

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, May 26, 2020

5:30 PM

Held Remotely

Public Works Committee

CURRENT BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. REGARDING DESIGN AND CONSTRUCTION SERVICES FOR THE CR303 AND CR311 (BEAVER DAM RD.) HIGHWAY IMPROVEMENT PROJECT
3. AUTHORIZING A MASTER AGREEMENT WITH NATIONAL GRID REGARDING ENERGY CONSERVATION AND MANAGEMENT SERVICES FOR THE WATER PURIFICATION DISTRICT

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Tuesday, April 28, 2020

5:30 PM

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES [TMP-1602](#)

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

CURRENT BUSINESS:

2. AMENDING RESOLUTION 525 FOR 2019 REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER PURIFICATION DISTRICT'S NORTH PLANT [TMP-1565](#)

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

3. AUTHORIZING AN AGREEMENT WITH BUBONIA HOLDING CORP. REGARDING ASH DISPOSAL AT THE WATER PURIFICATION DISTRICT NORTH PLANT [TMP-1624](#)

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

4. AUTHORIZING AN INTER-MUNICIPAL AGREEMENT REGARDING THE ALBANY POOL COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN [TMP-1636](#)

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

5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION REGARDING THE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT [TMP-1638](#)

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

6. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS [TMP-1530](#)

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

7. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE [TMP-1531](#)

RECYCLING PROJECTS FOR COUNTY ROADS
LOCATED IN THE TOWNS OF COEYMANS,
GUILDERLAND, KNOX, AND NEW SCOTLAND

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

- 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 [TMP-1562](#)

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

- 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 [TMP-1568](#)

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

- 10. AUTHORIZING AN AGREEMENT WITH FOIT ALBERT AND ASSOCIATES REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR402 AND CR 404 CULVERT REPLACEMENT PROJECT [TMP-1572](#)

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

- 11. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY [TMP-1620](#)

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

A motion was made to group items 12 through 17 together. The motion carried by a unanimous vote.

- 12. AUTHORIZING A LEASE AGREEMENT WITH P.SCHNEIDER & ASSOCIATES, PLLC. REGARDING [TMP-1517](#)

CORPORATE SUITE NO. 8 AT THE TIMES UNION CENTER

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

- 13. AUTHORIZING LEASE AGREEMENTS WITH ALL STAR WINE AND SPIRITS AND SHELTER ENTERPRISES, INC. REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER [TMP-1515](#)

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

- 14. AUTHORIZING A LEASE AGREEMENT WITH KASSELMAN ELECTRIC CO., INC REGARDING CORPORATE SUITE NO. 10 AT THE TIMES UNION CENTER [TMP-1586](#)

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

- 15. AUTHORIZING A LEASE AGREEMENT WITH TROJAN ENERGY SYSTEMS, INC. REGARDING CORPORATE SUITE NO. 24 AT THE TIMES UNION CENTER [TMP-1607](#)

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

- 16. AUTHORIZING A LEASE AGREEMENT WITH PROTECTIVE INDUSTRIAL PRODUCTS AND MVP HEALTH PLAN, INC. REGARDING CORPORATE SUITE NO. 13 AT THE TIMES UNION CENTER [TMP-1605](#)

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

- 17. AUTHORIZING A LEASE AGREEMENT WITH BLUE SHIELD OF NENY REGARDING CORPORATE SUITE NO. 9 AT THE TIMES UNION CENTER [TMP-1635](#)

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

- 18. AUTHORIZING AN AGREEMENT WITH NATIONAL BUSINESS TECHNOLOGIES REGARDING LEASE AND MAINTENANCE SERVICES FOR COUNTY COPIERS IN [TMP-1631](#)

VARIOUS LOCATIONS

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



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

April 28, 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 Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, Callanan Industries, Inc. The total contract amount shall not exceed \$2,456,045.03.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

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



Legislation Text

File #: TMP-1657, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Callanan Industries, Inc. for CR303 and CR311 Highway Improvement Project

Date: April 29, 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):
Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212

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

Amount/Raise Schedule/Fee: \$2,456,045.03
Scope of Services: CR303 and CR311 Highway Improvements

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: HHT35197.22000R

Appropriation Amount: \$2,456,045.03

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) 7/1/20-11/30/20

Length of Contract: 5 Months

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, Callanan Industries, Inc. The total contract amount shall not exceed \$2,456,045.03.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.



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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Karen Storm
Purchasing Agent

DATE: April 28, 2020

RE: RFB#2020-058 CR303 and CR311 (Beaver Dam Road) Highway Improvement
Project Construction Services.

I am in receipt of your recommendation to award the aforementioned Request for Bids to Callanan Industries, Inc. in the amount of \$2,456,045.03.

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.




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: April 28, 2020

RE: RFB #2020-058
CR303 and CR311 (Beaver Dam Rd.)
Highway Improvement Project
Construction Services

Upon review of the five (5) Bids that were received regarding the aforementioned project, I would like to recommend the low bidder, Callanan Industries, Inc. for the award of this bid in the amount not to exceed \$2,456,045.03.

I have attached a copy of our Engineering Division's recommendation along with the County's hired Consultants recommendation.

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: April 28, 2020

RE: RFB#2020-058
CR303 and CR311 (Beaver Dam Rd.)
Highway Improvement Project
Construction Services

Attached please find the County's hired consultant, Creighton Manning's, recommendation letter for the subject project. After reviewing all five (5) of the RFB's, we are in agreement with Creighton Manning that the project be awarded to the low bidder, Callanan Industries, Inc. Total contract amount not to exceed \$2,456,045.03.

Please let me know if you have any questions.

WA:ct

MEMORANDUM



TO: Lisa M. Ramundo
Department of Public Works Commissioner
Albany County

FROM: Christopher Geroux, P.E.
Project Manager
Creighton Manning Engineering, LLP

SUBJECT: RECOMMENDATION FOR AWARD
Project No. 19-C555 (Bid #2020-058)
CR303 and CR311 (Beaver Dam Road) Highway Improvement Project
Towns of New Scotland and Berne
Albany County

DATE: April 28, 2020

The subject project was let for construction on April 23, 2020, with five (5) bids received and opened at the Albany County Purchasing Office, 112 State Street, Room 1000, Albany, NY at 11:00am. The engineer's estimate for the project was \$2,470,515.00 and the following five (5) bids were received:

Bidders in Rank Order:

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	Callanan Industries, Inc.	\$2,456,045.03
2	New Castle Paving, LLC.	\$2,499,566.03
3	Peter Luizzi Bros. Contracting, Inc.	\$2,642,973.66
4	Cobleskill Stone Products, Inc.	\$2,707,769.42
5	Lancaster Development and Tully Construction Co., LLC	\$3,171,422.89

Each of these bids was reviewed and checked, by Charles Farmer, P.E., Project Engineer, Creighton Manning Engineering, LLP on April 27, 2020.

The lowest bid of **\$2,456,045.03** as submitted by **Callanan Industries, Inc.** was reviewed and found to be complete and accurate regarding bid documentation and company experience with similar projects.

Based upon the foregoing, the lowest responsible bidder was determined to be **Callanan Industries, Inc.** with a total bid of **\$2,456,045.03**.

Based upon the foregoing bid results, I, acting on behalf of Creighton Manning Engineering, LLP, recommend Albany County:

- Award the contract to the lowest responsible bidder, **Callanan Industries, Inc.** for the Bid Amount only.
 Reject all bids

Dated: 4/28/2020

Signature

A handwritten signature in black ink, appearing to read "Chris Geroux", written over a horizontal line.

Christopher Geroux, P.E.



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

RECEIVED

FEB 07 2020



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: INCREASE IN JOE 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

- 1. Name of Sponsor: OP Engineers JAC Albany LU#106
- 2. Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
- 3. Actual Address: same as above
- 4. Telephone No.: 518-431-1044 Ext. Fax No.: 518-431-1048
- 5. E-mail Address: bgray@lodel58.org
- 6. Trade/Occupation: Operating Engineer (universal equipment)
- 7. No. Employees: 1216 No. Apprentices: 5 No. Journeyworkers: 1216 8. Ratio: 1:1,1:5

- 9. DOT Code: 859-683-010 10. Length of Program: 36 months
- 11. Apprentice Probationary Period: 9 months
- 12. Work process: Standard or Revised (GWC)
- 13. Minimum Journeyworker Rate: \$ 43.17 - Building per hr
- 14. Effective Date of Wages: 7/1/2019

15. Apprentice wage progression for each period - in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
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.

17. Signature of Official Sponsor Representative Date

18. Signature of Union Representative Date 12/10/19

Print Name and Title

William F. Gray Training Director JAOE 106 TAF

19. Signature New York State Department of Labor

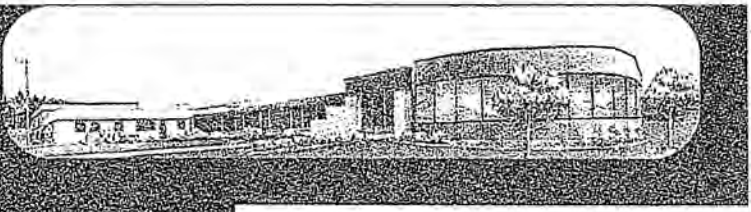
2/4/2020
Date

NYS Department of Labor
Apprentice Training

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.

EASTERN NEW YORK LABORERS'
TRAINING CENTER



UNION TRUSTEES

- SAMUEL M. FRESINA
- ANTHONY M. FRESINA
- PETER STEARNS
- IAN SHAUL

ADVISORY TRUSTEE

- ARMEN NICOTERA JR.

JOHN P. CRISORIO JR.
Training Director

EMPLOYER TRUSTEES

- EUGENE D. HALLOCK III
- DAVE MESZLER
- ANTHONY C. GAROPRESO
- THOMAS MARINELLO

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
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

- Name of Sponsor: Eastern New York Laborers Training Center
- Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
(number & street) (city) (state) (zip code) (county)
- Actual Address: same
(number & street) (city) (state) (zip code) (county)
- Telephone No.: 518-426-0290 Ext. _____ Fax No.: 518-426-2091
- E-mail Address: _____
- Trade/Occupation: Skilled Construction Craft Laborers
- No. Employees: 1100 No. Apprentices: 20 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3
- DOT Code: 869.463.580 10. Length of Program: 24 months
- Apprentice Probationary Period: 6 month 12. Work process: Standard or Revised
- Minimum Journeyworker Rate: \$ _____ per hour 14. Effective Date of Wages: July 2019

*Heavy Highway/Building Zone A LU 190=\$31.84/\$28.51 Zone B LU#190 \$30.45/\$23.00

15. Apprentices wage progression for each period – in months (M) or hours (H)
 LU#157 \$32.55/\$30.74

M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
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. Cinsoro 3/11/20 18. _____
Signature of Official Sponsor Representative Date Signature of Union Representative Date
Anthony M. Cinsoro _____
Print Name and Title Print Name, Title, and Union Name

19. _____
Signature New York State Department of Labor Date

RFB#2020-0558							
CR303 and CR311(Beaver Dam Road) Highway Improvement Project							
April 23, 2020 @11:00am							
	New Castle Paving	Peter Luizzi Bros.	Callanan Industries	Cobleskill Stone	L & T Construction		
5% Bid Security Bond		Bond	Bond	Bond	Bond		
Total Base Bid	\$2,499,566.03	\$2,642,973.66	\$2,456,045.03	\$2,707,769.42	\$3,171,422.89		

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2020-058**

Sealed bids for CR303 and CR311 (Beaver Dam Road) 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 April 23, 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 between the intersection of CR303 and NYS Route 157 in the Town of Berne and the intersection of CR311 and NYS Route 157 in the Town of New Scotland.

The work includes:

Rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Road), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

Plans, specifications and bid proposal forms will be provided on a USB drive in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above. Contractors shall contact the Purchasing Department to schedule an appointment to pick up bid documents.

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 (04/09/2020)

THE EVANGELIST
TIMES UNION

RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH CARVER CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CR352 (FOX CREEK ROAD) OVER SQUIRMER CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF RENSSELAERVILLE

Introduced: 5/14/18

By Public Works Committee:

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR352 (Fox Creek Road) Over the Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville and on March 29, 2018 four bids were received, and

WHEREAS, The Department Engineering Staff and C & S Engineers, Inc. reviewed said bids and recommended awarding the contract to Carver Construction, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Carver Construction, Inc. for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Carver Construction, Inc., Albany, NY 12009 for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, 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 - 5/14/18



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 29, 2020

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

**Re: National Grid Master Agreement
Energy Conservation and Energy Management Services**

Dear Mr. Joyce

The Water Purification District (District) is requesting legislative approval to enter into a Master Agreement for Energy Conservation and Management Services with National Grid (Grid). This contract will be utilized to expedite the replacement of an existing 400 horsepower boiler that failed at the District's North Plant in January of this year.

The boiler that failed supplied building heat to our Preliminary Treatment Building, Solids Building, and Return Sludge Building. The contract with Grid will allow the District to secure the needed engineering and construction services for the boiler replacement. Services will include design, demolition work including environmental abatement for asbestos and lead, and equipment installation. The preliminary cost for the boiler replacement is estimated to be \$225,000.

As we anticipate the new boiler being smaller and more efficient than the existing unit, this contract will allow the District to take advantage of rebates offered by Grid for energy conservation. The rebate program has a maximum value of \$100,000, but the final rebate value will be determined based on the new sized of the boiler and the associated energy savings.

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

Sincerely,

A handwritten signature in blue ink that reads "Angelo Gaudio". The signature is written in a cursive style.

Angelo Gaudio, P.E.
Executive Director

Enc. National Grid Master Agreement

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



Legislation Text

File #: TMP-1659, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

The Water Purification District is requesting authorization to enter into a Master Service Agreement with National Grid for Energy Conservation and Management Services

Date: 4/29/2020
 Submitted By: Angelo Gaudio
 Department: Water Purification District
 Title: Executive Director
 Phone: 518-447-1624
 Department Rep.
 Attending Meeting: TBD

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):

National Grid
300 Erie Blvd
West Syracuse, NY 13202

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: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: G98130.44070

Appropriation Amount: \$225,000

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) June 15, 2020- Dec 15, 2020

Length of Contract: 6 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)

This contract will be utilized to expedite the replacement of an existing 400 horsepower boiler that failed at the District's North Plant in January of this year. The boiler that failed supplied building heat to our Preliminary Treatment Building, Solids Building, and Return Sludge Building. The contract with Grid will allow the District to secure the needed engineering and construction services for the boiler replacement. Services will include design, demolition work including environmental abatement for asbestos and lead, and equipment installation. The preliminary cost for the boiler replacement is estimated to be \$225,000. Additionally this contract will allow the District to take advantage of rebates offered by Grid for energy conservation. The rebate program has a maximum value of \$100,000, but the final rebate value will be determined based on the new sized of the boiler and the associated energy savings.

**MASTER AGREEMENT FOR ENERGY CONSERVATION AND
MANAGEMENT SERVICES
(ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT),**

BETWEEN

The County of XXX, New York State

AND

Niagara Mohawk Power Corporation d/b/a NATIONAL GRID

This Master Agreement For Energy Conservation and Management Services (“Master Agreement”) for energy conservation and management services is entered into as of the XX day of Month, 2020 (“Effective Date”), by and between the **County of XXXX, acting by and through its XXX County Sewer District No. 1** (“The County”), and **Niagara Mohawk Power Corporation d/b/a National Grid** (“National Grid”) having a principal office at **300 Erie Boulevard West, Syracuse, NY 13202** each, individually, a “Party” and collectively, the “Parties).

RECITALS

WHEREAS, National Grid and The County mutually desire to enter into this Master Agreement to be used by The County in obtaining from National Grid certain energy conservation and management services offered by National Grid under its Energy Transition Implementation Plan (“ETIP”) programs, as described in the Work Statements dated 07/28/2017, and to facilitate partnering arrangements; and

WHEREAS, National Grid is willing to provide to The County certain energy conservation and management services, through the use of subcontractors, under National Grid’s ETIP program; and

WHEREAS, The County acknowledges that it has negotiated and entered into this Master Agreement without having undertaken any competitive bidding process; and

WHEREAS, it is solely responsible for establishing its authority to be bound by the Master Agreement in the absence of such competitive bidding process; and

WHEREAS, National Grid and its Subcontractor(s) shall be collectively referred to herein as the “Contractor”.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

GENERAL CONDITIONS

GC.1 Purpose. The County desires assistance in performing certain energy conservation measures offered through ETIP programs within National Grid’s service territory. The purpose of this Master Agreement is to facilitate the Installations through Task Orders. This Master Agreement sets forth the terms and conditions under which subsequent Task Orders may be entered into between the Parties.

GC.2 Definitions. Capitalized terms used in this Master Agreement shall have the following definitions:

The term “**Acceptance**” means the written acknowledgement by the authorized representative of The County approving of an individual phase or completed Installation pursuant to a Task Order

The term “**Contracting Officer**” means an official of The County authorized to enter into, administer, and/or terminate this Master Agreement on behalf of The County, and who is authorized to make related determinations and findings within the limits established pursuant to The County’s Rules of Order and Purchasing Policy regulations.

The term “**Contracting Officer’s Representative**” or “**COR**”) means a local or project site representative of the Contracting Officer delegated specific limited authority, as set forth in a formal delegation letter signed by the Contracting Officer, for a given Task Order In addition, it means the person who evaluates or inspects the Contractor’s performance of service in accordance with the quality assurance surveillance plan written specifically for the contracted services to be evaluated.

The term “**Contracting Officer’s Technical Representative**” or “**COTR**”) means the representative performs technical monitoring of Contractor actions, is responsible for requesting products and services through contract, and manages day-to-day tasks of the contract.

The term “**Energy Conservation Measure**” or “**ECM**” means one or more Installations completed, or to be completed, under a Task Order, including one or more feasibility studies, engineering and design, operation and maintenance, and/or implementation of one or more Installations, which include, but are not limited to, energy, energy efficient maintenance, energy management services, facilities alterations, installation and maintenance of energy saving devices and technologies and demand side management offered through ETIP programs available within National Grid’s service territory.

The term “**Energy Conservation Measure Cost**” or “**ECM Cost**” means the total cost of the Work, overhead and profit, for an ECM, less any financial incentive or rebates, if provided by the utility or government program. Payment for completed ECMs shall be calculated based upon the ECM Cost.

The term “**Energy Conservation Project**” or “**ECP**” means an identified project intended and designed to provide any of the following: energy savings, demand reduction, and/or energy efficiency improvements.

The term “**Installations**” means the installation of ECMs provided by the Contractor for The County offered by the Contractor under its Energy Transition Implementation Plan programs.

The term “**Occupied Period**” means the hours during which a facility or building is occupied or used in the normal course of business.

The term “**Proposals**” has the meaning in Section GC.20.4.

The term “**Quality Control**” means a management function of the Contractor whereby control of quality is exercised for the purpose of preventing defective Installations. For purposes of this Master Agreement, quality control shall mean those actions taken by the Contractor to control implementation of Installations so they conform to the Task Order requirements.

The term “**Proposal**” has the meaning set forth in Section GC.20.4 below.

The term “**Services**” has the meaning set forth in Section GC.4 below.

The term “**Subcontractor**” means any corporation, partnership or individual hired directly by National Grid to perform the services or provide the products contemplated under this Master Agreement and Task Orders resulting from this Master Agreement.

The term “**Task Order**” or “**T.O.**” means a project specific agreement executed under this Master Agreement for any feasibility study, engineering and design, implementation, and/or operation and maintenance of, or any activity related to an Installation. (A Task Order can also be identified as a “Delivery Order” or “D.O.”)

The term “**Termination Schedule**” means a schedule developed for each financed Installation which sets forth the interval(s) and amount(s) of payments required for the repayment of the Installation Costs, including any finance costs accrued.

The term “**Work**” – means all labor, materials, tools, equipment, services, transportation and/or other items required for the completion of the Installation.

GC.3 Term. This Master Agreement shall have a term of five (5) years. This Master Agreement may be terminated in its entirety by either Party upon thirty (30) days written notice to the other Party. Thereafter, no new Task Orders shall be entered into under this Master Agreement. Termination, modification or expiration of this Master Agreement shall not in any way affect Task Orders previously entered into under this Master Agreement. This Master Agreement shall be effective as of the Effective Date defined above.

GC.4 Services by the Contractor. The Contractor shall arrange for the provision of preliminary audits, feasibility studies, engineering and design studies, and all initial capital, labor, material, supplies and equipment to identify, implement, operate or maintain Installations in accordance with Task Orders entered into pursuant to this Master Agreement (“Services”). These Services may be ordered individually, as a group or in any combination under a single Task Order. Any and all such Services contemplated by this Master Agreement and any related Task Orders may be entirely performed through one or more subcontractors engaged by the Contractor. The County has selected Smart Watt.

Notwithstanding anything contained in this Master Agreement or any Task Order to the contrary, in no event shall the Contractor provide or perform any work, service or obligation under this Master Agreement that is contrary to or prohibited by law or National Grid’s tariffs.

GC.5 Information. Subject to confidentiality requirements and applicable law, The County shall provide the Contractor with any information requested by the Contractor needed to comply with regulatory requirements and/or work requirements. In the event the information requested by the Contractor is critical to the performance of the Work and cannot be provided by The County, the Contractor may terminate the Task Order and collect payment for Work completed through the date of termination.

GC.6 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. None of the terms herein is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party, nor any its respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other Party. Each Party agrees to be wholly responsible for and to pay when due all federal, state, and local taxes and contributions for unemployment insurance.

GC.7 Subcontractor Selection. Subject to Section FP.7 below, National Grid shall assign all of the Work under a Task Order to the Subcontractor(s). When practical, National Grid shall competitively select the Subcontractor(s) for the purpose of determining the reasonableness of

the Subcontractor's(s') prices. When competition is not practical, price reasonableness may be determined by comparing proposed prices with those obtained for the same or similar work, prices published in independent cost guides, published in competitive price lists or developed by independent sources.

Subcontractor(s) selection shall be based on cost, experience, past performance, reliability, and such other factors as National Grid may deem appropriate, as long as such factors are necessary to meet The County's minimum needs including but not limited to Insurance, workman's compensation, and a criminal background check. The County shall have the right to approve or disapprove of the Subcontractor(s) proposed by National Grid in the Proposal.

All Subcontractor work shall comply with prevailing wage rates, pursuant to New York State's requirements.

GC.8 Authority of Contracting Officer. The County's Contracting Officer shall be the only official authorized to enter into and/or modify a Task Order entered into under this Master Agreement on behalf of the County.

GC.9 Ownership of Work Product. The County may elect not to use the Contractor to perform Installations. If The County so elects, it will pay for any accepted Work, including any equipment, completed studies, and engineering and design Work. Title to Work performed by the Contractor for The County under a Task Order shall become the property of The County at the time of Acceptance of the Work provided that The County has paid for such Work pursuant to this Agreement.

GC.10 Responsibility for Operation and Maintenance. The operation and maintenance will be pursuant to any Task Order executed under this Master Agreement.

GC.11 Other County Projects. The County shall have the right to enter into other agreements similar to this Master Agreement for energy conservation work, such as without limitation, implementing equipment installation, construction projects and ECMs, including installing new energy conservation equipment, removing existing energy consuming equipment, or adding new energy consuming equipment. The County will notify the Contractor prior to implementing projects that may affect Installations under this Master Agreement. In the event The County's activities hereunder hinder the Contractor's work schedule or cause the Contractor to incur additional costs to accommodate same, the County shall be liable to the Contractor for such additional costs and expenses to complete the Work and for Services.

GC.12 Reserved.

GC.13 Emission Credits. All on-site emission credits earned by virtue of Task Orders entered into hereunder shall be the property of The County.

GC.14 Order of Precedence. In the event of any conflicts between this Master Agreement and any other document executed hereunder then this Master Agreement shall prevail unless otherwise agreed to between the Parties and set forth in a Task Order.

GC.15 Reserved.

G.C.16 ECM Proposal. The Contractor shall submit an Installation proposal setting forth a prioritized list of the recommended ECPs, a preliminary estimate of the cost to implement each ECP, the total costs for implementing the Installation (including estimated feasibility study, engineering and design, and implementation costs), and estimated cost savings. Additionally, The County may request a proposal from the Contractor in order for The County to evaluate of Installations.

GC.17 ECM Restrictions. The County is solely responsible for establishing authority to enter into this Master Agreement and any Task Order, and hereby warrants and represents that it shall comply with all applicable state and local laws in entering into this Master Agreement and any Task Order. Moreover, The County shall not consider ECMs that include:

- a) ECMs which would violate any federal, state, or local laws or regulations,
- b) ECMs which degrade performance or reliability of existing The County's equipment, and
- c) ECMs that violate the then current versions of the National Electric Code, the National Electric Safety Code, the Uniform Building Code or the Uniform Mechanical Code.

GC.17.2 Facility Performance Requirements of ECMs. ECMs proposed by the Contractor shall conform to the following facility performance standards:

- a) Lighting levels shall meet the minimum requirements of the then current Illuminating Engineering Society (IES) Lighting Handbook; and
- b) ECMs shall permit flexible operation of energy systems for changes in occupancy levels and scheduling of facilities. In proposing an ECM, the Contractor may assume the building function will remain constant unless otherwise indicated by The County.

GC.18 Task Orders. Following the evaluation of the ECM proposal, The County may elect to execute a Task Order with the Contractor for the evaluation, implementation or operation and maintenance of the ECM.

The Task Order may have five phases: (1) Audit (when applicable), (2) Feasibility Study Phase, (3) Engineering and Design Phase, (4) Implementation Phase and (5) Operation and Maintenance Phase. Because the extent of all the Work is unlikely to be known at the time the Task Order is entered into, these phases shall be line items under the Task Order, and shall be issued with an estimated Termination Schedule at the time the Task Order is executed. However, Work will not commence on a particular phase unless and until a statement of work and a price for that phase have been mutually agreed upon by the Parties.

Upon completion and Acceptance of a Feasibility or Engineering and Design Phases, The County may elect to:

- a) pay the ECM Cost for each completed Phase within thirty (30) calendar days of being invoiced, or
- b) defer payments for that Phase until the end of the next Phase at which time The County shall pay the ECM Cost for each completed Phase within thirty (30) calendar days of invoice, or
- c) include such amounts in the ECM Cost, if The County elects to proceed with the Implementation Phase.

If The County elects not to proceed with the next Phase, it shall pay the Contractor the ECM Cost for the prior completed Phases, as negotiated by the Parties in the Task Order. A decision to proceed or not to proceed with the next Phase must be made within sixty (60) days of receipt of a written request from the Contractor. Only the Contracting Officer shall be authorized to exercise The County's option to proceed to the next Phase, and such exercise shall be provided in writing within sixty (60) days of receipt of a statement of work and price.

The timing and amount of The County's payments of appropriated funds for the Operation and

Maintenance Phase shall be determined in the Task Order. The County represents that it shall comply with all applicable state funding appropriation requirements.

GC.19 Reserved

GC.20 ECM Engineering and Design Phase. If applicable, after evaluation and Acceptance of the Feasibility Study Phase, The County may elect to proceed with the Engineering and Design Phase. Prior to proceeding, the Parties shall agree upon a statement of work for all engineering and design services necessary for the implementation of a particular ECM, a time frame for completion of the Work, and a price or cost cap for engineering and design work for the ECM. If The County elects to proceed with the Implementation Phase as set forth below, the cost of the engineering and design work shall be rolled into the total ECM Cost. The Task Order shall include an estimated amortization schedule for the ECM.

GC.20.1 Verification of Floor Plans. The Contractor shall review any floor plans provided by The County and verify that such floor plans meet the specifications provided to the Contractor by The County. .

GC.20.2 Contractor's Design Review. Task Orders prepared by the Contractor shall be provided to permit adequate time for The County review of engineering and design work, as negotiated in the Task Order.

GC.20.3 Site Plans. If proposed ECMs require installation outside existing buildings or structures, a site plan showing recommended siting of ECMs shall be prepared and submitted by the Contractor in the Proposal for The County's review and approval. It is recommended that the Contractor propose alternate sites for review in case the primary site is unavailable.

GC.20.4 ECM Implementation Proposal. Upon completion and Acceptance of the Engineering and Design Phase, the Contractor will submit to The County an ECM implementation proposal (the "Proposal"). If requested by the Contracting Officer, the Contractor will be required to present a briefing to The County explaining the Proposal. The County shall evaluate the Proposal for technical soundness and price reasonableness. If The County elects to proceed with the ECM, the Contractor and The County shall agree upon a complete scope of work with specifications, time for performance, ECM cost, source and cost of capital, payment terms, amortization schedule, and final Termination Schedule.

GC.21 ECM Implementation Phase. The Contractor shall perform work in accordance with the Task Order.

GC.22 Entire Agreement. This Master Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

GC.23 Amendment. This Master Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

GC.24 Not Retroactive. Any termination, modification, or expiration of this Master Agreement shall not retroactively affect Task Orders previously entered into under this Master Agreement, nor shall it affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's tariffs, rates, rules, regulations, riders, practices, or terms and conditions of service as may be modified, amended, or supplemented by the Contractor.

GC.24 Governing Law. This Master Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter

jurisdiction of the courts of the State of New York for the purpose of interpretation and enforcement of this Master Agreement.

WARRANTIES AND REMEDIES

WR.1 Warranties. The Contractor shall pass through to **The County** all warranties on equipment installed pursuant to a Task Order.

In the event the Contractor provides O&M services, a separate warranty may be negotiated for such services.

WR.2 No Other Warranties. The warranties set forth in WR.1 are exclusive and in lieu of all other warranties. The Contractor makes no other representations, warranties or guarantees in connection with Work, Installations, Services or other items provided in connection with this Master Agreement and Task Orders. The Contractor does not make any representations or warranties of any kind regarding the benefits or energy savings to be achieved by, or the adequacy and safety of, the ECMs, ECPs or any other equipment or products provided under this Master Agreement. The County understands and agrees that Contractor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, the ECMs. The Contractor does not endorse, guarantee or warrant any manufacturer or product including warranties of merchantability or fitness for a particular purpose. Any warranties provided by the original manufacturers, licensors or providers of material, equipment or other items provided or used in connection with this Master Agreement ("Third Party Warranties") are not warranties of the Contractor and the Contractor makes no representations, warranties or guarantees as to the applicability or enforceability of such Third Party Warranties. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.3 Contractor Limitation of Liability. The Contractor shall not be liable in any way to The County for any special, incidental, indirect, penal, punitive or consequential damages in connection with this Master Agreement or subsequent Task Orders. In no case shall the Contractor's liability to The County, regardless of the amount of claims or theory of liability, exceed the price for the Work and Services paid by The County under the Agreement. This section shall survive any expiration, termination or cancellation of this Master Agreement.

WR.4 Reserved.

WR.5 Prompt Payment. The County shall promptly pay all invoices for Work and Services performed under each Task Order. Late payments made by The County to the Contractor shall accrue interest at the then prevailing rate applicable under the New York Public Service Law, or as may otherwise be provided in the Task Order.

WR.6 Reserved.

WR.7 Differing Site Conditions. In the event site conditions differ materially from those contained in the Task Orders due to conditions that could not be reasonably viewed during the ECM phase or Task Orders development phase, additional costs incurred by the Contractor due to the differing conditions shall be negotiated, and the ECM Cost shall be increased to reflect an equitable adjustment to reflect the actual cost increase.

FINANCING AND PAYMENT PROVISIONS

FP.1 Reserved.

FP.2 Financial Incentives, Rebates, and Design Assistance: The County will receive the same financial incentives, rebates, design review, goods, services, and/or any other assistance

provided without charge, that is generally available to eligible customers of a similar rate class or size.

Proposals under this Master Agreement are not commitments of any ETIP program incentives, which are authorized under separate offerings from the respective ETIP program administrators.

FP.3 Reserved.

FP.4 Reserved.

FP.5 Pre-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) prior to Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. The County shall pay to the Contractor a negotiated amount to include an additional finance charge based on an indexed formula, which reduces the financiers' risk and reduces the cost of buyout to the agency.

FP.6 Post-Acceptance Termination. In the event The County desires to terminate a Task Order for any reason (including, without limitation, for convenience) after Acceptance, The County may do so by giving written notice to the Contractor thirty (30) days prior to the effective date of such termination. The County shall pay to the Contractor a negotiated amount to include an additional finance charge based on an indexed formula, which reduces the cost of buyout to The County.

FP.7 Assignment of Claims. The County payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

FP.8 Assignment of Claims. The County payments under each Task Order executed pursuant to this Master Agreement may be assigned pursuant to applicable law. Any bank, trust company or other financing institution that participates in financing an ECM shall not be considered a Subcontractor of National Grid.

SPECIAL REQUIREMENTS

SR.1 Environmental Protection. The Contractor shall comply with all applicable federal, state and local laws, regulations and standards regarding environmental protection including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Navigation Act, the Hazardous Materials Transportation Act, and their New York State analogs (collectively "the Environmental Laws"). All environmental protection matters shall be coordinated with the Contracting Officer or designated representative. If the Contractor causes any release or discharge beyond the reportable quantity of a hazardous substance, oil, pollutant or hazardous material (collectively "Hazardous Materials"), as those terms are defined in the Environmental Laws, resulting from its operation on The County property in connection with the implementation of ECMs the Contractor shall immediately notify the Contracting Officer and perform a cleanup, in accordance with the Environmental laws. The Contractor shall comply with the instructions of The County with respect to avoidance of conditions that create a nuisance or create conditions that may be hazardous to the health of any personnel.

SR.2 Environmental Permits. Unless otherwise specified, the Contractor shall provide all required environmental permits and/or permit applications necessary to comply with all applicable federal, state and local requirements prior to implementing any ECM in the performance of a Task Order executed pursuant to this Master Agreement. If any such permit or permit application requires the signature or other cooperation of The County as owner/operator of the property, The

County agrees to cooperate with the Contractor in obtaining any necessary permit or permit application and be responsible for all such costs.

SR.3 Handling and Disposal of Hazardous Materials. The County understands and agrees that (i) the Contractor has not inspected, and will not inspect, the project site in connection with a proposed ECM for the purpose of detecting the presence of pre-existing Hazardous Materials that relate to an ECM or any project site, and (ii) The County shall retain sole responsibility for the proper identification, removal, transport and disposal of any fixtures, components thereof, or other equipment or substances incidentally containing pre-existing Hazardous Materials, except as specifically agreed to by the Contractor pursuant to Paragraphs SR.4 and SR.5 (below).

If the Contractor, during performance of the work under a Task Order executed pursuant to this Master Agreement, has reason to believe that it has encountered or detected the presence of pre-existing Hazardous Materials, the Contractor shall stop work and shall notify The County. The County will evaluate the site conditions and notify the contractor of the results of this evaluation. The Contractor shall not be required to recommence work until this situation has been resolved. Any delay resulting there from shall be grounds to request an increase in the ECM Cost to the extent that such delay increases ECM Costs.

SR.4 Asbestos and Lead-Based Paint. To the extent provided for in a Task Order executed pursuant to this Master Agreement, in connection with the implementation of any ECM, the Contractor may agree to remove pre-existing asbestos containing material or lead-based paint, incidental to implementation of an ECM. However, unless the Contractor explicitly agrees in said Task Order to perform any portion of the testing, removal or abatement of the pre-existing asbestos or lead-based paint as part of the scope of work for any ECM, and unless the Task Order specifically references this Paragraph SR.4, The County shall be deemed to be solely responsible as provided for in Paragraph SR.3.

If the Contractor in the course of ECM implementation disturbs suspected lead-based paint or asbestos containing material, it may propose to The County that it perform any portion of the testing, removal, or abatement of the lead-based paint or asbestos containing material. Said proposal will include the requested increase in the ECM Cost on account of such additional work. The Contractor will not commence work involving additional cost without approval of the Contracting Officer. In the absence of an agreement to the contrary, the provisions of Paragraph SR.3. (above) shall apply.

In the event the Contractor agrees to include any portion of the testing, removal or abatement of the asbestos within the scope of work for an ECM implemented as described above in this Paragraph, the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

SR.5 Refrigerants, Fluorescent Tubes and Ballasts. To the extent provided for in a Task Order executed pursuant to this Master Agreement in connection with the implementation of any ECM, the Contractor shall remove and/or dispose of all ozone depleting refrigerants, fluorescent tubes and fluorescent magnetic core and coil ballasts incidental to an ECM to the Hazardous Materials Disposal site (HAZMAT) on the installation. If there is no HAZMAT on the installation, any Hazardous Materials described in this Paragraph SR.5 that are produced as a result of an Installation will be disposed in accordance with all applicable federal, state and local laws and regulations, provided however, that the hazardous waste manifests or other shipping papers shall identify The County as the sole generator of the Hazardous Materials.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For "The County" The County of County	For the "Contractor" Niagara Mohawk Power Corporation d/b/a National Grid
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

