

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, April 28, 2020

5:30 PM

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AMENDING RESOLUTION 525 FOR 2019 REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER PURIFICATION DISTRICT'S NORTH PLANT
3. AUTHORIZING AN AGREEMENT WITH BUBONIA HOLDING CORP. REGARDING ASH DISPOSAL AT THE WATER PURIFICATION DISTRICT NORTH PLANT
4. AUTHORIZING AN INTER-MUNICIPAL AGREEMENT REGARDING THE ALBANY POOL COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN
5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION REGARDING THE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT
6. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS
7. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF COEYMANS, GUILDERLAND, KNOX, AND NEW SCOTLAND
8. AUTHORIZING AN AGREEMENT WITH M.J. ENGINEERING AND LAND SURVEYING .P.C. REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE
9. AUTHORIZING AN AGREEMENT WITH GREENMAN-PEDERSEN, INC. REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR405 AND OLD RAVENA ROAD BRIDGE SUPERSTRUCTURE REPLACEMENT PROJECT

10. AUTHORIZING AN AGREEMENT WITH FOIT ALBERT AND ASSOCIATES REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR402 AND CR 404 CULVERT REPLACEMENT PROJECT
11. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY
12. AUTHORIZING A LEASE AGREEMENT WITH P.SCHNEIDER & ASSOCIATES, PLLC. REGARDING CORPORATE SUITE NO. 8 AT THE TIMES UNION CENTER
13. AUTHORIZING LEASE AGREEMENTS WITH ALL STAR WINE AND SPIRITS AND SHELTER ENTERPRISES, INC. REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER
14. AUTHORIZING A LEASE AGREEMENT WITH KASSELMAN ELECTRIC CO., INC REGARDING CORPORATE SUITE NO. 10 AT THE TIMES UNION CENTER
15. AUTHORIZING A LEASE AGREEMENT WITH TROJAN ENERGY SYSTEMS, INC. REGARDING CORPORATE SUITE NO. 24 AT THE TIMES UNION CENTER
16. AUTHORIZING A LEASE AGREEMENT WITH PROTECTIVE INDUSTRIAL PRODUCTS AND MVP HEALTH PLAN, INC.REGARDING CORPORATE SUITE NO. 13 AT THE TIMES UNION CENTER
17. AUTHORIZING A LEASE AGREEMENT WITH BLUE SHIELD OF NENY REGARDING CORPORATE SUITE NO. 9 AT THE TIMES UNION CENTER
18. AUTHORIZING AN AGREEMENT WITH NATIONAL BUSINESS TECHNOLOGIES REGARDING LEASE AND MAINTENANCE SERVICES FOR COUNTY COPIERS IN VARIOUS LOCATIONS

County of Albany

*112 State Street
Albany, NY 12207*



Meeting Minutes

Tuesday, February 25, 2020

5:00 PM

**Harold L. Joyce Albany County Office Building
Room 730**

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

Excused: Christopher H. Smith

APPROVING PREVIOUS MEETING MINUTES[**TMP-1541**](#)

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

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH STRUCTURAL PRESERVATION SYSTEMS, LLC FOR GENERAL CONSTRUCTION SERVICES REGARDING THE TIMES UNION CENTER GARAGE REMEDIATION AND REPAIRS PROJECT [**20-081**](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

2. AUTHORIZING AN AGREEMENT WITH CAPELLINO CHEVROLET, INC. FOR THE PURCHASE OF FOUR 2020 SILVERADO 2500 DOUBLE CAB PICKUP TRUCKS [**20-082**](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

3. AUTHORIZING AN AGREEMENT WITH JOHN DEERE CONSTRUCTION RETAIL SALES REGARDING THE PURCHASE OF A 622G MOTOR GRADER [**20-083**](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

4. PURCHASE OF MOBILE RADIOS FOR THE DEPARTMENT OF PUBLIC WORKS [**20-084**](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

5. DETERMINATION THAT THE ASBESTOS ABATEMENT AND DEMOLITION OF 1538 NEW SCOTLAND ROAD IN SLINGERLANDS WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT [**20-085**](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

6. AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, P.C. FOR CONSTRUCTION INSPECTION SERVICES REGARDING THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT [20-086](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

7. AUTHORIZING AN AGREEMENT WITH CAPPELLINO CHEVROLET, INC. FOR THE PURCHASE OF FIVE 2020 CHEVROLET 3500 ONE TON DUMP TRUCKS [20-087](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.

8. AUTHORIZING AN AGREEMENT WITH JOE BASIL CHEVROLET, INC. REGARDING THE PURCHASE OF A 2020 SILVERADO 4WD CREW CAB SERVICE TRUCK [20-088](#)

A motion was made that this proposal be moved forward positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO
EXECUTIVE DIRECTOR

February 26, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: Resolution No. 524 of 2019 Amendment
Capital Regions Landfills, Inc. Leachate Treatment**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting Resolution No. 524 of 2019 be amended to reflect the language of Resolution No. 376 as adopted on 10/14/14 as it pertains to the contract fee and term for leachate treatment from the Capital Region Landfills, Inc (Landfill).

The agreement between the District and Landfill is for a five year term with an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly commencing January 1, 2020 and ending December 31, 2025. The current resolution will need to be amended to reflect this arrangement.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Kevin Cannizzaro, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1565, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting authorization to amend Resolution No. 524 of 2019

Date:	2/26/2026
Submitted By:	Angelo Gaudio
Department:	Water Purification District
Title:	Executive Director
Phone:	518-598-9588
Department Rep.	Angelo Gaudio
Attending Meeting:	Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☒ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Capital Regions Landfills, Inc

1319 Loudon Road

Cohoes, NY 12047

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.

Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: G28130 02124
Revenue Amount: \$25,000 annual fee plus one cent per gallon

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100
Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2020 to December 31, 2025
Length of Contract: 5 years

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Res No 524 of 2019
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Albany County Water Purification District (District) is requesting Resolution No. 524 of 2019 be amended to reflect the language of Resolution No. 376 as adopted on 10/14/14 as it pertains to the contract fee and term for leachate treatment from the Capital Region Landfills, Inc (Landfill). The agreement between the District and Landfill is for a five year term with an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly commencing January 1, 2020 and ending December 31, 2025. The current resolution will need to be amended to reflect this arrangement.

RESOLUTION NO. 524

**AUTHORIZING AN AGREEMENT WITH CAPITAL REGION LANDFILLS,
INC. REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER
PURIFICATION DISTRICT'S NORTH PLANT**

Introduced: 12/2/19

By Public Works Committee:

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to enter into a five-year agreement between the Water Purification District and Capital Region Landfills, Inc., regarding landfill leachate treatment at the District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 31, 2024, and

WHEREAS, The Executive Director has indicated that the agreement will provide landfill leachate treatment at the District's North Plant which is located in the City of Cohoes, and

WHEREAS, The Executive Director has also indicated that it is anticipated that the District will treat three million gallons of leachate per year at one cent per gallon, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-year agreement between the Water Purification District and Capital Region Landfills, Inc., Cohoes, NY 12047 regarding landfill leachate treatment at the District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 31, 2024, and, be it further

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

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

RESOLUTION NO. 376

AUTHORIZING AN AGREEMENT WITH CAPITAL REGION LANDFILLS, INC. REGARDING LANDFILL LEACHATE TREATMENT AT THE SEWER DISTRICT'S NORTH PLANT

Introduced: 10/14/14

By Public Works Committee, Messrs. Morse, Ward and Ethier:

WHEREAS, The Executive Director of the Albany County Sewer District has requested authorization to enter into an agreement with Capital Region Landfills, Inc. regarding landfill leachate treatment at the Sewer District's North Plant, and

WHEREAS, The Executive Director indicated that the agreement will provide landfill leachate treatment at the District's North plant with transportation provided by the City of Cohoes collection system, and

WHEREAS, The Executive Director indicated that the agreement is an inter-municipal cooperation of shared services for five years, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-year agreement between the Albany County Sewer District and Capital Region Landfills, Inc. regarding landfill leachate treatment at the Sewer District's North Plant for an annual fee of \$25,000 plus a treatment rate of one cent per gallon to be invoiced monthly commencing December 1, 2014 and ending December 31, 2019, 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. 10/14/14



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO S. GAUDIO
EXECUTIVE DIRECTOR

October 15, 2019

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to enter into a professional service contract with the Capital Regions Landfills, Inc., the operator of the Town of Colonie Landfill. This agreement will provide landfill leachate treatment at the District's North Plant with conveyance provided by the City of Cohoes collection system.

The contract term will be for five (5) years with an annual fee of \$25,000 to reserve the right of conveyance and treatment. In addition to the annual fee, the District will charge for treatment at a rate of one cent per gallon, which will be invoiced monthly. Based on the initial estimate of receiving three (3) million gallons of leachate per year the total projected annual revenue would be \$55,000.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo S. Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Kevin Cannizzaro, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DENNIS RIGOSU
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 30, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: RFB #2020-015 – North Plant Ash Lagoon Cleaning
Bubonia Holding Corp**

Dear Mr. Joyce

In response to RFB # 2020-015 the Water Purification District (District) is requesting authorization to enter into a contract with Bubonia Holding Corp. (Bubonia) for the removal of 13,000 cubic yards of incinerated sludge ash at the District's North Plant. The total contract amount is \$107,840.00 and includes an \$8,000 allowance for the removal of additional material for the unit price identified in the bid.

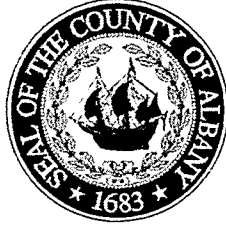
Of the two bids received Bubonia was the lowest responsible bidder. The bid tabulation and supporting recommendation memos are attached herein.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc. District Recommendation Memo
Purchasing Office Recommendation Memo
Bid Tabulation



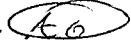
DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
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ANGELOW S. GAUDIO
EXECUTIVE DIRECTOR

MEMORANDUM

To: Karen Storm, Purchasing Agent
From: Angelo S. Gaudio, Executive Director 
Subject: RFB-2020-015 North Plant Ash Lagoon Cleaning Award Recommendation
Date: January 31, 2020

The Water Purification District recommends award to the apparent low bidder, Bubonia Holding Corp. for a sum of \$107,840.00 which includes an allowance of \$8,000.00.

Should you have any questions regarding this recommendation I may be reached at 447-1617.

ASG:lc



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: January 31, 2020

RE: RFB #2020-015

I am in receipt of your recommendation to award the aforementioned Request for Bids to Bubonia Holding Corp. in the amount of \$107,840.00.

As Bubonia Holding Corp. is the low responsive and responsible bidder, I concur with your recommendation.

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

Bid Tabulation RFB-2020-015 NORTH PLANT ASH LAGOON CLEANING

Vendor	Bubonia	David Frueh
Lump Sum Base Bid	\$ 99,840.00	\$ 110,110.00
Allowance	\$ 8,000.00	\$ 8,000.00
Total Bid	\$ 107,840.00	\$ 118,110.00
Unit Price Cu. Yd.	\$ 7.68	\$ 8.47
Bid Security	Bond	Check



Legislation Text

File #: TMP-1624, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Bubonia Holding Corp. for the removal of sludge ash

Date: 3/30/2020
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-453-1624
Department Rep.
Attending Meeting: Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Bubonia Holding Corp

18 West Albany Drive

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$107,870.00

Scope of Services: Disposal of incinerated sludge ash

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

G98130 44071 1000

Appropriation Amount:

107,870.00

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

May 1, 2020 to December 1, 2020

Length of Contract:

7 months

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting authorization to enter into a contract with Bubonia Holding Corp. (Bubonia) for the removal of 13,000 cubic yards of incinerated sludge ash at the District's North Plant. The total contract amount is \$107,840.00 and includes an \$8,000 allowance for the removal of additional material for the unit price identified in the bid. Incinerated sludge ash is stored in ash lagoons at the treatment plant. Annual disposal of this ash is required to manage the onsite volumes within the District's ash lagoons and to provide adequate storage space for sludge ash in the upcoming year.

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY WATER PURIFICATION DISTRICT



RFB #2020-015

NORTH PLANT ASH LAGOON CLEANING

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, 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: North Plant Ash Lagoon Cleaning RFB NUMBER: 2020-015

Receipt Confirmation Form

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

Karen A. Storm
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:

Courier Collect: _____ Mail _____

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

NON-BIDDER RESPONSE

RFB #2020-015

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 #2020-015

Sealed Bids for North Plant Ash Lagoon Cleaning as requested by the Albany County Water Purification District 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, January 30, 2020 .

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, January 16, 2020**.

A site visit will be held on Friday, January 24, 2020 at 9:00 am at the Albany County Water Purification District North Plant, 1 Canal Road South, Albany, NY 12204. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: January 10, 2020
Albany, New York

PUBLISH ONE DAY –Thursday, January 16, 2020 -- THE EVANGELIST
PUBLISH ONE DAY –Thursday, January 16, 2020 -- 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: **North Plant Ash Lagoon Cleaning**
- 1.2 Requesting Department: **Albany County Water Purification District**
- 1.3 Bid Number: **2020-015**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **North Plant Ash Lagoon Cleaning** as requested by **Albany County Water Purification District**.
- 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 **Thursday, January 30, 2020 at 11:00 AM** , at the following address:

Karen A. Storm
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.
- 4.4 **There will be a site visit on Friday, January 24, 2020 at 9:00 am, at the Albany County Water Purification District North Plant, 1 Canal Road South Albany, NY 12204.**
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 **Five Percent (5%) of the Total Bid Amount 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 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.
- 7.4 All bidders must document five (5) or more years in the business of providing the excavating services.
- 7.5 Bidder must include at least five excavating service customer references.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
 - (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the

bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

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

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

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

SECTION 10: PREVAILING WAGE

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

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

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

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

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:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@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 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

- 18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent (100%) of the Total Bid Amount** 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

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 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- 22.3 Payment will be made upon the submission of a completed Albany County Claim Form.
- 22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

- 23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.
- 23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: NOT IN USE

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: NOT IN USE

SECTION 28: NOT IN USE

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: SUBCONTRACTORS

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

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

SECTION 31: INTERPRETATION

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

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

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

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

to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

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

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

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

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

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

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

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

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-10-002), 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-0-15-002). SPDES GP-0-15-002 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-0-15-002 (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: GREEN INFRASTRUCTURE POLICY

35.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant

to SPDES GP-0-15-003. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

ALBANY COUNTY WATER PURIFICATION DISTRICT

Specifications for the

NORTH PLANT ASH LAGOON CLEANING RFB-2020-015

1.0 GENERAL

- 1.1 The Albany County Water Purification District operates a wastewater treatment facility designated the North Plant. The North Plant is located off Canal Road South in Menands, New York 12204. The work consists of cleaning ash lagoons, which contain a non-putrescible, inert, wet bio-solids remediated ash.

Ash to be removed from the North Plant lagoons is to be deposited on property owned by the City of Albany, located on Rapp Road in Albany, New York (City of Albany Landfill).

Detailed plans of the ash lagoons may be inspected at the Administration Building located at the North Plant prior to bid submittal.

2.0 LAGOON DESCRIPTION AND QUANTITY

- 2.1 North Plant - The total area of the lagoons is approximately one (1) acre and they are approximately six (6) feet deep. The total quantity of material to be removed is estimated at 13,000 cubic yards.

3.0 ESTIMATED QUANTITY

- 3.1 The quantities of ash in cubic yards in Section 2.1 (above) are estimated only. Any under or over estimated quantities shall be subtracted or added on a per unit price (one (1) cubic yard) from the base bid of 13,000 cubic yards, any under estimated quantities shall be applied to the available allowance. Prospective bidders are responsible for verifying quantity of ash being removed. Owner shall approve the method.

4.0 METHOD OF REMOVAL

- 4.1 If an alternative to the preferred method of removal described below is proposed, the District must approve the method of removal; dredging will not be permitted. The method of removal must not damage the bottom of the lagoons which is clay lined. Prospective bidders are responsible for collecting a sample of the ash removed every 1,000 cubic yards and supplied to the District. The District will provide sample containers for collection.

A preferred method is as follows:

The ash lagoon is thoroughly dewatered using portable pumps. A polyethylene-reinforced mat is laid down on the ash in the dewatered lagoon and covered with 6" of gravel to support backhoe and dump trucks on the ash bed. Working backward from the outlet to the inlet, the ash is removed from each lagoon along with the gravel and matting. Similar methods may also be used with District approval but be advised that, the ash bed alone will not support machinery necessary for ash removal. The District shall approve the size of gravel.

5.0 TEMPORARY ELECTRICAL POWER

5.1 The District will supply the temporary electrical power necessary to operate the contractor's dewatering pumps. District electricians will make electrical connections at the designated motor control center.

6.0 GRADING OF LAGOON BANKS

6.1 The contractor is responsible to re-grade the banks of the lagoons when disturbed and to re-seed any affected areas if necessary.

7.0 METHOD OF TRANSPORTATION

7.1 The contractor shall take such steps as are necessary to prevent ash loss when transporting ash to the landfill site from the North Plant. At a minimum, all loads shall be covered during transportation.

7.2 Since public roadways must be used, the contractor shall dewater the ash to the consistency of damp sand prior to hauling to the disposal site. The method of dewatering the ash shall be approved by the District and conform to all New York State Department of Environmental Conservation regulations in effect at that time along with the City of Albany landfill requirements. Ash may not be hauled in a flowing state or if it contains free water. The contractor shall be responsible to obtain any required NYSDEC or DOT permits to transport District ash.

7.3 The ash will be trucked to the **City of Albany landfill** located on Rapp Road in Albany, New York. The Water Purification District shall reserve the right to discontinue transportation within 24 hour notice to the contractor should conditions at the landfill warrant. This potential exists due to inclement weather causing roadway problems and ash grading requirements at the disposal site. The Water Purification District shall give notice to contractor when transportation can commence.

7.4 The Landfill has restricted hours (7 a.m. to 3 p.m. weekdays) for receipt of ash from the District.

8.0 OPERATION OF LAGOONS DURING CLEANING

8.1 Bidders will take note that one ash lagoon will be in operation during the contract period.

- 8.2 As there are two lagoons to be cleaned there will be two mobilizations for cleaning. The first lagoon shall be cleaned and hauled no later than August 1st. The District will be allowed one week to place the cleaned lagoon in service at which point the contractor will be allowed to set pumps up for draining the second lagoon. The second lagoon will be cleaned and hauled no later than November 7th.

9.0 BID

- 9.1 The bid shall reflect all materials, labor, equipment, and all other activity necessary to dispose of the ash, including lagoon dewatering.

10.0 CLEAN-UP

- 10.1 Ash lost during transport and deposited on District roadways or public highways and streets shall be cleaned by the contractor to the satisfaction of the District and comply with any DEC mandates. Dry cleanup methods are preferred (street cleaner, shovels, brooms); as washing down of ash into storm sewers tends to clog catch basins and sewers.

11.0 QUALIFICATIONS OF BIDDER

- 11.1 The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the bidder shall furnish to the District all such information and data for that purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12.0 SAFETY AND RIGHT TO KNOW LAW

- 12.1 The successful bidder shall meet with the District's safety officer to make known to contractor employees the District's Hazardous Communication Program, Emergency Escape Procedures and any other pertinent information necessary for the protection of contractor employee safety.

This meeting shall take place before any ash hauling commences in accordance with the New York State Department of Labor Law.

13.0 GENERAL CONDITIONS

- 13.1 Some General Conditions applicable to this contract shall include, insurance, NYS Prevailing Wage Rates, Bid & Performance Bonds. Monthly payroll records shall be provided to the Owner's Supt. of Operations in compliance with Section 220 of the Labor Law.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
Bid Number: **2020-015**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(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”)

- 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: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of _____ _____ _____ Dollars and _____ Cents (base bid)	\$ _____
Allowance	\$ <u>\$8,000</u>
Total BID	\$ _____
*Unit Price (one (1) cubic yard)	\$ _____

* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
Bid Number: **2020-015**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND 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. _____

BQ1

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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.

BQ2

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

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.

BQ3

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:

BQ4

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: _____



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Albany County Water Purificati

Kayla Cronin, Specification Technician
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2019 through 2020
Date Requested 01/13/2020
PRC# 2020000503

Location 1 Canal Road South
Project ID# 2020-015
Project Type North and South Ash Lagoon Cleaning for the Albany County Water Purification District.

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 Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

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

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

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

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

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

Signature

Title

Date

Company Name

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

THIS BID IS SUBMITTED TO:

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

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

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

Date	Number
Jan. 27, 2020	# 1

(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")
7. Communication concerning this Bid shall be addressed to:

Stephen J. Bubonia

Pres. - Bubonia Holding Corp.

Phone: _____ (518) 438-8900
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: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of _____	
<u>Ninety Nine Thousand,</u> <u>Eight Hundred Forty</u> _____ Dollars and	
NO _____ Cents (base bid)	\$ <u>99,840.00</u>
Allowance	\$ <u>\$8,000</u>
Total BID	\$ <u>107,840.00</u>
*Unit Price (one (1) cubic yard)	\$ <u>7.68</u>

* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORMBID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

COMPANY: Bubonia Holding Corp.
ADDRESS: 18 West Albany Drive
CITY, STATE, ZIP: Albany, New York 12205
TEL. NO.: (518) 438-8900
FAX NO.: (518) 438-9193
FEDERAL TAX ID NO.: 14-1605683
REPRESENTATIVE: Stephen J. Bubonia
E-MAIL: steve@bubonia.com
SIGNATURE AND TITLE: *Stephen J. Bubonia*
Stephen J. Bubonia - President
DATE: Jan. 30, 2020

X

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? 42 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. Contract No. 4378 of 2018 RFB-2018-106
North and South Ash Lagoon Cleaning
County of Albany Water Purification District

Orig. Contract \$79,640.00 + Allowance of \$8,000.00
Completion date 12/27/19 Cost of \$84,816.60

Contact Tyler Messick (518) 466-2244

 2. RFB # 2017-136 Ash Lagoon Cleaning at the North Plant
County of Albany Water Purification District
Orig. Contract \$97,110.00 + Allowance of \$8,000.00

Completion date 11/13/18 Cost of \$103,795.65

Contact Tyler Messick (518) 466-2244

 3. 845 Central Ave. Albany NY Install interceptor, drainage
pipng and discharge lines. Contract with David Stern
Management (West Mall Properties). Contract amount of

\$50,000.00 Completion 09/13/19 Cost of \$53,900.00

Contact Abel Rivera (518) 436-9988

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.

City of Albany Rapp Road SWMF
 Recycled Landfill Cover Materials.
 \$100,000.00 10% complete

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.

Surety: Mr. Harry Ungehauer @ Cool Insuring Agency,
784 Troy Schenectady Rd, Latham, NY 12110

Bank Mr. Ryan Case, Key Bank
Albany Shaker Road, Albany NY 12205

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

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

Accountant prepared financial statement

will be made available upon award of contract.

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.

Bubonia Holding Corp.

Correct Name of Bidder

- (a) The business is a: Corporation (NYS)

- (b) The address of principal place of business is: 18 West Albany Drive

Albany, New York 12205

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

Stephen J. Bubonia - President

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.

Bubonia Holding Corp.

Firm

Dated: Jan. 30, 2020

By Stephen J. Bubonia 

Stephen J. Bubonia - Pres.

(Typed)

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 30 day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me sworn, did say that he resides at (give address) 9 Dennis Ter, Sch'dy NY 12303; that he is the (give title) President of the (name of corporation) Bubonia Holding Corp., 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.

Morris C. Warner Jr.

Notary Public, State of NEW YORK
Notary Public, State of New York
Qualified in Albany County

Commission Expires 02-28-22

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 "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.

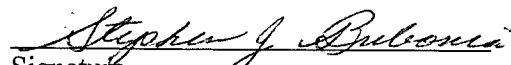
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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

Stephen J. Bubonia

President

Title

Bubonia Holding Corp.

Company Name

Jan. 30, 2020

Date

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 14-1605683

State of: New York)
) ss:

County of: Albany)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business
Bubonia Holding Corp.
Address
18 West Albany Drive
City, State, Zip
Albany, New York 12205

Signature of Owner Stephen J. Bulone

Printed Name of Signatory Stephen J. Bubonia

Title	President
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
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99. _____	_____
100. _____	_____

Sworn before me this, 30 day of Jan., 2020.

Notary Public *Maria C. Warner Jr.*

ROBERTS C. KEEFER, JR.
Notary Public, State of New York
Qualified in Albany County
Commission Expires 02-28-22

Printed Name _____

Signature Morris C. Wampler

Jan. 30, 2020

Date _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Bubonia Holding Corp.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1605683 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.bubonia.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 18 West Albany Drive Albany, New York 12205		7. TELEPHONE NUMBER 518 438-8900	8. FAX NUMBER 518 438-9193
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 Stephen J. Bubonia Title President Telephone Number (518) 438-8900 Fax Number (518) 438-9193 e-mail steve@bubonia.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
Stephen J. Bubonia	Pres.		
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.	☐ Yes ☒ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☒ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

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

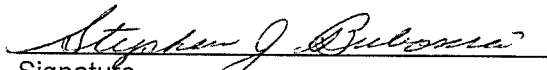
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

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

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


 Signature Stephen J. Bubonia

 Title President

Bubonia Holding Corp.
 Company Name

Jan. 30, 2020
 Date

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: Bubonia Holding Corp.

Address: 18 West Albany Drive

Albany, New York 12205

Phone Number(s): (518) 438-8900

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):

Ash Lagoon Cleaning

North Plant

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

North Plant, 1 Canal Road South, Albany, NY 12204

Stephen J. Bubonia
Signature

Stephen J. Bubonia
Printed Name

President
Title

Jan. 30, 2020
Date

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: North Plant Ash Lagoon Cleaning
 RFB # 2020-015

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: Bubonia Holding Corp.

By: *Stephen J. Bubonia* *JS*
 (Signature)

Stephen J. Bubonia
 (Typed)

Title: President

Date: Jan. 30, 2020



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bubonia Holding Corporation
18 West Albany Drive
Albany, NY 12205

SURETY: Hudson Insurance Company

(Name, legal status and principal place
of business)

100 William Street
5th Floor
New York, NY 10038

OWNER:

(Name, legal status and address)

Albany County
112 State Street
Albany, NY 12207

BOND AMOUNT: \$ 5% (Five Percent of the Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

North Plant Ash Lagoon Cleaning - RFB-2020-015 -
Water Purification District -

Project Location: 1 Canal Road South, Albany, NY
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

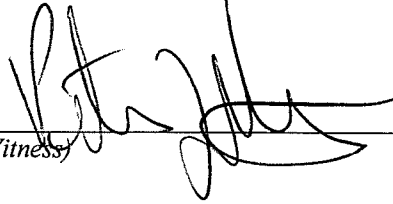
ADDITIONS AND DELETIONS:

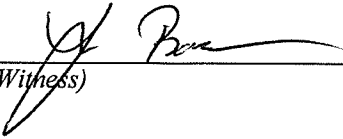
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 28th / day of , January, 2020

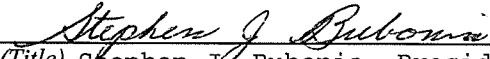

(Witness)


(Witness)

Bubonia Holding Corporation

(Principal)

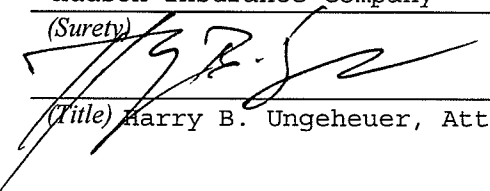
(Seal)


(Title) Stephen J. Bubonia, President

Hudson Insurance Company

(Surety)

(Seal)


(Title) Harry B. Ungeheuer, Attorney-in-Fact

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael J. Grasso, John C. Bieniek, Anthony J. Mashuta,
Barbara A. Lavenia and Harry B. Ungeheuer
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 28th day of January, 20 20.
(Corporate seal)

By.....
Dina Daskalakis, Corporate Secretary

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

 Notary Public

CORPORATE

STATE OF New York }
 COUNTY OF Albany } ss

On this 28th day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, New York; that he/she is the President of Bubonia Holding Corporation the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Morris C. Warner, Jr.
 Notary Public

MORRIS C. WARNER, JR.
 Notary Public, State of New York
 Qualified in Albany County
 Commission Expires 02/28/22

SURETY

STATE OF New York }
 COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 28th day of January, A.D. 2020.

BARBARA A. LAVENIA
 Notary Public, State of New York
 Qualified in Schenectady County
 No. 01LA5060627
 Commission Expires 05/20/2022

Barbara A. Lavenia
 Notary Public

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2018ASSETS

Bonds	\$	335,825,311
Real estate		0
Cash on hand and on deposit		56,610,897
Reinsurance Receivable		295,692,952
FIT recoverable (including net deferred tax asset)		19,975,326
Aggregate write-ins for other than invested assets		296,559,253
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		64,104,446
Stocks		224,397,557
Other Assets		69,866,860
Total Assets	\$	1,363,032,602

LIABILITIES & SURPLUS

Losses	\$	206,909,194
Loss adjustment expense		23,275,155
Other expenses		20,681,593
Unearned premiums		86,239,183
Ceded reinsurance premiums payable		490,370,623
Payable to parent, subsidiaries and affiliates		448,529
Commissions payable, contingent commissions and other similar charges		13,750,069
Other Liabilities		79,865,111
Total Liabilities	\$	921,539,457
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		140,512,810
Surplus as regards policyholders	\$	441,493,145
Total Liabilities and Surplus	\$	1,363,032,602

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2018.

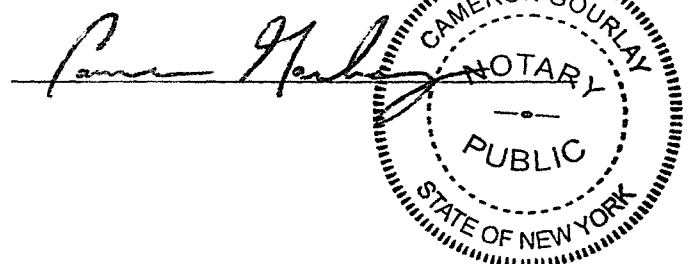
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this March 20 day of March, 2019.



Janice Zwinggi
Janice Zwinggi
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this March 20 day of March, 2019
My commission expires

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bubonia Holding Corporation

18 West Albany Drive

Albany, NY 12205

OWNER:

(Name, legal status and address)

Albany County

112 State Street

Albany, NY 12207

BOND AMOUNT: \$ 5% (Five Percent of the Amount Bid)

SURETY: Hudson Insurance Company

(Name, legal status and principal place

of business)

100 William Street

5th Floor

New York, NY 10038

PROJECT:

(Name, location or address, and Project number, if any)

North Plant Ash Lagoon Cleaning - RFB-2020-015 -

Water Purification District -

Project Location: 1 Canal Road South, Albany, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

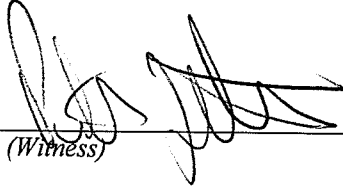
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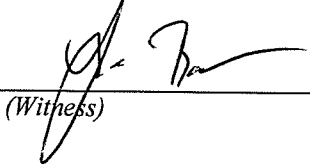
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User Notes:

(1515275381)

Signed and sealed this 28th /day of , January, 2020

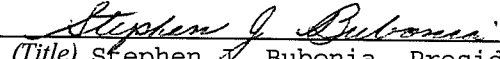

(Witness)


(Witness)

Bubonia Holding Corporation

(Principal)

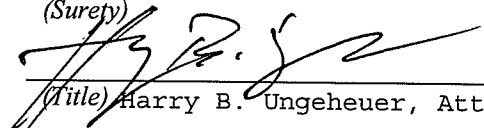
(Seal)


(Title) Stephen J. Bubonia, President

Hudson Insurance Company

(Surety)

(Seal)


(Title) Harry B. Ungeheuer, Attorney-in-Fact

Init.



HUDSON
INSURANCE GROUP

87

BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael J. Grasso, John C. Bieniek, Anthony J. Mashuta,
Barbara A. Lavenia and Harry B. Ungeheuer
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)
Attest: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 28th day of January, 20 20

(Corporate seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

 Notary Public

CORPORATE

STATE OF New York }
 COUNTY OF Albany } ss

On this 28th day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, New York; that he/she is the President of Bubonia Holding Corporation the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Morris C. Warner Jr.
 Notary Public

MORRIS C. WARNER, JR.
 Notary Public, State of New York
 Qualified in Albany County
 Commission Expires 02.28.22

SURETY

STATE OF New York }
 COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 28th day of January, A.D. 2020.

BARBARA A. LAVENIA
 Notary Public, State of New York
 Qualified in Schenectady County
 No. 01LA5060627
 Commission Expires 05/20/2022

Barbara A. Lavenia
 Notary Public

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2018

ASSETS

Bonds	\$	335,825,311
Real estate		0
Cash on hand and on deposit		56,610,897
Reinsurance Receivable		295,692,952
FIT recoverable (including net deferred tax asset)		19,975,326
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Total Assets	\$	<u>1,363,032,602</u>

LIABILITIES & SURPLUS

Losses	\$	206,909,194
Loss adjustment expense		23,275,155
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Payable to parent, subsidiaries and affiliates		448,529
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Total Liabilities	\$	<u>921,539,457</u>
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Unassigned funds (surplus)		140,512,810
Surplus as regards policyholders	\$	441,493,145
Total Liabilities and Surplus	\$	<u>1,363,032,602</u>

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2018.

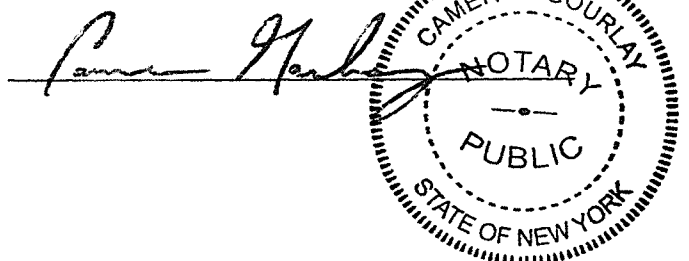
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this March 20th day of March, 2019.



Janice Zwinggi
 Janice Zwinggi
 Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this March 20th day of March, 2019
 My commission expires

CAMERON GOURLAY
Notary Public, State of New York
 No. 01GO6372305
 Qualified in New York County
 Commission Expires June 4, 2022



COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
 Bid Number: **2020-015**

THIS BID IS SUBMITTED TO:

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

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

January 27, 2020

ONE

(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")
7. Communication concerning this Bid shall be addressed to:
- David Frueh Contracting LLC
PO Box 183
Glenmont, NY 12077-0183
 Phone: 518-767-0090
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: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of <u>One hundred</u> <u>ten thousand one hundred</u> <u>ten</u> Dollars and	
_____ Cents	\$ <u>110,110.⁰⁰</u>
(base bid)	
Allowance	\$ <u>\$8,000</u>
Total BID	\$ <u>118,110.-</u>
*Unit Price (one (1) cubic yard)	\$ <u>8.47</u>

* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

COMPANY:

David Frueh Contracting LLC

ADDRESS:

PO Box 183

CITY, STATE, ZIP:

Glenmont, NY 12077-0183

TEL. NO.:

518-767-0090

FAX NO.:

—

FEDERAL TAX ID NO.:

80-0033250

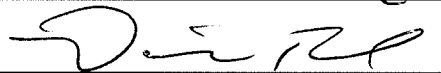
REPRESENTATIVE:

Dave Frueh

E-MAIL:

davidfrueh12@gmail.com

SIGNATURE AND TITLE:

 / member

DATE:

1-30-2020

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? 20 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. County of Albany N.E.S. Ash Lagoon Cleaning

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.

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.

Burt Anthony Associates - Greg Turner 518 439-9958

Key Bank 518-439-0051

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.

David Frueh Contracting LLC

 Correct Name of Bidder

(a) The business is a: Partnership

(b) The address of principal place of business is: Po Box 183, Glenmont, NY 12077
1626 Rt 9w; Selkirk, NY 12158

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

David Frueh SR.
David Frueh JR.
Michael Frueh

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.

David Fuel Contracting LLC
Firm

Dated: 1-30-2020

By David Fuel

David Fuel
(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: David Finkel Contracting LLC

By: 
(Signature)

David Finkel
(Typed)

Title: member

Date: 1-30-2020



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Albany County Water Purificati
Kayla Cronin, Specification Technician
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2019 through 2020
Date Requested 01/13/2020
PRC# 2020000503

Location 1 Canal Road South
Project ID# 2020-015
Project Type North and South Ash Lagoon Cleaning for the Albany County Water Purification District.

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 Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____
Name & Title of Representative: _____

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

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

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

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

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

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

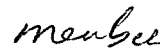
A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets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

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

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



Signature



Title

1-30-2020

Date

DAVID FREUD CONTATIG LLC

Company Name

ATTACHMENT "B"

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

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

On this 30th day of January, 2020, before me personally appeared David Fruth 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.

JAMES S. MILLS
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01MI6227546
My Commission Expires Aug. 30, 2022

James S. Mills
Notary Public, State of New York
Qualified in Albany County
Commission Expires 8/30/22

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 <i>David Fuel Contracting LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>80-0033250</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER <i>518 767-0090</i>	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 <i>David Fuel</i> Title <i>member</i> Telephone Number <i>518-767-0090</i> Fax Number <i>—</i> e-mail <i>david.fuel12@gmail.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>David Fuel</i>	TITLE <i>member</i>	b) NAME <i>Michael Fuel</i>	TITLE <i>member</i>
c) NAME <i>David Fuel</i>	TITLE <i>member</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 			
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 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☒ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	☐ Yes ☒ No
--	--

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

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

member

 Title

1-30-2020
 Date

David Freud Contracting LLC
 Company Name

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

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

Name of Third Party Entity: David Frueh Contracting LLC

Address: PO Box 183; Glenmont, NY 12077-0183

Phone Number(s): 518 - 767 - 0090

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):

Ash Lagoon Cleaning at North Plant

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

North Plant


Signature

DAVID FRUEH
Printed Name

member
Title

1-30-2020
Date

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
 County of:)

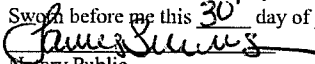
CERTIFICATION:

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 David French Contracting LLC Signature of Owner 
 Address PO Box 183 Printed Name of Signatory David French
 City, State, Zip Glenmont, NY 12077 Title member

Signed before me this 30th day of January, 2020.

 Notary Public

JAMES S. MILLS
 Notary Public, State of New York
 Qualified in Albany County
 Reg. No. 01MI6227546
 My Commission Expires Aug. 30, 2022

 Printed Name

 Signature

 Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 5, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: Inter-Municipal Agreement – Long Term Control Plan
Albany Pool Communities**

Dear Mr. Joyce,

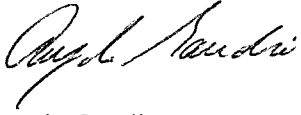
The Water Purification District (District) is requesting legislative approval to renew the District Inter-Municipal Agreement (IMA) for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan (LTCP). The District IMA is required by the executed order on consent with NYSDEC dated January 15, 2014. The District IMA along with the community IMA's will facilitate the cooperative control of CSO discharges from the communities' inter-municipal combined sewer systems and the implementation of the approved LTCP. The "Albany Pool" Communities include the cities of Albany, Cohoes, Watervliet and the Village of Green Island who are also members of the Sewer District and the cities of Troy and Rensselaer. The Rensselaer County Sewer District is also required to execute a "District IMA".

The Capital District Regional Planning Commission ("CDRPC") has represented the Albany Pool CSO / LCP project as managers and legal consultants have drafted the District IMA that was presented and approved by NYSDEC. The Albany County Department of Law has also reviewed the original IMA and approved the form and content of the District IMA.

The IMA renewal will be for a five (5) year term that is set to run from April 15, 2020 to April 14, 2025. A copy of the existing District IMA is enclosed with this submission.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc. 2015 IMA

**Combined Sewer Overflows
Long Term Control Plan
Inter-Municipal Agreement
Albany Pool Communities & Albany County Sewer District**

This Inter-Municipal Agreement (“Agreement”) is dated April 14, 2015 and entered into by and among the CITY OF ALBANY, by the ALBANY WATER BOARD (“Albany”), the CITY OF COHOES (“Cohoes”), the VILLAGE OF GREEN ISLAND (“Green Island”), the CITY OF TROY (“Troy”), the CITY OF RENSSELAER (“Rensselaer”), the CITY OF WATERVLIET (“Watervliet”) (collectively, the “Albany Pool Communities”) and the ALBANY COUNTY SEWER DISTRICT.

RECITALS

Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements.

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan (“LTCP”) for submission to, and approval by, the New York State Department of Environmental Conservation (“NYSDEC”).

The Albany Pool Communities, the Albany County Sewer District (“District”), the Rensselaer County Sewer District, and NYSDEC entered an administrative Order on Consent dated January 15, 2014 (“Consent Order”), and NYSDEC approved the Albany Pool Communities’ LTCP simultaneously with its execution of the Consent Order. A copy of the Consent Order is attached as Appendix A.

The Albany Pool Communities have entered a separate Inter-Municipal Agreement dated February 25, 2015, providing for their cooperation in implementing the LTCP.

The Albany Pool Communities and the District wish to enter this Agreement pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties’ respective responsibilities with regard to the implementation of the LTCP.

NOW, THEREFORE, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree as follows.

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

(A) “Albany” means the City of Albany, which is represented in this Agreement, and as to all matters to be performed pursuant to this Agreement, by the Albany Water Board.

(B) “Albany Pool Communities” means Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet.

(C) “APC IMA” means the Inter-Municipal Agreement entered into among the Albany Pool Communities, dated February 25, 2015, pertaining to the implementation of the LTCP.

(D) “Cohoes” means the City of Cohoes, New York.

(E) “CSO” means combined sewer overflow.

(F) “District” means the Albany County Sewer District.

(G) “Green Island” means the Village of Green Island, New York.

(H) “Governmental Body” means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency, or instrumentality of any federal, state, local or municipal government or domestic court.

(I) “IMA Board” means the Board of Directors of the Albany Pool Communities established under the APC IMA.

(J) “Local Development Corporation,” or “LDC” means the Local Development Corporation that the Albany Pool Communities agree to incorporate and organize under the APC IMA.

(K) “Long Term Control Plan” or “LTCP” means the Albany Pool CSO Long Term Control Plan dated June 30, 2011 together with the Albany Pool CSO Long Term Control Plan Supplemental Documentation, dated October 2013, as both were approved by the NYSDEC on January 15, 2014 by letter from Koon Tang of the NYSDEC to the Albany Pool Communities, as well as any amendments or revisions to those documents that may be made from time to time and approved in writing by the NYSDEC.

(L) “NYSDEC” means the New York State Department of Environmental Conservation.

(M) “Consent Order” means the administrative Order on Consent between the Albany Pool Communities, the Albany and Rensselaer County Sewer Districts, and NYSDEC, dated January 15, 2014, including all appendices thereto, and any revisions, amendments, or other modifications thereto, as may be approved in writing by the Parties and NYSDEC from time to time. A copy of the Consent Order is attached as Appendix A.

(N) “Party” means a party to this Agreement; unless otherwise specified, the Albany Pool Communities shall act in unison as a single Party under this Agreement, and the District shall act as a single Party.

(O) “Planning Commission” or “CDRPC” means the Capital District Regional Planning Commission, having an office at One Park Place, Suite 102, Albany, New York 12205.

(P) “Rensselaer” means the City of Rensselaer, New York.

(Q) “State” means the State of New York.

(R) “Troy” means the City of Troy, New York.

(S) “Watervliet” means the City of Watervliet, New York.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. References herein to any “Article” shall be an Article of this Agreement unless otherwise specified.

(B) Words importing the singular number mean and include the plural number and vice versa.

(C) Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) The table of contents and any headings preceding the text of the Articles of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES. Albany hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Albany is represented as to all matters in this Agreement by the Albany Water Board, which is a water board validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations and the obligations of Albany under this Agreement.

(B) Albany has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Albany Water Board and constitutes the legal, valid, and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency,

moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Albany or any other Governmental Body in order for this Agreement to be carried out.

(E) Albany has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Albany's best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.2. COHOES REPRESENTATIONS AND WARRANTIES. Cohoes hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Cohoes is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Cohoes has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Cohoes and constitutes the legal, valid and binding obligation of Cohoes, enforceable against Cohoes in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Cohoes of this Agreement nor the performance by Cohoes of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Cohoes, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Cohoes is a party or by which Cohoes or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or

filing with any Governmental Body is required for the valid execution and delivery by Cohoes of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Cohoes or any other Governmental Body in order for this Agreement to be carried out.

(E) Cohoes has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Cohoes of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Cohoes' best knowledge, threatened against Cohoes wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Cohoes in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Cohoes of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.3. GREEN ISLAND REPRESENTATIONS AND WARRANTIES. Green Island hereby represents and warrants to each of the other Albany Pool Communities that:

(A) Green Island is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Green Island has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Green Island and constitutes the legal, valid and binding obligation of Green Island, enforceable against Green Island in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Green Island of this Agreement nor the performance by Green Island of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Green Island, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Green Island is a party or by which Green Island or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Green Island of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Green Island or any other Governmental Body in order for this Agreement to be carried out.

(E) Green Island has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Green Island of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any

court or Governmental Body, pending, or, to Green Island's best knowledge, threatened against Green Island wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Green Island in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Green Island of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.4. RENSSELAER REPRESENTATIONS AND WARRANTIES.

Rensselaer hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Rensselaer or any other Governmental Body in order for this Agreement to be carried out.

(E) Rensselaer has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.5. TROY REPRESENTATIONS AND WARRANTIES. Troy hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Troy is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Troy has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Troy and constitutes the legal, valid and binding obligation of Troy, enforceable against Troy in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Troy of this Agreement nor the performance by Troy of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Troy, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Troy is a party or by which Troy or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Troy of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Troy or any other Governmental Body in order for this Agreement to be carried out.

(D) Troy has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Troy of this Agreement and the transactions contemplated hereby.

(E) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Troy's best knowledge, threatened against Troy wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Troy in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Troy of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.6. WATERVLIET REPRESENTATIONS AND WARRANTIES.

Watervliet hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Watervliet is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Watervliet has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Watervliet and constitutes the legal, valid and binding obligation of Watervliet, enforceable against Watervliet in accordance with its

terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Watervliet of this Agreement nor the performance by Watervliet of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Watervliet, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Watervliet is a party or by which Watervliet or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Watervliet of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Watervliet or any other Governmental Body in order for this Agreement to be carried out.

(E) Watervliet has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Watervliet of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Watervliet's best knowledge, threatened against Watervliet wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Watervliet in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Watervliet of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.7. DISTRICT REPRESENTATIONS AND WARRANTIES.

The District hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) The District is a sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) The District has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by the District of this Agreement nor the performance by the District of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the District, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the District is a party or by which the District or any of its properties or

assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by the District of this Agreement, except such as have been duly obtained or made. No approval must be obtained or granted by the District or any other Governmental Body, and no ordinance must be enacted by or on behalf of the District or any other Governmental Body, in order for this Agreement to be carried out. Attached as Appendix B is a list of the agreements, ordinances, and other enforceable legal instruments that allow the District to control discharges to the District's facilities (either directly or through jurisdictions contributing flows to the District's facilities), including CSOs, flows, and loads.

(E) The District has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the District of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to the District's best knowledge, threatened against the District wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the District in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by the District of its obligations hereunder or under any such other agreement or instrument.

ARTICLE 3 ORGANIZATION

SECTION 3.1. THE ALBANY POOL COMMUNITIES. With respect to all obligations, actions, and communications under this Agreement, the Albany Pool Communities intend to act as a single coordinated Party. The Albany Pool Communities hereby appoint the Planning Commission as their representative for all communications and actions to be made under this Agreement, and as a single point of contact for the District in its communications and notices to the communities under this Agreement. Nothing in this Agreement shall be construed to alter the obligations or organization of the Albany Pool Communities under the APC IMA, and any action to be taken by the Albany Pool Communities under this Agreement shall be subject to the prior approval, if any, required under the APC IMA. Unless otherwise specified in this Agreement, the Albany Pool Communities shall be referred to as a single party.

SECTION 3.2. LOCAL DEVELOPMENT CORPORATION. The Albany Pool Communities have separately agreed, under the APC IMA, to form, organize, and govern a Local Development Corporation pursuant to N.Y. Not-for-Profit Corporation Law § 1411. The Local Development Corporation will be formed, organized, and operated to qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Subject to the approval of the members and the Board of Directors of the Corporation, the District agrees to appoint its Chief Executive Officer to serve on the Local Development Corporation's Board of Directors as an Advisory Director. If the District's Chief Executive Officer is appointed as an Advisory Director to the

Corporation's Board of Directors, he or she may designate another person to act on his or her behalf on the Board of the Corporation, for any time period that the CEO shall specify.

SECTION 3.3. WITHDRAWAL. A Party may withdraw from this Agreement only on the following terms. For purposes of this section, the term "Party" includes the District or any of the individual Albany Pool Communities.

(A) A Party that wishes to withdraw from this Agreement shall give written notice to the other Parties of its intent to withdraw from the Agreement at least 120 days prior to its proposed withdrawal date.

(B) The withdrawing Party shall remain responsible to pay for the costs of any LTCP project required to be implemented under this Agreement, if the withdrawing party would be responsible for any such costs under this Agreement.

(C) The withdrawing Party shall cooperate with the remaining Parties to minimize potential disruption caused by the Party's withdrawal to the implementation of the LTCP and of the Parties' obligations under the Consent Order. The withdrawing Party's cooperation includes executing assignments of agreements and continuing to provide access to property owned or controlled by the Party, pursuant to Section 4.3 below.

(D) The remaining Parties shall direct CDRPC or the Local Development Corporation to notify the NYSDEC of the withdrawing Party's withdrawal from this Agreement.

(E) A Party's withdrawal from this Agreement has no bearing on the continued requirements and obligations of each Party under the Consent Order. Subject to determination by NYSDEC, a Party's withdrawal from this Agreement may constitute a violation of the Consent Order, trigger civil penalties under the Consent Order, and affect the liabilities of other Parties under the Consent Order.

ARTICLE 4 PURPOSE, SCOPE, AND ACCESS

SECTION 4.1. PURPOSE. The purpose of this Agreement is to allow the Albany Pool Communities and the District to implement the Long Term Control Plan, in compliance with the requirements applicable to the LTCP and to the Parties' stormwater and wastewater management facilities, to carry out the requirements of the Consent Order, and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP and with regard to the control of CSO discharges from the combined sewer system addressed by the Consent Order.

SECTION 4.2. COOPERATION. The Parties shall cooperate with respect to all matters necessary and appropriate to implement the LTCP and to carry out the requirements of the Consent Order.

SECTION 4.3. ACCESS. To the extent necessary and appropriate to implement the LTCP, each of the Albany Pool Communities and the District hereby grants rights of access, use, and

occupancy of property owned or controlled by such Party, to each of the other Parties, the Capital District Regional Planning Commission, the Local Development Corporation, and any person or entity assisting or acting on behalf of the above entities in implementing the LTCP, including consultants, contractors, attorneys, agents, officers, and employees of the above entities. This grant of access shall continue for as long as necessary to implement the LTCP, and shall survive the expiration or earlier termination of this Agreement.

SECTION 4.4. TERM. The term of this Agreement shall commence as of April 14, 2015 and continue for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. Unless the issuance of debt is required or permitted to implement this Agreement and such debt qualifies for a longer period of probable usefulness under Local Finance Law § 11(a)(4), the initial term of this Agreement shall continue through April 14, 2020. This Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties. The term of this Agreement does not affect the term of the Consent Order.

ARTICLE 5 LTCP IMPLEMENTATION

SECTION 5.1. RESPONSIBILITY FOR LTCP PROJECT IMPLEMENTATION. The District shall be responsible for the implementation of each LTCP Project for which the District is designated as a Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Albany Pool Communities shall be responsible for the implementation of each LTCP Project for which the communities are designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Parties shall also be responsible for the implementation of portions of each LTCP Project as designated in the Responsibility Matrix appended to this Agreement as Appendix C, which is an enforceable part of this Agreement.

SECTION 5.2. CHANGES IN RESPONSIBILITY. Any change in the designations of the Albany Pool Communities' responsibility for portions of each LTCP Project set forth in Appendix C shall be governed by the terms of the APC IMA. Any change in the District's responsibilities as designated in Appendix C must be approved by written agreement duly authorized and executed by the District and all of the Albany Pool Communities. If the Responsibility Matrix is revised, the revised Matrix shall be appended to this Agreement as Appendix C, replacing the prior version of the appendix. Any changes to the Parties' responsibilities must be in compliance with the Consent Order, and in particular Section III(A)(1) of the Consent Order, before the change may be adopted as a term of this Agreement.

SECTION 5.3. COMPLIANCE WITH THE CONSENT ORDER. Each Party acknowledges that in addition to the requirements of this Agreement, it is separately responsible under the Consent Order for implementation of the components of LTCP projects assigned to that Party by the LTCP and the Compliance Schedule appended to the Consent Order, which are enforceable parts of the Consent Order. Any penalties that NYSDEC imposes upon a Party for a violation of the Consent Order will be paid by the Party or Parties on which the penalties were levied;

penalties imposed on more than one Party shall be paid to NYSDEC *pro rata* by the penalized Parties. Nothing in this Agreement releases the Parties from liability under the Consent Order. In the event of a dispute between any Party or Parties and NYSDEC with respect to any matter addressed by the Consent Order, the terms of the Consent Order shall govern that dispute.

SECTION 5.4. FUTURE AGREEMENTS.

(A) The Parties may agree from time to time to cooperate in the implementation of all or any portion of a project specified in the LTCP. Any future cooperation agreement between the District and the Albany Pool Communities may be executed by the District, and by the Planning Commission on behalf of the Albany Pool Communities, as a Rider to this Agreement. Nothing in this Agreement shall waive or alter any requirement under the APC IMA for an approval by the IMA Board or other condition precedent with respect to any future agreement between the District and the Albany Pool Communities under this Agreement.

(B) The approval of both Parties is required for any issuance of debt by one or both of the Parties for the purpose of financing the implementation of an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

(C) The approval of both Parties is required for any single expenditure, or any set of inter-related expenditures, totaling \$20,000 or more in funds to be paid by the Parties to any third party in connection with an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

SECTION 5.5. AMENDMENTS TO THE LTCP. The approval of both Parties is required for any amendments or revisions to the LTCP that affect the Parties' obligations under this Agreement or any Rider to this Agreement. Notwithstanding this section, nothing in this Agreement shall be construed to require the District's approval of any change to the LTCP that does not relate to LTCP projects for which the District is responsible.

SECTION 5.6. AGREEMENT TO PAY. The District agrees to pay for the implementation of each LTCP Project for which it is or may in the future be designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B, and for the implementation of portions of each LTCP Project as assigned to the District in the Responsibility Matrix appended to this Agreement as Appendix C. If the District becomes responsible—through agreement with the Albany Pool Communities or amendment of the Consent Order—to pay for all or any portion of an LTCP Project for which the Albany Pool Communities are currently designated as the Responsible Party in the Compliance Schedule appended to the Consent Order, the District shall pay its percentage share of the LTCP Project Costs for that project, as that share shall be agreed by the Parties.

ARTICLE 6 MISCELLANEOUS

SECTION 6.1. AMENDMENTS. Except for the execution of Riders to this Agreement under Section 5.4 above, this Agreement may not be changed, modified, amended or waived except by

written agreement duly authorized and executed by the District and all of the Albany Pool Communities.

SECTION 6.2. ASSIGNMENT. Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the District and all of the Albany Pool Communities.

SECTION 6.3. NOTICES. Unless a party instructs otherwise in writing, all notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile or email, delivered in person, sent by regular first class mail, postage prepaid or by a nationally recognized overnight delivery service, addressed as follows:

If to the District:

Albany County Sewer District
P.O. Box 4187
Albany, NY 12204

If to the Planning Commission or the APCs collectively:

Executive Director
Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, New York 12205

If to Albany:

Chair, Albany Water Board
10 North Enterprise Dr.
Albany, NY 12204

If to Cohoes:

Mayor, City of Cohoes
Cohoes City Hall, 97 Mohawk Street
Cohoes, New York 12047

If to Green Island:

Mayor, Village of Green Island
20 Clinton Street
Green Island, New York 12183

If to Rensselaer:

Mayor, City of Rensselaer

Rensselaer City Hall
505 Broadway
Rensselaer, New York 12144

If to Troy:

Mayor, City of Troy
433 River Street
5th Floor
Troy, NY 12180

and

Superintendent of Public Utilities
25 Water Plant Road
Troy, NY 12182

If to Watervliet:

Mayor, City of Watervliet
2 Fifteenth Street
Watervliet, New York 12189

SECTION 6.4. ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement between the Parties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement. Notwithstanding the previous sentence, this agreement does not supersede or alter the Consent Order, the Municipal Cooperation Agreements for Phase I, Part A, dated September 1, 2005, and for Phase I, Part B, dated February 8, 2007 and amended June 28, 2013, the APC IMA, or any duly executed written amendments or other agreements thereunder.

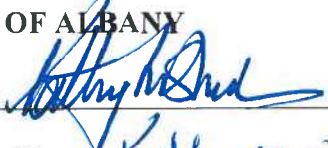
SECTION 6.5. SEVERABILITY. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

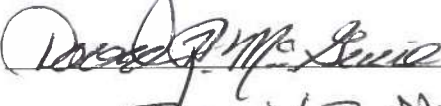
SECTION 6.6. GOVERNING LAW. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York.

SECTION 6.7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart

thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY
By: 
Printed Name: Kathy M. Shreehan
Title: Mayor

ALBANY WATER BOARD
By: 
Printed Name: David R. McGuire
Title: _____

CITY OF COHOES
By: _____
Printed Name: _____
Title: _____

VILLAGE OF GREEN ISLAND
By: _____
Printed Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By:  _____

Printed Name: George E Primeau Sr

Title: Mayor

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: Ellen M. McNulty-Ryan

Printed Name: Ellen M. McNulty-Ryan

Title: Mayor

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: Louis A. Rosamilia

Printed Name: Louis A. Rosamilia

Title: Mayor

CITY OF TROY

By: _____

Printed Name: _____

Title: _____

CITY OF RENSSELAERBy: _____ Printed Name: Hon. Daniel DwyerTitle: Mayor**CITY OF WATERVLIET**

By: _____

Printed Name: _____

Title: _____

ALBANY COUNTY SEWER DISTRICT

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: _____

Printed Name: _____

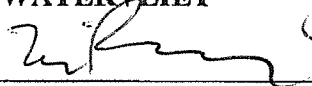
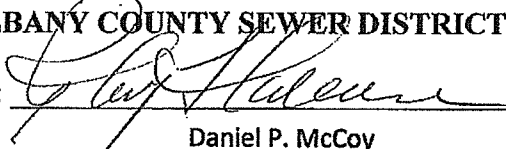
Title: _____

CITY OF RENSSELAER

By: _____

Printed Name: _____

Title: _____

CITY OF WATERYLIETBy: Printed Name: Michael P. ManningTitle: Mayor**ALBANY COUNTY SEWER DISTRICT**By: 

Printed Name: Daniel P. McCoy
 Philip F. Calderone, Esq.
 Albany County Executive
 Title: Deputy County Executive

2/17/15

Appendix A

[Copy of Consent Order with NYSDEC]

**STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

-----X
In the Matter of the Violations of Articles 17 of the Environmental
Conservation Law and Part 750 *et seq.*, of Title 6 of the Official
Compilation of Codes, Rules and Regulations of the State of
New York (6 NYCRR);

**ORDER ON
CONSENT**
(Albany Pool
CSO LTCP)

-by-

City of Albany; SPDES Permit No. NY-002 5747
Albany Water Board
35 Erie Boulevard, Albany, NY 12204

City of Cohoes; SPDES Permit No. NY-003 1046
City Hall, 97 Mohawk Street, Cohoes, NY 12047

DEC Case #
CO 4-20120911-01

City of Rensselaer; SPDES Permit No. NY-002 6026
62 Washington Street, Rensselaer, NY 12144

DM# 447767

City of Troy; SPDES Permit No. NY-009 9309
Department of Public Utilities
25 Water Plant Road, Troy, NY 12180

City of Watervliet; SPDES Permit No. NY-003 0899
2 Fifteenth Street, Watervliet, NY 12189

Village of Green Island; SPDES Permit No. NY-003 3031
20 Clinton Street, Green Island, NY 12183

Albany County Sewer Districts (North and South)
SPDES Permit Nos. NY-002 6875 (Menands) and
NY-002 6867 (Albany)
P.O. Box 4187, Albany, NY 12204

Rensselaer County Sewer District; SPDES Permit No. NY-008 7971
Water Street, Troy, NY 12180,

Respondents.

-----X
WHEREAS:

Jurisdiction

1. The Department of Environmental Conservation (the “Department” or “DEC”) is a Department of the State of New York with jurisdiction to enforce the environmental laws of the State, pursuant to the Environmental Conservation Law (“ECL”), Title 6 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (“NYCRR”), and Orders issued thereunder.

2. The Department has jurisdiction over the abatement and prevention of pollution to the waters of the State pursuant to Article 17 of the ECL and 6 NYCRR Part 750, *et seq.* This jurisdiction also authorizes DEC, as a State agency with an approved program per §§ 318, 402 and 405 of the federal Clean Water Act (“CWA”), 33 U.S.C. §1251, *et seq.*, to regulate the discharge of pollutants from point sources into the waters of the State in conformity with the CWA.

Law, Regulation and Guidance Applicable to CSO Long Term Control Plans

3. Pursuant to its authority to protect the waters of the State, the Department administers the State Pollutant Discharge Elimination System (“SPDES”) permit program, ECL §17-0801, *et seq.* In general, the SPDES program prohibits any discharge of pollutants to the waters of the State without a permit establishing pollutant limitations and treatment requirements. Thus, SPDES permits set certain effluent limitation parameters (“parameters”), determined according to ECL §17-0809 and 6 NYCRR §750-1.11, in order to avoid contravention of mandated water pollution control requirements and water quality standards (“WQS”). Those conditions address not only the allowable range of parameters for discharge of pollutants to the waters of the State, but also the manner in which the permittee is to operate, maintain, monitor, and report on its regulated facilities and activities.

4. Combined sewer overflows (“CSOs”) are wet weather discharges from a Combined Sewer System (“CSS”) of untreated domestic sewage, and industrial wastewaters, combined with stormwater and/or snow melt, at a point prior to reaching the Waste Water Treatment Plant (“WWTP”). CSOs are point sources subject to SPDES permit requirements including both technology-based and water quality-based requirements of the CWA, ECL Article 17, and 6 NYCRR Parts 703 and 750. CSO discharges may cause or contribute to violations of State WQS.

5. On April 19, 1994, EPA officially noticed the *Combined Sewer Overflow (CSO) Control Policy*, 59 Fed. Reg. 18688 (“*CSO Control Policy*”), to establish a consistent national approach for controlling discharges from all CSOs to the waters of the United States. The *CSO Control Policy* provides guidance to national and state permittees and permitting authorities on the implementation of the CWA with regard to CSOs, including its “nine minimum controls” and the development and implementation of Long Term Control Plans (“LTCPs”), which include measures to comply with the CWA including attainment of WQS.

6. To help permittees and SPDES permitting and water quality authorities implement the provisions of the *CSO Control Policy*, EPA issued several guidance documents including, without limitation, *Combined Sewer Overflows—Guidance for Long-Term Control Plan* (EPA, 1995a); *Combined Sewer Overflows—Guidance for Screening and Ranking* (EPA, 1995c), *Combined Sewer Overflows—Guidance for Monitoring and Modeling* (EPA, 1995d), *Combined Sewer Overflows—Guidance for Financial Capability Assessment* (EPA, 1995e), *Combined Sewer Overflows—Guidance for Permit Writers* (EPA 1995g), *Combined Sewer Overflows—Guidance for monitoring and Modeling* (USEPA 832-B-99-002 (January 1999)) and the more recent *CSO Post Construction Compliance Monitoring Guidance* (USEPA 833-K-11-001 (May 2012)).

7. On December 15, 2000, amendments to §402 the CWA (known as the Wet Weather Water Quality Act of 2000) were enacted. These amendments require that all permits or orders for CSO discharges, issued pursuant to the CWA after December 15, 2000, conform to the *CSO Control Policy*. Pursuant to 33 U.S.C. §1342(q)(1) [CWA §402(q)(1)], “[e]ach permit, order, or decree issued pursuant to this chapter after December 21, 2000, for a discharge from a municipal combined storm and sanitary sewer shall conform to the *Combined Sewer Overflow Control Policy* signed by the Administrator on April 11, 1994 (in this subsection referred to as the ‘CSO control policy’).”

8. ECL § 17-0815(7) authorizes the Department to include in SPDES permits any provisions necessary to meet the requirements of the federal CWA. This includes the CSO requirements contained at § 402(q)(1) of the federal CWA. Section 402(q)(1) of the CWA and ECL § 17-0807(4) provide that SPDES permits or orders for CSOs require an LTCP to address CSOs.

The Albany Pool SPDES Permits and Draft LTCP

9. Six municipalities in the greater Albany area of New York State refer to themselves as the Albany Pool Communities and consist of the Cities of Albany, Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island. The Albany Pool Communities are referred collectively herein as the “Albany Pool” or “Communities” or “Albany Pool Respondents.”

10. The Communities, taken together, own, operate, and are responsible for over 90 CSO outfalls to the Hudson River and for collection and conveyance sewage infrastructure associated with CSO outfalls.

11. Each of the six Albany Pool Respondents has a SPDES permit with CSO outfalls and other CSS appurtenances specified in it. Each of these SPDES permits was issued by DEC, has been administratively renewed and modified by DEC, and is identified by its permit number in the caption of this Order on Consent and in Paragraph 12, below. Each SPDES permit authorizes the discharge of CSOs through the listed CSO outfalls to the Hudson River and its tributaries, but only from a “properly operating CSS.” Further, each SPDES permit includes conditions requiring the planning and implementation of strategies designed to control CSOs, including the development and implementation of an LTCP.

12. The number of CSOs listed in the SPDES permits of the Albany Pool Communities are as follows: eleven (11) CSOs in the City of Albany SPDES Permit No. NY-002 5747; seventeen (17) CSOs in the City of Cohoes SPDES Permit No. NY-003 1046; eight (8) CSOs in the City of Rensselaer SPDES Permit No. NY-002 6026; forty-eight (48) CSOs in the City of Troy SPDES Permit No. NY-009 9309; five (5) CSOs in the City of Watervliet SPDES Permit No. NY-002 0899; and three (3) CSOs in the Village of Green Island SPDES Permit No. NY-003 3031. The number of CSO outfalls, as currently listed in the respective SPDES permits, may be updated through the revision of the LTCP and permit modification process.

13. The LTCP provision in the SPDES permit of each of the Communities requires, without limitation, the development of an LTCP according to the above-referenced *CSO Control Policy* and relevant guidance, as follows:

“The development of a Long Term Control Plan (LTCP) for the abatement of combined sewer overflow (CSO) discharges shall be in accordance with the Phase I Long Term CSO Control Plan requirements specified in the United States Environmental Protection Agency’s (USEPA) CSO Policy (Federal Register Vol. 59, No.75, 4/19/1994). This abatement plan shall contain the LTCP elements specified in Section II. C of the National CSO Policy, and further detailed in the USEPA Guidance Document, Combined Sewer Overflows, Guidance for Long-Term Control Plan, dated September 1995 (EPA 832-B-95-002) and as further summarized below.”

14. The Albany Pool Respondents submitted a draft LTCP to the Department on June 30, 2011.

15. The Albany Pool Respondents met with the Department on numerous occasions during the development of the draft LTCP required by their SPDES permits; conducted detailed presentations to the Department of plans, modeling results and related information; and received written approvals by the Department of certain project elements required by the SPDES permits.

16. The Department disapproved the draft LTCP by letter dated December 5, 2012 based primarily on the absence of various elements required by the *CSO Control Policy* and its implementing guidance documents. The letter is attached hereto as **Appendix A** and is incorporated into and made a part hereof.

Albany Pool Violations

17. The Department determined the Albany Pool Respondents are each, respectively, in violation of § 402(q)(1) of the CWA, ECL § 17-0807(4), and the LTCP provision in their respective SPDES permits based on the failure to submit an LTCP that conformed to the *CSO Control Policy* and was “approvable” by the Department under 6 NYCRR § 750-1.2(a)(8). In so doing, the Albany Pool Respondents did not and have yet to meet the deadline in their SPDES

permits, as amended, for the submission of a draft LTCP that conforms to the *CSO Control Policy* and is “approvable.” As is more fully set forth in the Department’s December disapproval letter in Appendix A, the Department determined the draft LTCP was missing material elements of an LTCP, including the evaluation of a slate of CSO control alternatives, as distinct from non-CSO controls, along with the data and rationale supporting the recommendation of one CSO control alternative over the other alternatives.

18. The violation of a SPDES permit condition issued under ECL Article 17 constitutes a violation of ECL §§17-0701, 17-0803, 17-0807, 17-0815 and 6 NYCRR §750-1.4.

19. The Department determined the CSO discharges from the Albany Pool Respondents’ CSOs have caused or contributed to the violation of WQS for floatable solids in the Hudson River in violation of ECL § 17-0501. ECL § 17-0501 makes it unlawful for any person to discharge pollutants to the waters of the State that cause or contribute to a violation of WQS. The Department determined the Albany Pool Respondents are in violation of ECL § 17-0501 for having caused or contributed to WQS violations.

20. Pursuant to ECL § 71-1929, a person who violates any of the provisions of, or who fails to perform any duty imposed by, ECL Article 17 or the rules or regulations of the Department promulgated pursuant thereto, or the terms of any permit or order issued there under, shall, *inter alia*, be liable for a penalty not to exceed thirty-seven thousand, five-hundred dollars (\$37,500) per day for each violation, and may also be enjoined from conducting such activity.

Albany Pool’s Consent to Administrative Order

21. In order to address the violations noted above, the Albany Pool Respondents agree to enter into this Order on Consent, including the compliance schedule in **Appendix B** hereto, which together contain milestones and schedules governing their revision and implementation of the Albany Pool LTCP for CSO discharges.

22. Compliance with this Order on Consent requires the Albany Pool Respondents to, without limitation: (a) pay a civil penalty; (b) submit, prior to the effective date of this Order, a revised LTCP that is consistent with the *CSO Control Policy*, is fully responsive to DEC’s December 5, 2012 comments as set forth in Appendix A hereto, and warrants final approval under the CWA; and (c) implement, construct, operate, maintain and monitor the facilities and projects that are called for in the LTCP, once approved, and this Order on Consent, including the attached Compliance Schedule (Appendix B hereto), in compliance with the terms thereof and the respective SPDES permits of the Respondents.

23. In settlement of the above-stated violations, each of the Albany Pool Respondents, having been duly advised, waives the right to a hearing concerning the violations set forth herein and the entry of this Order on Consent and, instead, consents to the making and execution of this Order on Consent and, upon full execution, agrees to be bound by the terms, provisions and conditions contained herein.

The Waste Water Treatment Plant (“WWTP”) Respondents,
Their SPDES Permits, and the Draft LTCP

24. Respondent, Rensselaer County Sewer District (“RCSD”), is a “person” as defined in ECL § 17-0105.1 and in 6 NYCRR Subpart 750-1.2(64), and has offices located at the foot of Water Street, Troy, NY 12180.

25. Respondent RCSD owns and/or has responsibility for the Rensselaer County Sewer District No. 1 Waste Water Treatment Plant (“WWTP”), a POTW located on Water Street in Troy.

26. Respondent RCSD accepts combined sanitary wastewater and stormwater from two of the Albany Pool communities: The Cities of Rensselaer and Troy.

27. Respondent RCSD is responsible for the operation and maintenance of the WWTP, including its appurtenant disposal facilities located in the Cities of Rensselaer and Troy such as, without limitation, its interceptor line, pump stations, regulators, diversion dams and tide gates.

28. Respondent RCSD’s SPDES permit is identified in the Department’s records as SPDES Permit No. NY-0087971; DEC No. 4-3832-00011/00001.

29. Respondent RCSD is authorized to discharge treated sewage from the WWTP to the Hudson River from a single outfall by and in accordance with the terms of its SPDES permit.

30. The Director of RCSD is the responsible official designated by the SPDES permit for submitting required reports to the Department.

31. Respondent, Albany County Sewer District (“ACSD”), is a “person” as defined in ECL § 17-0105.1 and in 6 NYCRR Subpart 750-1.2(64), and has offices located at 1 Canal Road South, Menands, NY 12204 and at Church Street, Port of Albany, Albany, NY 12202.

32. Respondent ACSD owns and/or has responsibility for two Waste Water Treatment Plants (“WWTPs”), designated as the North Plant and South Plant, and located at the Menands and Albany addresses, respectively, set forth in Paragraph 31.

33. Respondent ACSD accepts combined sanitary wastewater and stormwater from four of the Albany Pool communities: The Cities of Albany, Cohoes, and Watervliet, and the Village of Green Island.

34. Respondent ACSD is responsible for the operation and maintenance of the North and South WWTPs, including the disposal facilities appurtenant to the North WWTP and located in the Cities of Albany, Cohoes, and Watervliet, and in the Village of Green Island, and further including the disposal facilities appurtenant to the South WWTP and located in the City of Albany.

35. Respondent ACSD's SPDES permits are identified in the Department's records as SPDES Permit No. NY-0026875, DEC No. 4-0126-00138/00001 for the North WWTP; and SPDES Permit No. NY-0026867, DEC No. 4-0101-0020-00001 for the South WWTP.

36. Respondent ACSD is authorized to discharge treated sewage from the North and South WWTPs to the Hudson River from a single outfall at each WWTP by and in accordance with the terms of the above-referenced two SPDES permits.

37. The Director of ACSD is the responsible official designated by the SPDES permit for submitting required reports to the Department.

38. ACSD and RCSD are not part of the Albany Pool and do not own or operate the CSOs. Instead, the ACSD and RCSD Respondents are responsible to properly intercept and divert most of the sewage, including combined sewage, generated within the Albany Pool Communities to the three WWTPs for treatment in accordance with applicable law and their respective SPDES permits of the ACSD and RCSD Respondents. The two county sewer districts, ACSD and RCSD, are referred to collectively herein as the "WWTP Respondents."

39. The SPDES permits of each of the respective WWTP Respondents, as captioned above in this Order on Consent, require them to "*participate in the development of the [Albany Pool] LTCP as delineated in this permit.*" The WWTP Respondents are, at a minimum, required to provide information requested by the Albany Pool and "*participate in the evaluation of all alternatives assessed by the Albany Pool, whether related to the District owned systems or not.*"

40. The Albany Pool Respondents and the WWTP Respondents worked together to produce the June 30, 2011 LTCP.

41. This Consent Order includes the WWTP Respondents with respect to the revision of the LTCP, as specified herein, and the construction of any projects expressly required of them under the LTCP, once approved, and such other functions as are expressly required of them there under.

WWTP Respondents' Consent to Administrative Order

42. The WWTP Respondents agree to enter into this Order on Consent, including the compliance schedule in Appendix B hereto, which together contain milestones and schedules governing the revision and implementation of the Albany Pool LTCP for CSO discharges.

43. Compliance with this Order on Consent and the SPDES Permits requires the WWTP Respondents to: (a) fully cooperate with the Albany Pool Respondents' work to submit, prior to the effective date of this Order, a revised LTCP that is consistent with the *CSO Control Policy*, is fully responsive to DEC's December 5, 2012 comments as set forth in Appendix A hereto, and warrants final approval under the CWA; and (b) implement or construct any projects and complete such other functions as are expressly required of them under the LTCP, once

approved, and this Order on Consent, including the attached Compliance Schedule (Appendix B) hereto.

44. The WWTP Respondents, having been duly advised, waive the right to a hearing concerning the entry of this Order on Consent and, instead, each consents to the making and execution of this Order on Consent and agrees upon its full execution to be bound by the terms, provisions and conditions contained herein.

THEREFORE, having considered this matter, and the Respondents having been duly advised, **IT IS HEREBY ORDERED:**

I. EFFECT ON PREVIOUS ORDERS

The requirements set forth in this Order on Consent are additional to, and do not affect any requirements set forth in, any Orders on Consent executed between the Department and any of the Respondents listed herein prior to the effective date of this Order on Consent.

II. CIVIL PENALTY

A. With respect to the violations set forth above, the Albany Pool Respondents are, collectively, hereby assessed a civil penalty in the amount of \$99,900 which shall be payable to the Department within thirty (30) days.

B. The Albany Pool Respondents shall pay the civil penalty amount, as identified in Subparagraph II.A in this Order on Consent, by one or more check(s) made payable to the "Department of Environmental Conservation," which shall be forwarded to the Department of Environmental Conservation, Office of General Counsel, 625 Broadway, 14th Floor, Albany, NY 12233-5500, attention: Elissa Armater. The DEC case number appearing on the first page of this Order on Consent shall be endorsed on the face of the check(s).

III. COMPLIANCE SCHEDULE

A. Each of the Respondents shall comply with the requirements and reporting deadlines set forth in this Order on Consent and, according to the designation of responsible parties in the Compliance Schedule in Appendix B, once approved, the construction project milestones contained in such Appendix. The Compliance Schedule shall set forth the deadlines and milestones with which designated Respondents must comply in implementing the LTCP. The Compliance Schedule shall consist of, and the designated Respondents shall comply with, the final compliance schedule contained in an approved LTCP which compliance schedule shall include design, construction, post-construction monitoring, and operation deadlines and milestones and shall be appended hereto and incorporated herein as the Compliance Schedule in Appendix B to this Order on Consent. The Compliance Schedule may be developed with the expectation that the Department's review of Completed Plans and Specifications would occur within sixty (60) days.

1. Respondents may revise the designations of responsible parties in the Compliance Schedule in Appendix B at their discretion and without modification of this Order on Consent on the condition that (1) the revised designation identifies one of Respondents; (2) every project listed in Appendix B shall have one or more designated responsible parties at all times during the term of this Order on Consent; (3) no revised designation shall become effective until notice of the same is provided to the Department under Article XIII (Communications) of this Order on Consent along with a certification by the Respondents to this Order on Consent that the revised designation has the consent of all Respondents to this Order on Consent and is in compliance with the applicable inter-municipal agreement(s) in effect between the parties concerning this LTCP; (4) such revised designation is accepted by the Department, which written acceptance shall not be unreasonably withheld, and a written denial, if any, will indicate the rationale therefore; (5) no such revised designation purports to change or has the effect of changing any deadline or milestone in the LTCP Compliance Schedule, once approved, or Appendix B hereto; and (6) within ten days of the Department's written acceptance of the revised designation of responsible parties, a revised LTCP Compliance Schedule and Appendix B to this Order on Consent shall be prepared to conform to the revised designation of responsible parties and submitted to the Department under Article XIII of this Order on Consent. A revised designation of responsible parties that does not satisfy the six elements herein set forth shall be a violation of this Order on Consent.

B. The Compliance Schedule in Appendix B is attached to and hereby incorporated into and made an enforceable part of this Order on Consent with respect to all Respondents. To comply with the appropriate deadline or milestone for a report or written submission, all documents must be submitted by the milestone dates set forth in Appendix B, in final form, and, unless otherwise agreed to in writing by the Department, which agreement shall not be unreasonably withheld, under the signature and seal of a professional engineer currently licensed to practice in New York State. Any violation of the terms, deadlines or milestones contained in Appendix B shall be a violation of the terms of this Order.

C. A schedule or deadline for submission of a report or submission under this Paragraph may be extended for good cause shown by written agreement of the Department and all Respondents. In order to request an extension of a deadline for a report or submission, Respondents shall submit a written request for extension to the Department in accordance with Paragraph XI herein at least 60 days prior to the date on which the report or submission is due. A request for an extension of a deadline for a written submission shall not alter any other milestones and deadlines in the Compliance Schedule in Appendix B unless specifically addressed in the request.

D. Compliance with the terms and requirements of this Order on Consent, including the schedules, timetables and requirements set forth in Appendix B and the LTCP, once approved, is required irrespective of the availability of financial assistance from Federal, State or other sources.

IV. WRITTEN SUBMITTALS TO THE DEPARTMENT OF PLANS, REPORTS AND COMPLIANCE CERTIFICATIONS

A. In order to be deemed in compliance with the deadlines and milestones in this Order on Consent, including those in Appendix B, all submittals of written work plans, reports and other deliverables required under this Order on Consent shall be:

1. (i) materially complete, (ii) submitted by the deadline set forth, and (iii) under the signature and seal of a professional engineer currently licensed to practice in New York State unless otherwise specifically agreed to in writing, which agreement shall not be unreasonably withheld;

2. in accordance with (i) the specified project descriptions and schedules set forth herein, (ii) the CWA and its relevant and applicable regulations, (iii) the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1), (iv) the ECL and its relevant and applicable regulations in 6 NYCRR Parts 750 and 703, and (v) the Respondents' respective SPDES permits; and

3. if the deadline or milestone referenced in Subparagraph A herein above pertains to the initial submission of a deliverable, then such submission shall be "approvable" by the Department with only "minimal revision" in response to Department comments. Consistent with 6 NYCRR § 750-1.2(8), minimal revision shall mean the submittal can be suitably revised and resubmitted to the Department within 60 days of notification by the Department that the revisions are necessary. Stipulated penalties pursuant to Paragraph XII in this Order on Consent and based on the failure to submit an approvable submittal, shall not begin to accrue unless, 60 days after the date of the Department's comments on a submittal, Respondents have not submitted a revised document that warrants final approval by the Department under the terms of this Order on Consent and pursuant to the requirements of the CWA and its applicable regulations, the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1) and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703. It is expressly understood that stipulated penalties begin to accrue upon day 61 after the date of the Department's comments on a submittal if Respondents did not submit a revised submittal that warrants final approval by the Department and on or before the close of the 60th day as herein described. For the purposes of this subparagraph, the submittal date must be verifiable by (i) electronic mail that has been properly addressed and transmitted on or before the close of the 60th day as herein described, or (ii) postmarked U.S. Certified Mail, return receipt requested, on or before the 60th day.

B. The date of a Respondent's submission to the Department must be verifiable by (i) electronic mail that has been properly addressed and transmitted on or before the close of the applicable deadline or milestone, or (ii) postmarked U.S. Certified Mail, return receipt requested, on or before the deadline.

C. After review of any plan, report, or other item that is required to be submitted pursuant to this Order on Consent, the Department may in writing: i) approve the submission or ii) provide comments to be resolved, explained and/or addressed in a single revised submittal that

shall warrant final approval by the Department under the terms of this Order on Consent and pursuant to the requirements of the CWA and its applicable regulations, the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1) and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

1. If the submission is approved, it will thereby be incorporated into and made an enforceable part of this Order on Consent with respect to all Respondents unless otherwise specifically limited in writing. Respondents shall take all actions required by the operative terms of the plan, report, or other document, in accordance with the schedules and requirements therein, as approved. Any violation of the operative terms of the approved submission shall be a violation of the terms of this Order on Consent by the responsible Respondent or Respondents.

2. If the submission is the subject of a comment letter from the Department, Respondents shall respond to all comments and correct all deficiencies in the submission in accordance with the Department's comments and resubmit the plan, report, or other item for final approval, in accordance with this Paragraph. If the resubmission is approved, the approved submission shall be incorporated and made an enforceable part of this Order, and Respondents shall proceed, as set forth in the preceding subparagraph IV.C.1 herein.

3. If a re-submitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, (i) the Respondents shall be in violation of this Order on Consent, (ii) the Department may again demand that Respondents correct any deficiencies in accordance with this subparagraph, and (iii) the disapproved resubmission shall be subject to the accrual of and the Department's right to seek stipulated penalties as provided in Paragraph XIII herein.

D. Upon approval by the Department, Respondents shall implement and take all actions required by the studies, plans, engineering designs, facility construction and LTCP, as submitted pursuant to paragraphs IV.A-C above, in accordance with the schedules and terms of Appendix B and approved plans.

E. Up to 14 days following each date or milestone in Appendix B, Respondents shall submit to the Department a written Certification of Compliance or Non-compliance with the requirement.

F. In the Semi-annual Status Reports required in Paragraph VIII of this Order, Respondents shall include a copy of each written "Certification of Compliance" and "Certification of Non-compliance" regarding the every date or milestone set forth or incorporated into Appendix B during the reporting period. This includes the submission of a Certification of Compliance and Certification of Non-compliance for each Design Completion, Notice to Proceed to Construction, and Construction Completion, respectively. Such Certifications shall also be sent to the parties identified in Paragraph XII below.

G. To comply with the construction milestones in the Compliance Schedule in

Appendix B, all milestones for “Design Completion,” the “Notice to Proceed to Construction,” and the “Construction Completion,” shall be met. The following definitions shall apply to the implementation of, and compliance with, this Order:

1. “Design Completion.” Design shall be considered complete upon the Respondents’ submission of approvable plans and specifications to the Department for review.
2. “Notice to Proceed to Construction” (“NTPC”). Pursuant to the Wicks Law, all contracts consist of 4 elements: “G (general construction),” “P (plumbing),” “E (electrical),” and “H (heating, ventilation and air conditioning).” NTPC milestones shall be met when, at a minimum, the “G” element is noticed to proceed to construction. The noticing of any and/or all the other elements of a contract shall not be considered compliance with an NTPC milestone, until the “G” element is noticed.
3. “Construction Completion.” Construction shall be considered complete when the process-related equipment and facilities are constructed in accordance with the approved plans and specifications, and are placed in operation to meet the applicable SPDES permit requirements. In addition to the foregoing, and subject to any schedule enforceable under this Order on Consent, Respondents shall make best efforts to place in operation all treatment units and associated automatic controls as soon as they are operable in order to maximize CSO capture and treatment consistent with compliance with the terms and conditions of the SPDES permits as soon as possible, up until the time the Respondents comply with their respective SPDES permit requirements.

H. Respondents shall submit a completed SPDES permit application for any SPDES permit modification that may be necessary with the design submissions. Respondents shall not issue a Notice to Proceed to Construction on any CSO abatement or other project under this Order until after the necessary modification of the SPDES permit(s) for that specific project has been issued by the Department.

I. Within 30 days of the effective date of this Order on Consent, the Respondents shall designate an entity which reports to the respective Respondents and will be responsible to the Respondents for coordinating the smooth and efficient implementation of the LTCP and assisting the Respondents in meeting their obligations to comply with the terms of this Order on Consent. The Respondents may at their sole discretion designate a different entity at any time during the term of the Order on Consent. The Respondents shall likewise notify the Department of such designation within such 30-day period or within 5 business days of any subsequent change of such designation.

The designated entity shall retain a Program Coordinator who shall have, at a minimum, the following functions:

A. Coordinate the Respondents’ activities and those of its consultants in order to expedite compliance with the terms of this Order on Consent, and coordinate meeting schedules such that appropriate representatives of the Respondents are able to attend the semi-

annual status meetings set forth in Paragraph VIII herein;

B. Assist as appropriate in the procurement of additional consultants for the Respondents;

C. Attend all semi-annual status meetings;

D. Submit or file all necessary reports in a timely manner;

E. Track implementation of the LTCP with the purpose of detecting problems that might delay the Respondents' implementation of this Order on Consent, coordinate responses to such problems among the Respondents, and facilitate communication with the Department in connection with the same; and

F. Submit to the Department the written certifications of compliance required by this Order on Consent

G. The Program Coordinator shall be the Respondents' point of contact for the Department for technical matters arising under this Order on Consent.

V. DEVELOPMENT OF REVISED LTCP

A. Prior to the effective date of this Order on Consent, Respondents shall submit a revised LTCP that is fully responsive to the Department's written comments and in conformance with the terms of this Order on Consent, the Respondents' respective SPDES permits, the CWA and its applicable regulations, the *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

B. The revised LTCP shall properly evaluate CSO control alternatives, and provide for the construction and implementation of all Sewer System and WWTP improvements and other measures necessary to ensure the control of CSO discharges in compliance with the CWA and its applicable regulations, the *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

C. LTCP Schedule. The schedule included in the revised LTCP shall (i) prioritize projects in such a manner that the most significant human health and environmental needs are addressed first; (ii) set forth a deadline of no more than fifteen months following the effective date of this Order on Consent for the execution of a single inter-municipal agreement ("IMA") among the Albany Pool Respondents to this Order on Consent, and an additional IMA or IMAs between the Albany Pool Respondents and the WWTP Respondents on this Order on Consent; (iii) clearly set forth the specific tasks to be undertaken by each Respondent to this Order on Consent, indicate whether each such task is to be undertaken individually or jointly, and if jointly, specify each such Respondent that is jointly responsible for the task; and (iv) ensure the design, construction, and implementation of all control/treatment measures selected by Respondents are carried out as expeditiously as practicable, following any applicable

environmental impact assessment review pursuant to the New York State Environmental Quality Review Act (“SEQR review”), but, subject to the terms of this Order on Consent, not later than December 31, 2028.

D. Inter-municipal Agreement. There shall be a single fully-executed IMA among the Albany Pool Respondents to this Order on Consent, and an additional fully-executed IMA or IMAs between the Albany Pool Respondents and the WWTP Respondents. The IMAs shall be executed within the time frame required in Sub-paragraph V.C. The IMAs shall be enforceable as between the Respondents, meaning each IMA shall lay out the actions to restore compliance in the event of a breach of the respective IMA as well as immediate consequences that provide a deterrent effect in the event of a breach of the IMA by any one or more of the Respondent parties. The IMAs shall be submitted to the Department for review and acceptance six months in advance of the fifteen-month deadline under Sub-paragraph V.C unless a shorter time frame is specifically agreed to in writing with the Department. Each of the IMAs must be acceptable to the Department as satisfying the terms and purposes set forth in this subparagraph. Each IMA with a WWTP Respondent must further be acceptable to the Department under 6 NYCRR § 750-2.9(a)(4). The IMAs shall include all provisions necessary to allow the Albany Pool permittees to cooperatively control the CSO discharges from this inter-municipal CSS in accordance with law, including the implementation of an approved LTCP. The IMAs must address each Respondent’s responsibility as required by their respective SPDES permits and this Order on Consent, and shall specify and designate, at a minimum, the ownership, operation, maintenance, funding, cost-sharing, indemnity, access and enforcement provisions necessary to finance and carry out the terms of the IMAs, an approved LTCP, and the requirements of this Order on Consent. The submission of the draft IMAs to the Department must include a schedule for the enactment of any ordinances necessary in order for the agreement to be carried out. The schedule will become an enforceable part of this Order following Department review and acceptance. In addition to the required IMAs, if the Respondents form a charitable organization under the section 501(c)(3) of the Internal Revenue Code, the formative documents that are relevant to carrying out the terms, conditions and requirements of this subparagraph shall also be submitted to the Department six months in advance of the fifteen-month deadline under Sub-paragraph V.C unless a shorter time frame is specifically agreed to in writing with the Department. IMAs and 501(c)(3) and other documents submitted pursuant to this Paragraph D shall not be subject to the terms of Article IV of this Order on Consent.

E. Green Infrastructure. The Department encourages Respondents to utilize Green Infrastructure Projects as appropriate to reduce or replace Gray Infrastructure Projects included in the draft LTCP, provided that any Green Infrastructure Project proposed is anticipated to provide substantially the same or greater level of control as the alternative Gray Infrastructure Project. Should Respondents rely on other entities to implement Green Infrastructure Projects, Respondents must have in place agreements as appropriate, to ensure proper operation and maintenance of the Green Infrastructure Project. The revised LTCP may also include Green Infrastructure Demonstration Projects. Such demonstration projects shall not be subject to the terms and conditions of this Section V(E).

1. For any Green Infrastructure Project submitted as part of the revised

LTCP, Respondents shall include a Green Infrastructure Project Proposal outlining each proposed project. This proposal shall be consistent with this Order on Consent and shall at a minimum include the following for each project:

(a) Data on location, sizing, design, and the performance criteria expected to be achieved with the implementation of the Green Infrastructure Project, where the performance criteria shall mean the standards of performance or performance levels that each control measure is designed to achieve for reductions in discharges or pollutants;

(b) A description of how the proposed project utilizes or relies on information and models that Respondents used in developing the LTCP, and any monitoring information used in formulating the proposal;

(c) A demonstration of the long term effectiveness and performance expected to be achieved with implementation of the project;

(d) A description of the work required to implement the Green Infrastructure Project and a schedule for completion of this work and implementation of the project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures;

(e) A description of the proposed ownership of and access to the Green Infrastructure Project, and should Respondents rely on other entities to implement Green Infrastructure Project, Respondents must explain what agreements will be necessary to ensure proper operation and maintenance of the Green Infrastructure Project (i.e., permanent access, sufficient control over key aspects of the project), and how they will be enforced to ensure proper operation and maintenance of the Green Infrastructure Project; and

(f) A description of any post-construction monitoring and modeling to be performed that is necessary to determine whether the performance criteria set forth, as noted above, will be met upon completion and implementation of the Green Infrastructure Project.

2. Upon review of Respondents' Green Infrastructure Project proposal, the Department will comment, approve or disapprove the proposal. Each Green Infrastructure Project that is approved by the Department shall be incorporated into and made an enforceable part of this Order on Consent. Respondents shall implement each Green Infrastructure Project approved by the Department in accordance with the provisions and schedule in the approved Proposal.

3. In the event that Respondents implements an approved Green Infrastructure Project proposal that fails to meet the specified performance criteria set forth in the project proposal and LTCP, Respondents shall propose, within 180 days after submittal of the applicable post-construction monitoring report documenting said failure, an additional Green or Gray Infrastructure Project designed to achieve the performance criteria with a schedule for

completion of this work and implementation of the Project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures. In the alternative, where Respondents have substantially met the performance criteria, Respondents may, within sixty (60) days after its knowledge of a Project's failure to meet the performance criteria, petition the Department for a change in the performance criteria. In the event that the Department disapproves of Respondents' request for a change in the performance criteria, Respondents shall, within 180 days after the Department's disapproval, propose additional control measures designed to achieve the performance criteria with a schedule for completion of this work and implementation of the Project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures.

4. The Department encourages the Respondents to propose revisions to the approved LTCP to utilize green infrastructure as appropriate to reduce CSOs by modifying or replacing Gray Infrastructure Projects included in the final LTCP. If Respondents seeks to replace any Gray Infrastructure Projects provided in the LTCP, after its approval, Respondents shall submit to the Department a detailed Green Infrastructure Project proposal outlining each proposed project consistent with the requirements of Subparagraph V.E. Any proposal submitted under this subparagraph shall be subject to the provisions of Paragraph V.B, V.D and V.E.

F. The revised LTCP, once approved by the Department in writing, shall be thereby incorporated by reference and made an enforceable part of this Order on Consent. Upon issuance, an approval letter from the Department concerning the LTCP shall be attached hereto as **Appendix C** and incorporated into and made a part hereof. A Respondent's violation of the approved LTCP shall constitute a violation of this Order on Consent in addition to any related violation of the ECL, 6 NYCRR Part 750, and the respective SPDES permit(s). Such a violation may, under the circumstances, constitute a joint violation by two or more Respondents.

VI. IMPLEMENTATION OF AN APPROVED LTCP

Upon receipt of final written approval of the LTCP, the Albany Pool Respondents and the WWTP Respondents shall implement the LTCP subject to the terms and schedule in the approved LTCP, the terms of this Order on Consent, including Appendix B, their respective SPDES permits, and according to the requirements of the CWA and its regulations, *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

VII. WET WEATHER OPERATING PLANS

The WWTP Respondents shall revise and resubmit their respective Wet Weather Operating Plans, required in the Best Management Practices of their respective SPDES permits, whenever any of the WWTPs or wet weather operations at any of the WWTPs is modified.

VIII. STATUS REPORT REQUIREMENTS

A. Semi-Annual Status Reports. Upon the Effective Date of this Order on Consent, until this Order on Consent terminates in accordance with Paragraph XX, Respondents shall submit written Semi-Annual Status Reports to the Department. These reports shall be submitted no later than March 1st of each year for the “reporting period” from July 1 through December 31 of the previous calendar year, and no later than September 15th of each year for the “reporting period” from January 1 through June 30 of the same year as the September 15th deadline. The Semi-Annual Status Reports may be provided either as paper documents or in electronic format, provided that the electronic format (i) is compatible with the Department software, (ii) is accompanied by a written certification on paper in accordance with Subparagraph XII.D, and (iii) and such written certification is sent via certified or overnight mail. In each written Semi-Annual Status Report, Respondents shall provide, at a minimum, the following:

1. A statement setting forth (i) the deadlines and other terms that Respondents have been required by this Order on Consent to meet since the date of the last statement; (ii) whether and to what extent Respondents have met those requirements; and (iii) the reasons for any noncompliance (notification to the Department of any anticipated delay shall not, by itself, excuse the delay);
2. A general description of the work completed within the prior reporting period, and, to the extent known, a statement as to whether the work completed in that period meets applicable design criteria;
3. A projection of work to be performed pursuant to this Order on Consent during the next six-month period;
4. A notification of any anticipated delays for the upcoming six month period of time; and
5. A summary of any activities conducted during the reporting period pursuant to the Public Participation Plan. If any public meeting were held, the report should include a copy of any advertisements placed for the meeting, any materials or handouts, formal meeting notes, and a summary of the meeting.

B. Semi-Annual Status Meetings. Representatives of the Respondents shall conduct semi-annual meetings with the Department to discuss Respondents’ compliance status with the provisions of this Order on Consent. Respondents shall schedule these meetings to occur during the months of March or April to discuss the immediately-preceding reporting period, and September or October to discuss the immediately-preceding reporting period. The meeting can be conducted telephonically if agreed in writing (including electronic correspondence) by all parties in advance.

C. The frequency of the semi-annual status reports and meetings may be reduced upon written agreement (including electronic correspondence) from the Department.

D. Annual Post Construction Monitoring Report. Upon the Effective Date of this Order on Consent, until this Order on Consent terminates in accordance with Paragraph XX, Respondents shall submit annually with its September 1st Semi-Annual Report an Annual Post Construction Monitoring Report containing information generated in accordance with the Post-Construction Monitoring Program that is a required element for an approved LTCP. The Annual Post Construction Monitoring Report may be provided either as paper documents or in electronic format, provided that the electronic format (i) is compatible with the Department software, (ii) is accompanied by a written certification on paper in accordance with Paragraph XII.D, and (iii) and such written certification is sent via certified or overnight mail. The frequency of reports, and the reporting period, may be amended upon written agreement from the Department.

IX. NOTIFICATION OF NON-COMPLIANCE

In addition to the other reports required by this Order on Consent, if Respondents fail to comply with any requirement of this Order on Consent, Respondents shall notify the Department of such failure and the likely duration of the period of noncompliance in writing within ten (10) working days of the day Respondents first becomes aware of the noncompliance, with an explanation of the violation's likely cause and of the remedial steps taken, and/or to be taken, to prevent or minimize it. If the cause of the noncompliance cannot be fully explained at the time the report is due, Respondents shall include a statement to that effect in the report. Respondents shall immediately investigate to determine the cause of the noncompliance and then shall submit an amendment to the report, including a full explanation of the cause of the noncompliance, within thirty (30) days of the day Respondents becomes aware of the cause of the noncompliance.

X. COMPLIANCE WITH SPDES PERMITS

Every Respondent shall comply with the terms and conditions of its SPDES Permit. A Respondent's violation of a SPDES permit shall constitute a violation of this Order on Consent in addition to any related violation of the ECL and 6 NYCRR Part 750. Such a violation may, under the circumstances, be a joint violation by two or more Respondents. Approval of an LTCP shall constitute compliance with the SPDES terms and conditions requiring development of an approvable LTCP.

XI. PERMITS AND APPROVALS

Where any compliance obligation under this Order on Consent requires Respondents to obtain federal, state, or local permits or approvals, or triggers review under the State Environmental Quality Review Act (SEQRA), Respondents shall submit timely and complete applications, or timely perform the SEQRA review, and take all other actions necessary to obtain all such permits or approvals or to ensure compliance with SEQRA. Respondents may seek relief under the provisions of Paragraph XVI for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval or the completion of a SEQRA review required to fulfill such obligation, if Respondents have submitted timely and complete applications and have taken all other actions required by

applicable law to obtain all such permits or approvals and to ensure compliance with SEQRA. The reporting requirements of this Order on Consent do not relieve Respondents of any reporting obligations required by the CWA or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or requirement, including Respondents' SPDES Permits.

XII. COMMUNICATIONS

A. All correspondence, plans, reports, and any other written deliverables submitted to the Department under the terms and requirements of this Order on Consent shall be sent to the following contacts or their successors at the Department:

Original to:

Paul Kolakowski, P.E., Wastewater Permits Section
Division of Water NYSDEC, 625 Broadway, 4th Floor,
Albany, NY 12233-3506

With one copy to:

Joseph DiMura, P.E., Director, Bureau of Water Compliance Programs
Division of Water NYSDEC, 625 Broadway, 4th Floor
Albany, NY 12233-3505

Andrea Dzierwa, P.E., Regional Water Engineer
NYSDEC Region 4, 1130 North Wescott Road
Schenectady, NY 12306

Derek Thorsland, P.E., DEC Region 4
NYSDEC Region 4, 1130 North Wescott Road
Schenectady, NY 12306

and

Carol Conyers, Esq., Office of General Counsel
NYSDEC, 625 Broadway, 14th Floor
Albany, NY 12233-5500

Copies of all correspondence from the Department to Respondents required under this Order on Consent shall be provided to the following or their successors:

Original to: Mr. Rocco Ferraro, Executive Director
CDRPC, One Park Place, Albany, NY 12205
rocky@cdrpc.org

With one copy to: Project Coordinator, Albany Pool LTCP Project
CDRPC, One Park Place, Albany, NY 12205
c/o rocky@cdrpc.org.

Richard S. Davis, Esq., Principal
Beveridge & Diamond, P.C.
1350 I Street, NW Suite 700, Washington, DC 20005
RDavis@bdlaw.com

Mr. Anthony J. Ferrara, Albany Water Board
City of Albany, 15 Erie Boulevard, Albany, NY 12204
bellm@ci.albany.ny.us

Mr. Gary Nathan, P.E., City Engineer
City of Cohoes, City Hall, 97 Mohawk Street, Cohoes, NY 12047
gnathan@ci.cohoes.ny.us

Mike Brown, Engineering Aide
City of Rensselaer, 62 Washington Street, Rensselaer, NY 12214
Mike.Brown@rensselaer.ny.gov

Mr. Chris Wheland, Superintendent of Public Works
City of Troy, Department of Public Utilities, 25 Water Plant Road, Troy,
NY 12182
chris.wheland@troyny.gov

Mr. David Dressel, City Hall
City of Watervliet, Watervliet, NY 12182
ddressel@watervliet.com

Mr. Sean Ward
Village of Green Island, 20 Clinton Street, Green Island, NY 12183
seanw@villageofgreenisland.com

Mr. Richard Lyons, Executive Director
Albany County Sewer District, P.O. Box 4187, Albany, NY 12204
Richard.lyons@albanycounty.com

Mr. Gerard Moscinski, P.E., Administrative Director
Rensselaer County Sewer District, 1600 7th Avenue, Troy, NY 12180
GMoscinski@rensco.com

B. Any party may change its designee(s) under this paragraph upon written notice to the other parties.

C. Notices and submissions provided pursuant to this Paragraph shall be deemed effective upon receipt, unless otherwise provided in this Order on Consent or by mutual agreement of the Parties in writing.

D. Each notice, report or submission submitted by Respondents under this Order on

Consent shall be signed by an official of Respondents and include the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my inquiry of those individuals immediately responsible for obtaining the information, that I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

XIII. STIPULATED PENALTIES

A. In the event that one or more Respondent(s) responsible for performance of an activity subject to a milestone set forth in Appendix B fail(s) to satisfy any milestone task or deadline for completion of any milestone task for which it or they are responsible as set forth in Appendix B to this Order on Consent, or violate(s) any term of this Order on Consent, the Department shall be entitled to judgment against that Respondent(s). Each Respondent, respectively, hereby consents to the entry of judgment against it in New York State Supreme Court, for a stipulated penalty encompassing each day of such violation of this Order. Said stipulated penalties shall be in the following amounts:

<u>PERIOD OF NON-COMPLIANCE</u>	<u>PENALTY PER DAY</u>
1st Day through 30th Day	\$ 500/day
31st Day through 60th Day	\$ 1,000/day
Each Day beyond the 60th Day	\$ 1,500/day

B. Any stipulated penalty judgment shall become due and payable, and may be entered, upon ten (10) calendar days notice to Respondent(s).

C. These stipulated penalties shall be in addition to the civil penalty already assessed by the Department as set forth in paragraph II, above.

D. All stipulated penalties shall begin to accrue on the day after the performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order on Consent, except that when two or more violations are based upon the same noncompliance, the higher stipulated penalty shall apply.

E. **Payment of Stipulated Penalties to the Department.**

1. **Payment.** Stipulated penalties payable to the Department shall be paid by certified or cashier's check in the amount due, payable to the New York Department of Environmental Conservation@ delivered to the Office of General Counsel, 625 Broadway, 14th

Floor, Albany, NY 12233-5500, attention: Elissa Armater. The DEC case number appearing on the first page of this Order on Consent shall be endorsed on the face of the check.

2. Late Payment. Should Respondents fail to pay stipulated penalties and accrued interest payable to the Department in accordance with the terms of this Order on Consent, the Department shall be entitled to collect interest and late payment costs and fees, together with the costs (including attorneys fees) incurred in any action necessary to collect any such stipulated penalties, interest, or late payment costs or fees.

3. Respondents' payment of stipulated penalties under this Paragraph shall be in addition to any other rights or remedies available to the Department by reason of Respondents' failure to comply with any requirement of this Order on Consent or applicable law.

XIV. DEFAULT

The failure of one or more Respondents to comply fully and/or in a timely fashion with any provision of this Order on Consent shall constitute a default and a failure to perform an obligation under this Order and under the ECL by the Respondent(s), and shall constitute sufficient grounds for revocation pursuant to 6 NYCRR § 621.13 of any permit, license, certification or approval issued to the Respondent(s) by the Department unless said permit, license, certification or approval is completely unrelated to the facilities, requirements and obligations addressed in this Order on Consent.

XV. BINDING EFFECT

A. This Order shall be deemed to bind according to its terms each Respondent, its respective officers, directors, agents, employees, contractors, successors and assigns, and all persons, firms and corporations acting under or for each Respondent, respectively, including, without limitation, any subsequent operator of the facilities that are the subject of the respective, above-cited SPDES permits ("permitted facilities), who may carry on activities now conducted by any of the respective Respondents at the permitted facilities, and any successor in title to the respective permitted facilities or to any interest therein.

B. Each Respondent, respectively, shall provide a copy of this Order on Consent (including any submissions incorporated herein) to any contractor or subcontractor hired to perform work required under this Order on Consent, and shall require compliance with this Order on Consent as a term of any contract for performance of work under this Order on Consent. Respondents shall nonetheless be responsible for ensuring that all work performed under this Order on Consent is in compliance with the terms of this Order.

XVI. FORCE MAJEURE

A. A Respondent shall not be in default of the provisions of this Order on Consent if its non-compliance is directly attributable to an Act of God, war, insurrection, terrorism, strike, judicial injunction, catastrophic condition, or other circumstance that is entirely beyond its control and which Respondent's due diligence could not prevent (force majeure). If such a force majeure event occurs, Respondents shall be entitled to an extension of the Compliance Schedule milestone(s), limited to the period of time caused by such event that placed compliance with a

provision of this Order beyond Respondents' control.

B. As a condition precedent to obtaining a schedule extension under this provision, Respondents shall notify the Department in writing that a force majeure event has occurred, no later than fourteen (14) days after the date Respondents knew or should have known of the occurrence of any force majeure event. Respondents shall include in such notice the measures taken and to be taken by the Respondents to avoid or mitigate the delay, and may request an extension or modification of the applicable deadline(s) under this Order equal to the period of delay directly attributable to the force majeure event. Failure to give such notice within such fourteen-day period constitutes a waiver of any claim that that a delay is not subject to penalties.

C. Whenever a milestone is missed, pursuant to a force majeure event or otherwise, the Respondents shall exercise their best efforts to recoup all lost time, including where appropriate, the payment of extraordinary expenses for overtime, double shifts, or additional contractors or consultants, or alternative methods to the extent allowable under local law.

D. If the Department determines that no force majeure event occurred and a stipulated penalty is due, Respondents shall promptly pay the stipulated penalty pursuant to Paragraph XIII in this Order on Consent plus interest from the date of the missed milestone.

E. Regardless of any force majeure event asserted under this paragraph, nothing set forth herein relieves any Respondent of its respective obligations to provide 24-hour notices, file Non-compliance Reports and Certifications, and submit or issue any other notices and reports as required by law, its respective SPDES permit, or this Order on Consent.

F. Each Respondent shall have the burden of proving that its respective non-compliance with this Order, if any, is directly attributable to a force majeure event, and that its compliance with this Paragraph XVI constitutes a defense to compliance with this Order on Consent.

XVII. ACCESS

For the purpose of insuring compliance with this Order on Consent, each Respondent shall allow duly authorized Department representatives access to its respective facilities and any appurtenances involved herein, without prior notice, to enable Department representatives to inspect and determine the status of the Respondent's compliance with this Order on Consent.

XVIII. EFFECT OF SETTLEMENT

A. This Order on Consent is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Respondents are responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits (including their respective SPDES Permits), and Respondents' compliance with this Order on Consent shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Department does not, by its consent to the entry of this Order on Consent, warrant or aver in any manner that Respondents' compliance with any aspect of this Order on Consent will result in compliance with provisions of the CWA, or with any other provisions of federal, State, or local laws, regulations, or permits, including Respondents' respective SPDES Permits.

B. This Order on Consent does not limit or affect the rights of Respondents or of the United States or the State against any third parties, not party to this Order on Consent, nor does it limit the rights of third parties, not party to this Order on Consent, against Respondents, except as otherwise provided by law.

C. This Order on Consent shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Order on Consent.

XIX. DISPUTE RESOLUTION

In the event of a dispute between the Department and one or more Respondents with respect to the performance under this Order on Consent, including, without limitation, a dispute arising under Subparagraphs IV.C.2 or IV.C.3 herein, the parties shall make reasonable efforts over the course of no more than 45 days to meet and confer in an effort to resolve such dispute. Such efforts to meet and confer are to be initiated by Respondent(s) in writing pursuant to Para XII (Communications). Review under New York Civil Practice Law and Rules Article 78 shall be available for all final agency actions under this Order on Consent. Should Respondents invoke Dispute Resolution under this Paragraph, stipulated penalties shall nonetheless continue to accrue and shall be payable either (i) not more than ten days after the informal resolution of the dispute in the Department's favor within the designated 45-day period or (ii) within ten days of the issuance of a civil order or judgment unless and to the extent that a civil order or judgment is issued in Respondents' favor.

XX. MODIFICATION

If a Respondent desires that any of the provisions, terms or conditions of this Order on Consent be changed, it shall make timely written application setting forth the grounds for the relief sought to Carol Conyers, Esq. or her successor in the Office of General Counsel, at the above address, and shall send a copy simultaneously to the other Respondents. Grounds for modification may include, without limitation, a review by the Department of Completed Plans and Specifications that extends beyond sixty (60) days. Any change to this Order on Consent must be in writing and signed by all of the Respondents and the Commissioner or the Commissioner's designee.

XXI. TERMINATION AND RESERVATION OF RIGHTS

A. This Order on Consent shall be deemed completely satisfied and shall terminate when each of the following conditions has been fully satisfied by all Respondents: (1) the Respondents have paid the civil penalty set forth in paragraph II above; (2) the Department has received from each Respondent written Compliance Certifications under Subparagraph IV.E of completion of the respective compliance actions required of each Respondent by Appendix B; (3) all stipulated penalties demanded, due and owing under this Order on Consent have been paid; and (4) the Department has provided each Respondent with a written verification of the Compliance Certifications received, which verification shall be timely provided by

Respondent(s) and not unreasonably denied by the Department.

B. Upon timely payment of civil penalty required under paragraph II, above, and the completion of the compliance items set forth in Appendix B, the Department shall release the Respondents from further liability for penalties under the ECL arising from the violations set forth herein. Approval of a revised LTCP hereunder shall constitute satisfaction of Respondents' obligations to develop an approvable LTCP.

C. However, nothing herein shall be construed as a release or waiver by the Department of its rights to: (1) seek injunctive relief to abate any violation of law or this Order on Consent; (2) seek stipulated penalties and entry of judgment as provided in paragraph XIII of this Order; (3) seek penalties and other relief for any violations not set forth in this Order on Consent, including its Appendices; (4) re-allege the violations listed in this Order on Consent to obtain injunctive relief or damages in support of natural resource damage claims; (5) seek to modify, suspend, or revoke any Department-issued permit; (6) seek any applicable criminal sanctions against any Respondent or any other party; or (7) seek issuance by the Commissioner or his duly authorized representative of a summary abatement order against any or all Respondents. In addition, the Department reserves all such rights as it has to require Respondents to take any additional measures required to protect human health or the environment.

XXII. SIGNATORIES TO ORDER

Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Order on Consent and to execute and legally bind the Party he or she represents to this document. This Order on Consent may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

XXIII. INDEMNIFICATION

Each Respondent shall indemnify and hold harmless New York State, the Department, and any of its employees, contractors or representatives for any and all claims, actions, suits, damages, and costs of every name and description, arising out of or resulting from each respective Respondents' acts, or from actions taken by the Department in fulfillment or attempted fulfillment of the provisions of this Order on Consent to the extent that any such claims, actions, suits, damages, and costs are not caused by intentional or grossly negligent acts of New York State, the Department or any of their employees or contractors.

XXIV. ENTIRE ORDER

This Order on Consent and its Appendices, A and B, which are attached to and incorporated in this Order on Consent, constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Order on Consent, and supersede all prior agreements and understandings, whether oral or written. Unless expressly incorporated herein, no other document, representation, inducement, agreement, understanding, or promise constitutes any part of this Order on Consent or the settlement it represents, nor shall it be used in construing the terms of this Order on Consent.

XXIV. EFFECTIVE DATE

The effective date of this Order is the date it is signed by the DEC Commissioner or the Commissioner's designee.

DATED: January 15, 2013

ALBANY, NEW YORK

New York State Department of
Environmental Conservation by:


JOSEPH J. MARTENS, Commissioner

EDMS# 447767

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF ALBANY

By:

Anthony J. Ferrara
(signature)

Name:

Anthony J. Ferrara
(print or type)

Title:

Chairman, Albany Water Board
(print or type)

Date:

12/30/13

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF Albany)

) ss:

On the 30th day of December, in the year 2013, before me, the undersigned, personally appeared Anthony J. Ferrara, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rose V. DeMarco
NOTARY PUBLIC

Rose V. DeMarco
Commissioner of Deeds,
City of Albany
Term Expires Dec. 31 2014

Commissioner of Deeds

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF TROY

By:

Louis A. Rosamilia
(signature)

Name:

Louis A. Rosamilia
(print or type)

Title:

MAYOR
(print or type)

Date:

JAN. 7, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Rensselaer)

On the 2nd day of January, in the year 2014, before me, the undersigned, personally appeared Louis A. Rosamilia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

IAN H. SILVERMAN
Notary Public, State of New York
Qualified in Rensselaer County
No. 02SI6257313 Exp. 3/12/ 16

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF RENSSELAER

By: Daniel J. Dwyer
(signature)

Name: Daniel J. Dwyer
(print or type)

Title: Mayor
(print or type)

Date: 1/10/14

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Rensselaer)

On the 10th day of January, in the year 2014, before me, the undersigned, personally appeared Daniel J. Dwyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer L. Moore
NOTARY PUBLIC

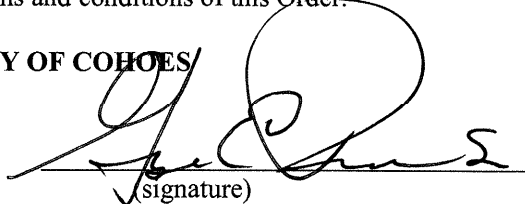
Jennifer L. Moore
01MA6105573
Notary Public, State of New York
Qualified in Rensselaer County
My commission expires FEBRUARY 9th, 2016

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF COHOES

By:


(signature)

Name:

George E Primeau Sr
(print or type)

Title:

Mayor
(print or type)

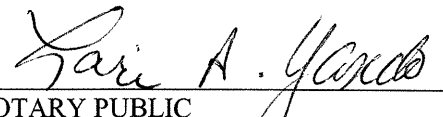
Date:

10/18/13

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 18 day of October, in the year 2013, before me, the undersigned, personally appeared George E. Primeau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, 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

LORI A. YANDO
NOTARY PUBLIC - STATE OF NEW YORK
NO 01-YA6063542
QUALIFIED IN ALBANY COUNTY
MY COMMISSION EXPIRES 09-04-2017

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF WATERVLIET

By: 
(signature)
Name: MICHAEL P. MANNING
(print or type)
Title: MAYOR
(print or type)
Date: 10/25/13

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 25th day of October, in the year 2013, before me, the undersigned, personally appeared MICHAEL P. MANNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BRUCE A. MOLEY
Notary Public, State of New York
Reg. No. 01HI6001621
Qualified in Albany County
Commission Expires January 20, 2014


NOTARY PUBLIC

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

VILLAGE OF GREEN ISLAND

By: Ellen M. McNulty-Ryan
(signature)

Name: Ellen M. McNulty-Ryan
(print or type)

Title: Mayor
(print or type)

Date: January 7, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 7th day of January, in the year 2014, before me, the undersigned, personally appeared Ellen M. McNulty-Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Anne M. Strizzi
NOTARY PUBLIC

ANNE M. STRIZZI
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4694623
My Commission Expires Mar. 30, 2015

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

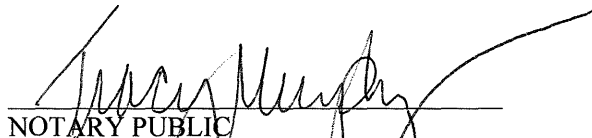
ALBANY COUNTY SEWER DISTRICT

By: 
(signature)
Name: Philip Calderone
(print or type)
Title: Deputy County Executive
(print or type)
Date: 1-10-14

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 10th day of January, in the year 2014, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

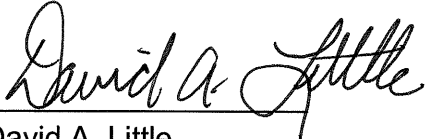

NOTARY PUBLIC
TRACY A MURPHY
Notary Public, State of New York
No. 02MU6263245
Qualified in Albany County
Commission Expires June 11, 2016

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

RENSSELAER COUNTY SEWER DISTRICT NO. 1:

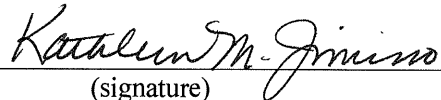
Approved as to Form


David A. Little

Legal Counsel

Rensselaer County Sewer District No. 1

By:


(signature)

Name:

Kathleen M. Jimino
(print or type)

Title:

County Executive
(print or type)

Date:

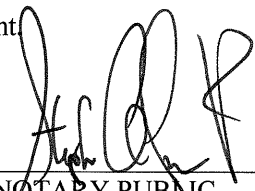
January 10, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER

On the 10th day of January, 2014, ~~in the year 2014~~, before me, the undersigned, personally appeared Kathleen M. Jimino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Stephen A. Pechenik
Notary Public, State of New York
Registration No. 02PE4684612
Qualified in Rensselaer County
Commission Expires April 30, 2016


NOTARY PUBLIC

Approved as to form

 1/10/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Stephen A. Pechenik
Notary Public, State of New York
Registration No. 02PE4684612
Qualified in Rensselaer County
Commission Expires April 30, 2016

APPENDIX A
NYSDEC COMMENT LETTER of DECEMBER 5, 2012 on
ALBANY POOL DRAFT LTCP (DM # 458013)

New York State Department of Environmental Conservation

Division of Water,

Bureau of Water Permits, 4th Floor

625 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

Website: www.dec.ny.gov



Joe Martens
Commissioner

December 5, 2012

Mr. Rocco Ferraro
Executive Director
CDRPC
One Park Place
Albany, NY 12205

Mr. Neil Bonesteel, P.E.
Chief Water Plant Operator
City of Troy Public Utilities
25 Water Plant Road
Troy, NY 12182

Mr. Sean Ward
Village of Green Island
20 Clinton Street
Green Island, NY 12183

Ms. Mary Bell
Albany Water Board
City of Albany
35 Erie Boulevard
Albany, NY 12204

Mr. David Dressel
City Hall
2 Fifteenth Street
Watervliet, NY 12182

Mr. Richard Lyons
Executive Director
Albany County Sewer District
P.O. Box 4187
Albany, NY 12204

Ms. Sarah Crowell
Director of Planning
City of Rensselaer
62 Washington Street
Rensselaer, NY 12214

Mr. Garry Nathan, P.E.
City Engineer
City of Cohoes
City Hall
97 Mohawk Street
Cohoes, NY 12047

Mr. Gerald Moscinski, P.E.
Administrative Director
Rensselaer County Sewer Dist
Water Street
Troy, NY 12180

Re: Albany Pool Long Term Control Plan, dated June 30, 2011
SPDES Permit No. NY-002 5747 (City of Albany)
SPDES Permit No. NY-002 6026 (City of Rensselaer)
SPDES Permit No. NY-009 9309 (City of Troy)
SPDES Permit No. NY-003 0899 (City of Watervliet)
SPDES Permit No. NY-003 1046 (City of Cohoes)
SPDES Permit No. NY-003 3031 (Village of Green Island)

Dear Sir/Madame:

As a follow-up to prior detailed technical discussions, this letter formally presents the New York State Department of Environmental Conservation's ("DEC's") technical assessment of the proposed June 30, 2011 Albany Pool Long Term Control Plan ("LTCP"). The short-hand phrase "Albany Pool" is used to reference the six permitted communities listed above that own or operate a Combined Sewer Overflow ("CSO") outfall. DEC continues to endorse and support the Albany Pool communities' collective approach to assessing and reducing the adverse impacts of CSOs so as to improve the shared waters and waterfronts of this stretch of the Hudson River.

The Albany Pool LTCP was evaluated under the standards of Section 402(q)(1) of the Clean Water Act and the specific terms of the State Pollutant Discharge Elimination System ("SPDES") permits that cover the Albany Pool communities. To be approvable, the LTCP also must conform to the U.S. Environmental Protection Agency ("EPA") Combined Sewer Overflow Control Policy (Federal Register Volume 59, Number 75, Pages 18688-18698) ("Policy"). EPA guidance documents also offer extensive information to those responsible for developing a compliant LTCP.¹ The technical comments in this letter incorporate the oversight comments of EPA.

At the outset, I would like to recognize your extensive good work toward the LTCP to date, including numerous technical studies and thoughtful submissions. DEC is seeking to continue to work in a collaborative fashion with the Albany Pool communities to finalize the LTCP, and assure active and cost-effective implementation.

The June 30, 2011 LTCP submitted by the Albany Pool Communities, however, does not meet some of the objectives and requirements specified in the Clean Water Act and EPA's Policy. The revised LTCP must address the comments provided by this letter and the enclosed attachment, and be re-submitted to DEC within 6 months of the date of this letter.

Intent of the Federal CSO Control Program.

The proposed LTCP strategy often focuses on controlling *non-CSO* sources of bacteria in the Albany Pool portion of the Hudson River. While containing useful elements, this strategy does not demonstrate that the LTCP will: (i) result in compliance with water quality standards in Hudson River tributaries impacted by CSOs; (ii) provide the maximum pollution reduction benefits reasonably attainable through CSO abatement; and (iii) be designed to allow cost effective expansion or cost effective retrofitting to address CSO flows should additional controls be determined necessary in the future (e.g., due to community growth accompanied by increased stormwater and sewage flows) to meet water quality standards. (See, EPA Policy Section II.C.4.b).

The LTCP must be revised to evaluate the effectiveness, costs and water quality impacts of a broader array of alternative programs to address the control of CSOs. The Albany Pool sewer systems contain flows from combined sewers that often exceed the interceptor and regulator capacity, resulting in raw sewage being discharged directly to the Hudson River before any treatment. The proposed abatement of CSOs proposed in the draft LTCP (i.e., the proposed approach of reducing non-CSO sources of bacteria levels in the Hudson River) is not a complete approach, necessitating the need for the Albany Pool communities to develop and evaluate a more stringent set of alternative CSO control programs for consideration by DEC, EPA and the affected community.

The LTCP must Adequately Address CSO Mitigation Alternatives as follows:

1. Alternatives screening process

Section 7.4 of the LTCP provides a summary of a screening analysis of CSO abatement technologies. For each potential individual control option, the LTCP indicates whether

¹ Many of the LTCP guidance documents may be accessed at: <http://cfpub1.epa.gov/wpdms/cso/guidedocs.cfm>.

that technology should be included as part of the LTCP strategy. However, the LTCP provides no information on the screening process itself or the criteria used and data relied upon to determine whether an individual control option should be retained or rejected. Without such an evaluation, DEC cannot determine whether the recommended control alternative meets the regulatory standard of maximum pollution reduction benefits reasonably attainable.

2. *Maximize Capture for Treatment*

The LTCP should evaluate controls that achieve 100% capture, 90% capture, 85% capture, 80% capture and 75% capture of the CSO total annual volume for treatment at the three wastewater treatment plants in the Albany Pool. (See, Section II.C.4 'Evaluation of Alternatives' in the CSO Control Policy). The alternatives analysis must be sufficient to provide enough data to make a cost/performance curve to demonstrate the relationship between the cost and the benefits among the different level of CSO capture. The goal of this cost and performance assessment is to determine if the incremental reduction in the pollutant of concern, pathogen in this case, diminishes as cost increases. This comment is related to the "Knee of Curve" comment below.

3. *Tributary Water Quality Impacts*

The LTCP must include data and information concerning the water quality impacts from CSO outfalls to waters tributary to the Hudson River. The data must be presented, evaluated and incorporated into the LTCP's demonstration approach to the alternatives analysis under Section II.C.4.b of the Policy (e.g., Albany – Krumkill / Cohoes – Mohawk River, Salt Kill, Eagles Nest Ravine / Rensselaer – Mill Creek).

Green Infrastructure. The LTCP proposes very little Green Infrastructure as a means of controlling or reducing CSOs. A more substantive Green Infrastructure program is required. Properly planned green practices naturally manage stormwater and improve water quality by keeping water out of the CSO collection systems. EPA strongly promotes the use of green infrastructure to manage wet weather through infiltration, evapotranspiration and rain water harvesting.² The Albany Pool communities will need to address the use of public and private Green Infrastructure projects in the LTCP and identify the mechanisms for implementation (e.g., maintenance agreements for green controls on privately owned properties). State grant funding is currently available to assist in Green Infrastructure projects. Many communities, including Syracuse and New York City, are implementing extensive Green Infrastructure programs as part of their CSO abatement program.

Cost/Performance Considerations. The required cost/performance considerations lack sufficient information.

1. *Evaluation of Costs.*

Cost data for the various projects are provided in Chapter 7 of the draft LTCP and summarized in Table 7-2. These costs, however, are not related to performance. There is no comparison of different potential control scenarios that would allow the DEC to undertake a cost/performance analysis for the proposed control alternatives;

² *Protecting Water Quality with Green Infrastructure in EPA Water Permitting and Enforcement Programs*, April 20, 2011 memo. http://water.epa.gov/infrastructure/greeninfrastructure/upload/gi_memo_protectingwaterquality.pdf

2. *"Knee of the Curve" analysis.*

The LTCP does not provide the necessary "knee of the curve"³ analysis to evaluate the incremental costs of additional CSO controls to determine whether increased control can be achieved at a reasonable cost (See, Section II.C.5 of the Policy).

3. *Content of cost calculations.*

Some projects identified in the LTCP are already required by existing Consent Orders as well as other "non-LTCP" permit requirements. Inclusion of such projects in the cost calculations for the Albany Pool LTCP is inappropriate. The Department recognizes the Albany Pool Communities' effort to improve water quality of the Hudson River by implementing these projects. However, these projects need to be removed from the cost/performance calculations in the revised Albany Pool CSO LTCP because these are non-CSO sources of pollution. The following are examples of non-CSO projects that are already required: the disinfection upgrades at the three major sewage treatment plants under the respective county sewer district SPDES permits; the elimination of Dry Weather Overflows (DWOs) of raw sewage and the implementation of three green infrastructure Environmental Benefit Projects by the Rensselaer County Sewer District under a Consent Order (4-20091123-154).;

Implementation Schedule. The LTCP is also incomplete because it does not provide all pertinent information necessary to develop the construction and financing schedule for implementation of CSO controls. (See, Section II.C.8 of the EPA Policy). For example, the revised LTCP will need to separate all of the proposed projects by municipal/political entities (as between each of the six Albany Pool Communities and the county sewer districts) responsible for the implementation and payment of projects. The projects that are proposed to be shared by those entities must be specifically identified and their cost sharing arrangement detailed (see, Section 4.4, pg. 4-13 in *Combined Sewer Overflows, Guidance for Long-Term Control Plan (EPA 832-B-95-002)*, September, 1995: "It is important that the individuals and entities responsible for implementing each aspect of the program be identified in the LTCP"). The six municipalities and the county sewer districts will need to enter into inter-municipal agreement(s) ("IMA's") or equivalent legal mechanism that must be executed within the first year of the approved LTCP implementation schedule. The IMA's or equivalent legal mechanism need to document any agreement(s) between the Albany Pool Communities and county sewer districts concerning the specific municipal and inter-municipal responsibilities and commitments, funding responsibilities, and cost-allocation or cost-sharing arrangements.

Additional LTCP Comments Attached

In addition to the above items, a list of DEC comments on very specific aspects of the draft LTCP is attached. EPA's comments have been incorporated into the DEC's comments. However, a copy of EPA's comments is also enclosed to provide their complete context.

³ A Knee-of-the-Curve analysis is a management technique that optimizes pollution control versus cost with respect to diminishing returns. The Knee-of-the-Curve is the point at which incremental improvements become progressively smaller in relation to incremental increases in design size and cost.

Next Steps in LTCP Process

The anticipated LTCP schedule of 15 years exceeds the statutory maximum term for a SPDES permit of five years. It is therefore necessary to incorporate the revised LTCP into a Consent Order to make it enforceable and legally provide sufficient time for community implementation. DEC's Office of General Counsel will be forwarding a proposed Consent Order to you in the near future that will require the submittal of a revised LTCP, consistent with the above and enclosed comments, within six months of the date of this letter. Once the LTCP and its schedule are approved by DEC, the LTCP and its schedule will become enforceable under the Order. This is standard practice.

The requirement to submit the revised LTCP to DEC within six months of the date of this letter will be enforced pursuant to the SPDES permits and regulations, notwithstanding the execution of an Order on Consent by all parties. DEC will contact you in the near future to schedule meetings to discuss our comments and the process needed for obtaining approval of the LTCP.

If you have any questions regarding the comments or would like to set up a meeting or conference call, please contact Paul Kolakowski, P.E., Project Engineer at (518) 402-8104. Any questions about the proposed Order on Consent should be directed to Carol Conyers, Esq. at (518) 402-9512.

Sincerely,



Koon Tang, P.E.

Director, Bureau of Water Permits

Enclosures

ec (w/ encls):
 Shayne Mitchell, NYSDEC, BWP
 Paul Kolakowski, NYSDEC, BWP
 Joe DiMura, NYSDEC, BWC
 Andrea Dzierwa, NYSDEC, R4
 Derek Thorsland, NYSDEC, R4
 Cheryle Webber, NYSEFC
 Carol Conyers, NYSDEC OGC
 Stan Stephansen, EPA, Region 2

**Attachment to the Department's December 5, 2012 comment letter on
the Albany Pool draft LTCP**

This Attachment provides detailed comments, as well as additional general comments, on the Albany Pool draft LTCP dated June 30, 2011. The comments are organized in the format of the LTCP. The Albany Pool needs to respond to the comments in the Department's letter and this Attachment, and address the comments in the LTCP as appropriate to generate an approvable LTCP.

Executive Summary (ALL)

Page ES-15, BMPs/System Optimization: The report states that projects within this category will focus on SPDES permit BMPs and maximizing the performance of the existing infrastructure through regulator and weir modifications, reduction of system inflow, capacity upgrades, and improved operations. The report should specifically identify what will be done for each of these categories. If any of the projects will be undertaken pursuant to the terms of a separate administrative consent order, that must be stated.

In general, the report shall provide more specific details/narrative on what each of the recommended projects will be.

Page ES-17, Green Projects: Incorporate more green infrastructure projects. The report lists a few green pilot or demonstration projects that have been completed or are presently under development but these are very limited.

Page ES-19, Governance: The report states that it is the intent among the Albany Pool communities to establish a Phase II inter-municipal arrangement for future governance of the Albany Pool CSO program. With regard to the anticipated application to the Department of State for a Shared Services Municipal Planning Grant, provide the status of this effort and time frame for completion.

Chapter 2

Page 2-21, Patroon Creek: This section states that there is a significant source of bacteria between Rensselaer Lake and the Fuller Road sampling location and additional investigations are ongoing with remedial actions proposed as part of the LTCP. Describe the investigations, and present and evaluate the proposed remedial actions. It is also stated that the Patroon Creek is negatively impacted by Sand Creek. The Department repeats the same comment: Describe the investigations and present and evaluate remedial actions for this area. (ALB)

Page 2-21, Normans Kill: The Krum Kill location showed exceedances of the bacteria standards. Same comment. (ALB)

Page 2-22, Mill Creek: Same comment. (REN)

Page 2-24, Wet Weather Conditions Observed in 2009: Patroon Creek, Normans Kill, Krum Kill, Wynantskill, Poestenkill, and Mill Creek results all showed exceedances of bacteria standards. Same comment. In particular, the Krum Kill may be impacted by the Woodville Pump Station overflow. An assessment needs to be done on the effect of overflows from this station on the water quality in the Krum Kill. (TROY, ALB, RCSD, ACSD)

2.5.3.5 The Department has identified an unpermitted CSO on Broadway to Mill Creek in the City of Rensselaer. This CSO was overflowing under dry weather during an inspection with City staff. The City of Rensselaer is required to eliminate this CSO under the terms of an existing Consent Order and so this project will occur regardless of the LTCP. However, the Albany Pool is to include the presence of this unpermitted CSO into Mill Creek among the contributing sources to the exceedances of water quality standards that must be analyzed and properly addressed by the LTCP. (REN)

2.5.4.3 Although no SSOs were reported to the Department during the time that sampling occurred, complaints from residents in the Brookside Avenue area have indicated that SSOs regularly occurred in that area during wet weather events. The Town of North Greenbush is required to eliminate the SSOs under the terms of an existing Consent Order. Detail in the LTCP how this is being investigated and resolved under the Consent Order. (REN)

Chapter 5

Page 5-10, Troy: Tide gates at most of the regulators north of the Federal Dam are susceptible to leakage under high stage conditions. The Rensselaer County Sewer District is required to investigate and address the impact of this leakage under the terms of an existing Consent Order (CO4-20091123-154). The LTCP must acknowledge this issue. (TROY)

Page 5-16, Table 5-3: Most Active CSOs by Volume: Identify in the LTCP which projects will address the most active CSOs. Highlight projects associated with these outfalls. (ALB, TROY)

5.3.1 through 5.3.3 Identify how often flows in the collection system exceed the flow capacity at the WWTPs and/or Pump Stations. Identify whether the model represents this condition (i.e. backup to first upstream CSO) at the Albany North and South WWTPs, and at the RCSD WWTP, and if so, describe how the model does so. (COHOES, WAT, GI, ALB, REN, TROY)

5.6.2 The LTCP must properly address the large volume of infiltration and inflow (“I/I”) identified in the Albany South interceptor. (ALB)

5.8 DWOs must be eliminated. Identify whether the control alternatives (113th Street Stream Separation / Hoosick Street Storm Sewer Extension) are for the purpose of eliminating the DWOs at CSOs 013 & 024. If so, clarify that these control alternatives are under Consent Order (CO4-20091123-154). If these control alternatives serve a different purpose, fully explain as requested in the general comments. Priority must be given to completing these projects in the near term. (TROY)

Chapter 6

The wet weather capacity discussion must mention where collection system capacity limits flow delivery to the WWTPs. (Examples: 1. Influent flows to ACSD South are restricted by the sluice gates. 2. Influent flows to RCSD are restricted by pump station capacity.) (ALL)

6.2 and 6.3 Considering the capacities of ACSD North and South, it appears there may be an opportunity to divert some flow from the overburdened South sewershed to the North Plant. This could reduce the overall volume of CSO. This must be evaluated in the LTCP. (ALB, COHOES, GI, WAT, ACSD)

Chapter 7

7.3 Scenarios 2 and 2A presume that there will be improvements in headwaters and tributary water quality. Because the tributaries in questions flow through Albany Pool communities and improvements are required to ensure maintenance of water quality standards in the Hudson River, the LTCP must include the projects necessary to produce and maintain the improvements in order to support the recommended control strategy. (ALL)

7.3 The sanitary loading may be greater in the morning or evening based on a typical diurnal curve. The executive summary indicates that the noon value was compared to the daily average but was not compared to the value when the sanitary loading is greatest. Identify whether the number of exceedances increases if the geometric means are calculated based on values other than noon (12 pm). If so, evaluate compliance using the more conservative values. (ALL)

7.3 Determine whether water quality standards would be met year-round if disinfection was performed year-round. (ALL)

7.3 Identify the daily maximum fecal coliform concentration that could be achieved by the recommended alternatives. (ALL)

7.4 This subsection provides a summary of a screening analysis of CSO abatement technologies. The list includes quantity and quality source control measures; collection system controls; CSO storage technologies; and CSO treatment technologies. For each potential individual control option, the LTCP indicates whether that technology should be included as part of the LTCP strategy. The results of this evaluation included: the practice is already being implemented and it should be continued; the practice should be adopted as part of the LTCP; or the practice is “not feasible or appropriate.” However, the LTCP provides no information on the screening process itself or the criteria to determine whether an individual control option should be retained or rejected. Therefore, the alternatives screening process is incomplete. Revise this subsection to include an approvable alternatives screening process. (ALL)

Pages 7-3 to 7-5, Identification and Screening of CSO Abatement Technologies: Table 7-2 provides a listing of CSO abatement technologies. For the technologies deemed not feasible or appropriate, ~~should~~ more justification shall be provided for each technology regarding why it is

not appropriate. Provide the information relied upon and the rationale supporting the rejection of each such CSO abatement technology. (ALL)

Page 7-6: Green Infrastructure Strategies: Explain the promotion of Green Infrastructure Practices within Municipal Capital Improvement Programs, and describe how such promotion efforts will be accomplished. (ALL)

7.9, Summary of Recommended CSO LTCP : More detail must be provided on each of the proposed projects. Include a narrative summary/description for each project. (Examples: 1. Explain if the RCSD Pump Station upgrade project increases Pump Station capacity to the 63.5 MGD plant capacity. 2.- Explain what the water quality webpage will include. (ALL)

Cost/performance considerations. Cost for the various projects is provided in Chapter 7 and summarized in Table 7-2. However, these costs are not related to performance. As with the evaluation of alternatives, there is no comparison of different potential control scenarios that would allow the reader to evaluate the tradeoffs in cost versus benefit of individual projects. There is also no “knee of the curve” analysis to show where increased CSO control yields diminishing incremental returns. Summarize the cost and potential benefits of all proposed projects in the form of a table. Information should be presented to demonstrate the following:

- Sufficient information to determine if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Cost/performance curves that demonstrate if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.

(ALL)

Post construction compliance monitoring program. The LTCP proposes a robust post construction compliance monitoring program that is summarized in Section 7-11. The post construction compliance monitoring program focuses on evaluating the same beach sites monitored during the receiving water monitoring to ensure that water quality standards at sensitive areas are met. Clearly outline how the post construction information will be presented. (ALL)

Chapter 9

9.2 The water quality webpage should be implemented as soon as possible. Indicate when this can be developed. Explain why is there so much time (5 years) in the schedule for implementation of the WQ webpage. (ALL)

9.4.3 An additional river transect(s) should be considered in the Hudson River mid-pool to determine attainment throughout the Albany Pool. Sampling must cover the waters other than the Hudson River with CSO outfalls (see comments in this Attachment on Chapter 2, above). (ALL)

9.4.4 Sampling events must be coordinated to capture wet-weather events. Expand the subsection to confirm and describe how this will be accomplished. (ALL)

9.4.4.2 Clarify in this subsection that if wet-weather conditions are causing or contributing to non-attainment, existing information will first be used to try to determine which source(s) should be addressed prior to undertaking an additional monitoring and modeling study. (ALL)

Chapter 10

Discussion of public participation. Chapter 10 of the LTCP is devoted to public participation. The LTCP makes it clear that the stakeholders and the general public had multiple opportunities for becoming involved in the LTCP process. However, there does not appear to be a summary of any input that the public had into the process, and how any public input was addressed. Supplement this section to include this public input. (ALL)

Appendix J, Chapter 1

1.3.5.1 Wastewater Treatment Plant Improvements

Provide a thorough analysis of increasing the capacity of the Albany County Sewer District (ACSD) and Rensselaer County Sewer District (RCSD) Wastewater Treatment Plants to handle higher peak wet weather flows because this is one way to reduce the frequency and volume of untreated CSO discharges upstream in the collection system. A justification is required for the cut off point for secondary bypasses and/or a feasible alternatives assessment for the secondary bypasses. Appendix J of the LTCP addresses some WWTP improvements but does not mention anything about expansion of primary or secondary capacity. (ACSD, RCSD)

GENERAL COMMENTS: (ALL)

The Best Management Practices and implementation of the 9 minimum (or 15 minimum as numerated in the conditions in the permits) controls have not been fully developed. Many of the items in the LTCP should have been completed under a fully executed BMP. For example, the Dry Weather Overflows (DWOs) should have been addressed under the BMPs.

The projects identified are expected to meet water quality standards and attain the best usage for the Hudson River in the Albany Pool area. Revise the sequencing of the projects to address projects with the greatest benefit(s) first.

The Proposed Implementation Schedule (Figure 9-3), needs to be modified to group projects into sub-categories that can easily be put into a schedule of compliance/consent order for the individual permits for the communities.

Consideration of sensitive areas. There is no specific discussion of sensitive areas. However, the compliance strategy is based on achieving water quality standards at two potential beach sites during the recreation season. These beach sites could reasonably be assumed to be the sensitive areas of concern. The LTCP should refer to these sites as sensitive areas, and properly address them as such in accordance with the EPA CSO Policy and guidance.

Wet Weather Operational Plan. There is no explicit operation plan included in the LTCP, nor is their explicit discussion of the future operation of the collection system and the WWTPs to manage CSOs or minimize their impacts. The LTCP needs to refer to status of BMP #5 (an approved Wet Weather Operating Plan) for each of the three sewer districts. Additionally, there needs to be an inter-municipal wet weather operating plan for the CSS to control and minimize CSOs.

Justification for “laterally well-mixed” assumption. The Albany Pool LTCP treats the Hudson River as laterally well-mixed in the impact assessment and modeling and asserts that little lateral variation was observed for bacteria concentrations during dry and wet weather (see, for example, Executive Summary subsections 2.1.1.1 and 2.1.1.3 as well as Chapter 2 subsection 2.4.4 and 2.6). Provide additional explanation, analysis and justification of the adequacy of the laterally well-mixed approach for assessing river bacteria compliance.

KEY:

ALB – Albany
COHOES – Cohoes
GI – Green Island
REN – Rensselaer
TROY -- Troy
WAT – Watervliet

ACSD – Albany County Sewer District
RCSD – Rensselaer County Sewer District

Memorandum

DATE: October 13, 2011
FROM: Tim Schmitt, John Marr
PROJECT:
TO: Stan Stephansen, EPA Region 2
CC: Jim Collins, Tetra Tech
SUBJECT: Review of Albany Pool CSO LTCP

Background

As requested by EPA Region 2, LimnoTech has reviewed the Albany Pool CSO Long Term Control Plan (LTCP), dated June 30, 2011, and associated documents, including the SPDES permits for the Albany Pool facilities, EPA's 1994 CSO Control Policy, EPA guidance documents (Guidance for Nine Minimum Controls; Guidance For Long-Term Control Plan; Guidance For Monitoring and Modeling; Guidance: Coordinating Combined Sewer Overflow (CSO) Long-Term Planning with Water Quality Standards Reviews; Guidance for Financial Capability Assessment and Schedule Development; Combined Sewer Overflows Guidance For Funding Options; CSO Post Construction Compliance Monitoring; and LTCP Checklist Evaluation), and the New York State Department of Environmental Conservation Long Term Control Plan Guidance. LimnoTech completed a LTCP Checklist for the Albany Pool CSO Long Term Control Plan, and also developed this document to summarize our findings and recommendations regarding the LTCP.

Synopsis of Review

While the LTCP is comprehensive and includes most of the major elements required of a LTCP, it seems flawed with respect to the basic goal of controlling CSOs. The control strategy discussed in this document focuses on controlling non-CSO sources of bacteria such that CSOs will not preclude attainment of water quality standards in the mainstems of the Hudson or Mohawk Rivers. However, the LTCP will only result in a 25 percent reduction in CSO volume, and will not actually reduce the overall number of CSOs compared to the present. In addition, while the study focuses on attainment of water quality standards in the mainstems of the Hudson and Mohawk Rivers, CSOs also discharge into several tributaries of the Hudson and Mohawk Rivers, and this is not addressed. The document contains little information on how the controls that do focus on CSOs were chosen and what the goals are for CSO control as opposed to the goals for bacteria control). Finally, there is very little information presented regarding the selected control approach and any potentially feasible alternatives to this approach. There is no "knee of the curve" analysis to evaluate the incremental costs of additional CSO controls to determine whether increased control can be achieved at a reasonable cost.

LTCP Review

The remainder of this document discusses the LTCP and its specific elements, and how the LTCP conforms to expectations of the CSO Control Policy, LTCP requirements, and other guidance.

Elements of CSO LTCP

The Albany Pool CSO Long Term Control Plan contains most of the major required elements of a LTCP, including:

- Characterization, monitoring and modeling. The LTCP includes an abundance of information on this aspect of the LTCP. Chapter 2 includes discussions of receiving water monitoring; Chapter 3 discusses CSS mapping; Chapter 4 discusses CSS monitoring; and Chapter 5 discusses CSS, CSO, and receiving water monitoring. Modeling of the receiving waters is critical to predict compliance with water quality standards after implementation of the recommended control program.
- Discussion of public participation. Chapter 10 of the LTCP is devoted to public participation. The LTCP makes it clear that the stakeholders and the general public had multiple opportunities for becoming involved in the LTCP process. However, there does not appear to be a summary of any input that the public had into the process, and how any public input was addressed.
- Consideration of sensitive areas. There is no specific discussion of sensitive areas. However, the compliance strategy is based on achieving water quality standards at two potential beach sites during the recreation season. These beach sites could reasonably be assumed to be the sensitive areas of concern.
- Evaluation of alternatives. Section 7.4 of the LTCP provides a summary of a screening analysis of CSO abatement technologies. The list includes quantity and quality source control measures; collection system controls; CSO storage technologies; and CSO treatment technologies. For each potential individual control option, the LTCP indicates whether that technology should be included as part of the LTCP strategy. The results of this evaluation included: the practice is already being implemented and it should be continued; the practice should be adopted as part of the LTCP; or the practice is “not feasible or appropriate.” However, the LTCP provides no information on the screening process itself or the criteria to determine whether an individual control option should be retained or rejected. Therefore, it is difficult to determine whether the control plan chosen is the best option.
- Cost/performance considerations. Cost for the various projects is provided in Chapter 7 and summarized in Table 7-2. However, these costs are not related to performance. As with the evaluation of alternatives, there is no comparison of different potential control scenarios that would allow the reader to evaluate the tradeoffs in cost versus benefit of individual projects. There is also no “knee of the curve” analysis to show where increased CSO control yields diminishing incremental returns.
- Operational plan. There is no explicit operation plan included in the LTCP, nor is their explicit discussion of the future operation of the collection system and the WWTPs to manage CSOs or minimize their impacts.
- Maximization of treatment at the existing WWTPs. Chapter 6, Wastewater Treatment Plant Wet Weather Capacity Study, summarizes the capacity analysis for each WWTP that is required as part of the SPDES permit. The purpose of the studies was to determine process and hydraulic capacities and to identify cost effective alternatives to increase the

WWTP's ability to handle sustained wet weather flows while complying with the effluent limits specified in the plant's SPDES permits.

- Implementation schedule. Chapter 9 of the LTCP summarizes the proposed implementation schedule for the LTCP. The LTCP proposes an implementation schedule of 15 years for the CSO controls, with the WWTP disinfection projects (which are already required by the WWTP SPDES permits) at the beginning of the schedule. The proposed 15-year schedule is supported by a financial capability analysis, which is summarized in Chapter 8.
- Post construction compliance monitoring program. The LTCP proposes a robust post construction compliance monitoring program that is summarized in Section 7-11. The post construction compliance monitoring program focuses on evaluating the same beach sites monitored during the receiving water monitoring to ensure that water quality standards at sensitive areas are met.

Consistency with NYDEC LTCP Requirements

The Albany Pool LTCP is generally consistent with NYDEC LTCP requirements. The LTCP includes discussions of public participation, CSS characterization (including review of rainfall and CSS records; CSO and water quality monitoring; identification of sensitive areas; and CSS and receiving water monitoring); discussion of CSO control alternatives; evaluation of CSO control alternatives and selection of a strategy; inclusion of a schedule; and inclusion of a post construction compliance monitoring plan. Our review concludes that several of the NYDEC LTCP requirements were not met, including:

- Sufficient information to determine if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Cost/performance curves that demonstrate if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Discussion of a wet weather operating plan.

These specific requirements are also part of EPA's expectations for LTCPs, and so these deficiencies are discussed in other sections within this document.

Receiving Water Quality Assessment and Modeling

Lateral Well Mixed River System: The Albany Pool LTCP treats the Hudson River as laterally well-mixed in the impact assessment and modeling and makes repeated assertions that no significant lateral differences were observed for bacteria concentrations during dry and wet weather. The physical characteristics of the river and CSO discharges and the large apparent differences side to side shown in the 2008-2009 wet weather data (Figures 5-2 to 5-9 of *Receiving Water Quality Assessment*, February 2009) seem to conflict with this important modeling assumption. This particular situation, with surface and near surface CSO discharges to a 1,000-foot-wide river with non-turbulent river flow and negligible sinuosity, disfavors rapid lateral mixing, even with some tidal influence present. In addition, the wet weather fecal coliform and E.coli river data presented in a companion report (*Receiving Water Quality Assessment, Albany Pool Part B Long Term Control Plan*, dated February 2009) exhibit what appear to be significant lateral differences at locations downstream of CSOs - sometimes an order of magnitude and more. The general rule of thumb for determining a river situation to be laterally well mixed for chemical constituents (e.g. dye, salinity, conductivity, etc.) is no more than a 5 or 10 percent difference side-to-side, though the inherent imprecision of bacteria count

measurements warrants a less stringent application. Using laterally averaged forecasts from the one-dimensional river model combined with the 30 day geometric standard could, in LimnoTech's opinion, overestimate bacteria standard compliance along the east and west sides due to discharges from CSOs. Additional analysis and justification therefore should be provided confirming the adequacy of the laterally well-mixed approach for assessing river bacteria compliance. Additional justification could include some combination of the following approaches: detailed statistical and group comparisons of existing coincidental bacteria samples at CSO-impacted transects- especially at peak concentrations; analysis of the lateral homogeneity of available river conductivity and temperature measurements; a dye study during representative wet weather conditions; or river plume modeling of representative CSO discharges during typical wet weather conditions using a generally accepted model like CORMIX or VisualPlumes.

Tributary Impacts: There are several statements in the Albany Pool LTCP that suggest that there are CSO discharges directly into tributaries that each presumably have less dilution and assimilative capacity than the Hudson River. There were no data or evaluations presented of the CSO impacts on the tributaries or CSO controls to achieve compliance with the water quality standards therein. If indeed there are existing CSO discharges to the tributaries, then they should be evaluated and addressed as part of the overall Albany Pool LTCP. Bacteria and perhaps also dissolved oxygen water quality standard compliance might be issues for the tributaries receiving CSO discharges.

CSO Control Strategy

The primary strategy of the plan in the LTCP is to control WWTP and upstream sources of bacteria (both tributary sources and sources to the mainstem of the Hudson River) such that the remaining CSOs do not preclude the attainment of water quality standards in the Hudson River. However, LimnoTech is concerned about several ramifications of this strategy and the details leading to the formation of this strategy. First, this strategy actually has very little focus on CSOs, and instead focuses on other sources of bacteria. In that respect, this is really a watershed bacteria control plan, and not a CSO LTCP. For example, Table 5 in the Executive Summary shows that controls proposed in this LTCP will result in no reduction in the number of CSOs and will capture only about 25 percent additional volume of CSOs versus the current baseline. Table 7-4 lists projects recommended as part of the LTCP. Approximately \$31M are devoted to upgrading the three WWTPs in the Albany Pool system for disinfection and enhanced screening, degritting and settling. According to Section 9.2 of the LTCP, the Albany County Sewer District (ACSD) and Rensselaer County Sewer District (RCSD) SPDES permits include requirements for implementation of seasonal disinfection. ACSD is required to install and commence operation of disinfection facilities at their WWTPs within 30 months of approval of the LTCP, while RCSD is required to complete disinfection facilities by September 2012. Therefore, these facilities would implement seasonal disinfection regardless of the development and implementation of the CSO LTCP. The CSO LTCP also includes \$15.7M in system optimization and BMP implementation; \$32.1M in sewer separation and stormwater storage; \$25.8M in floatables control projects; \$2.8M in tributary enhancements (primarily trackdown of non-CSO bacteria sources); and \$1.5M in "additional poolwide projects," such as a water quality advisory webpage and an asset management plan. The total projected cost of the CSO LTCP is \$109.6M.

Analyzing the percentage of spending on different control types, the primary strategies of adding disinfection at WWTPs and reducing bacteria in tributary streams is approximately 17 percent of the cost of the LTCP (\$18.77M out of \$109.6M). Looking at the costs another way, WWTP and

tributary projects are approximately 31.5 percent of the cost of the LTCP (\$34.5M out of \$109.6M), while 14 percent is devoted to system optimization and BMPs (\$15.7M out of \$109.6M), 23 percent to floatables control (\$25.75M out of \$109.6M), 29 percent to sewer separation and stormwater storage (\$32.1M out of \$109.6M); and a little over one percent (\$1.5M out of \$109.6M) to Additional Pool-Wide Projects. Of these projects, the system optimization and BMPs and sewer separation and stormwater storage projects, which represent 43 percent of the cost of the LTCP, are the most directly applicable to addressing CSO frequency and volume, while the floatables control projects relate more directly to water quality.

Although 43 percent of the cost of the LTCP is devoted to system optimization and BMPs and sewer separation and stormwater storage projects to control CSO frequency and volume, there is almost no detail provided regarding the specifics of these projects. No information is provided on the details of these projects with respect to their impact on individual CSOs, the benefit versus the expense of the project, or how it was determined that this specific suite of projects provided the optimal amount of CSO control for the cost. At several points in the LTCP, the document refers to the increased percent capture of CSO volume that would occur as a result of the LTCP, but nowhere are other potential CSO control alternatives given to allow the reader to determine if the recommended scenario provides the most benefit for the dollars, or if other control alternatives should be explored.

In summary, the Albany Pool LTCP does not provide detailed information on the costs and benefits of individual projects, and so the reader cannot evaluate the potential benefits of projects to CSO controls versus non-CSO controls to determine the specific tradeoffs between reducing CSO impacts versus achieving improved water quality without CSO benefit.

Recommendations

The Albany Pool LTCP is a comprehensive, well-written document that appears to offer a strategy for achieving compliance with bacteria water quality standards at identified sensitive areas. However, the assumptions underlying the modeling of compliance scenarios are based on a well-mixed river system, and this may not be the case. We recommend that the LTCP be updated to provide more evidence that the assumptions of a well-mixed river system are valid.

The LTCP also seems to ignore CSO-related water quality concerns in the tributaries. There is no information on the water quality standards in the tributaries, how CSOs contribute to any impairments in the tributaries, and how this LTCP will achieve water quality standards in the tributaries. We recommend that the LTCP be updated to address these issues.

In addition, the LTCP seems to be more of a watershed-based strategy for achieving water quality standards, rather than a CSO control plan. Most of the plan is devoted to non-CSO controls (e.g., disinfection at WWTPs; control of upstream sources of bacteria), and the plan does not reduce CSO frequency at all, and only reduces overall CSO volume by 25 percent. While the main water quality goal of this document is clear, this goal is not specifically a CSO control goal, and the specific reasoning behind the chosen CSO control approaches is unclear. We recommend that the LTCP be updated to discuss various alternatives for CSO control (not non-CSO control approaches like disinfection at WWTPs), and that the discussion of CSO controls include a clear discussion of the goals of the CSO control program (e.g., reduce number of CSO discharges by X percent and reduce CSO overflow volume by x percent), and provide a “knee of the curve” analysis that shows incremental costs of increased CSO control. This type of discussion and analysis is critical for providing stakeholders with the data they need to help

make informed decisions about the level of CSO control that is technically and financially feasible.

APPENDIX B
CONSENT ORDER COMPLIANCE SCHEDULE

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
Process Improvements at Wastewater Treatment Plants		
RCSD	Primary Sludge Degritting	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
RCSD	Evaluation of Secondary Clarification Improvements	Task Start Date: 6/1/19 Task Completion Date: 6/1/20
BMPs/System Optimization		
Albany Water Board	McCormack Pump Station Upgrades, City of Albany	Construction Completion Date: 9/30/14 Operational Start-Up Date: 9/30/14
Albany Water Board	Sewer Rehabilitation Projects Throughout the City of Albany	Construction Completion Date: 12/15/13 Operational Start-Up Date: 12/15/13
APCs	Remove Schyler Overflow, City of Albany	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Remove Liberty Overflow, City of Albany	Completed Plans & Specifications: 10/1/25 NTP to Construction: 4/1/26 Construction Completion Date: 12/15/26 Operational Start-Up Date: 12/15/26
APCs	Modify Bouck Regulator, City of Albany	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Improvements at up to Eleven Regulators, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Swan Street and Hamilton Street Regulator Improvements, Village of Green Island	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Improvements at Five Regulators, City of Watervliet	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
City of Rensselaer	Partition Street Trunk Sewer Evaluation, City of Rensselaer	Task Start Date: 9/1/13 Task Completion Date: 3/1/14
RCSD	Upgrade Pump Stations Located in Rensselaer	Completed Plans & Specifications: 3/1/14 NTP to Construction: 7/1/14 Construction Completion Date: 4/15/15 Operational Start-Up Date: 4/15/15
RCSD	Upgrade Pump Stations Located in Troy	Completed Plans & Specifications: 9/1/14 NTP to Construction: 3/1/15 Construction Completion Date: 4/1/16 Operational Start-Up Date: 4/1/16
RCSD	Regulator Capacity Improvements	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
APCs	Outside Community Metering	Completed Plans & Specifications: 10/1/17 Construction Start Date: 4/1/18 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
APCs	18th Street and Avenue A Weir Improvements, City of Watervliet	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
Sewer Separation/Stormwater Storage		
APCs	Marietta Place Stormwater Storage Facility, City of Albany	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
APCs	Mereline Combined Sewage Storage, City of Albany	Completed Plans & Specifications: 10/1/18 NTP to Construction: 4/1/19 Construction Completion Date: 12/15/20 Operational Start-Up Date: 12/15/20
APCs	Upper Washington Avenue Groundwater Recharge, City of Albany	Completed Plans & Specifications: 2/15/14 NTP to Construction: 8/15/14 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15
APCs	Melrose/Winthrop Groundwater Recharge Basins, City of Albany	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
APCs	Vliet Street Sewer Rehabilitation, Replacement and Separation, City of Cohoes	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/23 Operational Start-Up Date: 12/15/23
APCs	Manor Avenue Sewer Rehabilitation, Replacement and Separation, City of Cohoes	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Columbia Street Phase II Separation, City of Cohoes	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/22 Operational Start-Up Date: 12/15/22
APCs	George Street Sewer Separation, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Middle Vliet Street Sewer Separation, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Partition Street/Broadway Sewer and Drain Improvements, City of Rensselaer	Completed Plans & Specifications: 3/1/14 NTP to Construction: 9/1/14 Construction Completion Date: 12/31/15 Operational Start-Up Date: 12/31/15

Albany Pool CSO LTCP

Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
APCs	123rd Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/18 NTP to Construction: 4/1/19 Construction Completion Date: 12/15/20 Operational Start-Up Date: 12/15/20
APCs	Van Buren Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/22 NTP to Construction: 4/1/23 Construction Completion Date: 12/15/24 Operational Start-Up Date: 12/15/24
APCs	Polk Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/22 Operational Start-Up Date: 12/15/22
APCs	Hoosick Street Storm Sewer Extension, City of Troy	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
Green Infrastructure Program		
APCs	Performance of a Codes and Local Law Review	Task Start Date: 8/1/15 Task Completion Date: 8/1/16
APCs	Green Infrastructure Technical Design Guidance	Task Start Date: 8/1/15 Task Completion Date: 8/1/17
APCs	Documentation/Reporting of New Public and Private Green Projects	Task Start Date: 8/1/14 Task Completion Date: 3/1/19
APCs	Completion of a Feasibility Assessment for a "Green Infrastructure Banking System"	Task Start Date: 8/1/15 Task Completion Date: 8/1/17
APCs	Quail Street Green Infrastructure Project, City of Albany	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
APCs	North Swan Street Park Revitalization, City of Albany	Completed Plans & Specifications: 12/15/13 NTP to Construction: 6/15/14 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15
APCs	Route 32 Green Street Project, City of Watervliet	Completed Plans & Specifications: 10/1/15 NTP to Construction: 4/1/16 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Monument Square Green Infrastructure Project, City of Troy	Completed Plans & Specifications: 10/1/15 NTP to Construction: 4/1/16 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
Village of Green Island	Albany Avenue Green Street Project, Village of Green Island	Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
Satellite Treatment and/or Floatables Control Facilities		
APCs	"Big C" Disinfection and Floatables Control Facility, City of Albany	Begin Preliminary Design Report: 8/1/15 Completed Preliminary Design Report: 8/1/16 Begin SEQR & Eminent Domain Process: 2/1/17 Completed SEQR & Eminent Domain Process: 2/1/21 Begin Final Design: 12/15/18 Completed Plans & Specifications: 10/1/20 NTP to Construction: 4/1/21 Construction Completion Date: 12/15/22 Operational Start-Up Date: 5/1/23
APCs	Floatables Control Facility for CSO 026 Outfall (Regulators Maiden, Stuben and Orange), City of Albany	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/19 Operational Start-Up Date: 12/15/19
APCs	Floatables Control Facility for CSO 030 Outfall (Regulators Quackenbush, Jackson and Livingston), City of Albany	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/19 Operational Start-Up Date: 12/15/19
APCs	"Little C" Floatables Control Facility, City of Cohoes	Completed Plans & Specifications: 10/1/24 NTP to Construction: 4/1/25 Construction Completion Date: 12/15/26 Operational Start-Up Date: 12/15/26
Tributary Enhancements		
APCs	Investigate Non-CSO Bacteria Sources Along Mill Creek, Poesten Kill, and Wynants Kill	Task Start Date: 4/1/16 Task Completed Date: 12/15/17
APCs	Cross Street Sewer Outfall Repairs and/or Replacment, City of Troy	Completed Plans & Specifications: 4/1/14 NTP to Construction: 8/1/14 Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14
City of Troy	Cross Street Trunk Sewer Rehabilitation Phase I, City of Troy	Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14
APCs	Cross Street Trunk Sewer Rehabilitation Phase II, City of Troy	Completed Plans & Specifications: 10/1/24 NTP to Construction: 4/1/25 Construction Completion Date: 12/15/25 Operational Start-Up Date: 12/15/25
Additional Pool-Wide Projects		
APCs	Discharge Notification System for Albany Pool CSOs	Task Start Date: 12/1/13 Task Completion Date: 12/1/14
APCs	Hudson River Water Quality Public Advisory	Task Start Date: 4/1/18 Task Completion Date: 4/1/19
APCs	Development of the Post-Construction Monitoring Program	Task Start Date: 4/1/14 Task Completion Date: 10/1/14
APCs	Implementation of the Post-Construction Monitoring Program	Task Start Date: 5/1/15 Task Completion Date: 10/1/27
APCs	Execution of IMA(s) in compliance with Section V(C) of the Order on Consent	Task Start Date: Effective Date of the Order on Consent Task Completion Date: 15 Months after the Effective Date of the Order on Consent
Albany Water Board, Cohoes, Watervliet, Green Island	Sewer System Operations, Maintenance and Inspection Plans	Task Start Date: 4/1/14 Task Completion Date: 12/1/15
Albany Water Board, Cohoes, Watervliet, Green Island	Asset Management Plans	Task Start Date: 4/1/15 Task Completion Date: 12/1/17

APPENDIX C
LTCP APPROVAL LETTER

New York State Department of Environmental Conservation

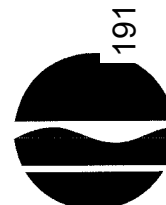
Division of Water,

Bureau of Water Permits, 4th Floor

625 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

Website: www.dec.ny.gov



Joe Martens
Commissioner

January 15, 2014

Mr. Anthony J. Ferrara
Albany Water Board
City of Albany
15 Erie Boulevard
Albany, NY 12204
bellm@ci.a.bany.ny.us

Mr. Gary Nathan, P.E.
City Engineer
City of Cohoes, City Hall
97 Mohawk Street
Cohoes, NY 12047
gnathan@ci.cohoes.ny.us

Mr. Sean Ward
Village of Green Island
20 Clinton Street
Green Island, NY 12183
seanw@villageofgreenisland.com

Mike Brown
City of Rensselaer
62 Washington Street
Rensselaer, NY 12214
mike.brown@rensselaerny.gov

Mr. Chris Wheland, Supt of
Public Utilities
City of Troy Public Utilities
25 Water Plant Road
Troy, NY 12182
Chris.wheland@troyny.gov

Mr. David Dressel
City of Watervliet, City Hall
Watervliet, NY 12182
ddressel@watervliet.com

Mr. Richard Lyons
Executive Director
Albany County Sewer District
P.O. Box 4187
Albany, NY 12204
Richard.lyons@albanycounty.com

Mr. Gerard Moscinski, P.E.
Administrative Director
Rensselaer County Sewer Dist
1600 7th Avenue
Troy, NY 12180
GMoscinski@rensco.com

Mr. Rocco Ferraro
Executive Director
CDRPC
One Park Place
Albany, NY 12205
rocky@cdrpc.org

Re: Albany Pool Long Term Control Plan, as revised September 2013
SPDES Permit No. NY-002 5747 (City of Albany)
SPDES Permit No. NY-002 6026 (City of Rensselaer)
SPDES Permit No. NY-009 9309 (City of Troy)
SPDES Permit No. NY-003 0899 (City of Watervliet)
SPDES Permit No. NY-003 1046 (City of Cohoes)
SPDES Permit No. NY-003 3031 (Village of Green Island)
Order on Consent # CO 4-20120911-01

To the above-listed addressees:

The New York State Department of Environmental Conservation (NYSDEC) has reviewed your September 2013 Long Term Control Plan ("LTCP") Supplement that addressed the NYSDEC December 2012 comments on the draft LTCP dated June 30, 2011. The Supplement was

thereafter replaced with a document entitled, "October 2013 Albany Pool CSO Long Term Control Plan Supplemental Documentation." The proposed 2011 LTCP and its October 2013 Supplement are hereby approved as the Albany Pool LTCP.

The term "Albany Pool" refers to six communities (the cities of Albany, Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island) that own or operate Combined Sewer Overflow ("CSOs") outfalls in the local reach of the Hudson River. The Albany Pool LTCP was prepared by the six Albany Pool Communities as well as the two above-listed county sewer districts under the project management and coordination of the Capital District Regional Planning Commission. NYSDEC evaluated the draft LTCP and Supplements under the standards of Section 402(q)(1) of the Clean Water Act and the specific terms of the New York State Pollutant Discharge Elimination System ("SPDES") permits that cover the Albany Pool communities and the two county sewer districts. To be approvable, the draft LTCP and Supplement also had to meet the U.S. Environmental Protection Agency ("USEPA") Combined Sewer Overflow Control Policy, enacted as federal law at Federal Register Volume 59, Number 75, pages 18688-18698 ("USEPA Policy").

The approved Albany Pool LTCP includes the following documents:

1. The June 30, 2011 Albany Pool CSO LTCP, including its appendices:
 - a. Appendix A - Receiving Water Quality Sampling Plan
 - b. Appendix B - Receiving Water Quality Report (2008 Sampling)
 - c. Appendix C - Albany Pool Tributary Water Quality Assessment Report (2009 Sampling)
 - d. Appendix D - DO Correspondence from DEC dated April 13, 2010
 - e. Appendix E - Combined Sewer System Monitoring Plan
 - f. Appendix F - Combined Sewer System Modeling Work Plan
 - g. Appendix G - CSO Model Development and Baseline Conditions Report
 - h. Appendix H - Receiving Water Quality Model Development Report
 - i. Appendix I - WWTP Wet Weather Capacity Study
 - j. Appendix J - Development and Evaluation of CSO Control Alternatives Report
 - k. Appendix K - Financial Capability Assessment
 - l. Appendix L - CAC Meeting Presentations
 - m. Appendix M - Public Meeting Presentations; and
2. The October 2013 Supplemental Documentation to the Albany Pool CSO LTCP, including its appendices:
 - a. Appendix N - Response to Comments
 - b. Appendix O - Program Definition
 - c. Appendix P - Program Implementation Schedule

In accordance with the terms of the above-referenced fully-executed Order on Consent, the approved Albany Pool LTCP is incorporated into and made an enforceable part of the Order on

Consent. Please ensure all staff and contractors working on the LTCP are fully familiar with the terms, deadlines, and requirements of the LTCP and the Order on Consent.

Paul Kolakowski, P.E., Project Engineer, has been assigned the Department's project manager for the implementation of the approved LTCP. Please contact Mr. Kolakowski at (518)402-8104 if you have any questions. Any questions about the Order on Consent should be directed to Carol Conyers, Esq. at (518) 402-9512.

Sincerely,



Koon Tang, P.E.

Director, Bureau of Water Permits

ec: Project Coordinator, Albany Pool LTCP Project
CDRPC, One Park Place, Albany, NY 12205
c/o rocky@cdrpc.org

Richard S. Davis, Esq., Principal
Beveridge & Diamond, P.C.
1350 I Street, NW Suite 700, Washington, DC 20005
RDavis@bdlaw.com

Appendix B

List of Agreements, Ordinances, and Other Instruments Enabling the District to Control Discharges to its Facilities

1. Albany County Sewer District Agreement with the City of Albany, executed December 3, 1970
2. Albany County Sewer District Agreement with the City of Cohoes, executed 12/28/1970
3. Albany County Sewer District Agreement with the City of Watervliet, executed 9/14/1970
4. Albany County Sewer District Agreement with the Town of Colonie, executed 8/4/1970
5. Albany County Sewer District Agreement with the Town of Guilderland, executed 8/17/1970
6. Albany County Sewer District Agreement with the Village of Colonie, executed 8/4/1970
7. Albany County Sewer District Agreement with the Village of Green Island, executed 4/15/1971
8. Albany County Sewer District Agreement with the Village of Menands, executed 8/4/1970
9. Albany County Sewer District Local Law F, 2008

Appendix C

[Responsibility Matrix]

CSO LTCP Matrix Of Responsibility

Unique Identifier	Project Name	Project Type	Responsible Party (Order & LTCP)	Project Location	CSO Outfall No.	Operation	Own	Maintain
APW-01	Discharge Notification System for Albany Pool CSOs	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-02	Execution of IMA(s) in compliance with Section V(C) of the Order on Consent	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-03	Development of the Post-Construction Monitoring Program (PCMP)	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-04	Sewer System Operations Maintenance and Inspection Plans	Additional Pool-Wide Projects	Albany Water Board, Cohoes, Watervliet, Green Island	N/A	All outfalls	N/A	N/A	N/A
APW-05	Asset Management Plans	Additional Pool-Wide Projects	Albany Water Board, Cohoes, Watervliet, Green Island	N/A	All outfalls	N/A	N/A	N/A
APW-06	Implementation of the Post-Construction Monitoring Program	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-07	Hudson River Water Quality Public Advisory	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
BMP-01	Sewer Rehabilitation Projects	BMPs/System Optimization	Albany Water Board	Albany	A-016, A-012	AWB	AWB	AWB
BMP-02	McCormack Pump Station Upgrades	BMPs/System Optimization	Albany Water Board	Albany	A-016	AWB	AWB	AWB
BMP-03	Upgrade Pump Stations Located in Rensselaer	BMPs/System Optimization	RCSD	Rensselaer	R-002 to 010 (once regulators are opened)	RCSD	RCSD	RCSD
BMP-04	Regulator Capacity Improvements	BMPs/System Optimization	RCSD	Rensselaer County	T-001 to 043, 046A, 046B, 047, R-002, 003, 006, 010	RCSD	RCSD	RCSD
BMP-05	Upgrade Pump Stations Located in Troy	BMPs/System Optimization	RCSD	Troy	T-002 to 044	RCSD	RCSD	RCSD
BMP-06	18th St. and Ave. A Weir Improvements	BMPs/System Optimization	APCs	Watervliet	W-005	Watervliet	Watervliet	Watervliet
BMP-07	Improvements at Five Regulators	BMPs/System Optimization	APCs	Watervliet	W-001 to 004, 006	ACSD / Watervliet	Watervliet	ACSD / Watervliet
BMP-08	Improvements at up to Eleven Regulators	BMPs/System Optimization	APCs	Cohoes	C-001 to 007, 010 to 012, 015	ACSD / Cohoes	Cohoes	ACSD / Cohoes
BMP-09	Swan St. and Hamilton St. Regulator Improvements	BMPs/System Optimization	APCs	Green Island	GI-002, 003	ACSD/ Green Island	Green Island	ACSD/ Green Island
BMP-10	Outside Community Metering	BMPs/System Optimization	APCs	Troy	T-001, 024, 045	Troy	Troy	Troy
BMP-11	Remove Liberty Overflow	BMPs/System Optimization	APCs	Albany	A-022	AWB	AWB	AWB
BMP-12	Modify Bouck Regulator	BMPs/System Optimization	APCs	Albany	A-013	AWB	AWB	AWB
BMP-13	Remove Schuyler Overflow	BMPs/System Optimization	APCs	Albany	A-015	AWB	AWB	AWB
BMP-14	Partition St. Trunk Sewer Evaluation	BMPs/System Optimization	Rensselaer	Rensselaer	R-006	Rensselaer	Rensselaer	Rensselaer
GI-01	Albany Ave. Green St. Project	Green Infrastructure Program	Green Island	Green Island	GI-004	APCs - GI only	Green Island	APCs - GI only
GI-02	North Swan St. Park Revitalization	Green Infrastructure Program	APCs	Albany	A-030	APCs - GI only	AWB	APCs - GI only
GI-03	Quail St. Green Infrastructure Project	Green Infrastructure Program	APCs	Albany	A-016	APCs - GI only	AWB	APCs - GI only
GI-04	Monument Square Green Infrastructure Project	Green Infrastructure Program	APCs	Troy	T-030	APCs - GI only	Troy	APCs - GI only
GI-05	Route 32 Green St. Project	Green Infrastructure Program	APCs	Watervliet	Potential CSO's effected, W-001 to 004	APCs - GI only	Watervliet	APCs - GI only
GI-06	Documentation/Reporting of New Public and Private Green Projects	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-07	Performance of a Codes and Local Law Review	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-08	Completion of a Feasibility Assessment for a "Green Infrastructure Banking System"	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-09	Green Infrastructure Technical Design Guidance	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
PIW-01	Primary Sludge Degritting	Process Improvements at Wastewater Treatment Plants	RCSD	Rensselaer County	N/A	RCSD	RCSD	RCSD
PIW-02	Evaluation of Secondary Clarification Improvements	Process Improvements at Wastewater Treatment Plants	RCSD	Rensselaer County	N/A	RCSD	RCSD	RCSD
SSS-01	Upper Washington Ave. Groundwater Recharge	Sewer Separation/Stormwater Storage	APCs	Albany	A-016	AWB	AWB	AWB
SSS-02	Partition St./Broadway Sewer and Drain Improvements	Sewer Separation/Stormwater Storage	APCs	Rensselaer	R-006	Rensselaer	Rensselaer	Rensselaer
SSS-03	Melrose/Winthrop Groundwater Recharge Basins	Sewer Separation/Stormwater Storage	APCs	Albany	A-016	AWB	AWB	AWB

Unique Identifier	Project Name	Project Type	Responsible Party (Order & LTCP)	Project Location	CSO Outfall No.	Operation	Own	Maintain
SSS-04	George St. Sewer Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-008, 015	Cohoes	Cohoes	Cohoes
SSS-05	Middle Vliet St. Sewer Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
SSS-06	Marietta Place Stormwater Storage Facility	Sewer Separation/Stormwater Storage	APCs	Albany	A-013	AWB	AWB	AWB
SSS-07	Hoosick St. Storm Sewer Extension	Sewer Separation/Stormwater Storage	APCs	Troy	T-024	Troy	Troy	Troy
SSS-08	123rd St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-002	Troy	Troy	Troy
SSS-09	Mereline Combined Sewage Storage	Sewer Separation/Stormwater Storage	APCs	Albany	A-013	AWB	AWB	AWB
SSS-10	Columbia St. Phase II Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-008, 015	Cohoes	Cohoes	Cohoes
SSS-11	Polk St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-044	Troy	Troy	Troy
SSS-12	Vliet St. Sewer Rehabilitation Replacement & Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
SSS-13	Van Buren St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-041	Troy	Troy	Troy
SSS-14	Manor Ave. Sewer Rehabilitation Replacement & Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
STCF-01	Floatables Control Facility for CSO 026 Outfall (Regulators Maiden Stuben and Orange)	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-026	APCs	AWB	APCs
STCF-02	Floatables Control Facility for CSO 030 Outfall (Regulators Quackenbush Jackson and Livingston)	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-030	APCs	AWB	APCs
STCF-03	"Big C" Disinfection and Floatables Control Facility	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-016	APCs	AWB	APCs
STCF-04	"Little C" Floatables Control Facility	Satellite Treatment and/or Floatables Control Facilities	APCs	Cohoes	C-008, 015	APCs	Cohoes	APCs
TE-01	Cross St. Sewer Outfall Repairs and/or Replacement	Tributary Enhancements	APCs	Troy	T-045	Troy	Troy	Troy
TE-02	Cross St. Trunk Sewer Rehabilitation Phase I	Tributary Enhancements	Troy	Troy	T-045	Troy	Troy	Troy
TE-03	Cross St. Trunk Sewer Rehabilitation Phase II	Tributary Enhancements	APCs	Troy	T-045	Troy	Troy	Troy
TE-04	Investigate Non-CSO Bacteria Sources Along Mill Creek Poesten Kill & Wynants Kill	Tributary Enhancements	APCs	Rensselaer County	N/A	N/A	N/A	N/A
TE-05	Cross Street Sewer Outfall Evaluation	Tributary Enhancements	Troy	Troy	T-045	Troy	Troy	Troy



Legislation Text

File #: TMP-1636, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting approval to renew the Inter-Municipal Agreement for the Albany Pool Combined Sewer Overflow Long Term Control Plan.

Date: 5/5/2020
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-598-9588
Department Rep.
Attending Meeting: Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) Renewal of existing IMA

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) IMA Renewal

Contract Terms/Conditions:

Party (Name/address):
Multiple

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

Amount/Raise Schedule/Fee: N/A
Scope of Services: Mandated by NYS DEC pursuant to the Combined Sewer Overflow CSO Long Term Control Plan (LTCP) order on consent the Inter-municipal agreements IMA between sewer districts and the six (6) CSO communities.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: NYDEC

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line:

NA

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

NA

Appropriation Amount:

NA

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

April 15, 2020 to April 14, 2025

Length of Contract:

Five years

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Resolution 7 of 2015

Date of Adoption:

2/10/15

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting legislative approval to renew the District Inter-Municipal Agreement (IMA) for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan (LTCP). The District IMA is required by the executed order on consent with NYSDEC dated January 15, 2014. The District IMA along with the community IMA's will facilitate the cooperative control of CSO discharges from the communities' inter-municipal combined sewer systems and the implementation of the approved LTCP. The "Albany Pool" Communities include the cities of Albany, Cohoes, Watervliet and the Village of Green Island who are also members of the Sewer District and the cities of Troy and Rensselaer. The Rensselaer County Sewer District is also required to execute a "District IMA".

The Capital District Regional Planning Commission ("CDRPC") has represented the Albany Pool CSO / LCP project as managers and legal consultants have drafted the District IMA that was presented and approved by NYSDEC. The Albany County Department of Law has also reviewed the original IMA and approved the form and content of the District IMA.

The IMA renewal will be for a five (5) year term that is set to run from April 15, 2020 to April 14, 2025. A copy of the existing District IMA is enclosed with this submission

RESOLUTION NO. 7

AUTHORIZING AN AGREEMENT REGARDING THE ALBANY POOL COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN

Introduced: 2/9/15

By Law Committee and Ms. McKnight:

WHEREAS, The Albany County Sewer District requested authorization to enter into an Inter-Municipal agreement for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet (“Albany Pool Communities”), and

WHEREAS, The agreement will facilitate the cooperative control of combined sewer overflow discharges from the communities’ inter-municipal combined sewer systems and implementations of the approved long term control plan, and

WHEREAS, This Honorable Body passed Resolution No. 468 for 2013 which authorized the execution of a NYS Department of Environmental Conservation order on consent to finalize terms, conditions and schedule of the Albany Pool Combined Sewer Overflow Long Term Control Plan, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet regarding the Combined Sewer Overflow Long Term Control Plan, and, be it further

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

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

Adopted by unanimous vote. 2/10/15



A collaboration between the cities of Albany, Cohoes, Troy, Watervliet & Rensselaer and the Village of Green Island

C/O Capital District Regional Planning Commission
One Park Place, Suite 102 | Albany, New York 12205
(518) 453-0850
www.albanypoolcso.org

Officers

President

William Simcoe, P.E.

Vice President

Gerard Moscinski,
P.E.

Secretary

Jeremy Smith

Treasurer

Tom Dufresne

Board Members

Charles Houghton, III
Hon. Patrick Madden
Hon. Shawn Morse
Hon. Michael
Manning
Hon. Richard
Mooney
Hon. Ellen McNulty-
Ryan

Designees

William Simcoe, P.E.
Garry Nathan, P.E.
Sean E. Ward
William Smart, P.E.
Jeremy Smith
Chris Wheland

January 9, 2020

Re: Albany Pool Communities District IMA Renewal

Board Members of the Corporation,

The City of Albany, by the Albany Water Board, the City of Cohoes, the Village of Green Island, the City of Troy and The City of Rensselaer collectively make up the "Albany Pool Communities."

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC").

The Albany Pool Communities, the Albany County Sewer District, the Rensselaer County Sewer District ("District") and NYSDEC entered an administrative Order on Consent dated January 15, 2014 ("Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order. The Albany Pool Communities entered into an Inter-Municipal Agreement dated February 25, 2015, providing for their cooperation in implementing the LTCP.

On April 15, 2015, The Albany Pool Communities and each of the two Districts entered into Agreements pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP. On the ground the fruit of this relationship is the Districts involvement in program administration, partnership on projects including regulator retrofits and the water quality sampling program.

Per SECTION 4.4. of each of the District IMAs, the term of the Agreements commenced as of April 14, 2015 and continues for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. The initial term of this Agreement continued through **April 14, 2020**. The Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties.

On January 9, 2020, the Albany CSO Pool Communities Corporation Board, made up of representatives of each of the Pool Communities, passed a resolution accepting the language of the IMA renewal mechanism.

The enclosed IMA renewal mechanisms should be executed by each of the parties on or prior to April 14, 2020. This will to maintain compliance with the Order on Consent, and to enable the communities and districts to continue to work together in the advancement of LTCP projects.

Best,

A handwritten signature in blue ink, appearing to read "Martin Daley", with a long, sweeping horizontal line extending to the right.

Martin Daley

Director of Water Quality Programs/ Albany Pool Communities CSO LTCP Program Manger

Encl.

RENEWAL OF INTER-MUNICIPAL AGREEMENT
Combined Sewer Overflow
Long Term Control Plan
Inter-Municipal Agreement
Albany Pool Communities & Albany County Water Purification District

WHEREAS, the CITY OF ALBANY, by the ALBANY WATER BOARD ("Albany"), the CITY OF COHOES ("Cohoes"), the VILLAGE OF GREEN ISLAND ("Green Island"), the CITY OF TROY ("Troy"), the CITY OF RENSSELAER ("Rensselaer"), the CITY OF WATERVLIET ("Watervliet") (collectively, the "Albany Pool Communities") and the ALBANY COUNTY SEWER DISTRICT entered into an Inter-Municipal Agreement ("Agreement"), dated April 14, 2015; and

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements; and

WHEREAS, the term of the Agreement continued through April 14, 2020 and the agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties; and

WHEREAS, the Albany County Sewer District changed its name in 2018 to the Albany County Water Purification District ("District"); and

WHEREAS, the Albany Pool Communities and the District wish to renew the Agreement, in order to allow the communities and the District to continue to implement the LTCP and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP.

NOW, THEREFORE, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree to hereby agree to renew the term of agreement for five years commencing April 14, 2020 and expiring on April 14, 2025.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: _____

Printed Name: _____

Title: _____

CITY OF RENSSELAER

By: _____

Printed Name: _____

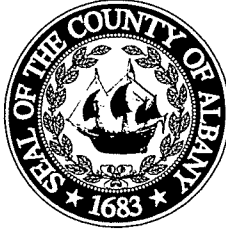
Title: _____

ALBANY COUNTY WATER PURIFICATION DISTRICT

By: _____

Printed Name: _____

Title: _____



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 5, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: 2020 EFC Grant Application - Regional Anaerobic Digester Project
Water Infrastructure Improvement Act (WIIA) Grant Application**

Dear Mr. Joyce,

The Water Purification District (District) is requesting legislative approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC). The WIIA grant would be specific for the Regional Anaerobic Digester Project. Recently the project's total capital expenditure was increased from \$48.5 to \$56 million to allow for an additional sludge drying process that is anticipated to mitigate long term sludge disposal costs.

For projects above \$50 million, EFC offers WIIA grants up to a maximum limit of \$12.5 million, as compared to project under \$50 million that are only qualified to receive up to \$5 million. In 2019, EFC recognized the importance of Digester project and awarded the County a \$5 million WIIA grant which was the maximum grant allowed for our category. Although we will have to relinquish the grant award from last year we feel that EFC will continue to look favorably on the project for this year's application cycle. Both the joint IMA Board and the District Board have approved of our reapplication for the WIIA grant in the hopes of qualifying for the larger program limit of \$12.5 million, which would offset the additional project cost increase.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director



Legislation Text

File #: TMP-1638, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC).

Date: 5/5/2020
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-477-1624
Department Rep.
Attending Meeting: Angelo Gaudio

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Choose an item.

Submission Date Deadline 9/11/2020

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Environmental Facilities Corporation (EFC)
625 Broadway # 7
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Construction of the Regional Anaerobic Digester Project

Bond Res. No.: 153
Date of Adoption: 3/24/20

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting legislative approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC). The WIIA grant would be specific for the Regional Anaerobic Digester Project. Recently the project's total capital expenditure was increased from \$48.5 to \$56 million to allow for an additional sludge drying process that is anticipated to mitigate long term sludge disposal costs.

For projects above \$50 million, EFC offers WIIA grants up to a maximum limit of \$12.5 million; as compared to project under \$50 million that are only qualified to receive up to \$5 million. In 2019, EFC recognized the importance of Digester project and awarded the County a \$5 million WIIA grant which was the maximum grant allowed for our category. Although we will have to relinquish the grant award from last year we feel that EFC will continue to look favorably on the project for this year's application cycle. Both the joint IMA Board and the District Board have approved of our reapplication for the WIIA grant in the hopes of qualifying for the larger program limit of \$12.5 million, which would offset the additional project cost increase.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 12, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval of a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231. With both parties agreeing to the renewal, this will be the first of a possible two (2) one year renewal option.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1530, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Paint Striping Contract Renewal

Date: February 14, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

210

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Atlantic Pavement Marking Inc.

15 Industrial Rd.

Prospect, CT 06712

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$183,770.40

Scope of Services: Paint Striping of County Roadways

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Click or tap here to enter text.

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

D95020.44004

Appropriation Amount:

\$183,770.40

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100%

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

7/1/2020-6/30/2021

Length of Contract:

One Year - First of Two One Year Renewals

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval of a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231. With both parties agreeing to the renewal, this will be the first of a possible two (2) one year renewal option.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS

PURSUANT TO RESOLUTION NO. 231 FOR 2019, ADOPTED JUNE 10, 2019

This Agreement is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal office and place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and Atlantic Pavement Marking Inc., a Connecticut corporation registered to do business in New York State, with a principal office and place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor").

WHEREAS, the County has issued a request for bids for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said project to be administered by the Albany County Department of Public Works (hereinafter called "DPW") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid dated May 2, 2019, providing for the aforesaid highway construction services (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the bid of the Contractor to provide the aforesaid highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this Agreement by Resolution No. 231 for 2019, adopted June 10, 2019; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB (including, but not limited to, the Project Manual), which is incorporated by reference and made a part hereof; the Bonds (i.e.: the Performance Bond and the Labor and Materials Bond) which is incorporated by reference and made a part hereof; the Bid, which is incorporated by reference and made a part hereof; (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Performance Bond; 4) the Labor and Materials Bond; and 5) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required,

and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

Striping of County Highways
(Project No: 19-C547)
(Bid #2019-055)

(hereinafter called the "project"), in accordance with the provisions contained in the RFB, including, but not limited to, the Technical Specifications contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes: Painting Traffic Lines and/or Symbols on various Albany County Highways as directed by the Albany County Department of Public Works.

The project is also referred to by DPW as Project No. 19-C547. The project has been designed by the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, New York 12186, telephone number (518) 765-2786 (hereinafter called the "Engineer") who has or assume all duties, responsibilities, rights and authority assigned to the Engineer in the contract documents.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

- 3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the Engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
- 3.3 In addition to those referred to in paragraph 3.2, *supra*, Contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.
- 3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
- 3.5 Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the Engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

- 4.1 The term of the Agreement shall be for the period of one (1) year from the date of execution by the parties through October 31, 2019. Prices shall remain firm for the entire contract period.
- 4.2 At the end of the initial one (1) 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.

ARTICLE 5. FEES; PAYMENT SCHEDULE

- 5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00). More specifically, the Contractor agrees to accept the unit prices bid set forth in its bid times the actual number of units used as full compensation, including an additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.
 - 5.1.1 The unit prices shall be as stated in the Bid at pages BF-3 – BF-5, copies of which are attached hereto as Schedule A and made a part hereof.
- 5.2 The final contract price shall be the amount obtained from the summation of the products of the quantities of work as done multiplied by the unit prices bid.
- 5.3 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DPW. Applications for Payment will be initially processed by the Engineer. Upon approval by the Engineer and DPW's satisfaction with the services presented for payment, and upon the Commissioner of DPW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.
- 5.4 Prior to completion, progress payments for work satisfactorily performed will be in an amount equal to:

100% of the work completed, computed as the number of units completed, multiplied by the unit price bid, less retainage of 5% (until substantial completion), less all previous billings.
- 5.5 Upon completion, retainage may be reduced to 2% of contract price. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit fully-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.
- 5.6 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.
- 5.7 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative,

shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

- 6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.
- 6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the RFB and which previously have been approved by owner for such payment.
- 6.3 Any claims, liens and judgments referred to in this section shall pertain to the Project and shall be filed in accordance with the terms of the Agreement and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- 7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor's work completed or the material supplier's material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitably discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier from the County's payments to the Contractor for the remaining amounts of contract price as provided in Article 5, *supra*.
- 7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 5, *supra*, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.
- 7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.

- 7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any Contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

- 8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.
- 8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law, before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the Contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the Contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

- 9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule B, attached hereto and made a part hereof, and/or the kinds and in the amounts provided in Section 19: Insurance Requirements set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.
- 9.2 No work shall be commenced under this Agreement until the Contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- 9.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor making or performing said Agreement shall compensation

for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and this Agreement.

- 9.4 In addition to the insurance requirements described in Paragraphs 9.1 through 9.3, the Contractor shall provide the County with a Performance Bond and a Labor and Materials Bond for the project each in the dollar amount bid by the Contractor.

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this Project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the Contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

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

ARTICLE 14. COOPERATION

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

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

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 subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [D] for 1993, in that said Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of 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. [D] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 17. AVAILABLE DATA

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

ARTICLE 18. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the previous consent in writing of the County.

ARTICLE 19. RELATIONSHIP

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

ARTICLE 20. INDEMNIFICATION

20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.

20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.

20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. 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. 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 made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS

This Agreement shall be governed by and construed according to the laws of the State of New York. Venue for any dispute under this Agreement shall be Albany County.

ARTICLE 24. REMEDY FOR BREACH

In the event of a breach by the Contractor, the 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.

ARTICLE 25. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the covenants and agreements hereunder or any of them and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly

according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003 and Resolution No. 251a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the N.Y. Labor Law, contractors and subcontractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000.00 or more shall have in place agreements providing appropriate apprenticeship 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.

ARTICLE 29. EXECUTION OF DOCUMENTS

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

ARTICLE 30. PARTIAL INVALIDITY

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

ARTICLE 31. NOTICES

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

ARTICLE 32. HEADINGS --CONSTRUCTION

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

ARTICLE 33. STORMWATER MANAGEMENT PROGRAM

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

ARTICLE 34. MISCELLANEOUS PROVISIONS

- 34.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures of the County.
- 34.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 34.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 34.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 34.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 34.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

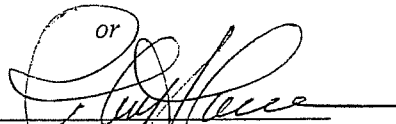
COUNTY OF ALBANY

DATED: _____

7/23/19

BY: _____

Daniel P. McCoy
County Executive

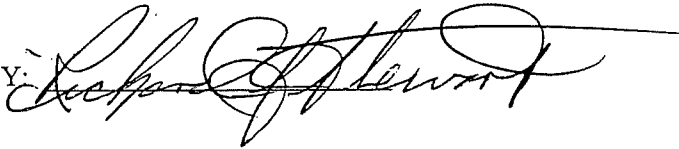
or

Philip F. Calderone
Deputy County Executive

ATLANTIC PAVEMENT MARKING, INC.

DATED: _____

7/10/19

BY: _____



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

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

Notary Public

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

On the 23 day of July, 2019, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jelli
Notary Public

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

CT
STATE OF NEW YORK)
COUNTY OF New Haven SS.: Prospect

On the 10 day of July, 2019, before me, the undersigned, personally appeared Richard Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DEBORAH TOWERS
Notary Public
Connecticut
My Comm. Expires July 31, 2023

Deborah Towers
Notary Public

SCHEDULE A
UNIT BID PRICES

SEE ATTACHED PAGES BF-3 THROUGH BF-5.

SCHEDULE B
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

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

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

Tashjian, Christine

From: Anslow, William
Sent: Wednesday, January 29, 2020 11:49 AM
To: Tashjian, Christine
Subject: FW: Albany County RFB#2019-055 Contract #231 of 2019

Follow Up Flag: Follow up
Flag Status: Flagged

Chris, we need to do an RLA for this. I think we can wait until next month. BA

From: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Sent: Wednesday, January 29, 2020 11:28 AM
To: Anslow, William <William.Anslow@albanycountyny.gov>
Subject: FW: Albany County RFB#2019-055 Contract #231 of 2019

Hi Bill

Please see below from Atlantic Pavement Marking.

If you wish to move forward I believe this needs to be approved by the Legislature.

Thank you!

Pam O'Neill, CPPB
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7139
fax 518.447.5588
www.albanycounty.com
pamela.oneill@albanycountyny.gov



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From: Atlantic Pavement Marking Inc. <office@atlpavemarking.com>
Sent: Wednesday, January 29, 2020 11:04 AM
To: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Subject: Re: Albany County RFB#2019-055 Contract #231 of 2019

Good morning,

APM will renew the contract for an additional year. Albany County RFB #20.
Thank you,

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

On Mon, Jan 27, 2020 at 1:49 PM Atlantic Pavement Marking Inc. <office@atlpavemarking.com> wrote:

Good afternoon,
Sorry for the delay, I will have an answer for you by Thursday the 30th.
Thank you,

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

On Thu, Jan 23, 2020 at 1:58 PM O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov> wrote:

Good afternoon

Albany County is reaching out to see if Atlantic Pavement Marking is willing to renew their contract for an additional year. Albany County RFB#2019-055 Contract #231 of 2019 states the contract can be renewed for an additional two years at one year intervals.

5.2 At the end of the initial one 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.

Please reply to my email in writing and let me know if Atlantic Pavement Marking is wishes to renew for an additional year.

Thank you!

Pam O'Neill, CPPB

Deputy Purchasing Agent**Albany County Division of Purchasing**
112 State Street, Room 1000**Albany, NY 12207**
tel 518.447.7139**fax 518.447.5588****www.albanycounty.com****pamela.oneill@albanycountyny.gov**

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RESOLUTION NO. 231

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 6/10/19

By Public Works Committee:

WHEREAS, After an RFB process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712 regarding material, labor and equipment necessary for the striping of Albany County roadways in an amount not to exceed \$183,771, at the unit costs set forth for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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.

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-055**

Sealed bids for Painting Traffic Lines on Albany County Roadways 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, May 2, 2019.

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 April 18, 2019.

Karen A. Storm
Purchasing Agent

Dated: April 12, 2019
Albany, New York

PUBLISH ONE DAY – APRIL 18, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – APRIL 18, 2019 -- THE TIMES UNION

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

THIS BID IS SUBMITTED TO:

Karen A. Storm, 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

None

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

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

BF1

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) Bidder Certification Statement MS4-1 (Attachment "E")
 - (f) Bidder Qualification Questionnaire
 - (g) Non-Interruption of Work Agreement (pgs. 1-6)
 - (h) Technical Specifications (pgs. 1-6)
7. Communication concerning this Bid shall be addressed to:
- _____
Richard Stewart
- _____
15 Industrial Rd.
- _____
Prospect, CT 06712
- Phone: _____
203-758-0800
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

BID PROPOSAL FORM

RFB # 2019-055

ROAD STRIPING OF ALBANY COUNTY ROADWAYS ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
640.10	White Paint Reflectorized Pavement Markings - 15 mils	0.0385 / FOOT	2,798,400 FEET	107,738.40
640.11	Yellow Paint Reflectorized Pavement Markings - 15 mils	.0320 / FOOT	2,376,000 FEET	76,032.00
	<u>TOTAL BASE BID</u>			183,770.40
	OPTIONAL SERVICES UNIT PRICES ONLY			
640.11	8" Wide Yellow Hatch Line	0.55 / FOOT	1,604 FEET	882.20
640.11	12" Wide Yellow Hatch Line	0.60 / FOOT	1,085 FEET	651.00
640.11	24" Wide Yellow Hatch Line	0.75 / FOOT	1,000 FEET	750.00
640.10	8" Wide White Crosswalk	0.40 / FOOT	250 FEET	100.00
640.10	12" Wide White Crosswalk	0.65 / FOOT	500 FEET	325.00
640.12	8' High White Word "STOP"	40.00 / EACH	2	80.00
640.10	16" Wide White Stop Bars	0.80 / FOOT	500 FEET	400.00
640.13	8' High White Right or Left Arrows	30.00 / EACH	50	1,500.00
640.12	8' High White Word "ONLY"	49.00 / EACH	5	245.00
688.01	Stop Bars	0.65 / FOOT	800 FEET	520.00
688.04	Arrows	0.85 / FOOT	800 FEET	680.00
688.03	Only	0.75 / FOOT	25 FEET	18.75
688.04	8' High White Symbol "RR"	85.00 / EACH	2	170.00

BIDDER NAME: Atlantic pavement Marking Inc.

**BID PROPOSAL FORM
RFB # 2019-055**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
	PARKING LOTS (PAINTED WITH NO GLASS BEADS)			
640.20	White Paint Pavement Stripes - 20 mils	0.40 / FOOT	20,00 FEET	800.00
640.21	Yellow Paint Pavement Stripes - 20 mils	0.40 / FOOT	200 FEET	80.00
640.25	4' High Blue Handicap Symbol	25.00 / EACH	1	25.00
640.23	8' High White Right or Left Arrows	35.00 / EACH	7	245.00
640.23	10' High White Straight Arrows	30.00 / EACH	2	60.00
640.22	8' High White Word "NO PARKING"	30.00 / EACH	3	90.00
	Grinding existing preformed reflectorized pavement markings	1.55 / SQ FT	3,000 SF	4650.00

BIDDER NAME: Atlantic Pavement Marking inc.

BID PROPOSAL FORM
RFB # 2019-055
ROAD STRIPING OF ALBANY COUNTY ROADWAYS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Bethlehem (Est Qty)	Town of Bethlehem (Total Cost)	Town of Colonie (Est Qty)	Town of Colonie (Total Cost)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385	/FOOT 279,840 FEET	10,773.84	823,680 FEET	31,711.68
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320	/FOOT 279,840 FEET	8,954.88	823,680 FEET	26,357.76

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Guilderland (Est Qty)	Town of Guilderland (Total Cost)	Town of New Scotland (Est Qty)	Town of New Scotlan (Total Cost)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385	/FOOT 580,800 FEET	22,360.80	95,040 FEET	3,659.04
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320	/FOOT 612,480 FEET	19,599.36	158,400 FEET	5,068.80

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Village of Voorheesville (Est Qty)	Village of Voorheesville (Total Cost)		Total Cost (All Municipalities)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385	/FOOT 2,640 FEET	101.64		68,607.00
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320	/FOOT 21,120 FEET	675.84		60,656.64

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

COMPANY: Atlantic Pavement Marking Inc.

ADDRESS: 15 Industrial Rd.

CITY, STATE, ZIP: Prospect, CT 06712

TEL. NO.: 203-758-0800

FAX NO.: 203-758-0733

FEDERAL TAX ID NO.: 06-0948555

REPRESENTATIVE: Richard Stewart

SIGNATURE AND TITLE Richard J. Stewart Pres.

DATE 04/30/19

BF6

COUNTY OF ALBANY
PAINTING TRAFFIC LINES ON ALBANY COUNTY
ROADWAYS

RFB #2019-055

ADDENDUM #1

May 1, 2019

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of May, 2019, in connection with the Request for Bids #2019-055 Painting Traffic Lines on Albany County Roadways for Albany County Department of Public Works.

COUNTY OF ALBANY

RFB#2019-055

Painting Traffic Lines on Albany County Roadways

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Page BF-4, Item#640.20 White Paint Pavement Stripes-20mils, the estimated quantity should be listed as **2,000 Feet**.

End of Addendum #1

			Vendor	Atlantic	Highway Safety
ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST	ALBANY COUNTY TOTAL COST
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,798,400 FEET	\$ 107,738.40	\$ 120,331.20
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,376,000 FEET	\$ 76,032.00	\$ 99,792.00
	TOTAL BASE BID			\$ 183,770.40	\$ 220,123.20

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)		Total cost to all municipalities	Total cost to all municipalities
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils		\$ 68,607.00	
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils		\$ 60,656.64	
		Total Cost to all Municipalities	\$ 129,263.64	



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, P.E.
COMMISSIONER

February 13, 2020

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

Dear Chairman Joyce:

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR109 (Lawson Lake Rd.) in the Towns of New Scotland and Coeymans, CR201 (No. Main St.) in the Towns of Guilderland and New Scotland and CR255 (Knox-Cave Rd.) in the Town of Knox.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind ≈ 4 " into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 26 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1531, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Gorman Brothers for 2020 Cold Recycling Projects

Date: February 18, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Gorman Brothers, Inc.

200 Church St.

Albany, NY 12202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$950,000.00

Scope of Services: Cold Recycling Projects

Bond Res. No.: 519

Date of Adoption: 11/12/2019

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Bond
Appropriation Amount: \$950,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 6/1/2020-10/31/2020
Length of Contract: 5 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR109 (Lawson Lake Rd.) in the Towns of New Scotland and Coeymans, CR201 (No. Main St.) in the Towns of Guilderland and New Scotland and CR255 (Knox-Cave Rd.) in the Town of Knox.

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In the CIR process, we grind $\approx 4''$ into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

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over that using the Hauling & Placing of Asphalt Contract.

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I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.



Contract Award Notification

Title:	Group 31555 – Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (All State Agencies and Political Subdivisions) Classification Code(s):30 NYS Contract Reporter Category/Classification: Construction, Horizontal – Highways & Roadways; Maintenance, repair & new construction
Award Number	: 23101 (Replaces Award 23001)
Contract Period	: April 1, 2018 to March 31, 2020 (Revised January 11, 2019, 2018)
Bid Opening Date	: December 21, 2017
Date of Issue	: April 1, 2018
Specification Reference	: SPEC-936 dated of issue December 7, 2016
Contractor Information	: Appears on Page 5 - 14 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Anthony Montes Title : Contract Management Specialist 2 Phone : 518-473-1354 E-mail : Anthony.montes@ogs.ny.gov	Procurement Services - Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

PR # 23101

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68075	CRAFCO, INC. 6165 West Detroit Street Chandler, Arizona 85226	Toll-Free #: 800-528-8242 Phone #: 610-264-7541 Contact: David Adams E-mail: david.adams@crafco.com Web Site: www.crafco.com	860324978 1000009735

Business hours (M-F): 8:00am-5:00pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 518-937-6956
Contact: Anthony Simone
E-mail: anthony.simone@crafco.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68076	GORMAN BROS., INC. 200 Church Street Albany, New York 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kim Wilson E-mail: kwilson@gormanroads.com Web Site: www.gormanroads.com	140704840 1000013676

Business hours (M-F): 8:30am-4:30pm
(Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
Phone #: 518-378-1112
Contact: Kim Wilson
E-mail: kwilson@gormanroads.com

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 10 / 20

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 109 Quick Quote # 109

Project Location: Town of Berne

Square Yards to Be Recycled = 49,332.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling : Select from drop-down menu

Shoulder Milling Disposal by: Select from drop-down menu

The **Authorized User** may include gallon amounts for Emulsion and PG Binder, but the **Contractors** will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling

PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling

Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling

Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling

Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 67,850.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 540.000 Tons

Portland Cement Required Yes 115.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- ☒ Work Zone Traffic Control by Contractor
- ☒ Pilot Vehicle Required Number of Pilot Vehicles 1
- ☐ Rumble Strips Required Linear Feet of Rumble Strips
- ☒ Additional Flaggers Required Number of Additional Flaggers 2
- ☒ OCP Insurance Required

Anticipated Project Start Date: June 1, 2020

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 17, 2020

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 109 Quick Quote # 109

Contractor & PC #:

PC68076 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 30.00 Miles Telephone: 518-843-2640

Estimated Number of Days 3 or Hours to Complete the Project

Type of Recycling: In Place
Recycling Price = \$2.800 per Square Yard
Total Square Yards = 49,332.000 SqY

A. Recycling Total Cost = \$138,129,600

The **Authorized User** may include gallon amounts for Emulsion and PG Binder, but the **Contractors** will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.700 per Gallon

Material Price Adjustment Calculation for the Month of: **February** / **20**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.700 per Gallon

E. Total Gallons of Emulsion = 67,850.000 Gallons

F. Emulsion Total Cost (D x E) = \$183,195.000

G. Liquid Bituminous Material (Fog Seal) Price = per Gallon

Material Price Adjustment Calculation for the Month of: **February** / **20**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon =

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.000 per Gallon

M. Total Gallons of Emulsion = 67,850.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$0.000

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

O.	Aggregate Price =	\$30.000	per Ton
P.	Total Tons of Aggregate =	540.000	Tons
Q.	Aggregate Total Cost (O X P) = \$16,200.000		
R.	Portland Cement Price =	\$250.000	per Ton
S.	Total Tons of Cement =	115.000	Tons
T.	Portland Cement Total Cost (R x S) = \$28,750.000		
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	49,332.000	SqY
U.	Work Zone Traffic Control Total Cost = \$24,666.000		
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost = \$0.000		

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 109		Quick Quote #	109
	Price Additional Flagger(s) =	\$800.000	per Day	
	Number of Additional Flagger(s) =	2	Number of Days =	4
W.	Additional Flagger(s) Total Cost = \$6,400.000			
	Price Pilot Vehicle w/ Driver =	\$900.000	per Day	
	Number of Days =	4	Number of Vehicles =	1
X.	Pilot Vehicle w/ Driver Total Cost = \$3,600.000			
	Price Additional for Rumble Strips =		per Linear Foot	
	Number of Linear Feet =		LF	
Y.	Additional for Rumble Strips Total Cost = \$0.000			
	Price Mobilization to Project Location =	\$0.060	per Square Yard	
	Total Square Yards =	49,332.000	SqY	
Z.	Mobilization to Project Location Total Cost = \$2,959.920			
	Shoulder Milling (Contractor Disposal) =		per SY	
	Total Square Yards =		SqY	
AI	Shoulder Milling (Contractor Disposal) Total Cost = \$0.000			
	Shoulder Milling (State/User Disposal) =		per SY	
	Total Square Yards =		SqY	
BI	Shoulder Milling (State Disposal) Total Cost = \$0.000			
CI	OCP Insurance = \$2,000.000			

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

Project's Total Cost including all the Price Adjustments for:

February / 20

Project's Total Cost including Price Adjustustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$405,900.520
--	---------------

Can Contractor Supply? ☒ Yes

Can Contractor meet Schedule? ☒ Yes

Print Name Kimberly A. Wilson

Date 2/10/20

Contractor Signature Kimberly A. Wilson

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 10 / 20

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 201 Quick Quote # 201

Project Location: Town of Guilderland

Square Yards to Be Recycled = 35,199.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling : Select from drop-down menu

Shoulder Milling Disposal by: Select from drop-down menu

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling

PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling

Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling

Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling

Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 48,400.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 250.000 Tons

Portland Cement Required Yes 82.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- ☒ Work Zone Traffic Control by Contractor
- ☒ Pilot Vehicle Required Number of Pilot Vehicles 1
- ☐ Rumble Strips Required Linear Feet of Rumble Strips
- ☒ Additional Flaggers Required Number of Additional Flaggers 2
- ☒ OCP Insurance Required

Anticipated Project Start Date: June 1, 2020

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 17, 2020

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 201 Quick Quote # 201

Contractor & PC #: PC68076 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 20.00 Miles Telephone: 518-843-2640

Estimated Number of Days 3 or Hours to Complete the Project

Type of Recycling: In Place
Recycling Price = \$2.800 per Square Yard
Total Square Yards = 35,199.000 SqY

A. Recycling Total Cost = \$98,557.200

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

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Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.700 per Gallon

Material Price Adjustment Calculation for the Month of: **February / 20**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.700 per Gallon

E. Total Gallons of Emulsion = 48,400.000 Gallons

F. Emulsion Total Cost (D x E) = \$130,680.000

G. Liquid Bituminous Material (Fog Seal) Price = per Gallon

Material Price Adjustment Calculation for the Month of: **February / 20**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon =

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.000 per Gallon

M. Total Gallons of Emulsion = 48,400.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$0.000

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS (All State Agencies & Political Subdivisions)	
LOT 3 - COLD RECYCLING (Version 04/01/18)	
O.	Aggregate Price = \$30.000 per Ton
P.	Total Tons of Aggregate = 250.000 Tons
Q.	Aggregate Total Cost (O X P) = \$7,500.000
R.	Portland Cement Price = \$250.000 per Ton
S.	Total Tons of Cement = 82.000 Tons
T.	Portland Cement Total Cost (R x S) = \$20,500.000
Work Zone Traffic Control Price = \$0.500 per SY	
Total Square Yards = 35,199.000 SqY	
U.	Work Zone Traffic Control Total Cost = \$17,599.500
Surcharge - Small/Recycled in Short Segments Projects = per SY	
Total Square Yards = SqY	
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost = \$0.000

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 201		Quick Quote # 201	
Price Additional Flagger(s) = \$800.000 per Day			
Number of Additional Flagger(s) = 2		Number of Days = 3	
W.	Additional Flagger(s) Total Cost = \$4,800.000		
Price Pilot Vehicle w/ Driver = \$900.000 per Day			
Number of Days = 3		Number of Vehicles = 1	
X.	Pilot Vehicle w/ Driver Total Cost = \$2,700.000		
Price Additional for Rumble Strips = per Linear Foot			
Number of Linear Feet = LF			
Y.	Additional for Rumble Strips Total Cost = \$0.000		
Price Mobilization to Project Location = \$0.060 per Square Yard			
Total Square Yards = 35,199.000 SqY			
Z.	Mobilization to Project Location Total Cost = \$2,111.940		
Shoulder Milling (Contractor Disposal) = per SY			
Total Square Yards = SqY			
AI	Shoulder Milling (Contractor Disposal) Total Cost = \$0.000		
Shoulder Milling (State/User Disposal) = per SY			
Total Square Yards = SqY			
BI	Shoulder Milling (State Disposal) Total Cost = \$0.000		
CI	OCP Insurance = \$2,000.000		

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS <i>(All State Agencies & Political Subdivisions)</i>	
LOT 3 - COLD RECYCLING (Version 04/01/18)	
<i>Project's Total Cost including all the Price Adjustments for:</i> February / 20	
Project's Total Cost including Price Adjustustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$286,448.640
Can Contractor Supply? <u>Yes</u>	
Can Contractor meet Schedule? <u>Yes</u>	
Print Name <u>Kimberly A. Wilson</u>	Date <u>2/10/20</u>
Contractor Signature <u>Kimberly A. Wilson</u>	
NOTE: 1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed. 2. The contractor understands that <u>at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price.</u> Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.	

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 10 / 20

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 255 Quick Quote # 255

Project Location: Town of Berne

Square Yards to Be Recycled = 31,068.000 SqY

Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY

Depth of Milling : Select from drop-down menu

Shoulder Milling Disposal by: Select from drop-down menu

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling

PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling

Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling

Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling

Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 42,720.000 Gallons

or

Total Gallons of PG Binder = Gallons

Total Gallons Fog Seal = Gallons

Total Tons Aggregate = 300.000 Tons

Portland Cement Required Yes 72.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- ☒ Work Zone Traffic Control by Contractor
- ☒ Pilot Vehicle Required Number of Pilot Vehicles 1
- ☐ Rumble Strips Required Linear Feet of Rumble Strips
- ☒ Additional Flaggers Required Number of Additional Flaggers 2
- ☒ OCP Insurance Required

Anticipated Project Start Date: June 1, 2020

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 17, 2020

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 255 Quick Quote # 255

Contractor & PC #:

PC68076 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 20.00 Miles Telephone: 518-843-2640

Estimated Number of Days 3 or Hours to Complete the Project

Type of Recycling: In Place
Recycling Price = \$2.800 per Square Yard
Total Square Yards = 31,068.000 SqY

A. Recycling Total Cost = \$86,990.400

The **Authorized User** may include gallon amounts for Emulsion and PG Binder, but the **Contractors** will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.700 per Gallon

Material Price Adjustment Calculation for the Month of: **February** / **20**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.700 per Gallon

E. Total Gallons of Emulsion = 42,720.000 Gallons

F. Emulsion Total Cost (D x E) = \$115,344.000

G. Liquid Bituminous Material (Fog Seal) Price = per Gallon

Material Price Adjustment Calculation for the Month of: **February** / **20**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon =

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.000 per Gallon

M. Total Gallons of Emulsion = 42,720.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$0.000

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

O.	Aggregate Price =	\$30.000	per Ton
P.	Total Tons of Aggregate =	300.000	Tons
Q.	Aggregate Total Cost (O X P) = \$9,000.000		
R.	Portland Cement Price =	\$250.000	per Ton
S.	Total Tons of Cement =	72.000	Tons
T.	Portland Cement Total Cost (R x S) = \$18,000.000		
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	31,068.000	SqY
U.	Work Zone Traffic Control Total Cost = \$15,534.000		
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost = \$0.000		

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 255		Quick Quote #	255
	Price Additional Flagger(s) =	\$800.000	per Day	
	Number of Additional Flagger(s) =	2	Number of Days =	3
W.	Additional Flagger(s) Total Cost = \$4,800.000			
	Price Pilot Vehicle w/ Driver =	\$900.000	per Day	
	Number of Days =	3	Number of Vehicles =	1
X.	Pilot Vehicle w/ Driver Total Cost = \$2,700.000			
	Price Additional for Rumble Strips =		per Linear Foot	
	Number of Linear Feet =		LF	
Y.	Additional for Rumble Strips Total Cost = \$0.000			
	Price Mobilization to Project Location =	\$0.060	per Square Yard	
	Total Square Yards =	31,068.000	SqY	
Z.	Mobilization to Project Location Total Cost = \$1,864.080			
	Shoulder Milling (Contractor Disposal) =		per SY	
	Total Square Yards =		SqY	
AI	Shoulder Milling (Contractor Disposal) Total Cost = \$0.000			
	Shoulder Milling (State/User Disposal) =		per SY	
	Total Square Yards =		SqY	
BI	Shoulder Milling (State Disposal) Total Cost = \$0.000			
CI	OCP Insurance = \$2,000.000			

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

Project's Total Cost including all the Price Adjustments for:

February / 20

Project's Total Cost including Price Adjustustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$256,232.480
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Can Contractor Supply? ☒ Yes

Can Contractor meet Schedule? ☒ Yes

Print Name Kimberly A. Wilson

Date 2/10/20

Contractor Signature Kimberly A. Wilson

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

RESOLUTION NO. 519

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,920,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,920,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$1,282,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,282,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,282,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,282,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,255,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,255,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,255,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,255,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to construct and reconstruct Watervliet-Shaker Road in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$433,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$433,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$433,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$433,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,920,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution

shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19

RESOLUTION NO. 131

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

Introduced: 4/8/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding cold-in-place recycling for various County roads in order to keep pace with ever-increasing traffic volume and remedy roadway surface imperfections, and

WHEREAS, The Commissioner reviewed and evaluated the various contractors providing Cold-In-Place Recycling services under New York State contract and has recommended Gorman Brothers, Inc. as offering the best value for Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, in an amount not to exceed \$920,000 regarding Cold-In-Place Recycling Projects in the Town of Rensselaerville and in the Town of Berne for the period commencing June 1, 2019 and ending October 31, 2019, 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 - 4/8/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with M.J. Engineering and Land Surveying, P.C. for the Design & Construction Inspection Services for CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to M.J. Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$298,000.00.

CR157(Watervliet Shaker Rd.) project is approximately 0.7 miles long from New Karner Rd. to Sand Creek Rd. in the Town of Colonie. Work includes possible widening of the highway depending on the outcome of the traffic analysis, intersection improvements, traffic signal improvements, drainage improvements, new signage and striping. Rehabilitation of existing pavement or full depth replacement will be selected based on actual field conditions.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1562, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with M.J. Engineering and Land Surveying, PC

Date: February 26, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

268

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

M.J. Engineering and Land Surveying, PC

1533 Crescent Rd.

Clifton Park, NY 12065

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$298,000.00

Scope of Services: Design and Construction Inspection

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHR65197.22000R
Appropriation Amount: \$298,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 5/1/2020-11/30/2022
Length of Contract: 31 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with M.J. Engineering and Land Surveying, P.C. for the Design & Construction Inspection Services for CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to M.J. Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$298,000.00.

CR157(Watervliet Shaker Rd.) project is approximately 0.7 miles long from New Karner Rd. to Sand Creek Rd. in the Town of Colonie. Work includes possible widening of the highway depending on the outcome of the traffic analysis, intersection improvements, traffic signal improvements, drainage improvements, new signage and striping. Rehabilitation of existing pavement or full depth replacement will be selected based on actual field conditions.



DANIEL P. McCOY
COUNTY EXECUTIVE

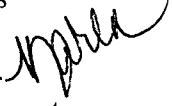
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Public Works

FROM: Karen Storm. 
Purchasing Agent

DATE: February 27, 2020

RE: RFP #2020-024 CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement
Project Design and Construction Inspection Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to MJ Engineering in the amount of \$298,000.00.

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-024
CR157 (Watervliet Shaker Rd.) Phase III
Highway Improvement Project
Design and Construction Inspection Services

Upon review of the five (5) proposals that were received regarding the aforementioned project, I would like to recommend M.J. Engineering for the award in the amount not to exceed \$298,000.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

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

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-024
CR157 (Watervliet Shaker Rd.) Phase III
Highway Improvement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all five (5) of the RFP's, we recommend the project be awarded to M.J. Engineering on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$298,000.00.

Please let me know if you have any questions.

WA:ct

RFP#2020-024

CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project

Design and Construction Inspection

VENDOR	MJ Engineering	Foit-Albert	Creighton Manning	CHA	Barton & Loguidice
Design	\$85,000.00	\$190,320.00	\$160,685.00	\$240,400.00	\$245,006.00
Construction Inspection	\$205,000.00	\$145,200.00	\$269,200.00	\$280,200.00	\$310,463.00
Testing	\$8000.00	\$5000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$298,000.00	\$340,520.00	\$437,885.00	\$528,600.00	\$563,469.00

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-024**

Sealed Proposals for **DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR157 (WATERVLIET SHAKER RD.) PHASE III HIGHWAY IMPROVEMENT PROJECT** as requested by Albany County Department of Public Works, Division of Highway Engineering will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 p.m., on Thursday, February 20, 2020.

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 Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY - January 30, 2020 - THE EVANGELIST
PUBLISH ONE DAY - January 30, 2020 - THE TIMES UNION

RATING SHEET
RFP 2020-024 / Project 20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Road - Phase 3
Highway Improvement Project

	Barton & Loguidice	CHA Consulting	Creighton Manning	Folt Albert Associates	MJ Engineering
Bill	8.300	8.750	8.700	9.150	9.600
Bob	7.500	8.250	8.700	8.450	8.800
Jim	6.800	7.930	7.650	7.350	8.300
Nick	7.550	8.050	8.050	8.200	8.900
Totals	30.150	32.980	33.100	33.150	35.600
Average	7.538	8.245	8.275	8.288	8.900
Rank	5	4	3	2	1

EVALUATION SCORE SHEET

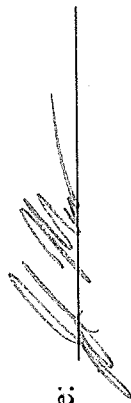
RFP 2020-024

Design + Construction Inspection Services

CR 157 Watervliet Shaker Rd - Phase 3

Highway Improvement Project

PROPOSER	Criteria	Weight	Barton & Loguidice		CHA Consulting		CME		Foite Albert		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	7.25	1.450	6.65	1.330	6.55	1.310	7	1.400	6.65	1.330
Prior Experience in Similar Projects		20%	7	1.400	10	2.000	9	1.800	6.5	1.300	9	1.800
Total Proposed Price		25%	6	1.500	7	1.750	8	2.000	9	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	7	1.400	7.5	1.500	7	1.400	6.5	1.300	7.5	1.500
Professional Qualifications (Evaluation of employees' resumes)		10%	7	0.700	10	1.000	6.9	0.690	6	0.600	6.75	0.675
Client References		5%	7.000	0.350	7	0.350	9	0.450	10	0.500	10	0.500
			6.800		7.930		7.650		7.350		8.305	
			5		2		3		4		1	

Name: 

Date: 2/26/2020

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER		Barton & Loguidice		CHA Consulting		Greighorn Manning		Fort Albert Associates		MJ Engineering	
Criteria	Weight										
Proposers Comprehension of the Required Scope of Services (work)	20%	9.5	1.900	9	1.800	8.5	1.700	9.5	1.900	9	1.800
Prior Experience with Similar Projects	20%	9	1.800	9.5	1.900	9.5	1.900	9.5	1.900	9	1.800
Total Proposed Price	25%	6	1.500	7	1.750	8	2.000	9	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1.600	9	1.800	8	1.600	8	1.600	10	2.000
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
		8.300		8.750		8.700		9.150		9.600	

Name: Bill AndersonDate: 2/25/20

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER	Criteria	Weight	Barton & Loguidice		CHA Consulting		Creighton Manning		Fort Albert Associates		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	7.5	1.500	9	1.800	9	1.800	7.5	1.500	8.5	1.700
Prior Experience with Similar Projects		20%	8	1.600	8.5	1.700	9	1.800	8.5	1.700	8.5	1.700
Total Proposed Price		25%	6	1.500	7	1.750	8	2.000	9	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	8	1.600	8.5	1.700	9	1.800	8.5	1.700	8	1.600
Professional Qualifications (Evaluation of employees' resumes)		10%	9	0.900	9	0.900	9	0.900	9	0.900	9	0.900
Client References		5%	8	0.400	8	0.400	8	0.400	8	0.400	8	0.400
			7.500		8.250		8.700		8.450		8.800	

Name: Robert CassinahanDate: 2/25/20

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER	Weight	Barton & Loguidice	CHA Consulting	Creighton Manning	Foit Albert Associates	MJ Engineering
Criteria						
Proposers Comprehension of the Required Scope of Services (work)	20%	7	9	8	8	9
Prior Experience with Similar Projects	20%	10	10	8	8	8
Total Proposed Price	25%	6	7	8	9	10
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	7	7	8	8	9
Professional Qualifications (Evaluation of employees' resumes)	10%	8	7	8	7	8
Client References	5%	9	8	9	9	8
		7.550	8.050	8.050	8.200	8.900

Name: Nicolas CalandinoDate: 2/24/20

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, 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 - 6/11/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Greenman-Pedersen, Inc.(GPI) for the Design & Construction Inspection Services for CR405 and Old Ravena Rd. Bridge Superstructure Replacement Project.

The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Greenman-Pedersen, Inc. based on their overall proposal. GPI had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. GPI did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$200,850.00.

The proposed bridge superstructure replacement project will consist of designing a new superstructure using galvanized steel beams and diaphragms including a reinforced poured concrete deck for the (CR405) Sunset Hill Rd. over the Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030). New bridge rail will be included in the design.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arniss Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1568, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Greenman-Pedersen, Inc.

Date: February 27, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

283

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Greenman-Pedersen, Inc.

80 Wolf Rd. Suite #300

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$200,850.00

Scope of Services: Design and Construction Inspection Services

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHR55197.22000B
Appropriation Amount: \$200,850.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) May 1, 2020-November 30, 2021
Length of Contract: 19 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Greenman-Pedersen, Inc.(GPI) for the Design & Construction Inspection Services for CR405 and Old Ravena Rd. Bridge Superstructure Replacement Project.

The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Greenman-Pedersen, Inc. based on their overall proposal. GPI had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. GPI did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$200,850.00.

The proposed bridge superstructure replacement project will consist of designing a new superstructure using galvanized steel beams and diaphragms including a reinforced poured concrete deck for the (CR405) Sunset Hill Rd. over the Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030). New bridge rail will be included in the design.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: February 27, 2020

RE: RFP #2020-025

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Greenman Pedersen Engineering in the amount of \$200,850.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Greenman Pedersen Engineering for an award.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-025
CR405 and Old Ravena Rd.
Superstructure Replacement
Design and Construction Inspection Services

Upon review of the nine (9) proposals that were received regarding the aforementioned project, I would like to recommend Greenman-Pedersen, Inc. for the award in the amount not to exceed \$200,850.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

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

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-025
CR405/Old Ravena Rd. Superstructure Replacement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all nine (9) of the RFP's, we recommend the project be awarded to Greenman-Pedersen, Inc. on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$200,850.00.

Please let me know if you have any questions.

WA:ct

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-025**

Sealed Proposals for Design and Construction Inspection Services for Bridge Superstructure Replacements (two sites) CR405 (Sunset Hill Rd.) over Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030) as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, February 20, 2020.

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 Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY – January 30, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – January 30, 2020 -- THE TIMES UNION

RATING SHEET
RFP 2020-025 / Project 20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement Project

	Barton & Langsdice	Bell Engineering	C&S Companies	Creighton Manning	Foti Albert	GPI	KS Engineers	LiRo Engineers	MJ Engineering
Lisa	7.575	9.250	7.700	8.375	9.075	9.200	7.825	7.950	8.625
Bill	7.725	9.200	8.150	8.525	8.825	9.350	6.875	7.200	8.875
Chris	7.888	8.950	7.100	7.775	8.850	9.450	7.725	7.575	8.700
Tony	7.625	8.300	7.150	8.025	8.425	8.450	7.075	7.400	8.375
Totals	30.813	35.700	30.100	32.700	35.175	36.450	29.500	30.125	34.575
Average	7.703	8.925	7.525	8.175	8.794	9.113	7.375	7.531	8.644
Rank	6	2	8	5	3	1	9	7	4

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement

PROPOSER	Criteria	Weight	Barton & Loguidice		Bell Engineering		C&S Companies		Creighton/Manning		Foit/Albert		GPI		KS Engineers		LiRo Engineers		MJ Engineering	
	Proposers Comprehension of the Required Scope of Services (work)	20%	8	1,600	8	1,600	9.5	1,900	9	1,800	9	1,800	8	1,600	10	2,000	9	1,800	8.5	1,700
	Prior Experience with Similar Projects	20%	10	2,000	9	1,800	9	1,800	10	2,000	10	2,000	10	2,000	8	1,600	10	2,000	9	1,800
	Total Proposed Price	25%	4.5	1,125	10	2,500	5	1,250	6.5	1,625	8.5	2,125	9	2,250	5.5	1,375	6	1,500	7.5	1,875
	Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	8	1,600	6	1,200	8	1,600	8	1,600	8	1,600	6	1,200	6	1,200	10	2,000
	Professional Qualifications (Evaluation of employees' resumes)	10%	8	0,800	8	0,800	10	1,000	10	1,000	9	0,900	10	1,000	9	0,900	9	0,900	10	1,000
	Client References	5%	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	9	0,450
			7,625		8,300		7,150		8,025		8,425		8,450		7,075		7,400		8,375	

Name: _____

Date: _____

2/26/2020

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravena Road
Bridge Superstructure Replacement

PROPOSER	Criteria	Weight	Barton & Loguidice	Bell Engineering	G&S Companies	Greighton Manning	Foite-Albert	GPI	K&S Engineers	LiRo Engineers	MJ Engineering
Proposers Comprehension of the Required Scope of Services (work)	20%	9	1.800	8	1.600	8.75	1.750	8.5	1.700	8	1.800
Prior Experience with Similar Projects	20%	9	1.800	9	1.800	8.75	1.750	8.5	1.800	8	1.700
Total Proposed Price	25%	4.5	1.125	10	2.500	5	1.250	6.5	1.625	8.5	1.875
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	9	1.800	9	1.800	5.5	1.100	7	1.400	9	1.900
Professional Qualifications (Evaluation of employees' resumes)	10%	9	0.900	7.75	0.775	7.75	0.775	9	0.900	8.75	1.000
Client References	5%	9.25	0.463	9.5	0.475	9.5	0.475	9	0.450	9	0.425
			7.888	8.950	7.100	7.775	8.850	9.450	7.725	7.575	8.700

Name: Christina Valachovic

Date: 2/26/2020

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravena Road
Bridge Superstructure Replacement

PROPOSER	Criteria	Weight	Barton & Loguidice		Bell Engineering		C&S Companies		Greighton Manning		Foit-Albert		GPI		KS Engineers		LiRo Engineers		MJ Engineering	
Proposer's Comprehension of the Required Scope of Services (work)		20%	9	1,800	9	1,800	9	1,800	9	1,800	10	2,000	10	2,000	9	1,800	9	1,800	9	1,800
Prior Experience with Similar Projects		20%	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800
Total Proposed Price		25%	4.5	1,125	10	2,500	5	1,250	6.5	1,625	8.5	2,125	9	2,250	5.5	1,375	6	1,500	7.5	1,875
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	8	1,600	9	1,800	8	1,600	9	1,800	9	1,800	9	1,800	8	1,600	8	1,600	9	1,800
Professional Qualifications (Evaluation of employees' resumes)		10%	8	0,800	9	0,900	8	0,800	9	0,900	9	0,900	9	0,900	8	0,800	8	0,800	9	0,900
Client References		5%	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450
			7,575		9,250		7,700		8,375		9,075		9,200		7,825		7,950		8,625	

Name: _____

Date: 2/26/20

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravena Road
Bridge Superstructure Replacement

PROPOSER	Barton & Loguidice		Bell Engineering		C&S Companies		Creighton Manning		Foix Albert		GPT		KS Engineers		LiRo Engineers		MJ Engineering		
	Criteria		Weight																
Proposers Comprehension of the Required Scope of Services (work)	20%	9.5	1,900	9.5	1,900	10	2,000	10	2,000	9	1,800	9	1,800	8	1,600	8	1,600	9	1,800
	20%	8	1,600	9	1,800	8	1,600	9	1,800	9	1,800	10	2,000	7	1,400	8	1,600	8.5	1,700
Total Proposed Price	25%	4.5	1,125	10	2,500	5	1,250	6.5	1,625	8.5	2,125	9	2,250	5.5	1,375	6	1,500	7.5	1,875
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	8	1,600	9	1,800	8	1,600	8	1,600	9	1,800	5	1,000	5	1,000	10	2,000
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1,000	9	0,900	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000
	5%	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500
Client References			7,725	9,200		8,150		8,525		8,825		9,350		6,875		7,200		8,875	

Name: Bill AndersonDate: 2/26/20

CR405 and Old Ravenna Rd. Superstructure Replacement

Design and Construction Inspection

VENDOR	Bell Eng.	GPI	Foitt-Albert	MJ Eng.	CME	LiRo	KS Eng.	C & S	B & L
Design	\$50,000.00	\$33,850	\$76,040.00	\$67,000.00	\$75,500.00	\$125,706.00	\$66,300.00	\$68,500.00	\$79,200.00
Construction Inspection	\$40,000.00 \$40,000.00	\$75,500.00 \$75,500.00	\$63,000.00 \$63,000.00	\$80,000.00 \$80,000.00	\$86,350.00 \$86,350.00	\$63,735.00 \$63,735.00	\$95,198.00 \$95,198.00	\$97,000.00 \$97,000.00	\$92,600.00 \$92,600.00
Testing	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$5000.00 \$5000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00
TOTAL PROJECT COST	\$146,000.00	\$200,850.00	\$212,040.00	\$243,000.00	\$264,200.00	\$269,176.00	\$272,696.00	\$278,500.00	\$280,40.00

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, 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 - 6/11/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Foit-Albert Associates for the Design & Construction Inspection Services for CR402 and CR404 Culvert Replacement.

The County Purchasing Agent received ten (10) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Foit-Albert Associates based on their overall proposal. Foit-Albert had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. Foit-Albert did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$168,500.00.

The proposed culvert replacement project will consist of evaluating what type of culvert should be used to replace the existing deteriorated culverts. The proposed replacement culverts shall be studied for the most economical replacement option.

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

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1572, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Foit-Albert Associates

Date: February 28, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Foit-Albert Associates

435 New Karner Rd.

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$168,500.00

Scope of Services: Design and Construction Inspection Services

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT25197.22000R
Appropriation Amount: \$168,500.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 5/1/2020-11/30/2021
Length of Contract: 19 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Foit-Albert Associates for the Design & Construction Inspection Services for CR402 and CR404 Culvert Replacement.

The County Purchasing Agent received ten (10) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Foit-Albert Associates based on their overall proposal. Foit-Albert had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. Foit-Albert did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$168,500.00.

The proposed culvert replacement project will consist of evaluating what type of culvert should be used to replace the existing deteriorated culverts. The proposed replacement culverts shall be studied for the most economical replacement option.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works Department

FROM: Karen Storm *K. Storm*
Purchasing Agent

DATE: February 28, 2020

RE: RFP #2020-026 CR402/CR404 Culvert Replacement
Design & Construction Inspection Services
Project #20-C557

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Foit-Albert Associates in the amount of \$168,150.00.

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-026
CR402/CR404 Culvert Replacement
Design and Construction Inspection Services
Project #20-C557

Upon review of the ten (10) proposals that were received regarding the aforementioned project, I would like to recommend Foit-Albert Associates for the award in the amount not to exceed \$168,150.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

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

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-026
CR402/CR404 Culvert Replacement
Design & Construction Inspection Services
Project #20-C557

Attached please find the rating tally sheet for the subject project. After reviewing all ten (10) of the RFP's, we recommend the project be awarded to Foit-Albert Associates on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$168,150.00.

Please let me know if you have any questions.

WA:ct

CR402/CR404 Culvert Replacement

Design and Construction Inspection

VENDOR	Bell Eng.	GPI	Foit-Albert	Maser	C & S	B & L	MJ Eng.	CME	LiRo	JMT
Design	\$40,000.00	\$56,700.00	\$58,150.00	\$104,400.00	\$72,000.00	\$90,900.00	\$125,000.00	\$96,800.00	\$148,112.00	\$179,514.00
Construction Inspection	\$50,000.00	\$94,000.00	\$105,000.00	\$75,000.00	\$118,300.00	\$115,800.00	\$102,000.00	\$132,400.00	\$136,875.00	\$110,086.00
Testing	\$8000.00	\$8000.00	\$5000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$98,000.00	\$158,700.00	\$168,150.00	\$187,400.00	\$198,300.00	\$214,700.00	\$235,000.00	\$237,200.00	\$292,987.00	\$297,600.00

RATING SHEET
RFP 2020-026 / Project 20-C557
Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

	Barton & Logsdon	Bell Engineering	C&S Companies	Creighton Manning	Folt-Albert	GPI	JMT	LiRo Engineers	Master Engineering	MJ Engineering
Bill	8.650	9.200	8.775	8.475	9.225	8.850	7.700	7.025	8.700	8.500
Chris	8.600	9.100	8.288	8.350	9.025	8.963	7.875	7.625	8.975	8.200
Rob	9.050	8.400	8.375	8.075	8.865	8.850	7.600	7.125	7.900	8.000
Tony	8.650	8.000	8.275	8.375	8.625	8.950	6.900	7.225	8.000	8.100
Totals	34.950	34.700	33.713	33.275	35.740	35.613	30.075	29.000	33.575	32.800
Average	8.738	8.675	8.428	8.319	8.935	8.903	7.519	7.250	8.394	8.200
Rank	3	4	5	7	1	2	9	10	6	8

EVALUATION SCORE SHEET
RFP #2020-026 / Project #20-C557

Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

2/27/2020

PROPOSER	Criteria	Weight	Baron & Loguidice		Bell Engineering		C&S Companies		Craghton Manning		Folt Albert		GPI		JMT		JlRo Engineers		Master Engineering		Mtl Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	10	2,000	9.5	1,900	10	2,000	10	2,000	9	1,800	8.5	1,700	9	1,800	8	1,600	9	1,800	9	1,800
Prior Experience with Similar Projects		20%	9	1,800	9	1,800	9	1,800	10	2,000	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	8.5	1,700
Total Proposed Price		25%	7	1,750	10	2,500	7.5	1,875	5.5	1,375	8.5	2,125	9	2,250	4	1,000	4.5	1,125	8	2,000	6	1,500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	8	1,600	8	1,600	8	1,600	8	1,600	10	2,000	8	1,600	8	1,600	5	1,000	8	1,600	10	2,000
Professional Qualifications (Evaluation of employees' resumes)		10%	10	1,000	9	0,900	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000
Client References		5%	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500
				8,650	9,200		8,775	8,475		9,225	8,850	7,700	7,025	8,700		8,500						

Name: Bill Anslow

Date: 2/27/2020

EVALUATION SCORE SHEET
RFP #2020-026 / Project #20-C557
Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

PROPOSER	Criteria	Weight	Barton & Logsdice		Bell Engineering		C&S Companies		Creighton Manning		Fot Albert		GPI		JMT		LIR Engineers		Maxer Engineering		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	9.5	1,900	9	1,800	9.5	1,900	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	7.5	1,500	9.5	1,900
	Prior Experience with Similar Projects	20%	9.5	1,900	7.5	1,500	9	1,800	9	1,800	9.2	1,840	8.5	1,700	9	1,800	7.5	1,500	7	1,400	9	1,800
	Total Proposed Price	25%	7	1,750	10	2,500	7.5	1,875	5.5	1,375	8.5	2,125	9	2,250	4	1,000	4.5	1,125	8	2,000	6	1,500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	10	2,000	7.5	1,500	7	1,400	8.5	1,700	9	1,800	9	1,800	7.5	1,500	7.5	1,500	7.5	1,500	8.5	1,700
	Professional Qualifications (Evaluation of employees' resumes)	10%	10	1,000	6	0,600	10	1,000	9	0,900	9	0,900	9	0,900	10	1,000	8	0,800	10	1,000	7	0,700
Client References		5%	10	0,500	10	0,500	8	0,400	10	0,500	.8	0,400	8	0,400	10	0,500	8	0,400	10	0,500	8	0,400
			9,050		8,400		8,375		8,075		8,865		8,850		7,600		7,125		7,900		8,000	

Name: Rd GUNTHERDate: 2/27/2020

EVALUATION SCORE SHEET
RFP #2020-026 / Project #20-C557

Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

2/27/2020

PROPOSER		Barton & Loguidice	Bell Engineering	C&S Companies	Creighton/Vanning	Fair Albert	GPI	JMT	LIRo Engineers	Master Engineering	MJ Engineering										
Criteria	Weight																				
Proposers Comprehension of the Required Scope of Services (work)	20%	9.25	1.850	9	1.800	8	1.600	9	1.800	9.5	1.900	9	1.800	9.5	1.900	8	1.600	9.25	1.850	8.5	1.700
Prior Experience with Similar Projects	20%	9	1.800	9	1.800	8.75	1.750	9.5	1.900	9	1.800	9	1.800	9	1.800	8.5	1.700	9.5	1.900	8.75	1.750
Total Proposed Price	25%	7	1.750	10	2.500	7.5	1.875	5.5	1.375	8.5	2.125	9	2.250	4	1.000	4.5	1.125	8	2.000	6	1.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	9	1.800	8.75	1.750	9	1.800	9.25	1.850	9.25	1.850	9	1.800	9	1.800	9.5	1.900	9	1.800	9.25	1.850
Professional Qualifications (Evaluation of employees' resumes)	10%	9	0.900	8	0.800	8	0.800	9.25	0.925	8.75	0.875	8.5	0.850	8.75	0.875	8	0.800	9.25	0.925	9.25	0.925
Client References	5%	10	0.500	9	0.450	9.25	0.463	10	0.500	9.5	0.475	9.25	0.463	10	0.500	10	0.500	10	0.500	9.5	0.475
		8.600	9.100	8.288	8.350	9.025	8.963	7.875	7.625	8.975	8.200										

Name: Christina Valacich Date: 2/27/2020

EVALUATION SCORE SHEET

RFP #2020-026 / Project #20-C557

Design + Construction Inspection Services

CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir

Culvert Replacement Project

PROPOSER		Barrett & Logsdice	Bell Engineering	C&S Companies	Creighton Manning	Paul Albert	GPI	JMT	LiRo Engineers	Master Engineering	MJ Engineering										
Criteria	Weight																				
Proposers Comprehension of the Required Scope of Services (work)	20%	10	2,000	8	1,600	9	1,800	9.5	1,900	8	1,600	6	1,200	8	1,600	7	1,400	9	1,800		
Prior Experience with Similar Projects	20%	10	2,000	7	1,400	9.5	1,900	10	2,000	9	1,800	10	2,000	10	2,000	8	1,600	9	1,800		
Total Proposed Price	25%	7	1,750	10	2,500	7.5	1,875	5.5	1,375	8.5	2,125	9	2,250	4	1,000	4.5	1,125	8	2,000	6	1,500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	6	1,200	6	1,200	8	1,600	8	1,600	7	1,400	6	1,200	8	1,600	8	1,600		
Professional Qualifications (Evaluation of employees' resumes)	10%	8	0.800	8	0.800	10	1,000	10	1,000	10	1,000	8	0.800	8	0.800	9	0.900	10	1,000		
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	8	0.400		
		8,650	8,000	8,275	8,375	8,625	8,950	6,900	7,225	8,000	8,100										

Name: Tony FernandezDate: 2/27/2020

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-026**

Sealed Proposals for Design and Construction Inspection Services for CR402 over Eight Mile Creek (BIN 3369300) and CR404 over Tributary to the Basic Culvert Replacement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, February 20, 2020.

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 Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY – January 30, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – January 30, 2020 -- THE TIMES UNION

RESOLUTION NO. 139

AUTHORIZING AN AGREEMENT WITH CREIGHTON MANNING ENGINEERING, LLP REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE LARGE CULVERT REPLACEMENT PROJECT

Introduced: 4/9/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Creighton Manning Engineering, LLP regarding design and construction inspection services for the Large Culvert Replacement Project, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on February 1, 2018 and seven bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent reviewed said bids and recommended awarding the contract to Creighton Manning Engineering, LLP as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Creighton Manning Engineering, LLP, Albany, NY 12205 in an amount not to exceed \$168,000 regarding design and construction inspection services for the Large Culvert Replacement Project, and, be it further

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

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

Adopted by unanimous vote. 4/9/18



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

March 24, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on not only paving the 7.58 miles of Cold-In-Place Recycled Roads. We plan on milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt on another 17.20 miles of County Roads for a total of 24.78 miles. The following roads are scheduled for Mill/Fill:

- CR1 (Switzkill Rd.) from NY85 to NY443 (Town Westerlo) ≈2.1 miles
- CR11 (Case Hill Rd.) from Flood Rd. to CR412 (Town of Berne)≈0.6 miles plus 400' of CR11(North Rd.)
- CR108 (Copeland Hill Rd.) from NY32 to CR301 (Town of New Scotland)≈2.45 miles
- CR111 (Alcove Rd.) from NY143 to Greene County Line (Towns of Coeymans & Westerlo)≈4.09 miles plus CR112 (Stacco Rd.) from CR111 to Green County Line ≈.71 miles ≈ total 4.8 miles
- CR157 (Watervliet Shaker Rd.) from Dalessondro Blvd. to Sand Creek Rd. (Town of Colonie) ≈0.8 miles
- CR201 (No. Main St.) from CSX Tracks to CR208 and Stone Rd. from CR201 to CR208 (Town of Guilderland)≈0.23 miles
- CR352 (Fox Creek Rd.) from CR358 to NY145 (Town of Rensselaerville)≈3.04 miles
- CR405 (Sunset Hill Rd.) from NY32 to Green County Line (Town of Westerlo)≈1.10 miles
- CR406 (Kuster Rd.) from 401 to NY32 (Town of Westerlo)≈1.95 miles

These Roads are scheduled for cold in place recycling provided under a separate contract. They will be paved under the hauling and placing contract:

- CR109 (Lawson Lake Rd.) from CR301 to NY32 (Towns of New Scotland and Coeymans)≈3.48 miles

- CR201 (No. Main St.) from Grove St. to CSX Tracks (Towns of New Scotland and Guilderland)≈1.9 miles
- CR255 (Knox-Gallupville Rd.) from NY156 to Schoharie Line (Town of Knox)≈2.2 miles

The entire Hauling & Placing Contract will be paid for by the States CHIPS Program. The County up fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to Callanan Industries, Inc. in the amount not to exceed \$3,047,065.84.

We have included copies of all correspondence along with the bid tabulation sheet. If you have any questions regarding this request, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1620, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Callanan Industries, Inc. for Hauling and Placing

Date: March 24, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa Ramundo

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

315

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☒ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Callanan Industries, Inc.

PO Box 15097

Albany, NY 12212

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$3,047,065.84

Scope of Services: Hauling and Placing of Asphalt Concrete

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: D95112.4075
Appropriation Amount: \$3,047,065.84

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/1/20-11/30/20
Length of Contract: 5 Months

Impact on Pending Litigation

If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on not only paving the 7.58 miles of Cold-In-Place Recycled Roads. We plan on milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt on another 17.20 miles of County Roads for a total of 24.78 miles. The following roads are scheduled for Mill/Fill:

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The entire Hauling & Placing Contract will be paid for by the States CHIPS Program. The County up fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to Callanan Industries, Inc. in the amount not to exceed \$3,047,065.84.

Z:\Employees\Engineering\Hauling & Placing (spreadsheets)\2020\20-C560 2020 H&P Bids

RFB-2019-034 Tabulation

Vendor	Callanan	Cobleskill	New Castle
Bid Bond	Bond	Bond	Bond
Total Bid Amount	\$ 3,047,065.84	\$ 3,052,788.14	\$ 3,070,409.52



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.ALBANYCOUNTY.COM

LISA M. RAMUNDO, P.E.
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa Ramundo, Commissioner

DATE: March 24, 2020

RE: Project No. 20-C560
RFB #2020-035
2020 Hauling & Placing Asphalt Concrete
on Various County Roads

I have reviewed the bid results for Bid #2020-035 for 2020 Hauling & Placing Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, Callanan Industries, Inc. be awarded the bid for a total bid price of \$3,047,065.84.

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

LR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

LISA M. RAMUNDO, PE
COMMISSIONER

Memorandum

TO: *Lisa Ramundo, Commissioner*

FROM: *Bill Anslow, Civil Engineer*

DATE: *March 24, 2020*

RE: *Project #20-C560 (Bid #2020-035)
2020 Hauling and Placing Asphalt Concrete
on Various County Roads*

Having reviewed the three (3) proposals that were received regarding the subject project, Albany County DPW Engineering Division recommends the contract be awarded to Callanan Industries Inc. who has the lowest total bid price of \$3,047,065.84.

Please let me know if you have any questions.

WA:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

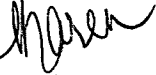
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm 
Purchasing Agent

DATE: March 24, 2020

RE: RFB #2020-035

I am in receipt of your recommendation to award the aforementioned Request for Bids to Callanan Industries, Inc., in the amount of \$3,047,065.84.

As Callanan Industries, Inc., is the low responsive and responsible bidder, I concur with your recommendation.

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

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2020-035**

Sealed bids for Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday, March 19, 2020.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: Various County roads in Albany County

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works, or her representative.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version 6) and may be obtained at the office of the Albany County Purchasing Agent listed above at a cost of \$10.00 deposit per CD to the prospective bidder. If more than one CD is requested, a nonrefundable cost of \$5.00 service charge will be charged. The deposit will be returned to those bidders who return usable CD's with the bid, or within 30 days of their bid submission. Unmarked includes in good, reusable condition.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (3/5/20)

THE EVANGELIST
TIMES UNION

EASTERN NEW YORK LABORERS' TRAINING CENTER



UNION TRUSTEES

DANIEL M. FRESINA

ANTHONY M. FRESINA

PETER STEADMAN

JOHN R. GRIFFIN

ADVISORY TRUSTEES

ARMEN WOOLTERA JR.

GENERAL SUPERVISOR

JOHN J. CRISORIO

EMPLOYER TRUSTEES

JOHN J. CRISORIO

JOHN J. CRISORIO

JOHN J. CRISORIO

JOHN J. CRISORIO

March 11, 2020

Re: Callanan Industries

To Whom It May Concern:

Callanan Industries is a signatory contractor with Laborers Local #190 & #157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local #190 & Local #157 registered & approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions please contact me at 426-0290.

Sincerely Yours,

Anthony M. Crisorio

Anthony M. Crisorio
Apprentice Coordinator



**Department
of Labor**

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Rate Change
*Heavy Highway & Building

State Use Only
AT Sponsor No.
ATP Code
Effective Date of AT Program

1. Name of Sponsor: Eastern New York Laborers Training Center
2. Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
 (number & street) (city) (state) (zip code) (county)
3. Actual Address: same
 (number & street) (city) (state) (zip code) (county)
4. Telephone No.: 518-426-0290 Ext. _____ Fax No.: 518-426-2091
5. E-mail Address: _____
6. Trade/Occupation: Skilled Construction Craft Laborers
7. No. Employees: 1100 No. Apprentices: 20 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3
9. DOT Code: 869.463.580 10. Length of Program: 24 months
11. Apprentice Probationary Period: 6 month 12. Work process: Standard ☒ or Revised ☐
13. Minimum Journeyworker Rate: \$ _____ per hour 14. Effective Date of Wages: July 2019
- *Heavy Highway/Building ZoneA LU 190=\$31.84/\$28.51 ZoneB LU#190 \$30.45/\$23.00
15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
0-1000	1001-2000	2001-3000	3001-4000						
65%	70%	80%	80%						

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

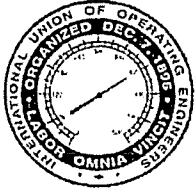
17. Anthony M. Cusano 3/11/20 18. _____
 Signature of Official Sponsor Representative Date Signature of Union Representative Date

Anthony M. Cusano _____
 Print Name and Title Print Name, Title, and Union Name

19. _____
 Signature New York State Department of Labor Date

Provisions for Agreements

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



International Union of Operating Engineers

Local No. 106 Training and Apprenticeship Fund

44 Hannay Lane, Glenmont, NY 12077
(518) 431-1044 ♦ Fax (518) 431-1048

Daniel J. McGraw
Chairman

William F. Gray IV
Training Director

March 10, 2020

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 106 Training and Apprenticeship Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies.

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

Very truly yours,

Daniel J. McGraw
Chairman

DJM/mm

FEB 07 2020



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision ☒

Nature of Change: Increase in Job RATE
Heavy Highway 42.56 To 43.91
Building \$ 42.28 To 43.17
Building for Broome, Chenango and Tioga
\$ 38.46 To 39.20

State Use Only	
AT Sponsor No.	21882
ATP Code	18-285
Effective Date of AT Program	08/01/85

- Name of Sponsor: OP Engineers JAC Albany LU#106
- Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518-431-1044 Ext. Fax No.: 518-431-1048
- E-mail Address: gray@doel58.org
- Trade/Occupation: Operating Engineer (universal equipment)
- No. Employees: 1216 No. Apprentices: 5 No. Journeyworkers: 1216 8. Ratio: 1:1:5
- DOT Code: 859-683-010 10. Length of Program: 36 months
- Apprentice Probationary Period: 9 months 12. Work process: Standard ☒ or Revised ☐ GWC
- Minimum Journeyworker Rate: \$ 43.17 - Heavy Highway Building 14. Effective Date of Wages: 7/1/2019
- Apprentice wage progression for each period - in months (M) or hours (H)
3920 Building (Broome, Chenango and Tioga)

1	2	3	4	5	6	7	8	9	10
M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐	M ☐
H ☒	H ☒	H ☒	H ☒	H ☐	H ☐	H ☐	H ☐	H ☐	H ☐
1000	1000	1000	1000						
60%	70%	80%	90%						

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

- Signature of Official Sponsor Representative [Signature] Date
- Signature of Union Representative [Signature] Date 12/10/19
William F. Gray Training Director JAOE 106 TAF
Print Name, Title, and Union Name
- Signature New York State Department of Labor [Signature] Date 2/4/2020
Signature Date

NYS Department of Labor
 Apprentice Training

DEC 23 2019

Central Office

Provisions for Agreements

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

New York State Comptroller
THOMAS P. DINAPOLI

Logout



VendRep Vendor

My Apps ▾

Form Overview

Information provided may be subject to disclosure under the Freedom of Information Law. Vendors have the opportunity to request exemption from disclosure in Section X of the questionnaire. The user may navigate to Section X at any time to indicate the number of the question to be considered for exemption from disclosure.

Form: Vendor Responsibility For-Profit Construction (CCA-2)
 Status: Certified
 Date Certified: Dec 5, 2019
 Certified By: michael mustropietro
 Certifier's Title: Vice President
 Entity Information: Basic Vendor Data

Section	Status	Modified	Modified By	Action
I. Business Characteristics	Complete	Dec 5, 2019	darlene casalo	View
II. Affiliate and Joint Venture Relationships	Complete	Apr 2, 2018	darlene casalo	View
III. Contract History	Complete	Oct 30, 2018	darlene casalo	View
IV. Integrity - Contract Bidding	Complete	Oct 30, 2018	darlene casalo	View
V. Integrity - Contract Award	Complete	Jan 31, 2014	darlene casalo	View
VI. Certifications/Licenses	Complete	Jan 28, 2011	Tori Roinl	View
VII. Legal Proceedings/Government Investigations	Complete	Apr 15, 2019	darlene casalo	View
VIII. Leadership Integrity	Complete	Jan 31, 2014	darlene casalo	View
IX. Financial and Organizational Capacity	Complete	Apr 11, 2019	darlene casalo	View
X. Freedom of Information Law (FOIL)	Complete	Apr 8, 2008	Tori Roinl	View

State of New York
Department of State } ss:

I hereby certify, that CALLANAN INDUSTRIES, INC. a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 09/07/1971. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 27th day of March
two thousand and eighteen.*

Brendan W. Fitzgerald
Executive Deputy Secretary of State

201803280509 * 45

RESOLUTION NO. 175

AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC.
FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS
ROADS IN ALBANY COUNTY

Introduced: 5/13/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a five-month agreement with Callanan Industries, Inc. as the lowest responsible bidder in the amount of \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and

WHEREAS, The Department of Public Works through the County Purchasing Agent issued a request for bids and three bids were received for Hauling and Placing of Asphalt Concrete on various County roads, and

WHEREAS, The Department and the Purchasing Agent reviewed said bids and recommended awarding the contract to Callanan Industries, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner has indicated the contract cost to the County will be fully reimbursed through the New York State Consolidated Local Street and Highway Improvements Program ("CHIPS"), now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-month agreement with Callanan Industries, Inc., Albany, NY 12212 in an amount not to exceed \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 5/13/19

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: February 4, 2020

Re: Request For Legislative Action – Lease Suite # 8
P. Schneider & Associates

Suite Renewal – Term – January 15, 2020 - January 14, 2023

This suite holder has been the tenant in Suite #8 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1517, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Times Union Center Suite #8

Date: February 5, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

P. Schneider & Associates, PLLC

80 Birch Hill Drive

Cairo, NY 12413

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three Year Lease of suite #8 to P. Schneider & Associates

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA 7128 02451

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 15, 2020 - January 14, 2023

Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Leasing suite #8 for a three year period - January 15, 2020 thru January 14, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the \$3,000 deposit required along with the signed letter of intent.

Submitted by: Robert Belber

Title: General Manager



AN  MANAGED FACILITY

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

LETTER OF INTENT
BY
ALL STAR WINE AND SPIRITS
FOR
CORPORATE SUITE #17

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

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 17 (hereafter the Suite). The cost to twelve seats in one of these suites will be THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$38,250.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

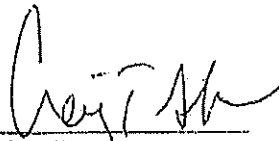
The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Twelve (12) passes will be provided at no charge for all Siena Saints men's basketball home games. Twelve (12) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (12) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$2,250.00 (TWO THOUSAND TWO HUNDRED FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
All Star Wine and Spirits
Suite #17
Page 2

Dated: 1/8/20



Craig Allen
All Star Wine and Spirits

16710

NORTHEAST WINE DEVELOPMENT, LLC

DBA ALLSTAR WINE & SPIRITS
579 TROY-SCHENECTADY RD.
LATHAM FARMS
LATHAM, NY 12110



50-557/213



1/22/2020

PAY TO THE
ORDER OF Times Union Center

\$ **2,500.00

Two Thousand Five Hundred and 00/100*****

DOLLARS

Times Union Center.
51 South Pearl Street
Albany, NY 12207



Craig T. Smith
AUTHORIZED SIGNATURE

MEMO

Deposit Suite

NORTHEAST WINE DEVELOPMENT, LLC

16710

Times Union Center

1/22/2020

2,500.00

NBT Bank - Checking Deposit Suite

2,500.00

Security features. Details on back.



AN **CSMC** MANAGED FACILITY

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

LETTER OF INTENT
BY
SHELTER ENTERPRISES INC
FOR
CORPORATE SUITE #17

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

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 17 (hereafter the Suite). The cost to lease one quarter of one of these suites will be TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) passes will be provided at no charge for all Albany Empire and Siena men's home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA championship events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
Shelter Enterprise Inc.
Suite #17
Page 2

Dated: 1/6/2020



Dustin Pusatere
Vice President
Shelter Enterprises Inc.

SHELTER ENTERPRISES INC. COHOES, NEW YORK 12047

062993

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
1/7/2020	2020-SUITE		750.00	0.00	750.00

Check: 062993

1/7/2020

TIMES UNION CENTER

TOTAL

750.00



SHELTER ENTERPRISES INC.
8 SARATOGA STREET
P.O. BOX 618
COHOES, NEW YORK 12047
(518) 237-4100

KEYBANK
COHOES, NEW YORK 12047
60-7044/2223

062993

062993

PAY *SEVEN HUNDRED FIFTY AND XX / 100

DATE

CHECK AMOUNT

1/7/2020

*****750.00*

TO THE
ORDER
OF

TIMES UNION CENTER
51 SOUTH PEARL ST.
ALBANY, NY 12207

PEPSIA0

AUTHORIZED SIGNATURE

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: February 4, 2020

Re: Request For Legislative Action – Lease Suite # 17
All Star Wine and Spirits and Shelter Enterprises Inc.

Suite Renewal – Term – February 1, 2020 - January 31, 2023

These suite holders have been the tenant in Suite # 17 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1515, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Lease of Times Union Center Suite #17

Date: February 5, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

345

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

All Star Wine & Spirits

579 Troy Schenectady Road

Latham, NY 12110

Additional Parties (Names/addresses):

Shelter Enterprises Inc.

8 Saratoga Street

Cohoes, NY 12047

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three year lease of suite #17 to All Star Wine and Shelter Enterprises Inc.

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line: AA 7128 02451
Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term

Term: (Start and end date) February 1, 2020 thru January 31, 2023
Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☐
If yes, explain: Click or tap here to enter text.

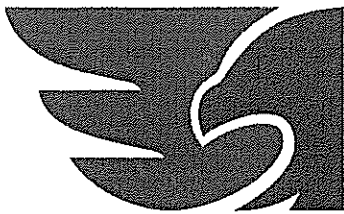
Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Leasing suite #17 for a three year period- February 1, 2020 thru January 31, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid their \$3,000 deposit along with the signed letter of intent.

Submitted by: Robert Belber
Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

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

LETTER OF INTENT
BY
P. SCHNEIDER & ASSOCIATES
FOR
CORPORATE SUITE #8

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

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 8 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS (\$51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

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

Letter of Intent
P. Schneider & Associates
Suite #8
Page 2

Dated: 12-23-19



Patricia Schneider
Managing Member
P. Schneider & Associates

34093

P. Schneider & Associates, PLLC

80 Birch Hill Drive
Cairo, NY 12413

Bank of America



1-32/210

12/23/2019

PAY TO THE ORDER OF Times Union Center, SMG

\$**3,000.00

Three Thousand and 00/100

DOLLARS

Times Union Center



Pat S
AUTHORIZED SIGNATURE

MEMO

CORPORATE SUITE #8

Security features. Details on back.

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: March 5, 2020

Re: Request For Legislative Action – Lease Suite #10
Kasselman Electric

Suite Renewal – Term – March 18, 2020 – March 17, 2023

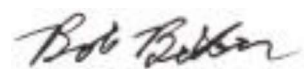
This suite holder has been the tenant in suite # 10 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1586, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #10

Date: March 5, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

352

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Kasselman Electric Co., Inc.

279 Broadway

Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three year lease of suite #10 to Kasselman Electric Co.

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA 7128 02451

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) March 18, 2020 - March 17, 2023

Length of Contract: Three years

Impact on Pending LitigationYes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Leasing suite #10 for a three year period- March 18, 2020 thru March 17, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the \$3,000 deposit required along with the signed letter of intent.

Submitted by: Robert Belber

Title: General Manager

KASSELMAN ELECTRIC CO., INC.

29737

Check#: 29737	Date: 02/24/2020	Vendor#: 30249 TIMES UNION CENTER				
Invoice#	Invoice Date	Job/Description	Balance	Retain	Discount	This Check
LEASE RENEWAL	02/19/2020	SUITE 10	3,000.00			3,000.00



KASSELMAN ELECTRIC CO., INC.

PO Box 984
Albany, NY 12201
518-465-4795



50-111/213



29737

02/24/2020 \$ *3,000.00

EXACTLY THREE THOUSAND DOLLARS

DATE CHECK NO. AMOUNT

PAY
TO THE
ORDER
OF:

TIMES UNION CENTER
51 SOUTH PEARL STREET
ALBANY NY 12207

KASSELMAN ELECTRIC CO., INC.

Becky Kasselmann
AUTHORIZED SIGNATURE

Security features: Details on back

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: March 13, 2020

Re: Request For Legislative Action – Lease Suite #24
Trojan Energy Systems Inc.

New Suite Lease Agreement – Term – April 1, 2020 – March 31, 2023

This will be a new suite holder that would like to occupy suite # 24. They would like to start a new lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



Legislation Text

File #: TMP-1607, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #24

Date: March 13, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Trojan Energy Systems Inc.

2790 6th Avenue

Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three year lease

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA 7128 02451

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2020 - March 31, 2023

Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

This is a new suite lease agreement for the three year period April 1, 2020 thru March 31, 2023. The potential new tenant has signed a letter of intent along with the \$3,000 deposit.

Submitted By: Robert Belber

Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN ASM MANAGED FACILITY

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

LETTER OF INTENT
BY
TROJAN ENERGY SYSTEMS INC.
FOR
CORPORATE SUITE #24

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

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 24 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS (\$51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

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

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

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

Letter of Intent
Trojan Energy Systems Inc.
Suite #24
Page 2

Dated: 3/10/2020

Glenn Godell
President
Trojan Energy Systems

Merchant: SMG as Agent for Albany FS

51 South Pearl Street
Albany, NY 12207
US

518-487-2012

Order Information

Description: letter of intent

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

Billing Information

TROJSN ENERGY SYSTEMS
12061

Shipping Information

Shipping: 0.00

Tax: 0.00

Total: USD 3,000.00

Payment Information

Date/Time: 11-Mar-2020 07:10:55 PDT

Transaction ID: 62245013980

Transaction Type: Authorization w/ Auto Capture

Transaction Status: Captured/Pending Settlement

Authorization Code: 01673S

Payment Method: MasterCard XXXX5086

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: March 10, 2020

Re: Request For Legislative Action – Lease Suite #13
Protective Industrial Products and MVP Health Plan Inc.

Suite Renewal – Term – February 14, 2020 – February 13, 2023

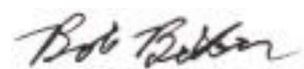
This suite holder has been the tenant in suite # 13 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



Legislation Text

File #: TMP-1605, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Lease of Times Union Center Suite #13

Date: March 10, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Protective Industrial Products
968 Albany Shaker Road
Latham, NY 12110

Additional Parties (Names/addresses):

MVP Health Plan Inc.
625 State Street
Schenectady, NY 12305

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three Year lease to Protective Industrial Products and MVP Health Plan Inc.

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: aa 7128 02451

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) February 14, 2020 - February 13, 2023

Length of Contract: Three years

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Leasing suite #13 for a three year period February 13, 2020 thru February 14, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three year previously. The tenant is current on all payments and they have paid the \$3,000 deposit along with the signed letter of intent.

Submitted by: Robert Belber

Title: General Manager

TIMES UNION CENTER
51 S PEARL ST
ALBANY NY 12207

DATE	INVOICE NO	COMMENT	TOTAL PAYMENTS	DISCOUNT	NET AMOUNT
01/28/20	12510	SUITE 13 DEPOSI	1,500.00		1,500.00
CHECK: 490465 02/20/20 TIMES UNION CENTER 21664				CHK TOTAL:	\$1,500.00

THE BACK OF THIS CHECK CONTAINS A MVP CUSTOM MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY MVP CUSTOM MARK



JPMorgan Chase Bank N.A.
SYRACUSE, NY

60397
213

490465
CHECK NUMBER

02/20/20
DATE

*****\$1,500.00
AMOUNT

VOID OVER *****\$1,500.00

PAY
ONLY One thousand five hundred and 00/100 Dollars

TO
THE
ORDER
OF

TIMES UNION CENTER
51 S PEARL ST
ALBANY NY 12207

Richard M. Odazini
Authorized Agent(s)

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

MEMORANDUM

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

From: Bob Belber
Regional General Manager

Date: April 2, 2020

Re: Request For Legislative Action – Lease Suite # 9
BLUE SHIELD OF NENY
Suite Lease Term – JULY 1, 2020 – JUNE 30, 2023

This is a suite holder that was previously in Suite # 24 has been first on the list of suite holders that would like to move to a better location if one was to become available. Suite # 9 was previously occupied by GE. Unfortunately, GE elected not to renew their suite. The move list consists of suite holders that typically are in suites located behind the end-stage used for concerts. However, previously Blue Shield would only agree to a one-year term on their suite lease. In order to move to the better suite BlueShield of NENY agreed to commit to a three-year term. We are asking for approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned. The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1635, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #9

Date: March 25, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☒ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Ms. Caitlin Zulewski - Corporate Relations Director

BlueShield of NENY

257 West Genesee Street

Buffalo NY 14202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three year lease of suite #20 to BlueShield of NENY

Bond Res. No.: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA 7128 02451

Revenue Amount: \$51,000

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 1, 2020 - June 30, 2023

Length of Contract: Three Years

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Leasing suite #9 for a 3 year period - July 1, 2020 thru June 30, 2023. This is current suite holder that previously occupied and leased Suite # 24. GE was the holder of this Suite #9 but elected not to renew. Since BlueShield of NENY is first on the list of current suite holders that would like to move to a better suite location that is not behind the end stage, we offered them the opportunity to lease Suite #9 providing they agree to commit for a three-year term. They have agreed to do so and have signed a Letter of Intent and they have paid a deposit. The start date of this lease will be July 1, 2020 due to the pandemic. BlueShield had been current on all payments related to their prior Suite #24.



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

KAREN STORM
PURCHASING AGENT

April 2, 2020

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

Dear Chairman Joyce:

The Purchasing Division respectfully requests approval of the reference contract for National Business Technologies to provide lease and maintenance of 34 Copiers for various County Departments. All copiers will be networked for use as printers/copiers/and document scanners. Purchasing received three (3) competitive proposals from contracts holding current national cooperative contracts. National Business Technologies submitted the best pricing proposal utilizing Kyocera's national TCPN (The Cooperative Purchasing Network) contract. Lease costs and usage charges calculated using estimated quantities totals of \$183,094.18 We are requesting authorization for a total cost not to exceed \$200,000 to cover usages charges in excess of those estimated, unforeseen costs such as relocation of copiers, optional costs such as staples/hard drive surrender fees and any additional added copiers to the lease term.

Attached are the related documents for your review. If you have any questions, please contact me directly at 447-7149.

Sincerely,

Karen A. Storm

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1631, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to provide lease and maintenance of 34 Copiers for various County Departments

Date:	April 2, 2020
Submitted By:	Pamela O Neill
Department:	Purchasing
Title:	Deputy Purchasing Agent
Phone:	518-447-7139
Department Rep.	Karen A. Storm
Attending Meeting:	Public Works

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- ☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☒ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party National Business Technologies

15 Corporate Circle

Albany NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$200,000.00
Scope of Services: Lease Maintenance of Photocopiers

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☐
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

Multiple County Departments details are listed National Business

Award with Cost Centers

Appropriation Amount:

Please see National Business Award with Cost Centers

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100%

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

July 1, 2020 - June 30, 2024

Length of Contract:

Four Years

Impact on Pending LitigationYes ☐ No ☐

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

234

Date of Adoption:

June 10, 2019

Justification: (state briefly why legislative action is requested)

The Purchasing Division respectfully requests approval of the reference contract for National Business Technologies to provide lease and maintenance of 34 Copiers for various County Departments. All copiers will be networked for use as printers/copiers/and document scanners. Purchasing received three (3) competitive proposals from contracts holding current national cooperative contracts. National Business Technologies submitted the best pricing proposal utilizing Kyocera's national TCPN (The Cooperative Purchasing Network) contract. Lease costs and usage charges calculated using estimated quantities totals of \$183,094.18 We are requesting authorization for a total cost not to exceed \$200,000 to cover usages charges in excess of those estimated, unforeseen costs such as relocation of copiers, optional costs such as staples/hard drive surrender fees and any additional added copiers to the lease term

NATIONAL BUSINESS AWARD WITH COST CENTERS

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost	Cost Center
	Lease Start date 7/1/2020											
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	280.00	3-pack \$15.00	\$ 300.00	A91171.44065
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	963.20	3-pack \$15.00	\$ 300.00	A96119.44065
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028 \$	1,680.00	3-pack \$15.00	\$ 300.00	A96119.44065
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	5003i	50	\$ 250.60	\$ 4,009.60	0.0028 \$	616.00	3-pack \$15.00	\$ 300.00	A96119.44065
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	3,304.00	3-pack \$15.00	\$ 300.00	A96119.44065
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028 \$	224.00	3-pack \$15.00	\$ 300.00	A91315.44065
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	761.60	3-pack \$15.00	\$ 300.00	A93150.44065
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	302.40	3-pack \$15.00	\$ 300.00	A93150.44065
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	5003i	50	\$ 223.22	\$ 3,571.52	0.0028 \$	358.40	3-pack \$15.00	\$ 300.00	A91410.44065
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	5003i	50	\$ 327.50	\$ 5,240.00	0.0028 \$	56.00	3-pack \$15.00	\$ 300.00	A91410.44065

NATIONAL BUSINESS AWARD WITH COST CENTERS

11	County Clerk County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	6003i	60	\$	272.90	\$	4,366.40	0.0028	\$	672.00	3-pack \$15.00	\$	300.00	A91410.44065
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	6003i	60	\$	272.90	\$	4,366.40	0.0028	\$	560.00	3-pack \$15.00	\$	300.00	A91230.44065
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	7353ci	75	\$	480.00	\$	7,680.00	0.0028	\$	2,240.00	3-pack \$15.00	\$	300.00	A91165.44065
			color is unknown													
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	7353ci	75	\$	480.00	\$	7,680.00	0.0028	\$	840.00	3-pack \$15.00	\$	300.00	A91165.44065
			115,000	Color						0.034	\$	15,640.00				
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		4003i	40	\$	212.33	\$	3,397.28	0.0028	\$	-	3-pack \$15.00	\$	300.00	A91310.44065
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	4003i	40	\$	212.33	\$	3,397.28	0.0028	\$	504.00	3-pack \$15.00	\$	300.00	A94010.44065
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	5003i	50	\$	320.69	\$	5,131.04	0.0028	\$	504.00	3-pack \$15.00	\$	300.00	A91010.44065
			color is unknown													
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	6003i	60	\$	272.90	\$	4,366.40	0.0028	\$	336.00	3-pack \$15.00	\$	300.00	A94310.44065
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	4003i	40	\$	212.33	\$	3,397.28	0.0028	\$	336.00	3-pack \$15.00	\$	300.00	A94310.44065
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	6003i	60	\$	324.79	\$	5,196.64	0.0028	\$	3,192.00	3-pack \$15.00	\$	300.00	NH96020.44065
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	5003i	50	\$	288.66	\$	4,618.56	0.0028	\$	1,064.00	3-pack \$15.00	\$	300.00	NH96020.44065
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	4003i	40	\$	212.33	\$	3,397.28	0.0028	\$	280.00	3-pack \$15.00	\$	300.00	A93140.44065
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	6003i	60	\$	272.90	\$	4,366.40	0.0028	\$	448.00	3-pack \$15.00	\$	300.00	A93140.44065
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	5003i	50	\$	237.27	\$	3,796.32	0.0028	\$	504.00	3-pack \$15.00	\$	300.00	A93140.44065
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	4003i	40	\$	212.33	\$	3,397.28	0.0028	\$	336.00	3-pack \$15.00	\$	300.00	A91345.44065

NATIONAL BUSINESS AWARD WITH COST CENTERS

26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	4003i	40	\$ 263.72	\$ 4,219.52	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	G8130.44065
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000 color is unknown	3553ci	35	\$ 273.46	\$ 4,375.36	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	G98130.44065
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	m2640idn	45	\$ 70.21	\$ 1,123.36	0.0028	\$ 112.00	3-pack \$15.00	\$ 300.00	G98130.44065
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000 color is unknown	5053ci	50	\$ 364.45	\$ 5,831.20	0.0028	\$ 448.00	3-pack \$15.00	\$ 300.00	A93110.44065
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	m2640idn	40	\$ 70.21	\$ 1,123.36	0.0028	\$ 56.00	3-pack \$15.00	\$ 300.00	A93110.44065
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00	A96060.44065
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	A96010.44065
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 224.00	3-pack \$15.00	\$ 300.00	A96010.44065
	Lease Start Date 11/1/2020						\$ 135,676.48		\$ 38,801.60		\$ 174,478.08	
	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	m2640idn	40	\$ 70.21	\$ 1,053.15	\$ 0.0028	\$ 168.0000	3-pack \$15.00	\$ 300.00	A94310.44065
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000 20,000	5053ci	50	\$ 296.73	\$ 4,450.95	\$ 0.0028	\$ 224.0000	3-pack \$15.00	\$ 300.00	A93110.44065
								\$ 0.034	\$ 2,720.0000			
							\$ 5,504.10		\$ 3,112.00		\$ 8,616.10	
											\$ 183,094.18	

RFB#2020-001	
Copier Lease/Maintenance	
Vendor	Grand totals
	Lease and usage combined
National Business	\$ 183,094.18
Toshiba	\$ 185,955.39
.	
Ricoh	\$ 213,552.84

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease start date 7/1/2020										
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	420.00		\$ 250.00
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	1,444.80		\$ 250.00
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042 \$	2,520.00		\$ 250.00
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	MP5055	50	\$ 260.97	\$ 4,175.52	0.0042 \$	924.00		\$ 250.00
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	4,956.00		\$ 250.00
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	MP5055	50	\$ 279.30	\$ 4,468.80	0.0042 \$	336.00		\$ 250.00
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	1,142.40		\$ 250.00
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	MP4055	40	\$ 220.05	\$ 3,520.80	0.0042 \$	453.60		\$ 250.00
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042 \$	537.60		\$ 250.00
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	MP5055	50	\$ 330.60	\$ 5,289.60	0.0042 \$	84.00		\$ 250.00

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
11	County Clerk County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	1,008.00		\$ 250.00
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	840.00		\$ 250.00
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	MPC6503	65	\$ 481.11	\$ 7,697.76	0.0042 \$	3,360.00		\$ 250.00
			Color is unknown					0.035			
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	MPC6503	65	\$ 481.11	\$ 7,697.76	0.0042 \$	1,260.00		\$ 250.00
			115,000					0.035 \$	16,100.00		
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	-		\$ 250.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	756.00		\$ 250.00
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	IMC4500	45	\$ 287.76	\$ 4,604.16	0.0037 \$	666.00		\$ 250.00
			Color is unknown					0.035			\$ 250.00
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	504.00		\$ 250.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	504.00		\$ 250.00
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	MP6055	60	\$ 406.47	\$ 6,503.52	0.0042 \$	4,788.00		\$ 250.00
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	MP5055	50	\$ 305.58	\$ 4,889.28	0.0042 \$	1,596.00		\$ 250.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	420.00		\$ 250.00

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	672.00		\$ 250.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042 \$	756.00		\$ 250.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042 \$	504.00		\$ 250.00
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	MP3555	35	\$ 206.82	\$ 3,309.12	0.0042 \$	840.00		\$ 250.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	IMC3500	35	\$ 269.58	\$ 4,313.28	0.0042 \$	840.00		\$ 250.00
			Color is unknown								\$ 250.00
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	MP2555	25	\$ 159.12	\$ 2,545.92	0.0042 \$	168.00		\$ 250.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	IIMC4500	45	\$ 310.23	\$ 4,963.68	0.0042 \$	672.00		\$ 250.00
			Color is unknown								\$ 250.00
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	MP2555	25	\$ 159.12	\$ 2,545.92	0.0042 \$	84.00		\$ 250.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042 \$	420.00		\$ 250.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042 \$	840.00		\$ 250.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	MP4055	40	\$ 220.05	\$ 3,520.80	0.0042 \$	336.00		\$ 250.00
							\$ 147,548.16	\$	50,752.40	\$ 198,300.56	

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	IM430F	45	\$79.00/\$118.50	\$ 1,738.00	0.042 \$	2,520.00		\$ 250.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	IMC4500	45	\$ 219.74	\$ 4,834.28	0.042 \$	3,360.00		\$ 250.00
			20,000				Color	0.035 \$	2,800.00		
							\$ 6,572.28		8,680.00	\$ 15,252.28	
									Grand total	\$213,552.84	

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start Date 7/1/2020										
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349 \$	349.00 \$	119.99 \$	195.00 \$
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	eStudio 3518A	35	\$ 173.58	\$ 2,777.28	0.00349 \$	1,200.56 \$	119.99 \$	195.00 \$
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	eStudio 5018A	50	\$ 201.13	\$ 3,218.08	0.00349 \$	2,094.00 \$	119.99 \$	195.00 \$
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	eStudio5018A	50	\$ 215.37	\$ 3,445.92	0.00349 \$	767.80 \$	119.99 \$	195.00 \$
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	eStudio5518A	55	\$ 311.80	\$ 4,988.80	0.00349 \$	4,118.20 \$	119.99 \$	195.00 \$
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	eStudio5018a	50	\$ 210.11	\$ 3,361.76	0.00349 \$	279.20 \$	119.99 \$	195.00 \$
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	eStudio518a	55	\$ 311.80	\$ 4,988.80	0.00349 \$	949.28 \$	119.99 \$	195.00 \$
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349 \$	376.92 \$	119.99 \$	195.00 \$
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349 \$	446.72 \$	119.99 \$	195.00 \$
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	eStudio 5018A	50	\$ 329.21	\$ 5,267.36	0.00349 \$	69.80 \$	119.99 \$	195.00 \$
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	eStudio5518a	55	\$ 311.80	\$ 4,988.80	0.00349 \$	837.60 \$	119.99 \$	195.00 \$
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	eStudio 6518a	65	\$ 300.27	\$ 4,804.32	0.00349 \$	698.00 \$	119.99 \$	195.00 \$

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	eStudio6516c	65	\$ 403.74	\$ 6,459.84	0.00349	\$ 2,792.00	\$ 119.99	\$ 195.00
			Color is unknown					0.039			\$ 195.00
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	eStudio 6516C	65	\$ 403.74	\$ 6,459.84	0.00349	\$ 1,047.00	\$ 119.99	\$ 195.00
			115,000			Color		0.039	\$ 17,940.00		
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ -	\$ 119.99	\$ 195.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	eStudio 3518A	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	eStudio4515c	45	\$ 262.67	\$ 4,202.72	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	eStudio 6518a	65	\$ 319.69	\$ 5,115.04	0.00349	\$ 418.80	\$ 119.99	\$ 195.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 418.80	\$ 119.99	\$ 195.00
	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	eStudio6518a	65	\$ 368.45	\$ 5,895.20	0.00349	\$ 3,978.60	\$ 119.99	\$ 195.00
20	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	eStudio5018a	50	\$ 224.35	\$ 3,589.60	0.00349	\$ 1,326.20	\$ 119.99	\$ 195.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 349.00	\$ 119.99	\$ 195.00
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	eStudio5518a	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 558.40	\$ 119.99	\$ 195.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	eStudio 5018a	50	\$ 210.11	\$ 3,361.76	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 418.80	\$ 119.99	\$ 195.00

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	eStudio 3518a	35	\$ 187.82	\$ 3,005.12	0.00349	698.00	\$ 119.99	\$ 195.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	eStudio 3515ac	35	\$ 244.70	\$ 3,915.20	0.00349	698.00	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	eStudio 2518a	25	\$ 155.47	\$ 2,487.52	0.00349	139.60	\$ 119.99	\$ 195.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	eStudio 4515ac	45	\$ 256.33	\$ 4,101.28	0.00349	558.40	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	eStudio 2518a	25	\$ 141.24	\$ 2,259.84	0.00349	69.80	\$ 119.99	\$ 195.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349	349.00	\$ 119.99	\$ 195.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	eStudio 5518a	55	\$ 311.80	\$ 4,988.80	0.00349	698.00	\$ 119.99	\$ 195.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	eStudio 5018A	50	\$ 205.41	\$ 3,286.56	0.00349	279.20	\$ 119.99	\$ 195.00
							\$ 128,276.16		46,809.28	\$ 175,085.44	
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	eStudio 478s	50	\$ 188.91	\$ 2,833.65	0.00349	209.40	\$ 119.99	\$ 195.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	eStudio 4515ac	45	\$ 295.18	\$ 4,427.70	0.00349	279.20	\$ 119.99	\$ 195.00
			20,000			color		0.039	3,120.00		

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
							\$ 7,261.35		3,608.60	\$ 10,869.95	
										\$ 185,955.39	

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start date 7/1/2020										
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany NY 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	280.00	3-pack \$15.00	\$ 300.00
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	963.20	3-pack \$15.00	\$ 300.00
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028 \$	1,680.00	3-pack \$15.00	\$ 300.00
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	5003i	50	\$ 250.60	\$ 4,009.60	0.0028 \$	616.00	3-pack \$15.00	\$ 300.00
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	3,304.00	3-pack \$15.00	\$ 300.00
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028 \$	224.00	3-pack \$15.00	\$ 300.00
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	761.60	3-pack \$15.00	\$ 300.00
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028 \$	302.40	3-pack \$15.00	\$ 300.00
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	5003i	50	\$ 223.22	\$ 3,571.52	0.0028 \$	358.40	3-pack \$15.00	\$ 300.00
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	5003i	50	\$ 327.50	\$ 5,240.00	0.0028 \$	56.00	3-pack \$15.00	\$ 300.00
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany NY 12211	55	60,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	672.00	3-pack \$15.00	\$ 300.00
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028 \$	560.00	3-pack \$15.00	\$ 300.00

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	7353ci	75	\$ 480.00	\$ 7,680.00	0.0028	2,240.00	3-pack \$15.00	\$ 300.00
			color is unknown								\$ 300.00
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 115,000	7353ci Color	75	\$ 480.00	\$ 7,680.00	0.0028 0.034	840.00 15,640.00	3-pack \$15.00	\$ 300.00
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		4003i	40	\$ 212.33	\$ 3,397.28	0.0028	-	3-pack \$15.00	\$ 300.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	504.00	3-pack \$15.00	\$ 300.00
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	5003i	50	\$ 320.69	\$ 5,131.04	0.0028	504.00	3-pack \$15.00	\$ 300.00
			color is unknown								
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	336.00	3-pack \$15.00	\$ 300.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	336.00	3-pack \$15.00	\$ 300.00
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	6003i	60	\$ 324.79	\$ 5,196.64	0.0028	3,192.00	3-pack \$15.00	\$ 300.00
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	5003i	50	\$ 288.66	\$ 4,618.56	0.0028	1,064.00	3-pack \$15.00	\$ 300.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	280.00	3-pack \$15.00	\$ 300.00
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	448.00	3-pack \$15.00	\$ 300.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028	504.00	3-pack \$15.00	\$ 300.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	336.00	3-pack \$15.00	\$ 300.00

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	4003i	40	\$ 263.72	\$ 4,219.52	0.0028	560.00	3-pack \$15.00	\$ 300.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	3553ci	35	\$ 273.46	\$ 4,375.36	0.0028	560.00	3-pack \$15.00	\$ 300.00
			color is unknown								
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	m2640idn	45	\$ 70.21	\$ 1,123.36	0.0028	112.00	3-pack \$15.00	\$ 300.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	5053ci	50	\$ 364.45	\$ 5,831.20	0.0028	448.00	3-pack \$15.00	\$ 300.00
			color is unknown							3-pack \$15.00	\$ 300.00
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	m2640idn	40	\$ 70.21	\$ 1,123.36	0.0028	56.00	3-pack \$15.00	\$ 300.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	280.00	3-pack \$15.00	\$ 300.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	560.00	3-pack \$15.00	\$ 300.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	224.00	3-pack \$15.00	\$ 300.00
							\$ 135,676.48		38,801.60		\$ 174,478.08
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	m2640idn	40	\$ 70.21	\$ 1,053.15	\$ 0.0028	168.0000	3-pack \$15.00	\$ 300.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	5053ci	50	\$ 296.73	\$ 4,450.95	\$ 0.0028	224.0000	3-pack \$15.00	\$ 300.00
			20,000					\$ 0.034	2,720.0000		

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive	Surrender Cost
							\$ 5,504.10		\$ 3,112.00		\$ 8,616.10	
												\$ 183,094.18



January 7, 2019

Mr. Edward Bialecki
Senior Vice President of Sales
Kyocera Document Solutions America, Inc.
edward.bialecki@da.Kyocera.com
225 San Road
Fairfield, JJ 07004

Re: Renewal Award of Contract # R150301

Dear Mr. Bialecki:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on December 11, 2018, Region 4 ESC is pleased to announce that Kyocera Document Solutions America, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on March 17, 2015, and subsequent performance thereafter:

Contract

Copiers and Printers

The contract will expire on May 31, 2020, completing the fifth and final year of a five-year term contract. The contract is available through OMNIA Partners. Your designated OMNIA Partners contact is Deborah Bushnell, at 713-554-7348 or deborah.bushnell@omniapartners.com

The partnership between Kyocera Document Solutions, America, Inc., Region 4 and OMNIA Partners can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this **"Agreement"**) is made this 18th day of February 2020, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (**"OMNIA Partners"**), and Kyocera Document Solutions America Inc. (**"Supplier"**).

RECITALS

WHEREAS, the Region 4 Education Service Center ("ESC") (the **"Principal Procurement Agency"**) has entered into a Master Agreement effective June 1, 2020, Agreement No R191102 by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the **"Master Agreement"**), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Copiers and Printers (the **"Product"**);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, **"Public Agencies"**), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a **"Participating Public Agency"**) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement. The administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth below:

Contract Year 1: \$125,000.00

Contract Year 2: \$250,500.00

Contract Year 3: \$500,000.00

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“**Contract Sales Report**”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners’ sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency’s sole discretion, and/or this Agreement, at OMNIA Partners’ sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners’ sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners’ reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners’ costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Kyocera Document Solutions
225 Sand Road
Fairfield, NJ 07004

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**KYOCERA DOCUMENT SOLUTIONS
AMERICA INC.**



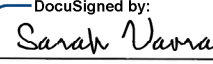
Signature
Peter MORISCO

Name
V.P. CHANNER SALES

Title
2/18/20

Date

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

DocuSigned by:


Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title
2/27/2020 | 8:10 AM CST

Date

March 31, 2020

To whom it may concern,

National Business Technologies (NBT) based in Albany, NY, with offices in Glens Falls, Malta, Plattsburgh and Kingston, NY as well as Burlington, VT is an authorized dealer in good standing with Kyocera Document Solutions, Inc.

Under the terms of our Kyocera Document Solutions dealer agreement, NBT is authorized to sell and service the full line of Kyocera multi-functional products, Printers, Wide Format, Facsimile, and Software Solutions. They also have complete access to Kyocera Parts and Supplies for Kyocera devices.

NBT has technicians that have successfully completed Kyocera's required service training for both hardware and software solutions. In this training, technicians are required to become experts in the repair and maintenance of each machine that National provides. In addition, NBT must carry sufficient parts and supplies to maintain the fleet of units they have in the field.

As and Authorized Dealer, NBT can utilize All of the Kyocera Document Solution resources including, Kyocera Service Hotline, National Fleet Services and Kyocera onsite Technical support.

If there are any further questions, please feel free to contact me.

Regards,

James W. Robinson

Area Sales Manager

Northeast Region

Kyocera Document Solutions America, Inc.

James.Robinson@da.Kyocera.com



15 Corporate Circle— Albany, NY 12203
(518) 724-6455

GOLDAlliance Proposal



A Document Solution for

Albany County
BID#2020-001

March 18 2020

GOLDAlliance

Presented by:
Daniel Gentile
Senior Account Manager
Dgentile@national1927.com

www.national1927.com

GOLDAlliance

— GUARANTEE —

WE GUARANTEE 100% CUSTOMER SATISFACTION

- **Guaranteed Service Response**
- **Guaranteed Service Performance**
- **Guaranteed World-Class Products**

**“Our equipment and service is guaranteed.
If we fail to perform to your guaranteed standards,
we’ll replace the equipment or refund
your service money.”**

YOUR GUARANTEE

Hardware Terms and Conditions

NATIONAL Business Technologies will service all equipment to manufacturer's recommendations and, if unable to satisfactorily service a NATIONAL product in the field, a loaner will be provided at no charge while in-shop repairs are performed. If a NATIONAL product is unable to be satisfactorily repaired, a comparable replacement model will be provided at no charge.

All NATIONAL products are covered for a period of five years, provided that the original unit is continuously maintained under a NATIONAL maintenance agreement from the date of installation.

We Guarantee Same Day Service

All NATIONAL service calls will have an average six-hour response time (Mon-Fri 8am-5pm). The six-hour response time will be reviewed annually. If NATIONAL fails to meet an average six-hour response time, NATIONAL will refund your service money in the form of a check for the last month's service.

This Guarantee:

- Applies to equipment that has not been damaged or destroyed by customer abuse or acts of nature.
- Applies if the customer's account is current.

Software Terms and Conditions

If NATIONAL is unable to complete the Scope of Work, NATIONAL will refund your professional services and software money.

All NATIONAL Software Application versions are supported as stated in the Scope of Work by NATIONAL and said software vendor, until the software vendor discontinues support for the software application.

This Guarantee:

- Applies to software issues that are known by NATIONAL and said software vendor but precludes external factors that may affect the software (e.g. hardware changes or changes in other software on the system).
- Requires the client to provide proper resources stated in the Scope of Work.
- Applies if the customer's account is current.
- Loss of data is not covered.



MISSION **STATEMENT**

NATIONAL is an experienced group of professionals committed to the needs of our customers since 1927.

- We provide world-class business technology to improve our clients' productivity.
- We are driven to be the most knowledgeable and best prepared to serve our clients' needs.
- We respond to our clients' service needs with a sense of urgency.
- We hold ourselves to the highest standards of honesty and integrity.
- We are committed to the success of our community.

HISTORY

Opening for business in 1927, The Camera Exchange is where our history began, providing photo and camera supplies to the public. After a name change to State Photo and a move uptown, the business continued to grow and began supplying a wider range of products.

In 1952 NATIONAL began selling and servicing the Kodak Verifax photocopier. This was our first entry into the business equipment market; an entrance that would lead to the opening of the NATIONAL Business Equipment division.

As business technology continued to improve, our customers asked us to provide more world-class equipment and services. In 1995 our products transitioned from analog to digital. It was important for our team to support our customers with business connectivity support. Connecting digital business equipment to our customers IT network lead us to create a new support service through NATIONAL IT Services.

In 2017, NATIONAL celebrated its 90th year and operations today have expanded to include more products and services than ever before. It is for that reason, a final change in name was settled on: NATIONAL Business Technologies.

Through the years of selling photocopiers, we have seen many changes and advancements in office technology. One thing that has not changed, however is the superior service that customers can expect from NATIONAL. From the moment the doors opened in 1927, the customer has always been our highest priority.



1927



1952

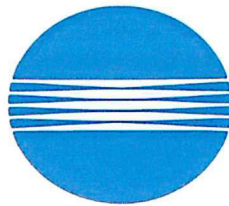


1992



2016

PARTNERS


SHARP

AVAYA

KONICA MINOLTA

Microsoft

Panasonic[®]




MDS DEALER

NATIONAL is a proud Kyocera MDS Dealer and Certified Provider of Kyocera Total Document Solutions. Kyocera MDS Dealers represent the highest level of Managed Print Services knowledge and support in the Kyocera channel of Authorized Dealers. These dealers have proven to successfully reduce customer output costs, simplify consumables fulfillment and improve document efficiency through Kyocera's Managed Document Services program.

MANAGEMENT



Scott Mueller
President/CEO

Tenure: 2008-Present

Scott Mueller is the President and CEO of NATIONAL Business Technologies. Prior to acquiring NATIONAL in 2008, Mueller was the founding owner of National Document Solutions (NDS) in Dayton, OH. NDS was a startup organization which rose to become an award-winning, nationally recognized company. Scott Mueller has over 20 years of experience in the Managed Print Services industry and more than 15 years of experience as a business owner.

Over the years, Mueller's companies have won many awards, including the US Dealer of the Year, Top US Sales Program and Better Business Bureau "Honoree for Ethics". Mueller is currently the President of the Dealer Advisory Council for Kyocera. During his career, Mueller has been on the Hewlett Packard, Kyocera, Konica Minolta and Captaris Dealer Advisory Councils

Mueller grew up in Guilderland, NY and attended the State University of New York at Plattsburgh, where he played basketball and graduated with a Bachelor of Science degree in Marketing. Mueller currently resides in Clifton Park, NY.



Bryan Mueller
Senior Vice President

Tenure: 2008-Present

Bryan Mueller, Senior Vice President of NATIONAL, joined the company in 2008, bringing more than 20 years of experience in sales and general business management. He specializes in reducing customer costs, improving client workflow and educating clients in new technologies and services. Mueller grew up in Guilderland, NY and attended Utica College where he played Division 1 baseball and graduated with a Bachelor of Science degree in Business. He currently resides in Queensbury, NY.



Shawn Saville
Vice President of Service

Tenure: 2016-Present

Shawn Saville joined NATIONAL in 2016, bringing 27 years of experience in service and management with a document solutions provider as a key member of the leadership team. In addition, Shawn has served over 30 years in the US Military. Saville is responsible for setting parameters to judge how effectively and efficiently NATIONAL's service division is operating and ensuring customer satisfaction. Shawn grew up in Hudson Falls, NY.



Russ Mahar
Director of Technology

Tenure: 1982-Present

Russ Mahar leads the NATIONAL team of business technology professionals who enable customers to achieve their business objectives within their budget by deploying the most appropriate products, services and solutions. With over 30 years of experience servicing NATIONAL clients throughout the Tech Valley, Russ has earned an excellent reputation for providing service excellence with a personal touch. Russ is a factory-certified technician on over 50 MFP models, including certifications in document storage systems and workflow software to help customers streamline their traditional paper-based processes into digital environments.



Lawrence Scott
Service Manager

Tenure: 1998-Present

Lawrence Scott is an experienced on-site technician who has earned his leadership role as Service Manager at NATIONAL. As the service manager, Lawrence is responsible for training and professional development of the NATIONAL technical support team. With over 15 years of experience as an in-field service representative and senior technician, Lawrence brings a wealth of experience and knowledge to help customers maximize the performance of their NATIONAL office products and services. Lawrence and his team have been recognized as a Silver Seal recipient by Konica Minolta Corporation and are proficient in providing service excellence for NATIONAL's entire award-winning line-up of Kyocera and Konica Minolta products.



TONER RECYCLING PROGRAM

There are 3 ways that cartridges can be recycled

1. Return Label in each cartridge box

Each Cartridge will have a return label inside of each box. The end user would simply place the used cartridge back in the box, seal and place the label on the box for UPS pickup. Please remind your customers that if they call UPS for a pickup, they will be charged for it. If they have UPS come to their office on a regular basis, they can then give the box to the delivery driver, and they will take the cartridge at no charge to them.

2. Recycling Boxes sent to you at NO Charge

We will provide 20x20x20 boxes at no charge to you for empty cartridges. You can let me know how many you would like shipped to you. The instructions and label for return will be shipped with each box. We request that you only send back LMI cartridges, or OEM cartridges, not other companies' compatible or remanufactured cartridges. You can always order through thelin@national1927.com as well.

3. Pallet Pickup

If you have a customer that has an area that they can store empty cartridges, and can fill a pallet, we will co-ordinate pickup for the pallet. Just email thelin@national1927.com and we will get the pickup scheduled. Again, we ask for OEM or LMI cartridges only.

SUGGESTED IMPLEMENTATION AGENDA

Description	Estimated Time or Date
Order Approved	Execute Contract Upon Board Approval
Hardware Installation to Designated Locations	20 Business Days
Software Installation, Ready to Begin Training	5 Business Days
Hardware Training and In-Service	5 Business Days
Printing and Scanning Training and In-Service	To Commence Upon Completion of Software Installation, 5 Business Days
Follow-Up Training	1-2 Weeks Post Initial Install and Training 1-2 Business Days
Periodic Follow-Up Training	Scheduled as Needed
Review All Aspects of Account Management	Periodic or Quarterly



WHY **NATIONAL**?

- Local, New York based organization
- **GUARANTEED SAME DAY SERVICE OR YOUR MONEY BACK**
- Quarterly account reviews ensure utmost efficiency
- Most reliable technology available
- BEI & ENX Magazine Office Technology Service Excellence Award-Platinum Level Service Provider
- Over half of our technicians have received national recognition
- Out of over 13,000 service technicians across the country, 3 of our technicians are in the top 1%

WORLD-CLASS SERVICE

- Our Philosophy Towards Service Repair:
 - Please refer to our Gold Alliance Guarantee on the following page.
- NATIONAL'S Response Time to Service Calls:
 - The dedicated NATIONAL Technician will call Albany County within one hour of being notified of the service call being placed.
 - National guarantees to have the service call completed within Four hours from when the initial call was placed.
- NATIONAL's Service Technician Team.
 - We employ 23 Technicians throughout our Organization.
 - We will assign a Total of Three Techs to Albany County:
 - One Primary Technician who classifies on our Diamond Category (highest ranking), Two Additional Technicians will be assigned to Albany County As well, also of the diamond ranking.
 - All Techs are fully trained by the manufacturer to include ongoing manufacturer training as new models are introduced. NATIONAL also holds internal training and testing to ensure our Techs maintain the highest level of service.
 - The manufacturer conducts annual evaluations to determine the best techs in the region and the country. NATIONAL employs a tech who was selected one of the top ten in the country. Also NATIONAL uses an independent company to evaluate the service department and each tech. NATIONAL has one of the top 5 BEI rated techs in the country along with a number of Diamond, Platinum and Gold rated Techs. The NATIONAL Service department as a whole is rated as a Platinum Dealer. All Techs are incentivized through BEI to provide excellent service.

Procedure for Placing Service Calls.

- Service calls can be placed by, phone, email, web.
- Our Technicians Are Dispatched Electronically Through Remote Tech.
- Average Number of Copies Between Service Calls.
 - Our Diamond Level Ranked Technicians Average 183,468 Copies Between Calls.

YOUR **GUARANTEE**

Hardware Terms and Conditions

NATIONAL Business Technologies will service all equipment to manufacturer's recommendations and, if unable to satisfactorily service a NATIONAL product in the field, a loaner will be provided at no charge while in-shop repairs are performed. If a NATIONAL product is unable to be satisfactorily repaired, a comparable replacement model will be provided at no charge.

All NATIONAL products are covered for a period of five years, provided that the original unit is continuously maintained under a NATIONAL maintenance agreement from the date of installation.

We Guarantee Same Day Service

All NATIONAL service calls will have an average six-hour response time (Mon-Fri 8am-5pm). The six-hour response time will be reviewed annually. If NATIONAL fails to meet an average six-hour response time, NATIONAL will refund your service money in the form of a check for the last month's service.

This Guarantee:

- Applies to equipment that has not been damaged or destroyed by customer abuse or acts of nature.
- Applies if the customer's account is current.

Software Terms and Conditions

If NATIONAL is unable to complete the Scope of Work, NATIONAL will refund your professional services and software money.

All NATIONAL Software Application versions are supported as stated in the Scope of Work by NATIONAL and said software vendor, until the software vendor discontinues support for the software application.

This Guarantee:

- Applies to software issues that are known by NATIONAL and said software vendor but precludes external factors that may affect the software (e.g. hardware changes or changes in other software on the system).
- Requires the client to provide proper resources stated in the Scope of Work.
- Applies if the customer's account is current.
- Loss of data is not covered.



NFS is a comprehensive, cost-effective remote monitoring solution that saves both time and money.

Technicians can monitor devices in real-time, anticipate issues, even update firmware remotely during off-peak hours – maximizing uptime, making sure business gets done.

NFS also provides comprehensive usage data: Which devices get used the most? Which the least? Is there too much color printing? Or not enough? Over time, the entire document infrastructure can be optimized to best meet the unique and evolving needs of every organization.

NFS is hosted off-site in the highly secure Microsoft Azure cloud, minimizing burden on IT staff.

More consistent uptime for all devices in your fleet

- Real-time device diagnostics and alerts
- Convenient firmware updates
- Remote error resolution, code-resetting
- Supply-level monitoring
- Fewer on-site visits

Deeper understanding of needs through usage data

- Identify trends, user requirements
- Right-size devices across your fleet
- Detailed analytics and graphic reports
- Optimize device configuration to meet needs

Available to technicians and in-house admins

- NFS can be adapted to any customer need
- Virtually eliminates need for maintenance by end users
- Ability to restore deleted information
- Increase productivity by remotely importing and exporting address book data

PRINTAlliance Benefits

Free Services & Cleaning

NATIONAL has an experienced team of technicians that have been trained to work on a variety of printers (i.e Hewlett Packard (HP), Kyocera, Lexmark, Canon, Ricoh, and Brother to name just a few). Our **PRINTAlliance** entitles your organization to unlimited labor and free cleanings for all laser printers.

Fast Response Time

Guaranteed 1 hour call back from your NATIONAL technician from the time of the call being placed where we provide our customers with an estimated time of arrival (current response time is 3.5 hrs.). We understand how important it is to have your printers working so office productivity isn't affected.

Proactive vs Reactive Supply Program

This program removes the hassle of keeping your supplies stocked. Your Account Manager will set your pre-determined threshold levels, and your cartridges will be automatically ordered. We eliminate any emergency situations, overnight shipments or local courier delivery charges caused by running out of supplies.

Supply Guarantee

NATIONAL guarantees that high quality consumables provided for your printers will not cause any malfunction with your device. In the rare event they do, we will repair the problem at no charge and replace the defective cartridge immediately.

Single Point of Contact

Customers are assigned a specific customer service representative who will monitor their account, allowing all questions to be handled by someone familiar with the account and enabling us to provide a fast and courteous level of support.

Proactive Cleanings & Service

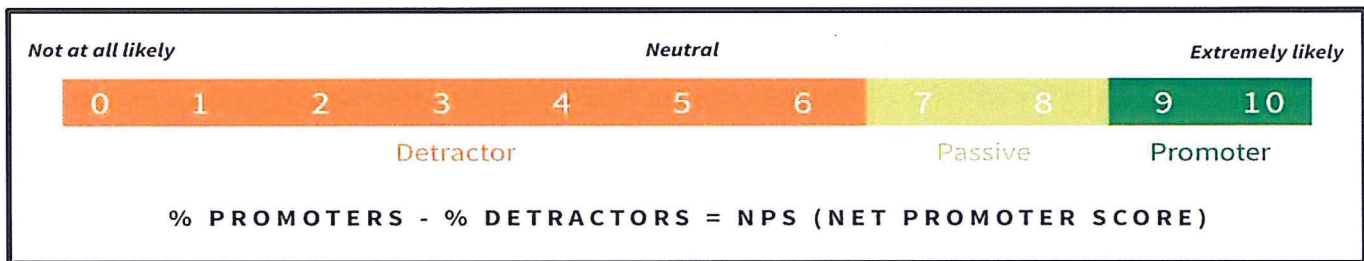
Provides longer life expectancy from your equipment, greater reliability, and better image quality.

Get Your Program Started

Free Labor – Free Printer Cleanings – Low Cartridge Pricing. NATIONAL experts will provide you with quick and courteous service while assisting with your order.

NET PROMOTER SCORE

The **Net Promoter Score** measures the willingness of customers to recommend a company's products or services from others.



NPS® Leaders - N. America 2017		
Company		NPS
Nordstrom		79
USAA		77
Costco		75
Ritz Carlton		72
JetBlue		67
Apple		67
NPS scores published by Satmetrix Systems		

2018 NATIONAL SCORE

87.48

RESPONSE TEAM: *Albany County*

Chris Shersky, CFO

cshsky@national1927.com

518.724.6455 x3180

Shawn Saville, COO

ssaville@national1927.com

518.724.6455 x3280

Russ Mahar, *Director of Technology*

rmahar@national1927.com

518.724.6455 x3157

Michael Carroll, *Operations Manager*

mcarrol@national1927.com

518.724.6455 x3250

Dan Gentile, *Sales Manager*

dkiselica@national1927.com

518.724.6455 x3227

Tom Tatko, *Senior Account Manager*

ttatko@national1927.com

518.724.6455 x3254

Larry Scott, *Service Manager*

jarabio@national1927.com

518.724.6455 x3129

Dave Parker

dparker@national1927.com

518-937-5526 x3290

Matt Coviello *Customer Care Manager*

mcoviello@national1927.com

518.724.6455 x3153

Scott Mueller, *President*

smueller@national1927.com

518.724.6455 x3217



ACCOUNT **MANAGEMENT**

Senior Vice President Bryan Mueller will oversee and manage every aspect of the account utilizing managers of each of NATIONAL's departments that have an impact on Albany County account. Regularly scheduled quarterly review meetings will include information on:

- Implementation and Integration
- Connectivity Support
- Service and Supplies
- Training
- Billing



TRAINING

NATIONAL will provide unlimited training for all aspects of the account throughout the term of the contract on copying, faxing, printing and scanning.

Training Process

1. Initial Installation phase of training.
2. Scheduled detail corporate training to all staff throughout the company.
3. Scheduled follow-up training no more than 2-3 weeks from step 2.
4. Quarterly training scheduled for new employees or follow-up with current employees.
5. In-service training at the beginning of each year



DEMONSTRATION OF **EQUIPMENT**

- Full demonstrations for all proposed equipment are available at 505 Bradford St, Albany NY location. Our Digital Lab is equipped with the full product line of MFP's proposed.
- Onsite demonstrations are available to customers.
- Director Of Technology Russ Mahar will lead all demonstrations of machines. In addition, he will aid in insuring all print jobs are correct to Albany County account satisfaction.
- Bryan Mueller, Larry Scott and other supporting staff members participate in all demonstrations.



VALUE-ADD PROGRAMS

NATIONAL will provide consulting services to ensure the optimization Albany County account print assets. We will identify and redeploy over / under utilized printers and route print jobs to most application appropriate device.

NATIONAL will act as Albany County account IT Help Desk via e-mail, telephone or onsite support which will free up IT resources to focus on core competencies.

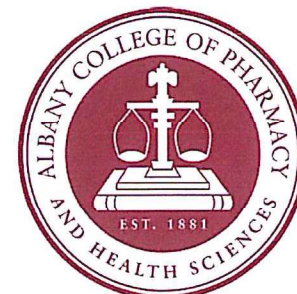
NATIONAL will provide preventative maintenance on all devices on a routine basis ensuring optimum performance and longevity resulting in a maximum return on investment on each asset.

NATIONAL will offer end-user training upon installation and on an ongoing basis to ensure users maximize the functionality and productivity of each device.

REFERENCES

Albany College of Pharmacy & Health Sciences

106 New Scotland Ave
 Albany, NY 12208
 Ben Keezer
 Support Services Manager
 518.694.7321
 Ben.keezer@acphs.edu



Project Summary: Phase 1 (June 2011)

ACPHS was dissatisfied with their current provider's support and assisting on the design of an accounting solution which would allow them to track their copy and print volumes to a user level. They had an obligation on their current lease of almost \$300,000. NATIONAL was able to pay off their obligation, replace all of their current hardware with new Kyoceras, design an accounting system and save ACPHS over \$100,000 over the term of the lease.

Project Summary: Phase 2 (June 2016)

After rightsizing the solution in Phase 1, NATIONAL was able to shorten the term to 36 months and implement PaperCut, a more robust accounting solution for both students and faculty. Students and faculty can now authenticate using RFID. With the Phase 2 solution, NATIONAL is saving the college over \$200,000 in 36 months.

Goods Provided:

- 67 New Kyocera devices in 3 locations (Albany, Rensselaer, & Colchester, VT)
- PaperCut software with RFID Authentication allows the technology department to track usage to a user level for both students and faculty.

Services Provided:

- **GOLDAlliance** Guarantee; Provides clients an average 4-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars
- Customized Invoicing

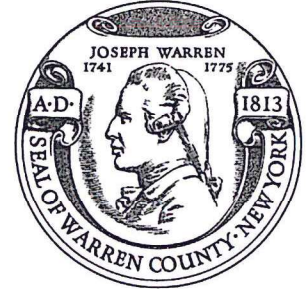
Number of clients receiving these goods: 100

Implementation Start Date: July 2011 (Phase 1), July 2016 (Phase 2)

Approximate Cost: \$300,000 (including goods and services)

Warren County

1340 State Route 9
Lake George, NY 12845
Paul Dusek
Warren County Administrator
518.761.6539
dusekp@warrencountyny.gov



Project Summary:

Warren County had over 350 devices with an average age of over 8 years and were looking to better control their printing costs with a managed print services (MPS) program as well as replace their aged equipment. NATIONAL designed a solution where all current equipment was replaced with new equipment and a 10-year program was structured that would save them \$500,000 and increase productivity.

Goods Provided:

- 130 New Kyocera devices
- RFID Card Readers for each device
- Accounting Software to allow the county to track volumes for all MFPs and cupiers to a user level.

Services Provided:

- **GOLDAlliance** Guarantee; Provides clients an average 4-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars

Number of clients receiving these goods: 200

Date of Solution Approval: July 2012

Implementation Start Date: August 2012

Approximate Cost: \$500,000 (including goods and services)

Shenendehowa Central School District

970 Route 146
 Clifton Park, NY 12065
 Ken McDermith
 Director of Technology
 518.881.0700
 mcdekenn@shenet.org



Project Summary:

Shenendehowa had 660 devices. 360 of them were Lexmark 323 printers, which were expensive to use and became less reliable. The reliability issue was consuming the technology department along with support issues preventing the district to concentrate on mission-critical tasks. Shenendehowa purchased 190 Kyocera printers from NATIONAL, which are much more reliable and less expensive to use.

Goods Provided:

- 447 devices
- KM Accounting; allows the district to track their print volume to a user level on the Kyocera devices.

Services Provided:

- **GOLD Alliance** Guarantee; Provides clients an average 3-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars
- Customized Invoicing

Date of Solution Approval: April 2013

Implementation Start Date: May 2013

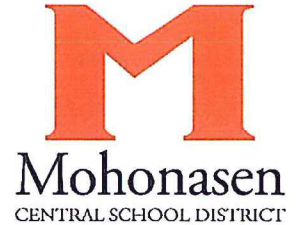
A3 Multifunction Devices: 21

A4 Printers and Multifunction Devices: 426

Average Response Time: 2.3 hours

Mohonasen Central School District

5072 Curry Road
Schenectady, NY 12303
James Dilbone
Director of Technology
(518) 669-0305
JDilbone@mohonasen.org



Summary of Project:

Mohonasen Central School District was initially looking for an improved partner for support for their printing needs following a 20 year relationship with Xerox. After initial implementation through a managed print services solution we have been to direct over 80% of their total prints to their copy center and eliminate almost 30% of their desktop HP deskjet printers that were very expensive to use. Our total solution is saving the district over \$25,000 annually.

Description of Goods Provided:

- 75 New Kyocera Devices
- Papercut software combined with RFID Authentication allows the district to track their copy and print volume to a user level on the Kyocera devices and direct larger jobs to the least expensive devices to use
- Teaching Assistant application which is an application being used on the Kyocera devices for student assessments

Description of Services Provided:

- Managed Print Services contract that allows the Technology Dept. to concentrate on mission critical tasks while National manages their document flow
- Gold Alliance Guarantee which features providing the client with a 4 hour guaranteed response time and a 1 hour call back time
- Data collection agent to provide Just in Time toner fulfillment as well as Life Cycle Management reports
- Quarterly Review meetings with the Vice President of National Business Technologies to discuss printing volumes and adjust contract accordingly
- Ongoing technology training seminars
- Customized invoicing

Approximate Cost

\$500,000 that would include goods and services

Details of products added after the project was completed

- In June 2011 we added our Print Alliance contract (managed print services)
- In February 2012 we added Teaching Assistant applications to 6 Kyocera devices that can be used for student assessments
- have installed network color printers in common areas to eliminate expensive to use HP Deskjet color printing in the classroom
- In December 2014 we added Papercut software as well as RFID card readers on all of the multifunction printers to aid in managing their document flow.

East Greenbush Central School District

29 Englewood Ave
 East Greenbush, NY 12061
 Peter Goodwin
 Director of Technology
 (518) 867-6285
 goodwinpe@egcsd.org



Summary of Project: Phase 1 (Goff Middle School)

East Greenbush Schools was printing a significant amount of their volume to HP Desktop printers which were expensive to use and difficult to support. They were also dissatisfied with their current resell partners for their multifunction printers. National designed a solution using PaperCut software and RFID authentication to design several release stations to perform a 4 to 1 consolidation and eliminate their HP Desktops which were very expensive to use. Goff Middle School was used as a pilot with the implementation occurring in the Spring of 2018. Following the expiration of their previous leases in which the final will be the Spring of 2020, East Greenbush Schools will save over \$27,000 a year just at Goff Middle School.

Summary of Project: Phase 2 (Elementary Schools)

Implementing the same solution as Goff to be completed in the 4th quarter of 2018. Following the expiration of their previous leases in which the final will be the Spring of 2020. East Greenbush Schools will save over \$50,000 a year at the elementary schools.

Summary of Project: Phase 3 (High School)

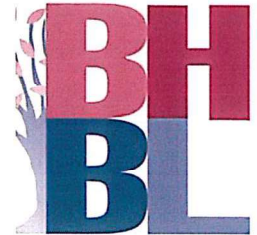
Implementing the same solution as Goff and the elementary schools in the 2nd quarter of 2019. Following the expiration of their previous leases in which the final will be the Spring of 2020. East Greenbush Schools will save over \$40,000 a year at the High School.

Description of Goods Provided:

- 100 New Kyocera devices at the elementary, middle and high school
- Using the PaperCut software with RFID Authentication the Technology Department can track usage to a user level for both students and faculty and to be used as print release stations

Burnt Hills-Ballston Lake School District

88 Lake Hill Road
Burnt Hills, NY 12027
Brenda Kane
Business Administrator
(518) 399-9141 ext. 85025
brkane@bhbl.org

**Summary of Project:**

BH-BL School District has over 25 MFP devices from National Business Technologies over the span of three years. In addition to implementing a Kyocera MFP environment, National has provided two Konica Minolta production print machines in the high school.

Description of Goods Provided:

- 25 New Kyocera Devices
- 2 Konica Minolta Production Printers
- Papercut software combined with RFID Authentication allows the district to track their copy and print volume to a user level on the Kyocera devices and direct larger jobs to the least expensive devices to use

Description of Services Provided:

- Gold Alliance Guarantee which features providing the client with a 4 hour guaranteed response time and a 1 hour call back time
- Data collection agent to provide Just in Time toner fulfillment as well as Life Cycle Management reports
- Quarterly Review meetings with the Vice President of National Business Technologies to discuss printing volumes and adjust contract accordingly
- Ongoing technology training seminars
- Customized invoicing

Date of Implementation

July 2015-February 2017

COUNTY OF ALBANY
SOLICITATION #2020-001

PHOTOCOPIER LEASE AND MAINTENANCE AGREEMENT

Release Date: March 10, 2020
Introduction: Through Solicitation #2020-001, Albany County seeks to explore options available under various National Cooperative contracts to establish a lease and maintenance agreement for thirty-four (34) photocopiers.

A. LEASE/ MAINTENANCE AGREEMENT
SCOPE OF SERVICES

1. The Contractor shall lease to the County, and provide maintenance for the photocopiers listed in the attached document entitled "Minimum Machine Specifications". **This is a True Lease Quote-Title to the Equipment shall not pass to the County of Albany.**
2. The agreement shall be issued for a (48)-month term, with dates July 1, 2020 –June 30, 2024. **(Please note there are some exceptions to start date on two copiers, these are noted on the bid form. All copiers as a part of this solicitation will have the same lease end date)** All submitted pricing, including equipment rental, per copy or print (usage) charges, and staples/supply pricing shall be held firm for the term of the agreement.
3. The Contractor, either directly or through an authorized representative, shall provide all parts and labor necessary to maintain the equipment. At a minimum, maintenance shall include all routine, remedial and preventive maintenance recommended by the equipment manufacturer in order to maintain maximum performance.
4. The Contractor shall provide emergency repair service for equipment in keeping with terms of the lead agency's contract. Albany County's expectation is that a repair technician shall be on site in response to any request for repair service placed by County departments within 4 business hours of receipt of such request, and that 95% of repairs required to render a machine functional shall be completed with 24 hours of receipt of such request.
5. The County requires that all parts, supplies, labor and incidental expenses (travel, shipping charges, etc.) required to maintain and repair the equipment in accordance with the terms of this agreement shall be fully covered under the contract.
6. With the exception of paper and staples, all consumable supplies including, but not limited to, toner and drum units shall be included in the lease price at no additional cost to the County.
7. The County expects that all equipment supplied under this agreement shall be new equipment which is currently in production or which has been discontinued from production not more than twelve (12) months from the date of proposal submission.

SPC1

8. The Contractor shall ensure that all photocopiers are delivered to the location as specified in the solicitation and resulting contract, on or before the lease start date.
9. The County expects that the Contractor shall provide for inside delivery and machine setup at no additional cost, and that user staff training shall be completed for all machines within 14 days of lease start date.
10. **Contract Price Structure**
 - a. It is the County's expectation that the contract shall be structured as a quarterly equipment rental price with copies billed separately as a cost per copy (CPC) for actual copies/prints made during the term of the agreement.
 - b. An estimated annual copy volume is provided for each machine for informational and proposal evaluation purposes.
 - c. Staples and cost of hard drive will not be used in the total cost to determine the lowest quote received.

11. Invoices:

- a. Invoicing shall be on a quarterly basis, in arrears, to the end user department. The quarterly cycle shall be as follows: Quarter 1: January 1-March 31; Quarter 2: April 1-June 30; Quarter 3: July 1-September 30; Quarter 4: October 1-December 31. If the contract commences at a date which does not coincide with a calendar quarter, the first and final contract billings shall be prorated for period which is less than a full quarter, and which will allow all other invoices to be issued on the standard quarterly billing cycle.
- b. Copies and prints shall be billed to the end user department on a standard billing cycle, as proposed by the Contractor, but no more frequently than a quarterly billing cycle.
- c. All invoices shall identify the machine make, model, serial/identification number, and location.
- d. Invoices not in conformance with the above requirements will be returned to the vendor unpaid. No late charges will be paid.
- e. Contractor may invoice multiple copiers to the same end user department on an aggregate basis, provided that the quarterly cost for each copier and any per copy charges, are itemized separately per machine. For every cost billed, the correlating location, make, model and serial number of each copier must be clearly indicated on the invoice.

12. The County expects that, at the end of the lease term, the contractor will provide for pickup and removal of the equipment from County premises, at no additional cost to the County. Contractor will be required to pick up machines within 30 days of notification. If vendor fails to move a machine in the requested time then Albany County will dispose of machine at its discretion.

SPC2

B. PHOTOCOPIER GENERAL MATERIAL SPECIFICATIONS

All equipment proposed under this solicitation shall meet or exceed the specified minimums defined herein.

1. Requirements applicable to ALL Photocopiers are as follow:

- a. All copiers shall be digital.
- b. All copiers shall be Energy Star-compliant.
- c. All copiers shall be equipped with a stand. Tabletop units are not requested, unless specified on the minimum specifications sheet, all copiers shall be freestanding unless specified..
- d. All copiers shall have automatic document feeders (ADFs).
- e. All copiers shall accommodate letter- and legal-size originals, **both via the document feeder and on the document glass.**
- f. All copiers shall have duplex capability.
- g. All document feeders shall have auto duplexing capability- i.e., shall be either reversing automatic or single pass document feeders, to accommodate 2 sided originals of the largest size which the machine can copy. (1 sided to 2 sided, and 2 sided to 1 sided)
- h. All copiers shall have reduce/enlarge/zoom capability.
- i. All copiers shall be network-ready. (See additional requirements for network-ready machines in Section C of this document.)
- j. All copiers shall be equipped with document finishers with the ability to: collate, group/sort and offset stack documents.
- k. All copiers shall be equipped with a minimum of two stock paper trays with a combined capacity of at least 1,000 sheets. Standard Configuration is (1) letter size tray (1) adjustable tray to accommodate all sizes the machine can copy (Note: referenced stock paper trays do not include auxiliary (bypass feed) tray or duplex tray)
- l. At least one of the stock paper trays must be adjustable to accommodate paper sizes 8 1/2" x 11" and 8 1/2" x 14" paper. For copiers specified to accommodate 11" x 17" originals, the adjustable tray shall also accommodate 11" x 17" paper.
- m. All copiers shall be supplied with a power surge protector.

2. Speed-specific requirements are as follow:

- a. All machines with a speed of **35 Copies/Minute (CPM) and higher**, shall be equipped with the following standard features:
 - (1) accommodate ledger size (11" x 17") originals and copies, **both via the ADF and on the document glass;**
 - (2) automatic document staplers;
 - (3) minimum memory of 1 GB RAM;
 - (4) capability for secure printing, which will store print jobs at the device until an authorized user swipes an ID card or enters a password or PIN at the control panel to release the job.
- b. In addition to requirements of (a) above, all machines with a speed of **55 CPM and higher** shall meet or exceed the following:

SPC3

- (1) large capacity (2,000 sheet) letter size (or adjustable) input paper tray + 1 adjustable input paper tray;
- (2) 1,000 sheet offset tray;
- (3) minimum 50-sheet capacity ADF/

3. In addition to all standard requirements and speed-specific requirements detailed above, the “**Minimum Machine Specifications**” table which is incorporated in this solicitation further defines any special requirements for individual machines.

4. **Data Security**

- a. All data stored on the machine shall be encrypted and hard drives equipped to automatically overwrite images with technology meeting Department of Defense (DoD) standard 5220.22M.
- b. Proposed machines which are equipped with hard drives shall be identified in the proposal. A cost for hard drive surrender at lease end shall be included with the proposal, which County departments may opt to purchase at their own discretion, on a case by case basis.

C. **REQUIREMENTS FOR NETWORK READY MACHINES**

All equipment supplied under this agreement shall be network- ready.

1. **Technical Requirements for Network Ready Devices**

- a. All equipment must be network ready with connectivity for at least 10/100 Ethernet.
- b. All Devices must support Postscript, PCL5 or PCL6 protocols. All machines must be capable of running TCP/IP protocol to connect to our existing Cisco switched IP network and support DHCP. All drivers must support duplex printing and support virtualized applications including Citrix and VMWARE.
- c. The successful bidder must supply appropriate drivers (both 32 and 64 bit where available) for Windows Vista and Windows 7 and Windows 8 and Windows 10. As well as support for Windows Server 2008, 2012 and 2016 and Microsoft Active Directory.
- d. Device must obtain all network-related information, including DNS server IP addresses and default gateway from the DHCP server that serves the subnet it's on.
- e. The user must have access to all device capabilities without having to be on the same IP net.
- f. **Document retention and security requirements**
Solution must have the capabilities to digitally shred any stored images after deletion such as from copies, faxes, prints, etc.

SPC4

g. **Scanning Features**

All scanning equipment must be able to scan to user's home directory and/or directly to their E-mail account. Equipment must support integration with Microsoft's Active Directory for user credentials and authentication

- h. Equipment must support Microsoft Servers 2003, 2008/2012 and 2016. System shall allow for security mechanism to prevent guest from scanning to personal E-mail and or home folders. System shall allow for scanning to common FTP repository or Microsoft network directory folders.

- i. The connected scanning and printing functionality of the copier must be available from a single network drop. This will allow scanning to the network and printing to the copier with one single drop.

2. **Installation Process for Networked Devices**

- a. The Contractor must be prepared to work with County Information Services staff on each networked installation to insure that all networked services are installed and functioning properly.

- b. The County will supply network drops and patch cables.

- c. Printer Drivers shall be installed by county staff. Contractor must document the printer driver installation process for County IT staff and the County will complete the installation process. Networking of devices may take place at the time of, or at a mutually agreed upon time after, the initial copier delivery and installation, based upon the County's need to coordinate provision of network drops, cables and IT staff coverage.

- d. The Contractor shall furnish technicians with experience and knowledge to configure and troubleshoot network printers to perform all network installations. **It is the County's expectation that Contractor's services regarding network installation shall be provided at no additional cost to the County.**

D. AWARD OF CONTRACT

The County intends to award a single contract for all machines listed in this solicitation. However, the County does reserve its rights to:

- a. delete machines from the list of requirements once cost proposals have been received, if it is deemed in the best interest of the County to do so, due to budgetary or other constraints;
- b. substitute a proposed unit from one line item and to contract for it in lieu of another, if deemed in the County's best interest, and with the agreement of the proposer; and
- c. contract for additional units at the prices offered in the proposal, under the same terms, and with the agreement of the proposer.

SPC5

E. STANDARD ALBANY COUNTY PROVISIONS

The provisions in the attached document entitled "Standard Clauses for Albany County Agreements" will be required to become part of any contract executed with the County of Albany.

F. PROPOSAL RESPONSE REQUIREMENTS

The proposer's response to this solicitation shall include or address the following:

1. Identify the National Cooperative Contract/State Contract being utilized for purposes of this solicitation.
2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.
3. Indicate your acceptance of the provisions of the attached "Standard Clauses for Albany County Agreements".
4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.
5. At a minimum, address the following:
 - a. How is service provided (direct or through dealer/ rep)? Proposers are to list one main contact for the implementation, billing, and removal of expired machines.
 - b. What is the standard response time for repair/ maintenance service requests? Is the response time frame guaranteed?
 - c. Include a copy of your standard contract document as established through your referenced national cooperative contract/NYS Contract. At the time of proposal submission vendors are to disclose the lease agreement terms for payment of the leased equipment and the payment of the price per copies (maintenance/service). If any other entity provides services or receives payment for either maintenance or services related to this Agreement, disclose that entity, its role pursuant to this Agreement, its Federal Tax ID Number, and address for billing and collection services.
 - d. Identify how security of data stored on the machine is ensured.
 - e. Identify any models proposed which have hard drives.
 - f. Identify any machines proposed which require electrical service greater than standard 110V. ****Please note if the proposed equipment needs special electrical service it will be at the contractors expense to update and configure the service at the time of installation****
 - g. Identify how meter reads are taken per machine.

SPC6

6. Submit your response to the Albany County Purchasing Agent by close of business (4:30 p.m.) on March 18, 2020. Please ensure that your submission includes the completed Cost Proposal Form and the itemized price pages, a response to this solicitation, and any backup documentation materials.

Please direct your response to:

Karen A. Storm
Albany County Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

Responses may be submitted by email to:
karen.storm@albanycountyny.gov
pamela.oneill@albanycountyny.gov

SPC7

F. PROPOSAL RESPONSE REQUIREMENTS

National's response to this solicitation includes or addresses the following:

1. Identify the National Cooperative Contract being utilized for purposes of this solicitation.

TCPN Contract#: RI50301.

2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.

National Business Technologies agrees to comply with provisions as stated in the Scope of Services.

3. Indicate your acceptance of the provisions of the attached "Standard Clauses for Albany County Agreements".

National Business Technologies accepts the provisions of the attached "Standard Clauses for Albany County Agreements".

4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.

National welcomes any County representatives to our showroom located at 15 Corporate Circle, Albany, NY 12203 to view any proposed equipment. We kindly ask for 5 business days advance notice to accommodate your request.

5. At a minimum, address the following:

- a. How is service provided (direct or through dealer/rep)?

Service will be provided by National Business Technologies, an authorized Kyocera Dealer. Larry Scott is our local Service Manager (518-724-6455).

- b. What is the standard response time for repair/maintenance service requests? Is the response time frame guaranteed?

We guarantee same day service. All National Business Technologies service calls will have an average four hour response time (Mon-Fri 8am-5pm). The four hour response time will be reviewed annually. If National fails to meet an average four hour response time, National will refund your service money in the form of a check for the last month's service.

- c. Include a copy of your standard contract document as established through your referenced national cooperative contract.

Our standard lease agreement and Gold Alliance service agreements are attached. National Business Technologies will be the only vendor servicing and maintaining the systems.

d. Identify how security of data stored on the machine is ensured.

Kyocera's Data Security Kits offer 1x or 3x Overwrite Method, Data Encryption, Password Protection for Administrators as well as Automatic and Manual Deletion Modes.

e. Identify any models proposed which have hard drives.

Kyocera Taskalfa 3553ci, 4053ci, 4003i, 5003i and 6003i.

f. Identify any machines proposed which require electrical service greater than standard 110V

No proposed machines require electrical service greater than standard 110V

g. Identify how meter reads are taken per Machine

Meter reads will be taken through FM Audit as a preliminary and National Fleet Services as a secondary.

STANDARD CLAUSES FOR ALBANY COUNTY AGREEMENTS

ARTICLE 1: AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of Albany County (hereinafter called the "County") or in the possession of the "Contractor" shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 2: COOPERATION

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: RELATIONSHIP

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

ARTICLE 5: INDEMNIFICATION

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

ARTICLE 6: COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance

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

ARTICLE 7: NON-INTERRUPTION OF WORK

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

ARTICLE 8: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

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

ARTICLE 9: MISCELLANEOUS PROVISIONS

- 9.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 9.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 9.3 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.
- 9.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

Minimum Detailed Specifications.
RFB#2020-001

1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	faxing capability send and receive
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	(1) 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or Adjustable paper tray (1) 11 x 17 Or adjustable paper tray (1) Large Capapcity 8 1/2 x 11 paper tray (minimum 1,500 sheets ***Hard Drive***
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	(1) 8 1/2 x 11 or Adjustable paper tray (1) adjustable paper tray (1) 8 1/2 x11 paper tray 1500 sheet minimum, one or more additional trays copy of large heavy books

Minimum Detailed Specifications.
RFB#2020-001

8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	min of 25 sheet capacity automatic document feeder. Copy of Large Heavy Books
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	Copy of large heavy books
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	Coin operation-not networked, copy of large heavy books, coin operation must accept quarters
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	Copy of large heavy books
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	Min ADF Capacity 100 sheets, Minimum Stapler Capacity 50 sheets, 8 1/2 x 11 or Adjustable paper Tray, Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays, Color copier, scanner, printer, copy of large heavy books
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color	Color copier, scanner, printer, Min ADF Capacity 100 sheets, minimum stapler capacity 50 sheets, 8 1/2 x 11 or adjustable paper tray, additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays, copy of large heavy books

Minimum Detailed Specifications.
RFB#2020-001

15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35	35,000	
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	Faster double sided copying, Color copier, scanner, and printer
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	Size of new machines needs to be similar in size of current machine (WxDxH, 668 x 767 x 747Mm)
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	Not Networked need Fax Module 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1), Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays- Faxing capability send/receive
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	8 1/2 x 11 or adjustable paper tray (1), 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1) additional 8 1/2 x 11 capacity 2000 sheets, one or more additional Trays Faxing capability send/receive

Minimum Detailed Specifications.
RFB#2020-001

22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	Color Scanning-Minimum 50 sheet capacity document stapler
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	8 1/2 x 11 or adjustable paper tray (1), adjustable paper tray (1), one additional 8 1/2 x 11 paper tray capacity 2000 sheets, one or more trays
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	8 1/2 x 11 or adjustable paper tray (1) adjustable paper tray (1) Additional 8 1/2 x 11 1500 sheet capacity (2)
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	Faxing and copy of large heavy books
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204 (OPTIONAL)	35	BW 50,000 color is unknown	Faxing, color copy, printer, and scanner, and copying of large heavy books
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	Print/Scan/Copy/Fax Freestanding Unit and the ability to be networked
28	Sheriff's Office E- 911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	BW 40,000 Color is unknown	Faxing, color copy, printer, and scanner
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	Copier must be free standing and the ability to be networked for scan to email

Minimum Detailed Specifications.
RFB#2020-001

30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	copy of large heavy books
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	Copy of large heavy books
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	copy of large heavy books
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202	40	15,000	Table top unit is requested due to size constraint (Lease Start Date 11/1/2020
34	Sheriff's Office Administration Court House Albany NY 12207	45		Color Copier Printer and Scanner, stapler , Fax- send receive, 220 sheet single pass document feeder, 2-550 sheet paper tray, 100 sheet bypass tray, Adobe Postscript 3, storage cabinet, envelope feeding via standard 2nd paper drawer and bypass tray, internal 500 sheet finisher. (Lease Start Date 11/1/2020)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT
Solicitation Number: 2020-001

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned 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. 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
	None

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

- (b) 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.

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

BFI

5. Communication concerning this Proposal shall be addressed to:

Don Gentile - Senior Account Manager

Phone: 518-724-6455 x 3327

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

BF2

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: 2020-001

COMPANY: National Business Technologies

ADDRESS: 15 Corporate Circle

CITY, STATE, ZIP: Albany NY 12203

TEL NO.: 518-724-6455

FAX NO.: 518-438-0493

FEDERAL TAX ID NO.: 26-2693993

REPRESENTATIVE: John Arnsio

SIGNATURE AND TITLE J. Arnsio / Business Manager

DATE 3/18/2020

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
1	Alternate Public Defender Family Court 30 Clinton Ave Albany Ny 12207	35	25,000							
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000							
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000							
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000							
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000							
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000							
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000							
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000							
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000							
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000							
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000							
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000 BW Color is unknown							
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color							
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35								
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000							
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000 BW , Color is unknown							
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000							
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000							
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000							
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000							
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000							
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000							
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000							
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000							
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000BW , Color is unknown							
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000							
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000BW, Color is unknown							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000 BW							
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000							
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000							
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Price for two months 11/1 - 12/31	Equipment Lease Price/Quarter	Total Equipment Lease Price 14Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020	40	15,000								
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	BW 20,000 Color: 20,000								
Lease will end date on June 30, 2024 for items 32-33											

[illegible]

Item No.	Department	Min. Speed (CPS)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPS)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters Usage (Per Copy/Print Charge)	Shimble Cartridge (Item and Package Count)	Cost for Hard Drive Surrender Op-710	4E710C stand	data security de-7120	ak-7100	FF-7110	FF-7100	FAX	surge Protector	Op-7110
1	Albany Public Defender (family court) 30 Clinton ave. Albany NY 12207	35	25,000 BW Kyocera 4003	Matchline make and model	40	\$212.13	\$3,095.25 .0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
2	Albany NY 12210 Children, Youth and Families 112 State Street, Suite 400 Albany, NY 12207	35	84,000 Kyocera 4003		40	\$212.13	\$3,095.25 .0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
3	Children, Youth and Families 112 state st. suit 400 Albany, NY 12206	45	150,000 Kyocera 5003		50	\$223.23	\$3,254.05 .0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
4	Children, Youth and Families Albany County Family Court (112 state st suite 400 Albany, NY 12207	45	55,000 Kyocera 5003		50	\$220.60	3,653.05 .0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
5	Children, Youth and Families Even 112 state st. suit 300(back) Albany, NY 12207	55	295,000 Kyocera 6003		60	\$272.90	\$3,578.20 .0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x	x	x			x	
6	Comptroller	45	21,000 Kyocera 5003		50	\$237.27	\$3,458.80 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
7	112 state st., room 103C Albany, NY 12207 Correctional Facility Business Office 840 Albany Shaker Road-2nd Floor Albany, NY 12211	55	65,000 Kyocera 6003		60	\$272.89	3978.20 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x	x	x			x	
8	Correctional Facility Record (second floor) 840 Albany Shaker Road Albany, NY 12211	40	27,000 Kyocera 4003		40	\$212.13	\$3,095.25 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
9	County Clerk File room County Courthouse 16 eagle st. Albany, NY 12211	45	32,000 Kyocera 5003		50	\$233.12	3254.05 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
10	County Clerk (public coin OP) Use Unit County Court house 16 Eagle st room 128 Albany, NY 122.1	50	5,000 Kyocera 5003		50	\$327.50	\$4,774.05 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x	x	x			x	
11	County Clerk Record room County Courthouse 16 eagle st room 128 Albany, NY 12211	55	60,000 Kyocera 6003		60	\$272.90	\$3,978.20 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x	x	x			x	
12	County executive 112 state st. room 1200 Albany, NY 12207	60	50,000 Kyocera 6003		60	\$272.50	\$3,978.20 .0023 B/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x	x	x			x	
13	District Attorney 6 Lodge Street, 4th floor Albany, NY 12207	65	200,000 Kyocera 73534i color NEEDS 120v		75	\$480.00	\$6,997.15 .0028 E/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00		x		x	x		x	
14	District Attorney 112 State Street, Room 1010 Albany, NY 12207	65	75,000 Kyocera 73534i color NEEDS 120v		75	\$480.00	\$6,997.15 .0028 E/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00		x		x	x		x	
15	Finance Division Collection/auditing 112 state st room 117 Albany, NY 12207	35	35 Kyocera 4003		40	\$211.33	\$3,095.25 .0028 E/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
15	Health Department (epidemiology unit) 175 Green st	35	45,000 Kyocera 4003		40	\$211.33	\$3,095.25 .0028 E/W	SH-10 3 Per Pack \$15.00	\$300.00 x	x	x					x	
17	Albany NY 12207 Legislature (Clerks Office) 112 State Street, Room 710 Albany, NY 12207	45	45,000 Kyocera 5003		50	\$326.69	\$4,674.80 .0028 E/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00	x						x	
18	Mental Health 260 south pearl st 1st floor hallway	60	30,000 Kyocera 6003		60	\$272.90	\$3,978.20 .0028 E/W	SH-10 3 Per Pack \$15.00	\$300.00 x		x	x				x	

**COUNTY OF ALBANY
SOLICITATION #2020-001**

PHOTOCOPIER LEASE AND MAINTENANCE AGREEMENT

Release Date: March 10, 2020

Introduction: Through Solicitation #2020-001, Albany County seeks to explore options available under various National Cooperative contracts to establish a lease and maintenance agreement for thirty-four (34) photocopiers.

**A. LEASE/ MAINTENANCE AGREEMENT
SCOPE OF SERVICES**

1. The Contractor shall lease to the County, and provide maintenance for, the photocopiers listed in the attached document entitled “Minimum Machine Specifications”. **This is a True Lease Quote-Title to the Equipment shall not pass to the County of Albany.**
2. The agreement shall be issued for a (48)-month term, with dates July 1, 2020 –June 30, 2024. **(Please note there are some exceptions to start date on two copiers, these are noted on the bid form. All copiers as a part of this solicitation will have the same lease end date)** All submitted pricing, including equipment rental, per copy or print (usage) charges, and staples/supply pricing shall be held firm for the term of the agreement.
3. The Contractor, either directly or through an authorized representative, shall provide all parts and labor necessary to maintain the equipment. At a minimum, maintenance shall include all routine, remedial and preventive maintenance recommended by the equipment manufacturer in order to maintain maximum performance.
4. The Contractor shall provide emergency repair service for equipment in keeping with terms of the lead agency’s contract. Albany County’s expectation is that a repair technician shall be on site in response to any request for repair service placed by County departments within 4 business hours of receipt of such request, and that 95% of repairs required to render a machine functional shall be completed with 24 hours of receipt of such request.
5. The County requires that all parts, supplies, labor and incidental expenses (travel, shipping charges, etc.) required to maintain and repair the equipment in accordance with the terms of this agreement shall be fully covered under the contract.
6. With the exception of paper and staples, all consumable supplies including, but not limited to, toner and drum units shall be included in the lease price at no additional cost to the County.
7. The County expects that all equipment supplied under this agreement shall be new equipment which is currently in production or which has been discontinued from production not more than twelve (12) months from the date of proposal submission.

8. The Contractor shall ensure that all photocopiers are delivered to the location as specified in the solicitation and resulting contract, on or before the lease start date.
9. The County expects that the Contractor shall provide for inside delivery and machine setup at no additional cost, and that user staff training shall be completed for all machines within 14 days of lease start date.

10. Contract Price Structure

- a. It is the County's expectation that the contract shall be structured as a quarterly equipment rental price with copies billed separately as a cost per copy (CPC) for actual copies/prints made during the term of the agreement.
- b. An estimated annual copy volume is provided for each machine for informational and proposal evaluation purposes.
- c. Staples and cost of hard drive will not be used in the total cost to determine the lowest quote received.

11. Invoices:

- a. Invoicing shall be on a quarterly basis, in arrears, to the end user department. The quarterly cycle shall be as follows: Quarter 1: January 1-March 31; Quarter 2: April 1-June 30; Quarter 3: July 1-September 30; Quarter 4: October 1-December 31. If the contract commences at a date which does not coincide with a calendar quarter, the first and final contract billings shall be prorated for period which is less than a full quarter, and which will allow all other invoices to be issued on the standard quarterly billing cycle.
 - b. Copies and prints shall be billed to the end user department on a standard billing cycle, as proposed by the Contractor, but no more frequently than a quarterly billing cycle.
 - c. All invoices shall identify the machine make, model, serial/identification number, and location.
 - d. Invoices not in conformance with the above requirements will be returned to the vendor unpaid. No late charges will be paid.
 - e. Contractor may invoice multiple copiers to the same end user department on an aggregate basis, provided that the quarterly cost for each copier and any per copy charges, are itemized separately per machine. For every cost billed, the correlating location, make, model and serial number of each copier must be clearly indicated on the invoice.
12. The County expects that, at the end of the lease term, the contractor will provide for pickup and removal of the equipment from County premises, at no additional cost to the County. Contractor will be required to pick up machines within 30 days of notification. If vendor fails to move a machine in the requested time then Albany County will dispose of machine at its discretion.

B. PHOTOCOPIER GENERAL MATERIAL SPECIFICATIONS

All equipment proposed under this solicitation shall meet or exceed the specified minimums defined herein.

1. Requirements applicable to ALL Photocopiers are as follow:

- a. All copiers shall be digital.
- b. All copiers shall be Energy Star-compliant.
- c. All copiers shall be equipped with a stand. Tabletop units are not requested, unless specified on the minimum specifications sheet, all copiers shall be freestanding unless specified..
- d. All copiers shall have automatic document feeders (ADFs).
- e. All copiers shall accommodate letter- and legal-size originals, **both via the document feeder and on the document glass.**
- f. All copiers shall have duplex capability.
- g. All document feeders shall have auto duplexing capability- i.e., shall be either reversing automatic or single pass document feeders, to accommodate 2 sided originals of the largest size which the machine can copy. (1 sided to 2 sided, and 2 sided to 1 sided)
- h. All copiers shall have reduce/enlarge/zoom capability.
- i. All copiers shall be network-ready. (See additional requirements for network-ready machines in Section C of this document.)
- j. All copiers shall be equipped with document finishers with the ability to: collate, group/sorted and offset stack documents.
- k. All copiers shall be equipped with a minimum of two stock paper trays with a combined capacity of at least 1,000 sheets. Standard Configuration is (1) letter size tray (1) adjustable tray to accommodate all sizes the machine can copy (Note: referenced stock paper trays do not include auxiliary (bypass feed) tray or duplex tray.)
- l. At least one of the stock paper trays must be adjustable to accommodate paper sizes 8 1/2" x 11" and 8 1/2" x 14" paper. For copiers specified to accommodate 11" x 17" originals, the adjustable tray shall also accommodate 11" x 17" paper.
- m. All copiers shall be supplied with a power surge protector.

2. Speed-specific requirements are as follow:

- a. All machines with a speed of **35 Copies/ Minute (CPM) and higher**, shall be equipped with the following standard features:
 - (1) accommodate ledger size (11" x 17") originals and copies, **both via the ADF and on the document glass;**
 - (2) automatic document staplers;
 - (3) minimum memory of 1 GB RAM;
 - (4) capability for secure printing, which will store print jobs at the device until an authorized user swipes an ID card or enters a password or PIN at the control panel to release the job.
- b. In addition to requirements of (a) above, all machines with a speed of **55 CPM and higher** shall meet or exceed the following:

- (1) large capacity (2,000 sheet) letter size (or adjustable) input paper tray + 1 adjustable input paper tray;
 - (2) 1,000 sheet offset tray;
 - (3) minimum 50-sheet capacity ADF/
- 3. In addition to all standard requirements and speed-specific requirements detailed above, the **“Minimum Machine Specifications”** table which is incorporated in this solicitation further defines any special requirements for individual machines.
- 4. **Data Security**
 - a. All data stored on the machine shall be encrypted and hard drives equipped to automatically overwrite images with technology meeting Department of Defense (DoD) standard 5220.22M.
 - b. Proposed machines which are equipped with hard drives shall be identified in the proposal. A cost for hard drive surrender at lease end shall be included with the proposal, which County departments may opt to purchase at their own discretion, on a case by case basis.

C. REQUIREMENTS FOR NETWORK READY MACHINES

All equipment supplied under this agreement shall be network- ready.

- 1. **Technical Requirements for Network Ready Devices**
 - a. All equipment must be network ready with connectivity for at least 10/100 Ethernet.
 - b. All Devices must support Postscript, PCL5 or PCL6 protocols. All machines must be capable of running TCP/IP protocol to connect to our existing Cisco switched IP network and support DHCP. All drivers must support duplex printing and support virtualized applications including Citrix and VMWARE.
 - c. The successful bidder must supply appropriate drivers (both 32 and 64 bit where available) for Windows Vista and Windows 7 and Windows 8 and Windows 10. As well as support for Windows Server 2008, 2012 and 2016 and Microsoft Active Directory.
 - d. Device must obtain all network-related information, including DNS server IP addresses and default gateway from the DHCP server that serves the subnet it's on.
 - e. The user must have access to all device capabilities without having to be on the same IP net.
 - f. **Document retention and security requirements**
Solution must have the capabilities to digitally shred any stored images after deletion such as from copies, faxes, prints, etc.

g. **Scanning Features**

All scanning equipment must be able to scan to user's home directory and/or directly to their E-mail account. Equipment must support integration with Microsoft's Active Directory for user credentials and authentication

- h. Equipment must support Microsoft Servers 2003, 2008, 2012 and 2016. System shall allow for security mechanism to prevent guest from scanning to personal E-mail and or home folders. System shall allow for scanning to common FTP repository or Microsoft network directory folders.
- i. The connected scanning and printing functionality of the copier must be available from a single network drop. This will allow scanning to the network and printing to the copier with one single drop.

2. **Installation Process for Networked Devices**

- a. The Contractor must be prepared to work with County Information Services staff on each networked installation to insure that all networked services are installed and functioning properly.
- b. The County will supply network drops and patch cables.
- c. Printer Drivers shall be installed by county staff. Contractor must document the printer driver installation process for County IT staff and the County will complete the installation process. Networking of devices may take place at the time of, or at a mutually agreed upon time after, the initial copier delivery and installation, based upon the County's need to coordinate provision of network drops, cables and IT staff coverage.
- d. The Contractor shall furnish technicians with experience and knowledge to configure and troubleshoot network printers to perform all network installations. **It is the County's expectation that Contractor's services regarding network installation shall be provided at no additional cost to the County.**

D. AWARD OF CONTRACT

The County intends to award a single contract for all machines listed in this solicitation. However, the County does reserve its rights to:

- a. delete machines from the list of requirements once cost proposals have been received, if it is deemed in the best interest of the County to do so, due to budgetary or other constraints;
- b. substitute a proposed unit from one line item and to contract for it in lieu of another, if deemed in the County's best interest, and with the agreement of the proposer; and
- c. contract for additional units at the prices offered in the proposal, under the same terms, and with the agreement of the proposer.

E. STANDARD ALBANY COUNTY PROVISIONS

The provisions in the attached document entitled “Standard Clauses for Albany County Agreements” will be required to become part of any contract executed with the County of Albany.

F. PROPOSAL RESPONSE REQUIREMENTS

The proposer’s response to this solicitation shall include or address the following:

1. Identify the National Cooperative Contract/State Contract being utilized for purposes of this solicitation.
2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.
3. Indicate your acceptance of the provisions of the attached “Standard Clauses for Albany County Agreements”.
4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.
5. At a minimum, address the following:
 - a. How is service provided (direct or through dealer/ rep)? Proposers are to list one main contact for the implementation, billing, and removal of expired machines.
 - b. What is the standard response time for repair/ maintenance service requests? Is the response time frame guaranteed?
 - c. Include a copy of your standard contract document as established through your referenced national cooperative contract/NYS Contract. At the time of proposal submission vendors are to disclose the lease agreement terms for payment of the leased equipment and the payment of the price per copies (maintenance/service). If any other entity provides services or receives payment for either maintenance or services related to this Agreement, disclose that entity, its role pursuant to this Agreement, its Federal Tax ID Number, and address for billing and collection services.
 - d. Identify how security of data stored on the machine is ensured.
 - e. Identify any models proposed which have hard drives.
 - f. Identify any machines proposed which require electrical service greater than standard 110V. ****Please note if the proposed equipment needs special electrical service it will be at the contractors expense to update and configure the service at the time of installation****
 - g. Identify how meter reads are taken per machine.

6. **Submit your response to the Albany County Purchasing Agent by close of business (4:30 p.m.) on March 18, 2020.** Please ensure that your submission includes the completed Cost Proposal Form and the itemized price pages, a response to this solicitation, and any backup documentation materials.

Please direct your response to:

**Karen A. Storm
Albany County Purchasing Division
112 State Street, Room 1000
Albany, NY 12207**

Responses may be submitted by email to:

karen.storm@albanycountyny.gov
pamela.oneill@albanycountyny.gov

STANDARD CLAUSES FOR ALBANY COUNTY AGREEMENTS

ARTICLE 1: AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of Albany County (hereinafter called the “County”) or in the possession of the “Contractor” shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 2: COOPERATION

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: RELATIONSHIP

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

ARTICLE 5: INDEMNIFICATION

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

ARTICLE 6: COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance

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

ARTICLE 7: NON-INTERRUPTION OF WORK

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

ARTICLE 8: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor has not:

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

ARTICLE 9: MISCELLANEOUS PROVISIONS

- 9.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 9.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 9.3 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.
- 9.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

Minimum Detailed Specifications.

RFB#2020-001

1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	faxing capability send and receive
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	(1) 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or Adjustable paper tray (1) 11 x 17 Or adjustable paper tray (1) Large Capacity 8 1/2 x 11 paper tray (minimum 1,500 sheets ***Hard Drive***
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	(1) 8 1/2 x 11 or Adjustable paper tray (1) adjustable paper tray (1) 8 1/2 x11 paper tray 1500 sheet minimum, one or more additional trays copy of large heavy books

Minimum Detailed Specifications.

RFB#2020-001

8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	min of 25 sheet capacity automatic document feeder. Copy of Large Heavy Books
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	Copy of large heavy books
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	Coin operation-not networked, copy of large heavy books, coin operation must accept quarters
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	Copy of large heavy books
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	Min ADF Capacity 100 sheets, Minimum Stapler Capacity 50 sheets, 8 1/2 x 11 or Adjustable paper Tray, Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays, Color copier, scanner, printer, copy of large heavy books
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	Color copier, scanner, printer, Min ADF Capacity 100 sheets, minimum stapler capacity 50 sheets, 8 1/2 x 11 or adjustable paper tray, additional 8 1/2 x11 Capacity 2000 sheets, one or more additional trays, copy of large heavy books
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color	

Minimum Detailed Specifications.

RFB#2020-001

15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35	35,000	
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	Faster double sided copying, Color copier, scanner, and printer
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	Size of new machines needs to be similar in size of current machine (WxDxH, 668 x 767 x 747Mm)
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	Not Networked need Fax Module 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1), Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays- Faxing capability send/receive
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	8 1/2 x 11 or adjustable paper tray (1), 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1) additional 8 1/2 x 11 capacity 2000 sheets, one or more additional Trays Faxing capability send/receive

Minimum Detailed Specifications.

RFB#2020-001

22	Probation Department South Pearl Street, 4th Floor, Albany NY 12207	60	35	25,000	Color Scanning-Minimum 50 sheet capacity document stapler
23	Probation Department South Pearl Street 2nd Floor Albany NY 12207	60	55	40,000	8 1/2 x 11 or adjustable paper tray (1), adjustable paper tray (1), one additional 8 1/2 x 11 paper tray capacity 2000 sheets, one or more trays
24	Probation Department South Pearl Street 3rd Floor, Albany NY 12207	60	45	45,000	8 1/2 x 11 or adjustable paper tray (1) adjustable paper tray (1) Additional 8 1/2 x 11 1500 sheet capacity (2)
25	Purchasing Division State Street, Room 1000, Albany NY 12207	112	35	30,000	
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204		35	50,000	Faxing and copy of large heavy books
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204 (OPTIONAL)		35	BW 50,000 color is unknown	Faxing, color copy, printer, and scanner, and copying of large heavy books
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202		25	10,000	Print/Scan/Copy/Fax Freestanding Unit and the ability to be networked
28	Sheriff's Office E- 911 Communications Center, 449 New Salem Road, Voorheesville NY 12186		45	BW 40,000 Color is unknown	Faxing, color copy, printer, and scanner
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207		25	5,000	Copier must be free standing and the ability to be networked for scan to email

Minimum Detailed Specifications.

RFB#2020-001

30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	copy of large heavy books
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	Copy of large heavy books
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	copy of large heavy books
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202	40	15,000	Table top unit is requested due to size constraint (Lease Start Date 11/1/2020
34	Sheriff's Office Administration Court House Albany NY 12207	45		Color Copier Printer and Scanner, stapler , Fax- send receive, 220 sheet single pass document feeder, 2-550 sheet paper tray, 100 sheet bypass tray, Adobe Postscript 3, storage cabinet, envelope feeding via standard 2nd paper drawer and bypass tray, internal 500 sheet finisher. (Lease Start Date 11/1/2020)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: **2020-001**

THIS PROPOSAL IS SUBMITTED TO:

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

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

5. Communication concerning this Proposal shall be addressed to:

Phone:

6. 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: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: **2020-001**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

SIGNATURE AND TITLE _____

DATE _____

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000							
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000							
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000							
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000							
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000							
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000							
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000							
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000							
9	County Clerk County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000							
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000							
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000							
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000 BW Color is unknown							
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color							
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35								
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000							
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000 BW , Color is unknown							
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000							
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
20	Nursing Home 780 Albany Shaker Road, Albany NY 12211	60	285,000							
21	Nursing Home 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000							
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000							
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000							
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000							
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000							
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000							
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000BW , Color is unknown							
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000							
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000BW, Color is unknown							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000 BW							
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000							
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000							
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Price for two months 11/1 - 12/31	Equipment Lease Price/Quarter	Total Equipment Lease Price 14Quarters	Usage (Per Copy/Print Charge	Staple Cartridge (Item# and Package Count	Cost for Hard Drive Surrender
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020	40	15,000								
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	BW 20,000 Color: 20,000								
	Lease will end date on June 30, 2024 for items 32-33										