2024-636, 2023-665, 2023-669, 2023-660, 2024-098, 2024-497, 2026-121

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

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

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APPROPRIATIONS									
FUND	ORG	BUDGET LINE		DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
		OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS.	POSITION CONTRO				
CM	92200S	44046Z	ARP23				\$ 200,000.00		Capital Region Workforce Developme
CM	92210S	44046Z	ARP24				\$ 0.73		Capital Region BOCES
CM	92209S	44046Z	ARP24				\$ 20,000.00		HVCC Educational Opportunity Cente
CM	93602B	44046Z	ARP24			\$ 100,000.00			Big Brothers Big Sisters
CM	93623B	44046Z	ARP24			\$ 58,000.00			Capital Region Pride Center
CM	93802S	44046Z	ARP24			\$ 62,000.73			Park Playhouse
TOTAL APPROPRIATIONS						\$220,000.73			
TOTAL REVENUES							\$220,000.73		
GRAND TOTAL						\$0			



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Wendy Ashley, Director of Business Operations, Capital Region BOCES
From: Albany County, New York, Pass-through entity
Date: April 22, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 99 for 2024, for the Capital Region BOCES's Workforce Development programming funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$0.73 by mutual agreement. Said change will become effective immediately.

Albany County is reallocating this amount because Capital Region BOCES's project has been completed. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence dated February 18, 2026. With this reallocation, Capital Region BOCES's remaining ARPA balance will be \$0.00 and Albany County will distribute the funds to other existing projects as needed.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Kate Lyn Pauly

Signature:

Kate Lyn Pauly

Workforce Development Board

Representative name:

Wendy Ashley

Signature:

Wendy Ashley



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
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WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Brian Williams, Executive Director, Capital Region Workforce Development Board
From: Albany County, New York, Pass-through entity
Date: April 15, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 245 for 2023 for the Capital Region Workforce Development Board's On-the-Job Training Program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$200,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and the Workforce Development Board, as outlined in correspondence and a revised budget and workplan dated April 15, 2026. With these changes, both Albany County and the Workforce Development Board are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name: Kate Pauly
Signature: Kate Pauly

Workforce Development Board

Representative name: Brian J. Williams
Signature: Brian J. Williams

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name:	Capital Region Workforce Dev. Board
Vendor Number:	
Project Number:	
Project Title:	On the Job Training

EXPENDITURES	ORIGINAL ARPA USES	REQUESTED CHANGE	VARIANCE (+/-)
1. Personnel (Salary and Wages)	\$	\$	\$
2. Fringe Benefits	\$	\$	\$
3. Travel	\$	\$	\$
4. Equipment	\$	\$	\$
5. Supplies	\$	\$	\$
6. Contractual Services and Subawards	\$ 900,000	\$ 700,000	\$ -200,000
7. Consultant (Professional Service)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$ 100,000	\$ 100,000	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$	\$	\$
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 200,000	\$ +200,000
TOTALS	\$	\$	\$

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

See attached email correspondence for details of
pass through awards

Box 16, other costs: To be reallocated to Albany County

Signature of Authorized Representative:	
Print Name:	
Title:	
Date:	
The Below Space is for County Use Only	
Is requested change ARPA eligible (yes/no)?	Yes
First Review By:	Martin Dolan
Date Reviewed:	4 15 2026
Second Review By:	Kate Pauly
Date Reviewed:	4 15 2026
Is the requested approved or denied?	Approved

THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD

Providing Workforce Solutions for New York's Capital Region - Albany, Rensselaer, and Schenectady



MEMORANDUM

TO: Kate Pauly, Albany County Grants Coordinator
Martin Dolan, Albany County Grants Specialist

FROM: Brian J. Williams, CRWDB Executive Director *BJW*

DATE: April 15, 2026

RE: Partial Allocation of ARPA Grant Award

EXECUTIVE COMMITTEE

Jim Hurley
Chair
Home Instead

Ian Glasgow
Vice Chair
Next Advance

Graig Carbino
Secretary
Broadview FCU

Leola Edelin
Renaissance Hotel

Sarah Wilson-Sparrow
SUNY Schenectady

Brian J. Williams
Executive Director

CHIEF ELECTED OFFICIALS

Dr. Dorcey L. Appllys
Mayor, City of Albany

Daniel P. McCoy
Albany County Executive

Steven F. McLaughlin
Rensselaer County Executive

Gary Hughes
Schenectady County Legislature, Chair

This memorandum provides an update regarding the utilization of the \$1,000,000 workforce funding award allocated to the Capital Region Workforce Development Board under the American Rescue Plan Act pass-through 2023 Subaward Agreement No. 245.

At this time, we are finalizing internal estimates and working with partner organizations to solidify precise budget figures. Based on current projections, we anticipate expending approximately **\$800,000** of the total award. Accordingly, we are prepared to **reallocate \$200,000 back to Albany County**.

The projected \$800,000 in expenditures reflects a comprehensive investment strategy that includes both incurred and anticipated costs. This total accounts for funding already spent, including an additional invoice of approximately \$60,000 for the most recent quarter, which will be submitted shortly. It also includes projected future expenditures under the On-the-Job Training (OJT) program, inclusive of staffing resources dedicated to employer outreach and program marketing.

In addition, funding will support several targeted workforce initiatives coordinated by our Workforce Development Board and Career Center, including the launch of a **Job Club Bootcamp**, designed to prepare unemployed individuals for employment across key industries through structured job readiness and placement support.

In addition to the above mentioned, the remaining funds will be distributed as sub-awards to workforce partners to implement specialized training and workforce development programs, including, but not limited to:

- **RISSE** – English as a Second Language (ESL), job readiness training, and employer education
- **Uniquely Aabled Academy** – CNC Machining training for individuals on the autism spectrum
- **Employer Resource Network** – Success Coaching services to support employee retention
- **Hudson Valley Community College (HVCC)** – HVAC training and certification programs
- **University at Albany (UAlbany)** – Professional and leadership development programming for businesses
- **Capital Region BOCES** – Tuition support for healthcare training and certification programs

We have requested one-page summaries from each partner organization outlining their respective projects, and will share detailed funding allocations for each entity with you once received.

Many thanks to Albany County for your commitment to workforce development and your investment in the human capital that ensures businesses have a skilled workforce and residents have the tools that lead to family-sustaining careers.

Please feel free to reach out with any questions or if additional information is needed at this stage.

A proud partner of the
AmericanJobCenter*
network



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Allison Collins Schroeder, Director of Grants, Hudson Valley Community College EOC
From: Albany County, New York, Pass-through entity
Date: April 20, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 2030 for 2024 for the Hudson Valley Community College's EOC program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$20,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence and a revised budget and workplan dated April 20, 2026. With these changes, both Albany County and the HVCC are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Katelyn Pauly

Signature:

Kate Pauly

Hudson Valley Community College Representative name:

Gerard Marino

Signature:

Gerard Marino

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name: **Hudson Valley Community College**

Vendor Number: **LELKBMMKKMWN4**

Project Number: **2024-2030**

Project Title: **CDEOC Mobile Electrical Lab**

EXPENDITURES	ORIGINAL ARPA USES (approved budget)	REQUESTED CHANGE	VARIANCE (+ -) (revised budget)
1. Personnel (Salary and Wages)	\$ 9,340	\$	\$ 9,340
2. Fringe Benefits	\$ 3,520	\$ (3,520)	\$
3. Travel	\$	\$	\$
4. Equipment	\$ 149,276	\$ (32,495)	\$ 116,781
5. Supplies	\$ 16,724	\$	\$ 16,724
6. Contractual Services and Subawards	\$	\$	\$
7. Consultant (Professional Services)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$	\$	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$ 27,140	\$ (14,713)	\$ 12,427
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 31,200	\$ 31,200
TOTALS	\$ 200,000	\$ (19,548)	\$ 180,452

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

The Electrical Technician class is going very well. We have 12 students enrolled and attending in the first class and anticipate enrolling another 12 students for the fall semester (August 25, 2026 – December 23, 2026). We are working diligently to meet our original enrollment goal of 24 students.

We request a budget amendment to use the remaining equipment allocation to renew the annual contract for TransfrVR software. The subscription costs \$31,200/year, due 7/1/2026, is categorized above as "Other." In addition to integrating TransfrVR headsets for virtual reality training simulations in the Electrical Technician curriculum and other EOC CTE programs, we are also deploying the TransfrVR headsets for career exploration opportunities at career fairs and community events throughout Albany County.

In addition, we will reduce the Miscellaneous Supply budget, which is adequate for the fall cohort.

The net difference of \$20,000.00 will be returned to Albany County for the benefit of other grantees.

Signature of Authorized Representative:

Print Name:

Title:

Date

The Below Space is for County Use Only

Is requested change ARPA eligible (yes/no)?

Yes

First Review By:

Martin Dolan

Date Reviewed:

4 / 20 / 2026

Second Review By:

Kate Pauly

Date Reviewed:

4 / 22 / 2026

Is the requested approved or denied?

Approved

BBBS Mentorship as Local Infrastructure

Workforce Development Pipeline Partnership

Albany County is full of potential, yet too many young people leave after high school, taking their talent, creativity, and promise with them. Big Brothers Big Sisters of the Capital Region offers a solution rooted in mentorship, partnership, and opportunity—uniting corporate partners, educators, and community organizations to help Albany County youth stay connected, prepared, and thriving. BBBSCR provides the infrastructure many programs lack: structured, long-term relationships supported by data, accountability, and measurable outcomes. **With County leadership, these results stay local**—creating a scalable model that attracts future investment and strengthens Albany County’s talent pipeline.

Unparalleled Accountability & Data Framework

- Rigorous, real-time data tracking using proprietary BBBS framework by University of Chicago & Harvard
- Individualized outcome plans with monthly progress monitoring and 24/7 support
- Quarterly reporting on key metrics (SEL, academic, behavioral, and career readiness)
- Full transparency and guaranteed outcomes — we measure what matters and adjust in real time
- Proven model that closes the **wealth gap by 2/3** for participating youth

Proven Outcomes

- **70% decrease** in depressive symptoms among student participants
- 100% of High School Leadership Program participants on track for graduation
- Significant improvements in attendance, behavior, bullying reduction (40%), and career awareness
- Strong track record of keeping talent local — ensuring County investments benefit Albany County employers and economy

Strategic Value to Albany County

- Addresses the current youth mentoring waitlist with priority for Albany County children
- Builds a prepared, diverse, locally-rooted talent pipeline for high-demand industries
- Delivers measurable ROI and demonstrable performance metrics for economic investment
- Positions **Albany County as the leader** in innovative, outcomes-driven youth workforce development

Program Design

- **Individualized one-to-one mentoring** with youth outcome plans, beginning in 3rd grade
- 10th & 11th graders matched with 3rd & 4th graders for **consistent near-peer support**
- Bi-weekly facilitated sessions: **school visits, post-secondary exposure, and workplace visits**
- **Clear progression pathway**: Foundations (Grades 3–4) → Growth & Transition (Grade 5) → Leadership (Grades 9–11) → Launch (College & Early Career)
- **Strong integration** with schools, colleges, and employers through JEDI Mentorship Consortium

With Additional Questions Please Contact

Keila dos Santos, CEO *Big Brothers Big Sisters of the Capital Region* | keila@bbbscr.org | 838-934-5535

Albany County, New York
Department of Management & Budget
Attn: Mr. Martin Dolan
112 State Street
Albany, NY 12207

May 6, 2025

Dear Mr. Dolan,

I am writing regarding the possibility of securing additional American Rescue Plan Act funds from Albany County to support the operations of Park Playhouse, Inc. (DBA Playhouse Stage Company). As Producing Artistic Director of the organization, I am chiefly responsible for not only the company's community programming, but also the fundraising to support it. That fundraising task is proving more challenging this year than in any other of my seventeen seasons in this position. Moreover, as you have no doubt read recently, the City of Albany has recently had to pull back funding for Park Playhouse that we'd only just secured again last year after fifteen years without direct municipal support.

The upshot of all of this is that we face a significant funding need ahead of our upcoming summer season of theatre and youth arts education programming. We are slated to produce three public productions at Cohoes Music Hall, each of which involves and features students studying in our programs. We will also present a family-oriented musical to be produced entirely for free for audiences at Park Playhouse in Albany's Washington Park.

If we were able to access an additional \$100,000 in ARPA support through Albany County, it would be a tremendous boon to our organization. This amount would, without doubt, be spent prior to August 31, 2026, with all funds dedicated to the teaching artists, technicians, and creative staff employed across these productions and programs. The Community Development ARPA funds the County previously provided to Park Playhouse Inc. were spent in a timely and compliant fashion, and the County can count on us to meet that same standard should funding be made available to the Playhouse once again.

As a time when regional professional nonprofit theatres are facing tremendous challenges, I am so grateful for the opportunity to explore the possibility of securing additional ARPA funds for our vitally important community programs. I am happy to answer any questions or provide further information that you might need in considering this request. I appreciate the consideration very much, indeed.

Respectfully,

Owen Smith
Producing Artistic Director

Dolan, Martin

From: Deb Vincent <dvincent@capitalpridecenter.org>
Sent: Friday, May 8, 2026 11:08 AM
To: Dolan, Martin
Cc: Jen Maley-Wheeler; Tora Stringfield; Pauly, Katelyn; Sagan, Cameron
Subject: EXTERNAL Re: Potential expansion of ARPA grant funding

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dvincent@capitalpridecenter.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Martin, Cam and Katelyn!

We are delighted by this invitation to request additional ARPA funding. We respectfully request up to \$58,000 of additional ARPA funding; you will see that our request has been broken into two sections, a primary ask of \$27,000 and a secondary ask of \$31,000 for your convenience when considering funding.

As requested, we plan to utilize these funds for:

- **Primary request: \$27,000**
 - We plan to utilize funding to offset costs of producing our Pridefest, the largest one day festival in the region. Our intent is to apply a portion of the funds to the costs of our safety, security and guest services for the event as well as to offset entertainment costs. We specifically chose this option as the event brings economic development to the county as well as supports our community. These funds will allow us to apply a portion of our funds raised to other needed services in our programs.
 - We also intend to utilize a portion of the funds for increased youth programming activities, including field trips, and to offset costs of our senior programming events, including our Annual Aging with Pride cruise, which we offer at low or no cost to our senior guests.
 - We further intend to use funds to help defray costs of attendance for our staff, volunteers and select community members at our annual celebratory Gala.
- **Additional request of \$31,000 for special arts and community programming for youth and the LGBTQIA+ community at large (proposal available if you should need it):**
 - We have been offered a major, exciting opportunity to sponsor a community art project to create both a youth entrepreneurial program expressed through an art mural project as part of a summer program and a community art, healing and well-being project with Eugene O'niel and Jade Warrick of Amplified Voices. This would provide much-needed community healing and a summer program for our youth that would not be possible without this additional funding. We would be happy to share that the project was made possible through the ARPA grant. These murals will be on display in our new center and will

be specifically designed to be portable when we move to a permanent location or to display in other locations as a travelling exhibit.

Thank you again for this wonderful opportunity!

In service,

On Thu, May 7, 2026 at 12:08 PM Deb Vincent <dvincent@capitalpridecenter.org> wrote:

Hey Martin!

That's excellent news! I will be happy to send you a list of items of things we can use within the next six months and a budget.

Do you have a ballpark of how much, or do we just get to ask and you get to give, according to what you have available and fits your plans?

Thanks again,

Deb

Deb Vincent
President
Pride Center of the Capital Region

On Thu, May 7, 2026, 11:30 AM Dolan, Martin <Martin.Dolan@albanycountyny.gov> wrote:

Dear Deborah, Jen, and Tora,

As you know, Albany County was the recipient of ARPA grant funding, much of which was passed through to community organizations. The Pride Center received one such grant award, which it spent quickly and compliantly back in 2024.

Other ARPA-funded projects throughout the County have reached completion with balances still remaining on their grant. The County intends to reallocate those funds and put them towards other projects that still have a demonstrated need. Per the grant's compliance rules, any reallocated ARPA funds must be sent to an organization that already has a project in place.

Since the Pride Center was successful in spending its first batch of grant funding, and we know there is a demonstrated need with the Pride Month events coming next month, we on the County grants team think your organization would be a good option for receiving some portions of the funds to be allocated.

Can you please respond to this email with an informal (no longer than a paragraph or two) request of funds, listing how much you have the capacity to spend in the next six months, and what broadly speaking the funds will be used for. This requested amount will be considered by the County Executive's Office, and we will disperse funds accordingly.

If possible, can you please send this request for funds to myself, Kate, and Cam by **noon tomorrow**.

Thank you, and let me know if you have any questions.

Martin Dolan

Grants Specialist

Albany County Department of Management and Budget

518-447-3019

martin.dolan@albanycountyny.gov

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Deb Vincent | she/her
President of the Board of Directors/Acting Executive Director
Pride Center of the Capital Region
Pride Center Phone: 518-462-6138

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Contract #: 2026-1016

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Management and Budget A1340

Date Submitted:

Contact Person: [Katelyn Pauly],[Martin Dolan],[Budget Management]

Contact Phone: 518-447-5525,,(518)447-5525

Vendor Info: Pride Center Of The Capital Region

Estimated Amount: 58000

Scope of Services: Increasing ARPA award to Pride Center of the Capital Region

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 100.00

BID, RFP, RFQ Completed? Yes - Other

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

AMENDMENT AGREEMENT

Contract NO. 2026-1016

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 (hereinafter the "County"), and PRIDE CENTER OF THE CAPITAL REGION, with a principal office located at 332 Hudson Avenue Albany, NY 12210-1804 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **Original Contract Date**, the County entered into an agreement pursuant to Contract number **Contract Number** ("Agreement") with the Vendor for , providing for an initial term of **Original Term**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Schedule "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 58000 as provided in Schedule "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **Total Amended Contract Amount**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycountyny.gov

M. DAVID REILLY, JR.
COMMISSIONER

ALEXANDER G. DOTT
DEPUTY COMMISSIONER

April 27th, 2026

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Chairwoman Cunningham,

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

M. David Reilly, Jr.
Commissioner



County of Albany

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

Legislation Text

File #: TMP-7394, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Reallocation of unspent balances on completed ARPA projects

Date: April 22, 2026
Department: Management and Budget
Attending Meeting: Martin Dolan, Kate Pauly
Submitted By: Martin Dolan
Title: Grants Specialist
Phone: 518-447-3019

Purpose of Request: Amending prior Legislation Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Albany County, various external ARPA subrecipients

Term: (Start/end date or duration) January 1, 2024 - December 31, 2026
Amount/Raise Schedule/Fee: \$0

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:

Revenue Account and Line: CM Fund
Revenue Amount: \$220,000.73
Appropriation Account and Line: CM Fund
Appropriation Amount: \$220,000.73

ADDITIONAL INFORMATION:

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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Amending the following resolutions: 2024-103, 2023-605, 2023-663, 2023-671, 2024-636, 2023-665, 2023-669, 2023-660, 2024-098, 2024-497, 2026-121

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

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

.

APPROPRIATIONS									
FUND	ORG	BUDGET LINE		FOR POSITIONS ONLY	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
		OBJ	PRO						
		STATE POS.	POSITION CONTRO						
CM	92200S	44046Z	ARP23		Fees for Services - (On-The-Jo		\$	200,000.00	Capital Region Workforce Developm
CM	92210S	44046Z	ARP24		FFS - WFD - Cap. Reg. BOCES		\$	0.73	Capital Region BOCES
CM	92209S	44046Z	ARP24		FFS - WFD - HVCC		\$	20,000.00	HVCC Educational Opportunity Cente
CM	93602B	44046Z	ARP24		FFS - CDNPR - BigBros & BigSis	\$	100,000.00		Big Brothers Big Sisters
CM	93623B	44046Z	ARP24		FFS - CDNPR - Pride Center	\$	58,000.00		Capital Region Pride Center
CM	93802S	44046Z	ARP24		FFS - CDYS - Park Playhouse	\$	62,000.73		Park Playhouse
TOTAL APPROPRIATIONS						\$220,000.73			
TOTAL REVENUES							\$220,000.73		
GRAND TOTAL						\$0			



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Wendy Ashley, Director of Business Operations, Capital Region BOCES
From: Albany County, New York, Pass-through entity
Date: April 22, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 99 for 2024, for the Capital Region BOCES's Workforce Development programming funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$0.73 by mutual agreement. Said change will become effective immediately.

Albany County is reallocating this amount because Capital Region BOCES's project has been completed. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence dated February 18, 2026. With this reallocation, Capital Region BOCES's remaining ARPA balance will be \$0.00 and Albany County will distribute the funds to other existing projects as needed.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Kate Lyn Pauly

Signature:

Kate Lyn Pauly

Workforce Development Board

Representative name:

Wendy Ashley

Signature:

Wendy Ashley



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Brian Williams, Executive Director, Capital Region Workforce Development Board
From: Albany County, New York, Pass-through entity
Date: April 15, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 245 for 2023 for the Capital Region Workforce Development Board's On-the-Job Training Program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$200,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and the Workforce Development Board, as outlined in correspondence and a revised budget and workplan dated April 15, 2026. With these changes, both Albany County and the Workforce Development Board are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name: Kate Pauly

Signature: Kate Pauly

Workforce Development Board

Representative name: Brian J. Williams

Signature: Brian J. Williams

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name:	Capital Region Workforce Dev. Board
Vendor Number:	
Project Number:	
Project Title:	On the Job Training

EXPENDITURES	ORIGINAL ARPA USES	REQUESTED CHANGE	VARIANCE (+/-)
1. Personnel (Salary and Wages)	\$	\$	\$
2. Fringe Benefits	\$	\$	\$
3. Travel	\$	\$	\$
4. Equipment	\$	\$	\$
5. Supplies	\$	\$	\$
6. Contractual Services and Subawards	\$ 900,000	\$ 700,000	\$ -200,000
7. Consultant (Professional Service)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$ 100,000	\$ 100,000	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$	\$	\$
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 200,000	\$ +200,000
TOTALS	\$	\$	\$

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

See attached email correspondence for details of
pass through awards

Box 16, other costs: To be reallocated to Albany County

Signature of Authorized Representative:	
Print Name:	
Title:	
Date:	
The Below Space is for County Use Only	
Is requested change ARPA eligible (yes/no)?	Yes
First Review By:	Martin Dolan
Date Reviewed:	4 15 2026
Second Review By:	Kate Pauly
Date Reviewed:	4 15 2026
Is the requested approved or denied?	Approved

THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD

Providing Workforce Solutions for New York's Capital Region - Albany, Rensselaer, and Schenectady



MEMORANDUM

TO: Kate Pauly, Albany County Grants Coordinator
Martin Dolan, Albany County Grants Specialist

FROM: Brian J. Williams, CRWDB Executive Director *BJW*

DATE: April 15, 2026

RE: Partial Allocation of ARPA Grant Award

EXECUTIVE COMMITTEE

Jim Hurley
Chair
Home Instead

Ian Glasgow
Vice Chair
Next Advance

Graig Carbino
Secretary
Broadview FCU

Leola Edelin
Renaissance Hotel

Sarah Wilson-Sparrow
SUNY Schenectady

Brian J. Williams
Executive Director

CHIEF ELECTED OFFICIALS

Dr. Dorcey L. Appllys
Mayor, City of Albany

Daniel P. McCoy
Albany County Executive

Steven F. McLaughlin
Rensselaer County Executive

Gary Hughes
Schenectady County Legislature, Chair

This memorandum provides an update regarding the utilization of the \$1,000,000 workforce funding award allocated to the Capital Region Workforce Development Board under the American Rescue Plan Act pass-through 2023 Subaward Agreement No. 245.

At this time, we are finalizing internal estimates and working with partner organizations to solidify precise budget figures. Based on current projections, we anticipate expending approximately **\$800,000** of the total award. Accordingly, we are prepared to **reallocate \$200,000 back to Albany County**.

The projected \$800,000 in expenditures reflects a comprehensive investment strategy that includes both incurred and anticipated costs. This total accounts for funding already spent, including an additional invoice of approximately \$60,000 for the most recent quarter, which will be submitted shortly. It also includes projected future expenditures under the On-the-Job Training (OJT) program, inclusive of staffing resources dedicated to employer outreach and program marketing.

In addition, funding will support several targeted workforce initiatives coordinated by our Workforce Development Board and Career Center, including the launch of a **Job Club Bootcamp**, designed to prepare unemployed individuals for employment across key industries through structured job readiness and placement support.

In addition to the above mentioned, the remaining funds will be distributed as sub-awards to workforce partners to implement specialized training and workforce development programs, including, but not limited to:

- **RISSE** – English as a Second Language (ESL), job readiness training, and employer education
- **Uniquely Aabled Academy** – CNC Machining training for individuals on the autism spectrum
- **Employer Resource Network** – Success Coaching services to support employee retention
- **Hudson Valley Community College (HVCC)** – HVAC training and certification programs
- **University at Albany (UAlbany)** – Professional and leadership development programming for businesses
- **Capital Region BOCES** – Tuition support for healthcare training and certification programs

We have requested one-page summaries from each partner organization outlining their respective projects, and will share detailed funding allocations for each entity with you once received.

Many thanks to Albany County for your commitment to workforce development and your investment in the human capital that ensures businesses have a skilled workforce and residents have the tools that lead to family-sustaining careers.

Please feel free to reach out with any questions or if additional information is needed at this stage.

A proud partner of the
AmericanJobCenter*
network



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Allison Collins Schroeder, Director of Grants, Hudson Valley Community College EOC
From: Albany County, New York, Pass-through entity
Date: April 20, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 2030 for 2024 for the Hudson Valley Community College's EOC program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$20,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence and a revised budget and workplan dated April 20, 2026. With these changes, both Albany County and the HVCC are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Katelyn Pauly

Signature:

Kate Pauly

Hudson Valley Community College Representative name:

Gerard Marino

Signature:

Gerard Marino

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name: **Hudson Valley Community College**

Vendor Number: **LELKBMMKKMWN4**

Project Number: **2024-2030**

Project Title: **CDEOC Mobile Electrical Lab**

EXPENDITURES	ORIGINAL ARPA USES (approved budget)	REQUESTED CHANGE	VARIANCE (+ -) (revised budget)
1. Personnel (Salary and Wages)	\$ 9,340	\$	\$ 9,340
2. Fringe Benefits	\$ 3,520	\$ (3,520)	\$
3. Travel	\$	\$	\$
4. Equipment	\$ 149,276	\$ (32,495)	\$ 116,781
5. Supplies	\$ 16,724	\$	\$ 16,724
6. Contractual Services and Subawards	\$	\$	\$
7. Consultant (Professional Services)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$	\$	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$ 27,140	\$ (14,713)	\$ 12,427
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 31,200	\$ 31,200
TOTALS	\$ 200,000	\$ (19,548)	\$ 180,452

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

The Electrical Technician class is going very well. We have 12 students enrolled and attending in the first class and anticipate enrolling another 12 students for the fall semester (August 25, 2026 – December 23, 2026). We are working diligently to meet our original enrollment goal of 24 students.

We request a budget amendment to use the remaining equipment allocation to renew the annual contract for TransfrVR software. The subscription costs \$31,200/year, due 7/1/2026, is categorized above as "Other." In addition to integrating TransfrVR headsets for virtual reality training simulations in the Electrical Technician curriculum and other EOC CTE programs, we are also deploying the TransfrVR headsets for career exploration opportunities at career fairs and community events throughout Albany County.

In addition, we will reduce the Miscellaneous Supply budget, which is adequate for the fall cohort.

The net difference of \$20,000.00 will be returned to Albany County for the benefit of other grantees.

Signature of Authorized Representative:

Print Name:

Title:

Date

The Below Space is for County Use Only

Is requested change ARPA eligible (yes/no)?

Yes

First Review By:

Martin Dolan

Date Reviewed:

4 / 20 / 2026

Second Review By:

Kate Pauly

Date Reviewed:

4 / 22 / 2026

Is the requested approved or denied?

Approved

BBBS Mentorship as Local Infrastructure

Workforce Development Pipeline Partnership

Albany County is full of potential, yet too many young people leave after high school, taking their talent, creativity, and promise with them. Big Brothers Big Sisters of the Capital Region offers a solution rooted in mentorship, partnership, and opportunity—uniting corporate partners, educators, and community organizations to help Albany County youth stay connected, prepared, and thriving. BBBSCR provides the infrastructure many programs lack: structured, long-term relationships supported by data, accountability, and measurable outcomes. **With County leadership, these results stay local**—creating a scalable model that attracts future investment and strengthens Albany County’s talent pipeline.

Unparalleled Accountability & Data Framework

- Rigorous, real-time data tracking using proprietary BBBS framework by University of Chicago & Harvard
- Individualized outcome plans with monthly progress monitoring and 24/7 support
- Quarterly reporting on key metrics (SEL, academic, behavioral, and career readiness)
- Full transparency and guaranteed outcomes — we measure what matters and adjust in real time
- Proven model that closes the **wealth gap by 2/3** for participating youth

Proven Outcomes

- **70% decrease** in depressive symptoms among student participants
- 100% of High School Leadership Program participants on track for graduation
- Significant improvements in attendance, behavior, bullying reduction (40%), and career awareness
- Strong track record of keeping talent local — ensuring County investments benefit Albany County employers and economy

Strategic Value to Albany County

- Addresses the current youth mentoring waitlist with priority for Albany County children
- Builds a prepared, diverse, locally-rooted talent pipeline for high-demand industries
- Delivers measurable ROI and demonstrable performance metrics for economic investment
- Positions **Albany County as the leader** in innovative, outcomes-driven youth workforce development

Program Design

- **Individualized one-to-one mentoring** with youth outcome plans, beginning in 3rd grade
- 10th & 11th graders matched with 3rd & 4th graders for **consistent near-peer support**
- Bi-weekly facilitated sessions: **school visits, post-secondary exposure, and workplace visits**
- **Clear progression pathway**: Foundations (Grades 3–4) → Growth & Transition (Grade 5) → Leadership (Grades 9–11) → Launch (College & Early Career)
- **Strong integration** with schools, colleges, and employers through JEDI Mentorship Consortium

With Additional Questions Please Contact

Keila dos Santos, CEO *Big Brothers Big Sisters of the Capital Region* | keila@bbbscr.org | 838-934-5535

Albany County, New York
Department of Management & Budget
Attn: Mr. Martin Dolan
112 State Street
Albany, NY 12207

May 6, 2025

Dear Mr. Dolan,

I am writing regarding the possibility of securing additional American Rescue Plan Act funds from Albany County to support the operations of Park Playhouse, Inc. (DBA Playhouse Stage Company). As Producing Artistic Director of the organization, I am chiefly responsible for not only the company's community programming, but also the fundraising to support it. That fundraising task is proving more challenging this year than in any other of my seventeen seasons in this position. Moreover, as you have no doubt read recently, the City of Albany has recently had to pull back funding for Park Playhouse that we'd only just secured again last year after fifteen years without direct municipal support.

The upshot of all of this is that we face a significant funding need ahead of our upcoming summer season of theatre and youth arts education programming. We are slated to produce three public productions at Cohoes Music Hall, each of which involves and features students studying in our programs. We will also present a family-oriented musical to be produced entirely for free for audiences at Park Playhouse in Albany's Washington Park.

If we were able to access an additional \$100,000 in ARPA support through Albany County, it would be a tremendous boon to our organization. This amount would, without doubt, be spent prior to August 31, 2026, with all funds dedicated to the teaching artists, technicians, and creative staff employed across these productions and programs. The Community Development ARPA funds the County previously provided to Park Playhouse Inc. were spent in a timely and compliant fashion, and the County can count on us to meet that same standard should funding be made available to the Playhouse once again.

As a time when regional professional nonprofit theatres are facing tremendous challenges, I am so grateful for the opportunity to explore the possibility of securing additional ARPA funds for our vitally important community programs. I am happy to answer any questions or provide further information that you might need in considering this request. I appreciate the consideration very much, indeed.

Respectfully,

Owen Smith
Producing Artistic Director

Dolan, Martin

From: Deb Vincent <dvincent@capitalpridecenter.org>
Sent: Friday, May 8, 2026 11:08 AM
To: Dolan, Martin
Cc: Jen Maley-Wheeler; Tora Stringfield; Pauly, Katelyn; Sagan, Cameron
Subject: EXTERNAL Re: Potential expansion of ARPA grant funding

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dvincent@capitalpridecenter.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Martin, Cam and Katelyn!

We are delighted by this invitation to request additional ARPA funding. We respectfully request up to \$58,000 of additional ARPA funding; you will see that our request has been broken into two sections, a primary ask of \$27,000 and a secondary ask of \$31,000 for your convenience when considering funding.

As requested, we plan to utilize these funds for:

- **Primary request: \$27,000**
 - We plan to utilize funding to offset costs of producing our Pridefest, the largest one day festival in the region. Our intent is to apply a portion of the funds to the costs of our safety, security and guest services for the event as well as to offset entertainment costs. We specifically chose this option as the event brings economic development to the county as well as supports our community. These funds will allow us to apply a portion of our funds raised to other needed services in our programs.
 - We also intend to utilize a portion of the funds for increased youth programming activities, including field trips, and to offset costs of our senior programming events, including our Annual Aging with Pride cruise, which we offer at low or no cost to our senior guests.
 - We further intend to use funds to help defray costs of attendance for our staff, volunteers and select community members at our annual celebratory Gala.
- **Additional request of \$31,000 for special arts and community programming for youth and the LGBTQIA+ community at large (proposal available if you should need it):**
 - We have been offered a major, exciting opportunity to sponsor a community art project to create both a youth entrepreneurial program expressed through an art mural project as part of a summer program and a community art, healing and well-being project with Eugene O'niel and Jade Warrick of Amplified Voices. This would provide much-needed community healing and a summer program for our youth that would not be possible without this additional funding. We would be happy to share that the project was made possible through the ARPA grant. These murals will be on display in our new center and will

be specifically designed to be portable when we move to a permanent location or to display in other locations as a travelling exhibit.

Thank you again for this wonderful opportunity!

In service,

On Thu, May 7, 2026 at 12:08 PM Deb Vincent <dvincent@capitalpridecenter.org> wrote:

Hey Martin!

That's excellent news! I will be happy to send you a list of items of things we can use within the next six months and a budget.

Do you have a ballpark of how much, or do we just get to ask and you get to give, according to what you have available and fits your plans?

Thanks again,

Deb

Deb Vincent
President
Pride Center of the Capital Region

On Thu, May 7, 2026, 11:30 AM Dolan, Martin <Martin.Dolan@albanycountyny.gov> wrote:

Dear Deborah, Jen, and Tora,

As you know, Albany County was the recipient of ARPA grant funding, much of which was passed through to community organizations. The Pride Center received one such grant award, which it spent quickly and compliantly back in 2024.

Other ARPA-funded projects throughout the County have reached completion with balances still remaining on their grant. The County intends to reallocate those funds and put them towards other projects that still have a demonstrated need. Per the grant's compliance rules, any reallocated ARPA funds must be sent to an organization that already has a project in place.

Since the Pride Center was successful in spending its first batch of grant funding, and we know there is a demonstrated need with the Pride Month events coming next month, we on the County grants team think your organization would be a good option for receiving some portions of the funds to be allocated.

Can you please respond to this email with an informal (no longer than a paragraph or two) request of funds, listing how much you have the capacity to spend in the next six months, and what broadly speaking the funds will be used for. This requested amount will be considered by the County Executive's Office, and we will disperse funds accordingly.

If possible, can you please send this request for funds to myself, Kate, and Cam by **noon tomorrow**.

Thank you, and let me know if you have any questions.

Martin Dolan

Grants Specialist

Albany County Department of Management and Budget

518-447-3019

martin.dolan@albanycountyny.gov

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Deb Vincent | she/her
President of the Board of Directors/Acting Executive Director
Pride Center of the Capital Region
Pride Center Phone: 518-462-6138

Confidentiality Notice: The information contained herein is intended only for the addressee. The information and material in this email may contain protected health information and is confidential. If you are not the intended recipient, do not disclose, copy or distribute this communication. Do not take any action with respect to it other than to notify the sender and delete it from your system. This communication has been disclosed to you from records protected by Federal law (HIPAA). New York State laws and regulations prohibit you from making any further disclosure of this information unless it is expressly permitted by the written authorization of the person to whom it pertains, or is otherwise permitted by law. Re-disclosure without authorization is prohibited and unlawful.

Contract #: 2026-1019

Contract Type: standard

Contract Action: new

Procurement Type: Other

Department: Management and Budget A1340

Date Submitted:

Contact Person: [Katelyn Pauly],[Martin Dolan],[Budget Management]

Contact Phone: 518-447-5525,,(518)447-5525

Vendor Info: Park Playhouse Inc.

Estimated Amount: 62000.73

Scope of Services: Increasing ARPA award for Park playhouse

Budget Line Item:

Fiscal Impact:

County: 0.00

State: 0.00

Federal: 100.00

BID, RFP, RFQ Completed? Yes - Other

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature

AMENDMENT AGREEMENT

Contract NO. 2026-1019

THIS AMENDMENT TO THE AGREEMENT (this "Amendment to the 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 (hereinafter the "County"), and PARK PLAYHOUSE INC., with a principal office located at Po Box 525 Albany, NY 12201 (hereinafter the "Vendor"). The County and Vendor may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, on **Original Contract Date**, the County entered into an agreement pursuant to Contract number **Contract Number** ("Agreement") with the Vendor for , providing for an initial term of **Original Term**; and

WHEREAS, the County and the Vendor desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The Vendor shall furnish additional services as provided and described in Schedule "A" which is attached hereto and made a part hereof.
2. For the additional services to be rendered by the Vendor, Vendor shall be paid an additional sum not to exceed 62000.73 as provided in Schedule "A" attached hereto and made a part hereof, and the total amended contract amount shall not exceed **Total Amended Contract Amount**.
3. Except as expressly, and not by implication, amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment to the Agreement shall not be enforceable until signed by all parties and approved by the County.

IN WITNESS WHEREOF, the County and Vendor have executed this Amendment to the Agreement.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycountyny.gov

M. DAVID REILLY, JR.
COMMISSIONER

ALEXANDER G. DOTT
DEPUTY COMMISSIONER

April 27th, 2026

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Dear Chairwoman Cunningham,

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

M. David Reilly, Jr.
Commissioner



County of Albany

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

Legislation Text

File #: TMP-7394, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Reallocation of unspent balances on completed ARPA projects

Date: April 22, 2026
Department: Management and Budget
Attending Meeting: Martin Dolan, Kate Pauly
Submitted By: Martin Dolan
Title: Grants Specialist
Phone: 518-447-3019

Purpose of Request: Amending prior Legislation Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Albany County, various external ARPA subrecipients

Term: (Start/end date or duration) January 1, 2024 - December 31, 2026
Amount/Raise Schedule/Fee: \$0

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:

Revenue Account and Line: CM Fund
Revenue Amount: \$220,000.73
Appropriation Account and Line: CM Fund
Appropriation Amount: \$220,000.73

ADDITIONAL INFORMATION:

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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Amending the following resolutions: 2024-103, 2023-605, 2023-663, 2023-671, 2024-636, 2023-665, 2023-669, 2023-660, 2024-098, 2024-497, 2026-121

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

The Department of Management & Budget requests to reallocate unspent balances on American Rescue Plan Act funded awards for several external sub-recipients. Capital Region BOCES, The Capital Region Workforce Development Board, and Hudson Valley Community College have each agreed to reallocate a portion of their ARPA grant awards because their projects are complete or because they don't have the administrative capacity to spend it in full before the grant's deadline. The reallocated funds will be distributed to Big Brothers Big Sisters, Park Playhouse, and the Pride Center of the Capital Region. Each of these recipients had spent their initial ARPA awards quickly and compliantly, and contacted the County about a need for additional funding. This change comes at no cost to the County.

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APPROPRIATIONS									
FUND	ORG	BUDGET LINE		DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
		OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS.	POSITION CONTRO				
CM	92200S	44046Z	ARP23				\$ 200,000.00		Capital Region Workforce Developme
CM	92210S	44046Z	ARP24				\$ 0.73		Capital Region BOCES
CM	92209S	44046Z	ARP24				\$ 20,000.00		HVCC Educational Opportunity Cente
CM	93602B	44046Z	ARP24			\$ 100,000.00			Big Brothers Big Sisters
CM	93623B	44046Z	ARP24			\$ 58,000.00			Capital Region Pride Center
CM	93802S	44046Z	ARP24			\$ 62,000.73			Park Playhouse
TOTAL APPROPRIATIONS						<u>\$220,000.73</u>			
TOTAL REVENUES							<u>\$220,000.73</u>		
GRAND TOTAL						<u>\$0</u>			



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Wendy Ashley, Director of Business Operations, Capital Region BOCES
From: Albany County, New York, Pass-through entity
Date: April 22, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 99 for 2024, for the Capital Region BOCES's Workforce Development programming funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$0.73 by mutual agreement. Said change will become effective immediately.

Albany County is reallocating this amount because Capital Region BOCES's project has been completed. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence dated February 18, 2026. With this reallocation, Capital Region BOCES's remaining ARPA balance will be \$0.00 and Albany County will distribute the funds to other existing projects as needed.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Kate Lyn Pauly

Signature:

Kate Lyn Pauly

Workforce Development Board

Representative name:

Wendy Ashley

Signature:

Wendy Ashley



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Brian Williams, Executive Director, Capital Region Workforce Development Board
From: Albany County, New York, Pass-through entity
Date: April 15, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 245 for 2023 for the Capital Region Workforce Development Board's On-the-Job Training Program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$200,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and the Workforce Development Board, as outlined in correspondence and a revised budget and workplan dated April 15, 2026. With these changes, both Albany County and the Workforce Development Board are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name: Kate Pauly

Signature: Kate Pauly

Workforce Development Board

Representative name: Brian J. Williams

Signature: Brian J. Williams

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name:	Capital Region Workforce Dev. Board
Vendor Number:	
Project Number:	
Project Title:	On the Job Training

EXPENDITURES	ORIGINAL ARPA USES	REQUESTED CHANGE	VARIANCE (+/-)
1. Personnel (Salary and Wages)	\$	\$	\$
2. Fringe Benefits	\$	\$	\$
3. Travel	\$	\$	\$
4. Equipment	\$	\$	\$
5. Supplies	\$	\$	\$
6. Contractual Services and Subawards	\$ 900,000	\$ 700,000	\$ -200,000
7. Consultant (Professional Service)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$ 100,000	\$ 100,000	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$	\$	\$
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 200,000	\$ +200,000
TOTALS	\$	\$	\$

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

See attached email correspondence for details of
pass through awards

Box 16, other costs: To be reallocated to Albany County

Signature of Authorized Representative:	
Print Name:	
Title:	
Date:	
The Below Space is for County Use Only	
Is requested change ARPA eligible (yes/no)?	Yes
First Review By:	Martin Dolan
Date Reviewed:	4 15 2026
Second Review By:	Kate Pauly
Date Reviewed:	4 15 2026
Is the requested approved or denied?	Approved

THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD

Providing Workforce Solutions for New York's Capital Region - Albany, Rensselaer, and Schenectady



MEMORANDUM

TO: Kate Pauly, Albany County Grants Coordinator
Martin Dolan, Albany County Grants Specialist

FROM: Brian J. Williams, CRWDB Executive Director *BJW*

DATE: April 15, 2026

RE: Partial Allocation of ARPA Grant Award

EXECUTIVE COMMITTEE

Jim Hurley
Chair
Home Instead

Ian Glasgow
Vice Chair
Next Advance

Graig Carbino
Secretary
Broadview FCU

Leola Edelin
Renaissance Hotel

Sarah Wilson-Sparrow
SUNY Schenectady

Brian J. Williams
Executive Director

CHIEF ELECTED OFFICIALS

Dr. Dorcey L. Appllys
Mayor, City of Albany

Daniel P. McCoy
Albany County Executive

Steven F. McLaughlin
Rensselaer County Executive

Gary Hughes
Schenectady County Legislature, Chair

This memorandum provides an update regarding the utilization of the \$1,000,000 workforce funding award allocated to the Capital Region Workforce Development Board under the American Rescue Plan Act pass-through 2023 Subaward Agreement No. 245.

At this time, we are finalizing internal estimates and working with partner organizations to solidify precise budget figures. Based on current projections, we anticipate expending approximately **\$800,000** of the total award. Accordingly, we are prepared to **reallocate \$200,000 back to Albany County**.

The projected \$800,000 in expenditures reflects a comprehensive investment strategy that includes both incurred and anticipated costs. This total accounts for funding already spent, including an additional invoice of approximately \$60,000 for the most recent quarter, which will be submitted shortly. It also includes projected future expenditures under the On-the-Job Training (OJT) program, inclusive of staffing resources dedicated to employer outreach and program marketing.

In addition, funding will support several targeted workforce initiatives coordinated by our Workforce Development Board and Career Center, including the launch of a **Job Club Bootcamp**, designed to prepare unemployed individuals for employment across key industries through structured job readiness and placement support.

In addition to the above mentioned, the remaining funds will be distributed as sub-awards to workforce partners to implement specialized training and workforce development programs, including, but not limited to:

- **RISSE** – English as a Second Language (ESL), job readiness training, and employer education
- **Uniquely Aabled Academy** – CNC Machining training for individuals on the autism spectrum
- **Employer Resource Network** – Success Coaching services to support employee retention
- **Hudson Valley Community College (HVCC)** – HVAC training and certification programs
- **University at Albany (UAlbany)** – Professional and leadership development programming for businesses
- **Capital Region BOCES** – Tuition support for healthcare training and certification programs

We have requested one-page summaries from each partner organization outlining their respective projects, and will share detailed funding allocations for each entity with you once received.

Many thanks to Albany County for your commitment to workforce development and your investment in the human capital that ensures businesses have a skilled workforce and residents have the tools that lead to family-sustaining careers.

Please feel free to reach out with any questions or if additional information is needed at this stage.

A proud partner of the
AmericanJobCenter*
network



DANIEL P. MCCOY
COUNTY EXECUTIVE

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WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

MEMORANDUM

To: Allison Collins Schroeder, Director of Grants, Hudson Valley Community College EOC
From: Albany County, New York, Pass-through entity
Date: April 20, 2026
RE: Partial Reallocation of ARPA grant award

Dear ARPA Subrecipient,

This memorandum serves as notification that Subaward Agreement No. 2030 for 2024 for the Hudson Valley Community College's EOC program, funded by American Rescue Plan Act pass-through funds, is being decreased in amount by \$20,000 by mutual agreement. Said change will become effective immediately.

Albany County is partially reallocating this amount based on the project's pace of expenditure and to ensure the full award can be effectively dispersed ahead of the ARPA grant's December 31, 2026 deadline. This change was settled on by mutual agreement between Albany County and HVCC as outlined in correspondence and a revised budget and workplan dated April 20, 2026. With these changes, both Albany County and the HVCC are confident in the ability to spend the grant down in a timely and compliant manner.

All questions regarding this notice should be directed to Kate Pauly, Grants Coordinator, Albany County at 518-447-7029 or katelyn.pauly@albanycountyny.gov

Albany County

Representative name:

Katelyn Pauly

Signature:

Kate Pauly

Hudson Valley Community College Representative name:

Gerard Marino

Signature:

Gerard Marino

ALBANY COUNTY ARPA BUDGET AMENDMENT FORM

Organization Name: **Hudson Valley Community College**

Vendor Number: **LELKBMMKKMWN4**

Project Number: **2024-2030**

Project Title: **CDEOC Mobile Electrical Lab**

EXPENDITURES	ORIGINAL ARPA USES (approved budget)	REQUESTED CHANGE	VARIANCE (+ -) (revised budget)
1. Personnel (Salary and Wages)	\$ 9,340	\$	\$ 9,340
2. Fringe Benefits	\$ 3,520	\$ (3,520)	\$
3. Travel	\$	\$	\$
4. Equipment	\$ 149,276	\$ (32,495)	\$ 116,781
5. Supplies	\$ 16,724	\$	\$ 16,724
6. Contractual Services and Subawards	\$	\$	\$
7. Consultant (Professional Services)	\$	\$	\$
8. Construction	\$	\$	\$
9. Occupancy (Rent and Utilities)	\$	\$	\$
10. Research and Development (R&D)	\$	\$	\$
11. Telecommunications	\$	\$	\$
12. Training and Education	\$	\$	\$
13. Direct Administrative Costs	\$	\$	\$
14. Miscellaneous Costs - Advertising and public relations	\$	\$	\$
15. Miscellaneous Costs - Materials and supplies costs	\$ 27,140	\$ (14,713)	\$ 12,427
16. Other Costs Not Listed Above (Specify Below)	\$	\$ 31,200	\$ 31,200
TOTALS	\$ 200,000	\$ (19,548)	\$ 180,452

Please use the below space to provide a description of the requested change(s). Explain why the change is needed and whether it will impact project timelines or outcomes. Attach any supporting documents needed to support your request.

The Electrical Technician class is going very well. We have 12 students enrolled and attending in the first class and anticipate enrolling another 12 students for the fall semester (August 25, 2026 – December 23, 2026). We are working diligently to meet our original enrollment goal of 24 students.

We request a budget amendment to use the remaining equipment allocation to renew the annual contract for TransfrVR software. The subscription costs \$31,200/year, due 7/1/2026, is categorized above as "Other." In addition to integrating TransfrVR headsets for virtual reality training simulations in the Electrical Technician curriculum and other EOC CTE programs, we are also deploying the TransfrVR headsets for career exploration opportunities at career fairs and community events throughout Albany County.

In addition, we will reduce the Miscellaneous Supply budget, which is adequate for the fall cohort.

The net difference of \$20,000.00 will be returned to Albany County for the benefit of other grantees.

Signature of Authorized Representative:

Print Name:

Title:

Date

The Below Space is for County Use Only

Is requested change ARPA eligible (yes/no)?

Yes

First Review By:

Martin Dolan

Date Reviewed:

4 / 20 / 2026

Second Review By:

Kate Pauly

Date Reviewed:

4 / 22 / 2026

Is the requested approved or denied?

Approved

BBBS Mentorship as Local Infrastructure

Workforce Development Pipeline Partnership

Albany County is full of potential, yet too many young people leave after high school, taking their talent, creativity, and promise with them. Big Brothers Big Sisters of the Capital Region offers a solution rooted in mentorship, partnership, and opportunity—uniting corporate partners, educators, and community organizations to help Albany County youth stay connected, prepared, and thriving. BBBSCR provides the infrastructure many programs lack: structured, long-term relationships supported by data, accountability, and measurable outcomes. **With County leadership, these results stay local**—creating a scalable model that attracts future investment and strengthens Albany County’s talent pipeline.

Unparalleled Accountability & Data Framework

- Rigorous, real-time data tracking using proprietary BBBS framework by University of Chicago & Harvard
- Individualized outcome plans with monthly progress monitoring and 24/7 support
- Quarterly reporting on key metrics (SEL, academic, behavioral, and career readiness)
- Full transparency and guaranteed outcomes — we measure what matters and adjust in real time
- Proven model that closes the **wealth gap by 2/3** for participating youth

Proven Outcomes

- **70% decrease** in depressive symptoms among student participants
- 100% of High School Leadership Program participants on track for graduation
- Significant improvements in attendance, behavior, bullying reduction (40%), and career awareness
- Strong track record of keeping talent local — ensuring County investments benefit Albany County employers and economy

Strategic Value to Albany County

- Addresses the current youth mentoring waitlist with priority for Albany County children
- Builds a prepared, diverse, locally-rooted talent pipeline for high-demand industries
- Delivers measurable ROI and demonstrable performance metrics for economic investment
- Positions **Albany County as the leader** in innovative, outcomes-driven youth workforce development

Program Design

- **Individualized one-to-one mentoring** with youth outcome plans, beginning in 3rd grade
- 10th & 11th graders matched with 3rd & 4th graders for **consistent near-peer support**
- Bi-weekly facilitated sessions: **school visits, post-secondary exposure, and workplace visits**
- **Clear progression pathway**: Foundations (Grades 3–4) → Growth & Transition (Grade 5) → Leadership (Grades 9–11) → Launch (College & Early Career)
- **Strong integration** with schools, colleges, and employers through JEDI Mentorship Consortium

With Additional Questions Please Contact

Keila dos Santos, CEO *Big Brothers Big Sisters of the Capital Region* | keila@bbbscr.org | 838-934-5535

Albany County, New York
Department of Management & Budget
Attn: Mr. Martin Dolan
112 State Street
Albany, NY 12207

May 6, 2025

Dear Mr. Dolan,

I am writing regarding the possibility of securing additional American Rescue Plan Act funds from Albany County to support the operations of Park Playhouse, Inc. (DBA Playhouse Stage Company). As Producing Artistic Director of the organization, I am chiefly responsible for not only the company's community programming, but also the fundraising to support it. That fundraising task is proving more challenging this year than in any other of my seventeen seasons in this position. Moreover, as you have no doubt read recently, the City of Albany has recently had to pull back funding for Park Playhouse that we'd only just secured again last year after fifteen years without direct municipal support.

The upshot of all of this is that we face a significant funding need ahead of our upcoming summer season of theatre and youth arts education programming. We are slated to produce three public productions at Cohoes Music Hall, each of which involves and features students studying in our programs. We will also present a family-oriented musical to be produced entirely for free for audiences at Park Playhouse in Albany's Washington Park.

If we were able to access an additional \$100,000 in ARPA support through Albany County, it would be a tremendous boon to our organization. This amount would, without doubt, be spent prior to August 31, 2026, with all funds dedicated to the teaching artists, technicians, and creative staff employed across these productions and programs. The Community Development ARPA funds the County previously provided to Park Playhouse Inc. were spent in a timely and compliant fashion, and the County can count on us to meet that same standard should funding be made available to the Playhouse once again.

As a time when regional professional nonprofit theatres are facing tremendous challenges, I am so grateful for the opportunity to explore the possibility of securing additional ARPA funds for our vitally important community programs. I am happy to answer any questions or provide further information that you might need in considering this request. I appreciate the consideration very much, indeed.

Respectfully,

Owen Smith
Producing Artistic Director

Dolan, Martin

From: Deb Vincent <dvincent@capitalpridecenter.org>
Sent: Friday, May 8, 2026 11:08 AM
To: Dolan, Martin
Cc: Jen Maley-Wheeler; Tora Stringfield; Pauly, Katelyn; Sagan, Cameron
Subject: EXTERNAL Re: Potential expansion of ARPA grant funding

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

Warning: Unusual sender <dvincent@capitalpridecenter.org>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hello Martin, Cam and Katelyn!

We are delighted by this invitation to request additional ARPA funding. We respectfully request up to \$58,000 of additional ARPA funding; you will see that our request has been broken into two sections, a primary ask of \$27,000 and a secondary ask of \$31,000 for your convenience when considering funding.

As requested, we plan to utilize these funds for:

- **Primary request: \$27,000**
 - We plan to utilize funding to offset costs of producing our Pridefest, the largest one day festival in the region. Our intent is to apply a portion of the funds to the costs of our safety, security and guest services for the event as well as to offset entertainment costs. We specifically chose this option as the event brings economic development to the county as well as supports our community. These funds will allow us to apply a portion of our funds raised to other needed services in our programs.
 - We also intend to utilize a portion of the funds for increased youth programming activities, including field trips, and to offset costs of our senior programming events, including our Annual Aging with Pride cruise, which we offer at low or no cost to our senior guests.
 - We further intend to use funds to help defray costs of attendance for our staff, volunteers and select community members at our annual celebratory Gala.
- **Additional request of \$31,000 for special arts and community programming for youth and the LGBTQIA+ community at large (proposal available if you should need it):**
 - We have been offered a major, exciting opportunity to sponsor a community art project to create both a youth entrepreneurial program expressed through an art mural project as part of a summer program and a community art, healing and well-being project with Eugene O'niel and Jade Warrick of Amplified Voices. This would provide much-needed community healing and a summer program for our youth that would not be possible without this additional funding. We would be happy to share that the project was made possible through the ARPA grant. These murals will be on display in our new center and will

be specifically designed to be portable when we move to a permanent location or to display in other locations as a travelling exhibit.

Thank you again for this wonderful opportunity!

In service,

On Thu, May 7, 2026 at 12:08 PM Deb Vincent <dvincent@capitalpridecenter.org> wrote:

Hey Martin!

That's excellent news! I will be happy to send you a list of items of things we can use within the next six months and a budget.

Do you have a ballpark of how much, or do we just get to ask and you get to give, according to what you have available and fits your plans?

Thanks again,

Deb

Deb Vincent
President
Pride Center of the Capital Region

On Thu, May 7, 2026, 11:30 AM Dolan, Martin <Martin.Dolan@albanycountyny.gov> wrote:

Dear Deborah, Jen, and Tora,

As you know, Albany County was the recipient of ARPA grant funding, much of which was passed through to community organizations. The Pride Center received one such grant award, which it spent quickly and compliantly back in 2024.

Other ARPA-funded projects throughout the County have reached completion with balances still remaining on their grant. The County intends to reallocate those funds and put them towards other projects that still have a demonstrated need. Per the grant's compliance rules, any reallocated ARPA funds must be sent to an organization that already has a project in place.

Since the Pride Center was successful in spending its first batch of grant funding, and we know there is a demonstrated need with the Pride Month events coming next month, we on the County grants team think your organization would be a good option for receiving some portions of the funds to be allocated.

Can you please respond to this email with an informal (no longer than a paragraph or two) request of funds, listing how much you have the capacity to spend in the next six months, and what broadly speaking the funds will be used for. This requested amount will be considered by the County Executive's Office, and we will disperse funds accordingly.

If possible, can you please send this request for funds to myself, Kate, and Cam by **noon tomorrow**.

Thank you, and let me know if you have any questions.

Martin Dolan

Grants Specialist

Albany County Department of Management and Budget

518-447-3019

martin.dolan@albanycountyny.gov

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Deb Vincent | she/her
President of the Board of Directors/Acting Executive Director
Pride Center of the Capital Region
Pride Center Phone: 518-462-6138

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Contract #: 2026-0873

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Moirra Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Access Therapy Group PLLC

Estimated Amount: 41,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

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



DANIEL P. MCCOY
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to name a few, to help them attain their educational goals.

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

Related Services CAB Request for 07/01/26 - 06/30/27

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/24 - 12/31/24	CONTRACT REQUEST 7/01/26 - 6/30/27
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Access Therapy Group	515 Moe Road Clifton Park, NY 12065	OT, PT, Psych, Speech	\$39,107.00	\$41,062.35
Achievenents	623 New London Rd Suite 100 Latham, NY 12110	OT, PT, Psychology, Speech, Social Worker	\$70,432.50	\$73,954.13
Advanced Therapy PLLC	10B Madison Ave. Extension Albany, NY 12203	TOD, OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$20,417.00	\$21,437.85
Blooming Tree LLC	33 Maxwell Street Albany, NY 12208	Occupational Therapy	\$58,240.00	\$61,152.00
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
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St. Anne Institute	160 North Main Avenue Albany, NY 12206	OT, PT, Psych, Speech	\$71,119.00	\$74,674.95
		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-0874

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Moirra Manning],[Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-2014,518-447-4892,,,518-447-7715

Vendor Info: Advanced Therapy Pllc

Estimated Amount: 21,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

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
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MEMORANDUM

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

FROM: Aidan Jones
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RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1052

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Randi Meier

Estimated Amount: \$79,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____	_____	_____
Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature



DANIEL P. MCCOY
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Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Cathryn P Abbey

Estimated Amount: 89,560

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

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112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to name a few, to help them attain their educational goals.

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

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Related Services CAB Request for 07/01/26 - 06/30/27

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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1057

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Blooming Tree, Llc.

Estimated Amount: \$61,150

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

_____	_____	_____
Daniel P. McCoy	Bruce A. Hidley	Joanne Cunningham, Chairwoman
Albany County Executive	Albany County Clerk	Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1058

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Achievements PLLC

Estimated Amount: 73,950

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

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Contract #: 2026-1059

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Camille Bushell

Estimated Amount: 40,700

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Contract #: 2026-1073

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Early Childhood Learning Center Inc. dba Circle of Friends

Estimated Amount: \$51,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
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State: 55.00
Federal: 0.00

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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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

MICHAEL P. McLAUGHLIN, JR. DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DEPUTY COUNTY EXECUTIVE
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

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Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

Related Services CAB Request for 07/01/26 - 06/30/27

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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1076

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Sarah Coons

Estimated Amount: \$27,800

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

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Contract #: 2026-1079

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Early Childhood Education Center

Estimated Amount: \$33,500

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

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Contract #: 2026-1090

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Kristine Doyle Griffin

Estimated Amount: \$24,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

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Contract #: 2026-1094

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Nicolla and Associates OT & PT Services PLLC

Estimated Amount: \$32,750

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

MICHAEL P. McLAUGHLIN, JR. DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DEPUTY COUNTY EXECUTIVE
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

Related Services CAB Request for 07/01/26 - 06/30/27

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/24 - 12/31/24	CONTRACT REQUEST 7/01/26 - 6/30/27
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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1095

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Reaching New Heights Speech Language Services

Estimated Amount: \$47,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Bruce A. Hidley

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Contract #: 2026-1096

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Amie S Murray-Thomson

Estimated Amount: \$25,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Contract #: 2026-1097

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Anna Patka

Estimated Amount: 48,500

Scope of Services: Related Services

Budget Line Item:

Fiscal Impact:
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State: 55.00
Federal: 0.00

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		Total:	\$1,329,898.50	\$1,396,393.43

Contract #: 2026-1098

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Sarah Rosa

Estimated Amount: \$52,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

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DEPUTY COUNTY EXECUTIVE
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ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

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Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1100

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Christine Roylance

Estimated Amount: \$27,500

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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
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DANIEL P. MCCOY
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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Contract #: 2026-1101

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Lori Hart Ryan

Estimated Amount: \$34,500

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

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DANIEL P. MCCOY
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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Contract #: 2026-1102

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Denise Senick-Pirri

Estimated Amount: \$88,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:

County: 39.00

State: 55.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes - Standard

Budget Analyst

Date

For Contract Board Use:

Date Approved

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Albany County Executive

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Julie Murphy Bievenue	4 Woodland Court Ballston Spa, NY 12020	Speech Language Pathology	\$46,264.00	\$48,577.20
Amie Murray-Thomson	504 Legion Drive Schenectady, NY 12303	Speech Language Pathology	\$24,068.00	\$25,271.40
Anna Patka	2 Glenwood Street Albany, NY 12203	Speech Language Pathology	\$46,149.00	\$48,456.45
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Christine Roylance	80 Hollandale Way Delmar, NY 12054	Occupational Therapy	\$26,264.00	\$27,577.20
Lori Hart-Ryan	108 Seneca Street Troy, NY 12180	Physical Therapy	\$32,806.00	\$34,446.30
Denise Senick - Pirri	14 Ridgefield Way Watervliet, NY 12189	Speech Language Pathology	\$83,819.00	\$88,009.95
Spotted Zebra Learning Center	26 Computer Drive East Albany, NY 12205	OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$177,013.00	\$185,863.65
St. Anne Institute	160 North Main Avenue Albany, NY 12206	OT, PT, Psych, Speech	\$71,119.00	\$74,674.95
Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1108

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: The Spotted Zebra Learning Center

Estimated Amount: \$185,850

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

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DEPUTY COUNTY EXECUTIVE
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

Related Services CAB Request for 07/01/26 - 06/30/27

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/24 - 12/31/24	CONTRACT REQUEST 7/01/26 - 6/30/27
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Access Therapy Group	515 Moe Road Clifton Park, NY 12065	OT, PT, Psych, Speech	\$39,107.00	\$41,062.35
Achievenents	623 New London Rd Suite 100 Latham, NY 12110	OT, PT, Psychology, Speech, Social Worker	\$70,432.50	\$73,954.13
Advanced Therapy PLLC	10B Madison Ave. Extension Albany, NY 12203	TOD, OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$20,417.00	\$21,437.85
Blooming Tree LLC	33 Maxwell Street Albany, NY 12208	Occupational Therapy	\$58,240.00	\$61,152.00
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
Sarah Coons	419 Vischer Ferry Road, Clifton Park, NY 12065	Speech Language Pathology	\$26,474.00	\$27,797.70
Early Childhood Education Center	52 Corporate Circle Albany, NY 12203	OT, PT, Psychology, Speech, Social Worker	\$31,954.00	\$33,551.70
Kristine Griffin	17 Outlook Drive South Mechanicville, NY 12118	Speech Language Pathology	\$22,994.00	\$24,143.70
Roberta Katz-Carmody	15 Williams Park Road Loudonville, NY 12211	Speech Language Pathology	\$147,800.00	\$155,190.00
Thomas Nicolla/Kids Care	711 Troy-Schenectady Road Suite 209, Latham, NY 12110	Physical Therapy	\$31,244.00	\$32,806.20
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St. Anne Institute	160 North Main Avenue Albany, NY 12206	OT, PT, Psych, Speech	\$71,119.00	\$74,674.95
Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1109

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: St. Anne Institute

Estimated Amount: \$75,000

Scope of Services: Related Services

Budget Line Item:

Fiscal Impact:

County: 39.00

State: 55.00

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

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Enclosure

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

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Related Services CAB Request for 07/01/26 - 06/30/27

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/24 - 12/31/24	CONTRACT REQUEST 7/01/26 - 6/30/27
Cathryn P. Abbey	12 Darnley Greenen Delmar, NY 12054	Speech Language Pathology	\$85,295.00	\$89,559.75
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Achievenents	623 New London Rd Suite 100 Latham, NY 12110	OT, PT, Psychology, Speech, Social Worker	\$70,432.50	\$73,954.13
Advanced Therapy PLLC	10B Madison Ave. Extension Albany, NY 12203	TOD, OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$20,417.00	\$21,437.85
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Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
Sarah Coons	419 Vischer Ferry Road, Clifton Park, NY 12065	Speech Language Pathology	\$26,474.00	\$27,797.70
Early Childhood Education Center	52 Corporate Circle Albany, NY 12203	OT, PT, Psychology, Speech, Social Worker	\$31,954.00	\$33,551.70
Kristine Griffin	17 Outlook Drive South Mechanicville, NY 12118	Speech Language Pathology	\$22,994.00	\$24,143.70
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Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1110

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Chandra Wells

Estimated Amount: \$25,500

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
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COUNTY OF ALBANY

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DEPUTY COUNTY EXECUTIVE
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ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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The Funding breakdown is State: 55%; County: 39%; Local: 6%

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Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

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Related Services CAB Request for 07/01/26 - 06/30/27

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Blooming Tree LLC	33 Maxwell Street Albany, NY 12208	Occupational Therapy	\$58,240.00	\$61,152.00
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
Sarah Coons	419 Vischer Ferry Road, Clifton Park, NY 12065	Speech Language Pathology	\$26,474.00	\$27,797.70
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Kristine Griffin	17 Outlook Drive South Mechanicville, NY 12118	Speech Language Pathology	\$22,994.00	\$24,143.70
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Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1137

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Catherine Kunz

Estimated Amount: \$32,750

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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Blooming Tree LLC	33 Maxwell Street Albany, NY 12208	Occupational Therapy	\$58,240.00	\$61,152.00
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
Sarah Coons	419 Vischer Ferry Road, Clifton Park, NY 12065	Speech Language Pathology	\$26,474.00	\$27,797.70
Early Childhood Education Center	52 Corporate Circle Albany, NY 12203	OT, PT, Psychology, Speech, Social Worker	\$31,954.00	\$33,551.70
Kristine Griffin	17 Outlook Drive South Mechanicville, NY 12118	Speech Language Pathology	\$22,994.00	\$24,143.70
Roberta Katz-Carmody	15 Williams Park Road Loudonville, NY 12211	Speech Language Pathology	\$147,800.00	\$155,190.00
Thomas Nicolla/Kids Care	711 Troy-Schenectady Road Suite 209, Latham, NY 12110	Physical Therapy	\$31,244.00	\$32,806.20
Catherine Kunz	749 Sixth Avenue Troy, NY 12182	Speech Language Pathology	\$31,217.00	\$32,777.85
Reaching New Heights	57 Duncan Phye Lane, Slingerlands, NY 12159	Speech Language Pathology	\$45,025.00	\$47,276.25
Randi Meier	1138 Delaware Tpke Delmar, NY 12054	Speech Language Pathology	\$75,240.00	\$79,002.00
Julie Murphy Bievenue	4 Woodland Court Ballston Spa, NY 12020	Speech Language Pathology	\$46,264.00	\$48,577.20
Amie Murray-Thomson	504 Legion Drive Schenectady, NY 12303	Speech Language Pathology	\$24,068.00	\$25,271.40
Anna Patka	2 Glenwood Street Albany, NY 12203	Speech Language Pathology	\$46,149.00	\$48,456.45
Sarah Rosa	109 Pheasant Walk Schenectady, NY 12303	Speech Language Pathology	\$49,558.00	\$52,035.90
Christine Roylance	80 Hollandale Way Delmar, NY 12054	Occupational Therapy	\$26,264.00	\$27,577.20
Lori Hart-Ryan	108 Seneca Street Troy, NY 12180	Physical Therapy	\$32,806.00	\$34,446.30
Denise Senick - Pirri	14 Ridgefield Way Watervliet, NY 12189	Speech Language Pathology	\$83,819.00	\$88,009.95
Spotted Zebra Learning Center	26 Computer Drive East Albany, NY 12205	OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$177,013.00	\$185,863.65
St. Anne Institute	160 North Main Avenue Albany, NY 12206	OT, PT, Psych, Speech	\$71,119.00	\$74,674.95
Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1144

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Roberta Katz-Carmody

Estimated Amount: \$155,000

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

MICHAEL P. McLAUGHLIN, JR. DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DEPUTY COUNTY EXECUTIVE
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

The Department for Children, Youth and Families is requesting authorization to enter into a contractual agreement with the providers contained on the attached list to provide an approved preschool special education program for children age three to five who have been evaluated and determined by the Board of Education to have a disabling condition. Albany County contracts with service providers who have been approved by the Board of Education as having an appropriate, structured program capable of offering preschool education to children with disabilities. These providers deliver therapy as prescribed by individual education plans (IEPs) which are developed by school district-based Committees on Preschool Special Education (CPSE). Rates are set by the State. The requested contract term is for July 1, 2026 – June 30, 2027.

The Department has appropriated the funds in the 2026 budget in A92960 44252 - Medical Services/Therapy and Revenue lines A12960-01605 - Chrgs-CareofChildw.SpecNeeds and A32960-03277 - Children W. Special Needs

The Funding breakdown is State: 55%; County: 39%; Local: 6%

Please call me at 447-7531 if you have any questions.

Enclosure

Albany County Department of Children Youth and Families Justification and Backup Material for Preschool Related Services Program

The State Education Law requires the State Education Department (SED) to meet the physical and educational needs of children with disabilities.

The Individualized Education Programs (IEP's) of many special education children prescribe instruction by Special Education Itinerant Teachers, as well as Related Services, such as Speech Pathology, Physical or Occupational therapies, to name a few, to help them attain their educational goals.

Municipalities are mandated to contract with private service providers to obtain Related Services, in which the providers deliver in 30-60 minute sessions.

This option provides a child with the services of one or more therapists to meet his/her special needs. The therapist works with the child a specified number of times each week, and also interacts with the family and the staff of any typical program the child might attend. The therapy can be provided at any site, including the child's home, decided at the Committee on Preschool Special Education (CPSE) meeting.

The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

Related Services CAB Request for 07/01/26 - 06/30/27

PROVIDER	ADDRESS	DISCIPLINE	PAYMENTS 01/01/24 - 12/31/24	CONTRACT REQUEST 7/01/26 - 6/30/27
Cathryn P. Abbey	12 Darnley Greenen Delmar, NY 12054	Speech Language Pathology	\$85,295.00	\$89,559.75
Access Therapy Group	515 Moe Road Clifton Park, NY 12065	OT, PT, Psych, Speech	\$39,107.00	\$41,062.35
Achievenents	623 New London Rd Suite 100 Latham, NY 12110	OT, PT, Psychology, Speech, Social Worker	\$70,432.50	\$73,954.13
Advanced Therapy PLLC	10B Madison Ave. Extension Albany, NY 12203	TOD, OT, PT, Psychology, SEIT, Speech, 1:1 Aide	\$20,417.00	\$21,437.85
Blooming Tree LLC	33 Maxwell Street Albany, NY 12208	Occupational Therapy	\$58,240.00	\$61,152.00
Camille Bushell	631 Salvia Lane Schenectady, NY 12303	Speech Language Pathology	\$38,767.00	\$40,705.35
Circle of Friends	14379 Route 9W Ravena, NY 12143	OT, PT, Psychology, Speech	\$48,632.00	\$51,063.60
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Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
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Contract #: 2026-1146

Contract Type: standard

Contract Action: new

Procurement Type: Standard

Department: DCYF Service for Physically Handicapped Children A2960

Date Submitted:

Contact Person: [Nicole Ward],[Aidan Jones],[Wendy Meehan],[Rachel Sherman]

Contact Phone: 518-447-4892,,,518-447-7715

Vendor Info: Julie A. Bievenue

Estimated Amount: \$48,500

Scope of Services: Related Services

Budget Line Item: A92960-44252

Fiscal Impact:
County: 39.00
State: 55.00
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



DANIEL P. MCCOY
COUNTY EXECUTIVE

NICOLE WARD
ACTING COMMISSIONER

COUNTY OF ALBANY

MICHAEL P. McLAUGHLIN, JR. DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
DEPUTY COUNTY EXECUTIVE
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
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MEMORANDUM

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

FROM: Aidan Jones
Contract Administrator

RE: Contract Requests – Related Services Providers

DATE: May 21, 2026

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The Albany County Department of Children Youth and Families Related Services Program provides a broad array of services to children ages 3 to 5, to meet the physical and educational needs of children with disabilities.

Attached is the list of contractors who require authorization.

Therefore, the Commissioner of the Department for Children, Youth and Families is requesting authorization for Albany County to enter into agreements with the attached listed providers for the term July 1, 2026 to June 30, 2027.

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St. Anne Institute	160 North Main Avenue Albany, NY 12206	OT, PT, Psych, Speech	\$71,119.00	\$74,674.95
Chandra Wells	33 Betwood Street Albany, NY 12209	Speech Language Pathology	\$24,387.00	\$25,606.35
		Total:	\$1,329,898.50	\$1,421,999.78

Contract #: 2026-1193

Contract Type: standard

Contract Action: other

Procurement Type: Cooperative

Department: General Services A1610

Date Submitted: 06/03/2026

Contact Person: [Thomas Stover]

Contact Phone: 518-447-3020

Vendor Info: Robbins Sports Surfaces, LLC

Estimated Amount: 146,850.00

Scope of Services: Used Connor Portable Basketball Floor - MVP Arena

Budget Line Item: CAPIT- HKV3

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

BID, RFP, RFQ Completed? Yes - Cooperative

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 3, 2026

Honorable Daniel P. McCoy
Albany County Executive
112 State Street, 12th Floor
Albany, New York 12207

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, 7th Floor
Albany, New York 12207

Honorable Bruce A. Hidley
Albany County Clerk
Albany County Courthouse
15 Eagle Street, 1st Floor
Albany, New York 12207

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

General Services is requesting authorization to purchase a used and refurbished Connor Portable Basketball Floor to replace the MVP Arena's current portable court that has exceeded its serviceability.

Pursuant to the proposal received utilizing Robbins Sourcewell Contract #: 031022-RBI, the used and refurbished Basketball Floor from Robbins Sports Surfaces, LLC, the proposed cost with shipping is \$133,500. I recommend including an additional 10% contingency allowance of \$13,350 for unforeseen shipping and/or finishing/graphics changes.

This purchase is included in the MVP Arena's Capital Plan and the authorized amount of \$146,850 will be covered by bond HKV3 pursuant to Res. No. 9 of 2023 dated 2/13/2023, Res. No. 158 of 2024 dated 3/13/2024 and Res. No. 159 of 2024 dated 3/13/2024.

Please do not hesitate to contact me if I can be of further assistance.

Thank you,

David M. Latina
Commissioner

DML:tas
Enclosure(s)



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: June 3, 2026

Re: Purchase of Used Connor Portable Basketball Floor – MVP Arena

Pursuant to the proposal received utilizing Robbins Sourcewell Contract #: 031022-RBI, I recommend authorizing the purchase of the proposed Used Connor Portable Basketball Floor from Robbins Sports Surfaces, LLC.

The proposed cost with shipping is \$133,500. I recommend including an additional 10% contingency allowance of \$13,350 for unforeseen shipping or finishing/graphics changes.

This purchase is included in the MVP Arena Capital Plan and the authorized cost of \$146,850 will be covered by various bonds associated with the MVP Arena Capital Plan.

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

DML:tas



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner
General Services

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 3, 2026

RE: Sourcewell Contract Purchase of Portable Basketball Floor-MVP Arena

I am in receipt of your recommendation to award the aforementioned to Robbins Sport Surfaces, LLC in the amount of \$146,850.00

As Robbins Sport Surfaces, LLC has a current Sourcewell Contract 031022-RBI, I concur with your recommendation.

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

Kevin Price
Portable Sales Manager
kprice@robbinsfloor.com

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

June 2, 2026

RE: MVP Arena – Used Floor

Pam,

It was a pleasure to meet with you and your team yesterday. Thank you for reaching out and for your interest in Robbins Sports Surfaces All-Star Plus portable basketball floor. It is our pleasure to offer this proposal for a used Connor portable basketball floor for the MVP Arena in Albany, NY. Below is a quote targeting delivery by October 1, 2026. It is my understanding that this floor may be purchased through Sourcewell. **Robbins Sourcewell Contract #: 031022-RBI**

Used Connor Portable Basketball Floor

This floor will be received into Robbins inventory on or around October, 2026. The floor is four (4) years old and has not been sanded since its' initial sanding. Understanding this, the floor should have two (2) to three (3) additional sandings. Once we receive the floor, we will put it together, sand, seal, stripe and finish the floor before delivering it to you.

Used Connor (120' x 60') Quik-Lock Basketball Floor including:

- MFMA 25/32" thick x 2 1/4" face width, 2nd & Better, FSC, Northern Hard Maple
- Drop-Pin locking system
- Non-resilient package (No force reduction built into the system)
- Oriented Strand Board (OSB) Sub-Floor
- Four (4)' x seven (7)' panels
- **Corner Configuration** (Start setup in the corner of the space))
- Extensions on each end of center row for mounting portable backstops
- Two (2) 4' x 4' Plywood Ramps for mounting portable backstops
- **Finishing/graphics price included and is subject to change based on final court design**

Basketball Floor: \$127,000

Estimated Freight (FOB Destination): \$6,500 – This is an estimate only and is subject to change at time of shipment

Tax: No included/if applicable

OPTIONS:

- **Storage Carts:** Fifteen (15) carts \$475 each/\$7,125
- **Perimeter Transition Ramps:** (SafePath Rubber Ramps), priced per request

NOTES:

- **Prices** are good for **30 days**
- **Terms:** Net 30 Day
- **Current lead time:** To be determined when Robbins receives the floor

PRICE INCLUDES:

- **Tool Kit**
- **Technical Services:** A Robbins representative will be on site during the installation. The facility will be required to provide a crew (minimum of eight (8) people) to be directed in the assembly and disassembly of the floor.
- **One (1) Year Standard Warranty**

Delivery and Unloading: The MVP Arena staff will be responsible for providing a forklift and labor to unload the floor from the delivery truck and staged in the area where it is to be assembled.

The 120' x 60' portable being proposed consists of approximately 260 sections at an estimated weight of 150 lbs. each.

For any questions regarding this proposal, please contact me @ 513/222-4740 or kprice@robbinsfloor.com.

Only Robbins can provide the MVP Arena with the professional floor and service they deserve. Robbins has the system in place to ensure a happy and satisfied customer, from our professional staff to paint color matching and final court production...Robbins gets it right!

Thank you for considering Robbins.

Sincerely,



Kevin Price
Portable Sales Manager
Robbins Sports Surfaces

Sourcwell Summary

Robbins #: 031022-RBI

- System Cost (7,200 Square Feet)
 - **\$127,000** or \$17.64/SF (Sourcwell List price is \$31.44/SF for 6,720 Square feet)
- Freight – Estimated
 - **\$6,500**
- Custom Design Solutions – Storage Carts (15 @ \$475.00/EA)
 - **\$7,125**

*As mentioned above, when looking at our Sourcwell Price list, you will see our Sourcwell List Price of \$211,258. This number is for a court that measures 112' long by 60' wide and is 6,720 SF. The SF cost comes out to \$31.44/SF. The proposed USED court for MVP Arena is larger (120' x 60') 7,200 SF court. Your square foot cost for the system is \$17.64 or \$13.83/SF below Sourcwell List Price.



CONTRACT EXTENSION

Contract Number: 031022-RBI

Sourcewell	and	Robbins
202 12th Street Northeast		4777 Eastern Ave
P.O. Box 219		
Staples, MN 56479		Cincinnati, Ohio
(Sourcewell)		(Vendor) 45226-2338

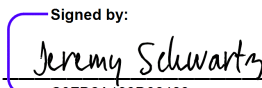
have entered into Contract Number: 031022-RBI
for the procurement of: Athletic Surfaces with Installation, Related Equipment, Materials, and Services

The Contract has an expiration date of 2026-05-26 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-05-26 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:


C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

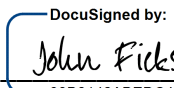
Chief Operating and Procurement Officer

Title

5/8/2025 | 12:52 PM CDT

Date

DocuSigned by:


99B8142AB5DC4B8...

Authorized Signature

John Ficks

Name

Sales Manager

Title

5/8/2025 | 11:58 AM PDT

Date